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January 17, 2022

Via E-mail (Jason.Almonte@OCC.treas.gov)

Jason Almonte
Director For Large Bank Licensing,
Licensing Department
Office of the Comptroller of the Currency,
U.S. Treasury Department
340 Madison Avenue, 5th Floor
New York, NY 10173

Re: Application by BMO Harris Bank N.A.

Dear Mr. Almonte:

On behalf of our client, BMO Harris Bank N.A. (“BHB”), main office in Chicago, Illinois, we respectfully submit this application (the “Application”) to the Office of the Comptroller of the Currency (the “OCC”) requesting approval to merge Bank of the West into BMO Harris Bank N.A. (“BHB”), as the surviving company (the “Bank Merger”), pursuant to 12 U.S.C. §§ 215a-1, 1828(c) and 1831u and 12 CFR part 5. Prior to the Bank Merger, BHB’s parent holding company, BMO Financial Corp. (“BFC”), would acquire BOTW’s parent bank holding

Jason Almonte
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company, BancWest Holding Inc. (“BW Holding”), and thereby its sole subsidiary bank, Bank of the West via a share acquisition (the “Share Acquisition”), following which BW Holding will merge with and into BFC (the “Holdco Merger”). The Bank Merger would take place within one business day following the Holdco Merger. The Share Acquisition, Holdco Merger and Bank Merger, collectively, will be referred to as the “Proposed Transaction.”

In addition, BHB is seeking the OCC’s permission to: (1) retain and operate the main office and branches of Bank of the West as branches of BHB, pursuant to 12 U.S.C. §§ 36(d) and 1831u(d) and 12 CFR part 5; and (2) retain certain of Bank of the West’s subsidiaries as operating subsidiaries of BHB, pursuant to 12 U.S.C. § 24 and 12 CFR 5.34.

The OCC Application includes: (1) the Application, (2) a Public Exhibits Volume, and (3) a Confidential Exhibits Volume.

* * * * *

Confidential treatment is being requested under the federal Freedom of Information Act, 5 U.S.C. § 552 (the “FOIA”), and the implementing regulations of the OCC, for the information contained in the Confidential Exhibits Volume (the “Confidential Materials”). The Confidential Materials include, for example, nonpublic pro forma financial information and information regarding the business strategies and plans of (1) BMO, BFC and BHB and (2) BNP Paribas S.A. (“BNPP”), BW Holding and Bank of the West, and other information regarding additional matters of a similar nature, which is commercial or financial information that is both customarily and actually treated as private by BMO, BFC, BHB, BNPP, BW Holding and Bank of the West and provided to the government under an assurance of privacy. Certain information in the Confidential Materials also includes confidential supervisory information, which is protected from disclosure. None of this information is the type of information that would otherwise be made available to the public under any circumstances. All such information, if made public, could result in substantial and irreparable harm to BMO, BFC, BHB, BNPP, BW Holding and Bank of the West. Other exemptions from disclosure under the FOIA may also apply. In addition, investors and potential investors could be influenced or misled by such information, which is not reported in any documents filed or to be filed in accordance with the disclosure requirements of applicable securities laws, as a result of which BMO, BFC, BHB, BNPP, BW Holding and Bank of the West could be exposed to potential inadvertent violations of law or exposure to legal claims. Accordingly, confidential treatment is respectfully requested for the Confidential Materials under the FOIA and the OCC’s implementing regulations.

Please contact me or Richard K. Kim (212-403-1354) before any public release of any of this information pursuant to a request under the FOIA or a request or demand for disclosure by any governmental agency, congressional office or committee, court or grand jury. Such prior notice is necessary so that BMO, BFC, BHB, BNPP, BW Holding and Bank of the West may take appropriate steps to protect such information from disclosure.

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If you have any questions about this submission or confidential treatment request, please do not hesitate to contact me.

Sincerely,

Rose Spaziani
Rosemary Spaziani
Of Counsel

Enclosures

cc: Lisa A. Smith, Federal Reserve Bank of Chicago
David Casper, BMO Financial Group
Sharon Haward-Laird, BMO Financial Group
Timothy Cox, BMO Financial Group
William Jacobsen, BMO Financial Group
Richard K. Kim, Wachtell, Lipton, Rosen & Katz
Nicholas G. Demmo, Wachtell, Lipton, Rosen & Katz

APPLICATION
to the
OFFICE OF THE COMPTROLLER OF THE CURRENCY
by
BMO Harris Bank N.A.
for prior approval to merge with
Bank of the West
pursuant to
the Federal Deposit Insurance Act,
12 U.S.C. §§ 1828(c) and 1831u, and
the National Bank Act, 12 U.S.C. §§ 24, 24a, 36(d), 215a-1 and
12 CFR part 5

January 17, 2022

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Request for Confidential Treatment

Confidential treatment is being requested under the federal Freedom of Information Act, 5 U.S.C. § 552 (the “FOIA”), and the implementing regulations of the Office of the Comptroller of the Currency, for the information contained in the Confidential Exhibits Volume to this application (the “Confidential Materials”). The Confidential Materials include, for example, nonpublic pro forma financial information and information regarding the business strategies and plans of (1) Bank of Montreal (“BMO”), BMO Financial Corp. (“BFC”) and their subsidiary bank, BMO Harris Bank N.A. (“BHB”) and (2) BNP Paribas S.A. (“BNPP”), BancWest Holding Inc. (“BW Holding”) and their U.S. subsidiary non-member bank, Bank of the West (“BOTW”), and other information regarding additional matters of a similar nature, which is commercial or financial information that is both customarily and actually treated as private by BMO, BFC, BHB, BNPP, BW Holding and BOTW and provided to the government under an assurance of privacy. Certain information in the Confidential Materials also includes confidential supervisory information, which is protected from disclosure. None of this information is the type of information that would otherwise be made available to the public under any circumstances. All such information, if made public, could result in substantial and irreparable harm to BMO, BFC, BHB, BNPP, BW Holding and BOTW. Other exemptions from disclosure under the FOIA may also apply. In addition, investors and potential investors could be influenced or misled by such information, which is not reported in any documents filed or to be filed in accordance with the disclosure requirements of applicable securities laws, as a result of which BMO, BFC, BHB, BNPP, BW Holding and BOTW could be exposed to potential inadvertent violations of law or exposure to legal claims. Accordingly, confidential treatment is respectfully requested for the Confidential Materials under the FOIA and the OCC’s implementing regulations.

Please contact Rosemary Spaziani (212/403-1342) or Richard Kim (212/403-1354) before any public release of any of this information pursuant to a request under the FOIA or a request or demand for disclosure by any governmental agency, congressional office or committee, court or grand jury. Such prior notice is necessary so that BMO, BFC, BHB, BNPP, BW Holding and BOTW may take appropriate steps to protect such information from disclosure.

PRELIMINARY STATEMENT

Introduction

BMO Harris Bank N.A. (“BHB”) is hereby submitting this application (the “OCC Application”) to the Office of the Comptroller of the Currency (the “OCC”), respectfully requesting approval to merge Bank of the West (“BOTW”) with and into BHB, with BHB as the surviving institution (the “Bank Merger”). BOTW is a California state-chartered bank that is not a member of the Federal Reserve System. BHB’s parent holding company, BMO Financial Corp. (“BFC”), would acquire BOTW’s parent bank holding company, BancWest Holding Inc. (“BW Holding”), and thereby its sole subsidiary bank, BOTW via a share acquisition (the “Share Acquisition”), following which BW Holding will merge with and into BFC (the “Holdco Merger”). The Bank Merger will take place within one business day following the Holdco Merger. The Share Acquisition, Holdco Merger and Bank Merger, collectively, will be referred to as the “Proposed Transaction.”

Bank of Montreal (“BMO”), a foreign banking organization, bank holding company and financial holding company, is the parent company of BFC and indirect 100% owner of BHB. BNP Paribas S.A. (“BNPP”), a foreign banking organization and financial holding company, is the parent company of BNP Paribas USA, Inc. (“BNP-US”), which holds 100% of the outstanding shares of BW Holding. BMO, BFC, BHB, BNPP, BW Holding and BOTW entered into the First Amended and Restated Share Purchase Agreement on January 16, 2022 (the “Agreement”), for BFC to acquire 100% of the shares of BW Holding and, thereby indirectly acquire BOTW, for a purchase price of approximately \$16.3 billion.¹ A copy of the Agreement is in Exhibit 1.² A copy of the Bank Merger Agreement between BHB and BOTW (the “Bank Merger Agreement”) will be on customary terms and provided to the OCC promptly after it is executed. BMO Financial Group (“BMO-FG”) is the tradename used to encompass all entities and businesses of BMO and its affiliates. For purposes of this OCC Application, references to BMO-FG refer to the consolidated organization, inclusive of BMO, BFC and BHB.

BHB is submitting this OCC Application to the OCC for approval of the Bank Merger, pursuant to 12 U.S.C. §§ 215a-1, 1828(c) (the “Bank Merger Act”) and 1831u, and 12 CFR part 5. BHB is also seeking permission, pursuant to 12 U.S.C. §§ 36(d) and 1831u(d) and 12 CFR part 5, to retain and operate the main office and branches of BOTW as licensed branches of BHB.

In addition, BHB is seeking OCC permission to retain and operate as operating subsidiaries certain of BOTW’s subsidiaries, pursuant to 12 U.S.C. § 24 and 12 CFR part 5.34. More detailed information about the subsidiaries of BOTW is provided below.

¹ In addition to excess capital, the purchase price is expected to be financed with a common equity raise and debt issuances by BMO. Note that the purchase price would be reduced by the amount of any dividend paid by BOTW and BW Holding prior to the Proposed Transaction, and is also subject to customary adjustments.

² The original Share Purchase Agreement was entered into on December 18, 2021 by and among BMO, BHB, BNPP, BW Holding and BOTW.

As of September 30, 2021, BHB had total consolidated assets of \$166 billion and total deposits of \$139 billion and BOTW had total consolidated assets of \$105 billion and total deposits of \$89 billion. Each institution has over 500 branches, with minimal branch overlap.

This is a strategic transaction that combines two banking organizations with customer-centric business models that are dedicated to the enhancement of the communities in which they operate. The Proposed Transaction adds to BHB's presence in the Western and Midwestern markets, which fosters competition and enables BHB to bring its strong commercial and personal banking expertise to a broader set of customers. It also provides further diversification to BHB's geographic and business mix.

When combined with BOTW's branch network, BHB will have a nearly contiguous franchise across the Midwest and Western United States. The Proposed Transaction will substantially enhance BHB's ability to distribute its beneficial consumer and business banking products and services to more markets across the nation, bring a broader array of products and services to BOTW's legacy customers, and better position the combined organization to compete both with the largest banking organizations and the larger regional banking organizations in the United States.

BHB and BOTW are each effectively managing the risks from, and actively helping their respective customers and communities mitigate the impacts of, the COVID-19 pandemic. Their respective financial and managerial strengths have enabled them to continue effectively serving the financial and banking needs of their respective business and consumer customers, and the communities they serve, during the pandemic, including extending over 36,500 loans in an amount in excess of \$6.5 billion under the U.S. Payroll Protection Program ("PPP"). The Proposed Transaction will strengthen BHB's dedication and ability to continue providing the needed financial, credit, liquidity and technical services throughout its expanded market during this extraordinary pandemic period.

Executive Summary

With this OCC Application, BHB is seeking the OCC's prior approval of the Bank Merger and permission, upon consummation of the Bank Merger, to: (1) retain and operate the main office and branches of BOTW as branches of BHB; and (2) retain certain of the subsidiaries of BOTW as operating subsidiaries of BHB. As noted, the Bank Merger will occur within one business day after consummation of the Holdco Merger.

For all the reasons discussed herein, BHB submits that the Bank Merger and OCC Application satisfy each of the criteria that the OCC is required to consider. The discussion in this Preliminary Statement focuses on the required factors and considerations under the Bank Merger Act and its implementing regulations, in light of the overlapping criteria under the relevant regulatory provisions governing the Related Transactions.

In acting on this OCC Application, the OCC must consider the requirements for an interstate transaction, the statutory limit on deposit concentrations, the financial and managerial resources and future prospects of the institutions involved and their effectiveness in combatting money laundering, the competitive effects of the Bank Merger, the extent to which the

transaction would result in greater or more concentrated risks to the stability of the U.S. banking or financial system, the effects of the transaction on the convenience and needs of the communities to be served, and the relevant banks' records of performance under the CRA.

The Bank Merger would meet the requirements for an interstate banking transaction under 12 U.S.C. § 1831u. For purposes of that provision, the home state of BHB is Illinois and the home state of BOTW is California. The Bank Merger would result in BHB controlling only 1.25% of deposits nationwide – far less than the 10% nationwide deposit cap under 12 U.S.C. § 1831u. In addition, the Bank Merger would be consistent with relevant deposit cap concentration limits, age limits and community reinvestment statute requirements for a permissible interstate transaction.

BHB and BFC are committed to maintaining their strong and prudent financial, operating and risk profiles upon consummation of the Proposed Transaction. Both are financially strong and well managed banking organizations. They have ample financial and managerial resources and compatible risk management programs to consummate the Proposed Transaction and successfully integrate BOTW.

BHB and BOTW, and their respective parent bank holding companies, are each well-capitalized. Both BHB and BOTW, and their respective parent bank holding companies, have capital ratios in excess of the minimum capital ratios required for well-capitalized status. On consummation of the Proposed Transaction, the capital and liquidity resources of BHB, BFC and BMO would remain well above regulatory requirements and supervisory expectations. BHB, BFC and BMO would continue to maintain prudent capital and liquidity planning risk management practices, including capital and liquidity stress testing programs.

BHB will continue to have strong managerial resources and risk management systems to continue operating in a safe and sound manner and complete a successful integration with BOTW. Each of BHB, BFC and BMO have a highly experienced Board of Directors and management teams to oversee the integration. BHB and BOTW have robust risk management programs in place, including for capital, liquidity, credit, market, operational and compliance risks. The similar cultures, strategic objectives and risk priorities of BHB and BOTW will reduce execution risk associated with integrating BOTW's operations into BHB. To assist in the decision-making process for the Proposed Transaction and planning for a successful bank integration, BMO-FG, including BFC and BHB management, led a comprehensive due diligence review of all lines of business and functional areas of BOTW, including credit, compliance, BSA/AML, cyber security, liquidity, operations, human resources, finance and legal.

BHB and BOTW have each implemented strong compliance risk management programs, including for compliance with the Bank Secrecy Act ("BSA") and other anti-money laundering ("AML") laws, as well as the sanctions restrictions issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("BSA/AML/Sanctions Compliance"). Each of BHB and BOTW also have in place effective risk management programs for compliance with fair lending and other consumer protection laws ("Consumer Compliance"). The operations of BOTW will be integrated into BMO-FG's systems in various planning phases over an 18-month period from the signing of the Proposed Transaction through a post-Closing period. During that integration period, a cross-divisional integration team comprised of BOTW and BHB employees will review

business line and operational integration requirements, to the extent permissible, to facilitate a seamless Day 1 transition, as well as a longer phased-in integration approach to migrate to BHB's infrastructure.

The Bank Merger would not significantly lessen competition in the few banking markets in which the branch networks of BHB and BOTW overlap. The branch networks of the organizations currently overlap in only six banking markets – three markets in Arizona as well as one market in each of Kansas City, MO, La Crosse, WI and Minneapolis/Saint Paul, MN. In none of those banking markets would the Proposed Transaction come close to the screens used by the Federal Reserve or the U.S. Department of Justice (the “DOJ”) to identify transactions that warrant closer scrutiny. Moreover, numerous competitors would remain in each of those markets, and the Proposed Transaction will enable BHB to better compete with the largest U.S. banking organizations and the larger regional banks in the United States. Following the Proposed Transaction, BHB's pro forma assets will be approximately \$260 billion, which is approximately 14% of the average domestic assets of any of the four largest U.S. banks taken individually.³

In addition, the Proposed Transaction would not pose any significant risk to the stability of the U.S. banking or financial system. BMO-FG is a highly diversified financial services provider based in North America, subject to the consolidated supervision of the Office of the Superintendent of Financial Institutions (“OSFI”), an independent agency of the Government of Canada. BMO and BFC are both bank holding companies and financial holding companies, subject to oversight of the Federal Reserve. Both BHB and BOTW are focused on traditional consumer and commercial banking services, for which there are numerous competitors. On consummation of the Proposed Transaction, BHB would be less than one-seventh the size of the four largest U.S. banks⁴ and, while it is expected that BFC would become a Category III banking organization for regulatory purposes, its globally systemically important bank (“GSIB”) score would remain well below the threshold to be considered systemically important. Moreover, the Proposed Transaction also would not complicate any resolution process in the event of serious financial distress.

The Proposed Transaction will benefit the convenience and needs of the communities served by BHB and BOTW, including their customers, communities and employees, by combining two organizations with strong customer-oriented cultures and compatible business models. Both BHB and BOTW have a strong commitment to serving the needs of their communities as demonstrated by each bank's strong CRA compliance record, as well as each organization's ongoing community engagement activities. Both organizations are committed to supporting the needs of historically underrepresented groups and continue to innovate solutions to support diversity within their businesses and each of their respective geographies. There are no planned branch closures in connection with the Proposed Transaction and BOTW customers will gain access to a broader set of financial products and services, including digital banking and

³ Federal Reserve Statistical Release for Large Commercial Banks as of September 30, 2021, <https://www.federalreserve.gov/releases/lbr/current/>.

⁴ Based on consolidated asset size as of September 30, 2021.

wealth capabilities, enhanced payments, ATM access, digitized mortgage origination processes and enhanced financial management tools.

Based on the foregoing and as explained in more detail below and in the exhibits to this OCC Application, the Bank Merger and Related Transactions will satisfy all of the factors the OCC must consider and, accordingly, this OCC Application is fully consistent with approval and should be approved as soon as possible.

The Companies and Banks

Bank of Montreal

BMO is a foreign bank and both a bank holding company and financial holding company under the Bank Holding Company Act of 1956, as amended. BMO's head office is in Montreal, Quebec, with executive offices in Toronto, Ontario. BMO is chartered under the Bank Act, enacted by the Parliament of Canada. BMO is a federally regulated financial institution under Canadian law and subject to prudential regulation and supervision by OSFI. BMO is registered with the Commodity Futures Trading Commission as a non-U.S. swap dealer and with the Securities and Exchange Commission as a securities-based swap dealer. The Chicago branch of BMO is a primary dealer of U.S. government bonds, regulated by the Federal Reserve. As noted above, BMO was established in 1817, and through it and its subsidiaries, services more than 12 million customers in North America through three operating groups consisting of P&C (including Personal & Business Banking and Commercial Banking), Wealth Management, and Capital Markets.

BFC

BFC is a Delaware corporation with its headquarters in Chicago, Illinois, and is a wholly-owned subsidiary of BMO. BFC owns 100% of the shares of BHB and BMO Harris Central N.A.,⁵ both federally chartered depository institutions and, therefore, BFC is a bank holding company under the Bank Holding Company Act of 1956, as amended. Additionally, BFC has elected to become a financial holding company. BFC is the designated U.S. Intermediate Holding Company of BMO for purposes of compliance with the Federal Reserve Board's Regulation YY Subpart O.

BFC offers services to customers through the same operating groups as its parent, which consist of P&C (including Personal & Business Banking and Commercial Banking), Wealth Management, and Capital Markets. These services are primarily offered through its subsidiaries, BHB and BMO Capital Markets Corp. ("CMC"). CMC is a Delaware corporation with its headquarters in New York, New York, and is an SEC registered broker dealer and investment advisor that engages in, among other things, investment banking, investment advisory and sales and trading activities.

⁵ BMO Harris Central, National Association is a special purpose cash management bank.

BHB

BHB is a national bank with its main office in Chicago, Illinois. BMO acquired the operations of BHB in 1984. The initial predecessor bank of BHB was Harris Trust & Savings Bank, which was established 1882. BHB currently operates over 500 branches (including its main office) across nine states (Illinois, Wisconsin, Minnesota, Indiana, Arizona, Missouri, Florida, Kansas, and Texas). As of September 30, 2021, BHB had total consolidated assets of \$166 billion, representing 85% of the total consolidated assets of BFC, and total deposits of \$139 billion. BHB offers services to its customers through the same operating groups as BMO, which consist of P&C (including Personal & Business Banking and Commercial Banking), Wealth Management, and Capital Markets.

Personal & Business Banking provides customers with a wide range of products and services, including checking and savings accounts, credit cards, mortgages, personal loans, small business lending and financial and investment advice. BHB clients are provided a wide range of commercial products and services, including multiple financing options and treasury and payment solutions, as well as risk management products, through the Commercial Banking and Capital Markets businesses.

U.S. Wealth Management provides full-service investing, banking and wealth advisory services to high net worth and ultra-high net worth clients, leveraging individualized financial planning and advice-based solutions such as investment management, business succession planning, trust and estate services, and philanthropy.

BW Holding

BW Holding is a Delaware corporation and a bank holding company, headquartered in San Francisco, California. BW Holding is the direct holding company of BOTW and holds no other securities or investments.

BOTW

BOTW is a California state-chartered nonmember bank with its main office in San Francisco, California. The earliest predecessor bank of BOTW was established as a national association in 1874 (under the name of The First National Bank of San Jose). That institution converted to a California state-chartered bank in 1979 and changed its name to Bank of the West.

As of September 30, 2021, BOTW had total consolidated assets of \$105 billion and total deposits of \$89 billion. BOTW currently has over 500 branch locations in 20 states. The majority of BOTW's branches are in California.

BOTW has four lines of businesses: consumer, small and medium business, corporate and commercial, and wealth management. It offers traditional banking products for each of its lines of business, including checking, savings, credit cards, mortgages, consumer loans, small business loans, cash management services, financial advisory services, corporate and commercial loans, wealth planning, brokerage services and fiduciary services.

Terms of the Proposed Transaction

Agreements and Related Documents. A copy of the Agreement is provided in Exhibit 1. BMO will provide the OCC with a copy of the Bank Merger Agreement, which will be on customary terms agreed upon by the parties, promptly after it is executed.

Pursuant to the Agreement, BFC will acquire all the shares of BW Holding, and thereby its wholly owned subsidiary BOTW, for all-cash consideration. Following the Share Acquisition, BW Holding will be merged with and into BFC, with BFC continuing as the surviving corporation and, following the Holdco Merger, the separate corporate existence of BW Holding will cease. Within one business day of the Share Acquisition, BOTW will be merged with and into BHB, with BHB as the surviving bank and, following the Bank Merger, the separate entity of BOTW will cease to exist.

On consummation of the Bank Merger, the subsidiaries of BOTW will become subsidiaries of BHB. In Exhibits 2 and 3, please find: (i) the current organizational chart of BOTW, including its parent bank holding companies and (ii) the current organizational chart of BHB, including its parent bank holding companies. A pro forma organizational chart of BHB is provided in Confidential Exhibit A.

BMO, BNPP, BHB and BOTW, and certain of their affiliates, as applicable, will enter into a transitional services agreement and a reverse transitional services agreement, as necessary, to help ensure that their respective business operations will continue to operate without disruption. Copies of the final executed versions of these agreements will be provided to the Federal Reserve and the OCC promptly after they are finalized.

Resolutions approving the Share Acquisition by BMO's Board of Directors and joint resolutions of the Boards of Directors of BFC and BHB approving the Bank Merger and the filing of the related regulatory filings, as well as the related consent of BFC as the sole shareholder of BHB approving the Bank Merger, are provided in Exhibit 4. Shareholder consent of BMO as the sole shareholder of BFC and resolutions of BFC's Board of Directors approving the Holdco Merger are provided in Exhibit 5.

Relevant resolutions of the Boards of Directors of BNPP, BNP-US and BW Holding approving the Share Acquisition and the Bank Merger and of BOTW approving the Bank Merger and the filing of the Bank Merger application, as well as the related consent of BW Holding as the sole shareholder of BOTW, are provided in Exhibit 6. Resolutions of the Board of Directors of BW Holding and the related consent of BNP Paribas USA Inc. as the sole shareholder of BW Holding, approving the Holdco Merger are provided in Exhibit 7.

BMO filed a 6-K in connection with its entry in the original Share Purchase Agreement, dated December 18, 2021, which is provided in Exhibit 8.

Below is a summary of the principal terms of the Agreement:

- Structure of Transaction: BFC will purchase 100% of the shares of BW Holding, an indirect wholly-owned subsidiary of BNPP.

- Consideration: BFC will pay BNPP cash equal to \$16.3 billion, *minus* (A)(i) BOTW's transaction expenses and (ii) BOTW dividends made prior to Closing, *plus* (B)(i) BW Holding's Net Assets (as defined in the Agreement) and (ii) if the Share Acquisition has not closed by December 31, 2022, 25% of (1) Closing Excess Tangible Common Equity (as defined in the Agreement) *less* (2) \$10.5 billion (reduced by the amount of any BOTW dividends described above).
- Regulatory Matters: The parties will cooperate and use reasonable best efforts to promptly make all necessary filings and obtain required U.S. and Canadian bank regulatory approvals, and regulatory approvals in connection with the indirect ownership change of BOTW's broker-dealer. BMO will not be required to take actions or accept conditions in connection with seeking a regulatory approval that are not reasonably anticipated and would have a material adverse effect on the combined company.
- Tax Treatment: Taxable purchase and sale of shares for U.S. federal income tax purposes.
- Key Conditions to Closing: Each party's obligation to complete the stock purchase is subject to the following customary conditions:
 - The receipt of all required regulatory approvals;
 - The absence of any law or government order prohibiting the completion of the transaction;
 - The accuracy of the other party's representations and warranties, generally subject to a global "material adverse effect" standard and material compliance by the other party with its covenants; and
 - The receipt of all certificates, documents, evidence and agreements required to be delivered under the Agreement.
- Termination Rights: Either party may terminate the Agreement: (1) by mutual written consent of both parties; (2) by written notice if there is a final and non-appealable denial of a required regulatory approval or if the Proposed Transaction is prohibited by law or order of a court or regulator; (3) by written notice if the Closing has not occurred within one year after the date of the Agreement (unless such date is extended by either party by up to three months), unless the failure to complete the transaction by that date is due to the terminating party's breach of the Agreement; or (4) by written notice if there is a breach by the other party that would cause the failure of the closing conditions described above, unless the breach is cured within 45 days following such notice.
- Termination Fee: There is no termination fee under the Agreement.
- Representations and Warranties:

- The Agreement contains customary representations and warranties from BW Holding and BOTW relating to, among other things, corporate organization, capitalization, subsidiaries, authority, regulatory matters (including filings), financial statements, material contracts, real property, compliance with contracts or law, derivative instruments, litigation, brokers' fees, employee benefit plans and labor, taxes, insurance, intellectual property, privacy and cybersecurity, loans and extensions of credit, its trust business, environmental law matters, and use of assets.
- The Agreement also contains limited customary representations from BMO and BFC relating to corporate organization, authority, regulatory matters (including filings), brokers' fees, litigation, availability of funds, and the character of its investment.
- Negative Covenants: The Agreement includes customary covenants, including covenants requiring BW Holding and BOTW (and its subsidiaries), subject to certain exceptions, to conduct their respective businesses in the ordinary course during the interim period between the execution of the Agreement and the Closing of the Proposed Transaction.
- Survival of Representations, Warranties and Covenants: Representations and warranties generally survive for 18 months after the Closing. However, representations regarding (1) certain fundamental matters (e.g., corporate organization and authority) continue until the expiration of the applicable statute of limitations and (2) tax will survive until 30 days following the expiration of the full period of all statutes of limitations. Covenants will survive until performed in full, except that covenants required to be performed prior to the Closing shall only survive for the 18-month period noted above.
- Indemnification: Each party will indemnify the other for losses relating to breaches of representations and warranties, covenants and certain tax and other matters, subject to the following limitations relating to breaches of representations and warranties:
 - Cap: The maximum, aggregate indemnification liability for breaches of representations and warranties (except breaches of certain fundamental representations and warranties) is capped at \$1.55 billion. Absent fraud, the maximum, aggregate indemnification liability for breaches of representations and warranties (including fundamental representations) is capped at the amount of the purchase price paid at the Closing.
 - Basket: A party's losses for breaches of representations and warranties (other than fundamental representations and warranties) must first exceed \$1,000,000 on a per claim basis (or series of related claims), and \$175 million in the aggregate before the other party is liable for the amount of losses in excess of such threshold.

- BNPP will also indemnify BMO for any losses relating to pre-Closing liabilities of BW Holding.

Required Approvals

In addition to this OCC Application, applications to regulatory agencies will include:

- An application to the Federal Reserve by BMO and BFC, requesting approval to acquire BW Holding and thereby BOTW, pursuant to sections 3(a)(3) and (5) of the BHC Act, and section 225.15 of Regulation Y (the “FRB Application”);⁶
- An application to the California Department of Financial Protection and Innovation (“DFPI”) for prior approval to control of BOTW, pursuant to section 1251 of the California Financial Code;
- An application to the Financial Industry Regulatory Authority, Inc. in respect of the change of control of BancWest Investment Services, Inc. (“BWIS”); and
- An application for Minister of Finance (Canada) approval for the Share Acquisition pursuant to section 468(5) of the *Bank Act* (Canada); and OSFI approval for the Bank Merger pursuant to section 482 of the *Bank Act* (Canada).

In addition, BMO-FG and BOTW will submit appropriate notices of the Proposed Transaction, with copies of this OCC Application and the FRB Application to the additional host states in which BOTW operates branches, as well as any other state or foreign regulatory filings and approvals that may be required in connection with the Proposed Transaction.

Public Notice

The form of newspaper notice for the Application is provided in Exhibit 9. Notice will be published in each of: (1) *Chicago Tribune*, a newspaper of general circulation in Chicago, Illinois, the city in which the headquarters of BFC and the main office of BHB are located; and (2) *San Francisco Chronicle*, a newspaper of general circulation in San Francisco, California, the city in which the main office of BOTW is located.

Copies of the publication affidavits from those newspapers will be provided to the OCC once they become available.

Factors for OCC Review

I. Interstate Banking Requirements

The Riegle-Neal Act Interstate Banking and Branching Efficiency Act of 1994, as amended (the “Riegle-Neal Act”), permits the OCC to authorize mergers between insured banks with different home states, subject to certain requirements. As discussed below, the Bank

⁶ 12 U.S.C. §§ 24, 24a, 36(d), 1828(c) and 1831u; 12 CFR §§ 5.26, 5.33, 5.34, 5.35, 5.36 and 5.39. This OCC Application will also cover the operating subsidiary, financial subsidiary and fiduciary aspects of the Bank Merger.

Merger meets the applicable requirements of the Riegle-Neal Act.⁷ For purposes of this provision, BHB's home state is Illinois, the state in which its main office is located.⁸ BOTW's home state is California, the state in which its main office is located.⁹

Approval of an application to engage in an interstate merger transaction under 12 U.S.C. § 1831u is subject to certain requirements and conditions set forth in 12 U.S.C. §§ 1831u(a)(5) and 1831u(b). These conditions relate to: (1) compliance with state filing requirements; (2) compliance with state-imposed age limits, subject to the Riegle-Neal Act's limitations; (3) compliance with nationwide and state concentration limits; (4) community reinvestment compliance; (5) adequacy of capital and management skills; and (6) surrender of the charter, upon request, after the transaction. The Bank Merger satisfies or will satisfy all of these conditions to the extent applicable.

Compliance with State Filing Requirements. The Bank Merger will comply with applicable state filing requirements. An acquiring bank in an interstate merger transaction must (1) comply with the filing requirements of any state that will become a host state as a result of the transaction, and (2) submit a copy of the application to the state bank supervisor of the host state.¹⁰ The following states will become host states as a result of the Bank Merger: Colorado, Iowa, Idaho, New York, North Dakota, Nebraska, New Mexico, Nevada, Oklahoma, Oregon, South Dakota, Utah and Wyoming (the "Host States"). BHB will comply with the applicable filing requirements of the Host States and send a copy of this OCC Application (and the FRB Application) to the relevant bank supervisor in all of the Host States.¹¹

Age of the Acquired Bank. Under 12 U.S.C. 1831u(a)(5), the OCC may not approve a merger "that would have the effect of permitting an out-of-State bank or out-of-State bank holding company to acquire a bank in a host State that has not been in existence for the minimum period of time, if any, specified in the statutory law of the host State," subject to a five-year cap.¹² The earliest predecessor bank of BOTW was established as a national association in 1874 (under the name of The First National Bank of San Jose). That institution converted to a California-chartered state bank in 1979 and changed its name to Bank of the West. Accordingly, the bank has been in existence much longer than five years and the OCC is authorized under section 1831u(a)(5) to approve the Bank Merger.

Nationwide Concentration Limit. Section 1831u(b)(2)(A) provides that an interstate acquisition may not be approved, if, upon consummation, the applicant would control "more than 10 percent of the total amount of deposits of insured depository institutions in the United States" ("nationwide deposits").¹³ On consummation of the Bank Merger, BHB would hold only

⁷ 12 U.S.C. § 1831u.

⁸ 12 U.S.C. § 1831u(g)(4)(A)(i).

⁹ 12 U.S.C. § 1831u(g)(4)(A)(ii).

¹⁰ 12 U.S.C. § 1831u(b)(1). The term "host State" means, "With respect to a bank, a State, other than the home State of the bank, in which the bank maintains, or seeks to establish and maintain, a branch." 12 U.S.C. § 1831u(g)(5).

¹¹ BHB will also provide copies of this OCC Application and the FRB Application to the DFPI as part of BHB's application for the Bank Merger.

¹² 12 U.S.C. § 1831u(a)(5)(A).

¹³ 12 U.S.C. § 1831u(b)(2)(A).

approximately 1.25% of nationwide deposits as of June 30, 2021 and, thus, would be well under the nationwide deposits concentration limit.

Statewide Concentration Limit. Section 1831u(b)(2)(B) provides that an interstate merger may not be approved if (1) any bank involved in the transaction (including all insured depository institutions that are affiliates of any such bank) has a branch in any state in which any other bank involved in the transaction has a branch, and (2) the resulting bank (including all insured depository institutions that would be affiliates of the resulting bank), upon consummation of the transaction, would control 30% or more of the total amount of deposits in any such state.¹⁴

BOTW's home state is California and it has branches in the host states of Arizona, Colorado, Idaho, Iowa, Kansas, Minnesota, Missouri, Nebraska, Nevada, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin and Wyoming. BHB also has branches in Arizona, Kansas, Minnesota, Missouri, and Wisconsin.¹⁵ Upon consummation, BHB would hold only 3.3% of total insured depository institution deposits in Arizona,¹⁶ 1.8% of total insured depository institution deposits in Kansas,¹⁷ 3.3% of total insured depository institution deposits in Minnesota,¹⁸ 1.1% of total insured depository institution deposits in Missouri,¹⁹ and 12.8% of total insured depository institutions in Wisconsin.²⁰ Therefore, the Proposed Transaction would comply with this statewide concentration limit.

Section 1831u(b)(2)(C) further provides that state law caps on the total amount of deposits in the state that a single banking organization may hold must also be complied with; provided that the cap does not discriminate against out-of-state banking organizations.²¹ Arizona, Minnesota, and Wisconsin either impose a 30% state deposit cap or default to the 30%

¹⁴ 12 U.S.C. §1831u(b)(2)(B).

¹⁵ BMO Harris Central, National Association has its main office location in Roselle, Illinois and no branches.

¹⁶ As of June 30, 2021, BHB and BOTW had deposits totaling \$5.1 billion and \$1.6 billion, respectively, in Arizona. On a combined basis, BMO would hold \$6.7 billion or 3.3% of the \$203.8 billion total amount of deposits of insured depository institutions in Arizona.

¹⁷ As of June 30, 2021, BHB and BOTW had deposits totaling \$1.0 billion and \$0.7 billion, respectively, in Kansas. On a combined basis, BMO would hold \$1.7 billion or 1.8% of the \$97.1 billion total amount of deposits of insured depository institutions in Kansas.

¹⁸ As of June 30, 2021, BHB and BOTW had deposits totaling \$7.8 billion and \$1.5 billion, respectively, in Minnesota. On a combined basis, BMO would hold \$9.3 billion or 3.3% of the \$282.8 billion total amount of deposits of insured depository institutions in Minnesota.

¹⁹ As of June 30, 2021, BHB and BOTW had deposits totaling \$2.2 billion and \$0.4 billion, respectively, in Missouri. On a combined basis, BMO would hold \$2.6 billion or 1.1% of the \$230.3 billion total amount of deposits of insured depository institutions in Missouri.

²⁰ As of June 30, 2021, BHB and BOTW had deposits totaling \$25.6 billion and \$35.1 million, respectively, in Wisconsin. On a combined basis, BHB would hold \$25.6 billion or 12.8% of the \$200.7 billion total amount of deposits of insured depository institutions in Wisconsin.

²¹ See 12 U.S.C. § 1842(d)(2)(C).

state deposit cap under section 3(d).²² Kansas imposes a 15% deposit cap.²³ Missouri imposes a 13% deposit cap.²⁴ As discussed above, upon consummation, BHB would hold far less than the state deposit caps in these states. Specifically, upon consummation, BHB would hold 3.3%, 1.8%, 3.3%, 1.1%, and 12.8%, of total insured depository institution deposits in Arizona, Kansas, Minnesota, Missouri, and Wisconsin, respectively. Therefore, the Bank Merger would comply with these state deposit cap requirements.

Community Reinvestment Act Compliance. The Riegle-Neal Act requires the OCC to consider an applicant’s record under the CRA and take into account BHB’s and BOTW’s record of compliance under state community reinvestment laws. This provision applies in the case of an interstate merger transaction “in which the resulting bank would have a branch or bank affiliate immediately following the transaction in any State in which the bank submitting the application (as the acquiring bank) had no branch or bank affiliate immediately before the transaction.”²⁵ BHB and BOTW each currently have overall CRA performance ratings of “Outstanding.” Detailed information about the CRA compliance records of BHB and BOTW are in the *Commitment to the CRA* section below. There are no applicable state community reinvestment statutes that apply to BHB or BOTW.

Capital and Managerial Conditions. The Bank Merger will comply with the Riegle-Neal Act’s capital and managerial conditions. The Riegle-Neal Act requires that each bank involved in the Bank Merger be “adequately capitalized” as of the date the merger application is filed and that the responsible agency determines that the resultant bank will be “well capitalized” and “well managed.”²⁶ Each of BHB and BOTW is “well capitalized” and BHB will remain “well capitalized” and “well managed” on consummation of the Bank Merger. Please see the discussion below in the *Financial and Managerial Resources* section and the exhibits referenced therein.

Conclusion Under Riegle-Neal Act. The Bank Merger will satisfy each of the conditions for an interstate acquisition under the Riegle-Neal Act. Accordingly, the OCC is permitted to approve the Bank Merger.

II. Financial and Managerial Resources and Future Prospects

In acting on this OCC Application, the Bank Merger Act requires the OCC to consider the financial and managerial resources and future prospects of the organizations involved. The Bank Merger is a strategic transaction to increase BHB’s geographic presence and expand its suite of banking products to better serve its and BOTW’s customers.

BHB and BOTW, and their respective bank holding companies, have strong financial, capital, liquidity and managerial resources, including a robust risk management framework (“RMF”), that will allow them to consummate the Proposed Transaction, successfully integrate

²² See A.R.S. § 6-328B; Wash. Rev. Code § 30.49.125; Wis. Stat. § 221.0901(7).

²³ See Kan. Stat. Ann. § 9-520.

²⁴ See Mo. Rev. Stat. § 362.915.

²⁵ See 12 U.S.C. § 1831u(b)(3).

²⁶ 12 U.S.C. § 1831u(b)(4).

the operations of BOTW into BHB, and ensure the continued safe and sound operation of BHB going forward. BHB will have minimal changes to its existing risk profile and will benefit from access to new markets, increased efficiencies, and new revenue sources to meet customer needs and develop deeper relationships with customers and community organizations.

Based on all the information below and in the exhibits, it is evident that the financial, managerial and future prospects factors that the OCC must consider all support approval of this OCC Application.

A. Financial, Capital and Liquidity Strength

Capital. BMO-FG employs comprehensive and rigorous capital planning and capital stress testing programs, and the acquired operations of BOTW will be covered by these effective programs. The respective capital and leverage ratios of BHB and BOTW, and their respective bank holding companies, exceed the minimum ratios necessary for “well capitalized” status and, on consummation of the Proposed Transaction, the capital ratios and leverage ratios of BHB, as well as BMO and BFC, will exceed the required minimum levels and otherwise meet supervisory expectations. The Proposed Transaction is expected to result in a collective bank and company with stronger financial and operating metrics, greater diversification, and increased profitability and scale that will permit BHB to better compete against the largest banking organizations and larger regional banking organizations in the United States. For more detailed information on the current, pro forma and projected financials, capital ratios and asset quality of BMO, BFC and BHB, please see Exhibit 10 and Confidential Exhibit B.

Since January 1, 2020, the federal banking agencies’ capital and liquidity rules classify all banking organizations with \$100 billion or more in total consolidated assets into one of four categories (Category I, II, III or IV), based on the banking organization’s asset size and risk profile, with the most stringent capital and liquidity requirements applicable to Category I firms and the least restrictive requirements applying to Category IV firms. The regulatory capital and liquidity requirements generally apply to U.S. intermediate holding companies, as well as to their subsidiary banks. Based on this regulatory framework, BFC and BHB currently qualify as Category IV organizations. Following the Proposed Transaction, BFC and BHB are expected to become Category III firms.²⁷

As a Category III firm, BFC will continue to be subject to the Federal Reserve’s capital plan rule, capital stress testing requirements and the Comprehensive Capital Analysis and Review (“CCAR”) process, in addition to the other requirements described above. Given that BHB’s assets will exceed \$250 billion post-closing, BHB will become subject to the OCC’s DFAST company-run stress testing requirements.

Liquidity. BFC, as a Category IV institution with less than \$50 billion in weighted short-term wholesale funding, and BHB are currently not subject to the U.S. liquidity coverage ratio requirement (the “LCR”) and net stable funding requirement (the “NSFR”). The LCR requirement is designed to ensure that covered banking organizations maintain an adequate level of cash and high-quality, unencumbered liquid assets to meet estimated liquidity needs in a

²⁷ Note that for purposes of resolution planning under Regulation QQ, 12 CFR part 243, BMO is subject to the Category III requirements based on its consolidated U.S. operations.

short-term stress scenario, using prescribed liquidity inflow and outflow assumptions. The NSFR is designed to ensure that institutions maintain a stable funding profile in relation to the composition of their assets and off-balance sheet activities. Following the Proposed Transaction, BFC will become a Category III organization with less than \$75 billion in weighted short-term wholesale funding. As a result, BFC and BHB will be subject to tailored LCR and NSFR requirements and will exceed the requirements when they become applicable.

BMO-FG maintains a robust liquidity risk management program and manages liquidity risk at the consolidated company level to help ensure that it (1) can obtain cost-effective funding to meet current and future obligations under both normal “business as usual” and stressful circumstances, and (2) maintains an appropriate level of contingent liquidity. Management monitors liquidity through a series of early warning indicators that may indicate a potential market or BMO-specific liquidity stress event, performs liquidity stress tests over multiple time horizons with varying levels of severity, and maintains a contingency funding plan to address a potential liquidity stress event. BMO-FG liquidity guidelines and liquidity-related risk limits are established at an enterprise level, as well as managed and monitored at various entity levels, including BFC and BHB. BMO-FG’s liquidity risk management program will cover the acquired operations of BOTW on consummation of the Proposed Transaction.

Resolution Planning. BHB does not anticipate significant changes to its resolution planning processes as a result of the Proposed Transaction, either at the bank or bank holding company levels. Although BHB will have a larger asset base following the Proposed Transaction, it does not anticipate changes to its core business lines, material entities or critical operations/systemically important functions. Any BOTW products or services that are additive to BHB’s existing offerings will be added to BHB’s existing core business lines.

The Proposed Transaction will also not result in a material change in BMO-FG’s existing primary resolution strategy because BOTW will be merged into BHB at closing. BMO-FG anticipates that its planning will evolve to account for some of the geographies, products and services that are additive to BMO-FG’s existing offerings and, therefore, its secondary options for selling various portions will also be evaluated.

However, given that BHB’s assets will exceed \$250 billion post-Closing, BHB will become subject to the OCC’s recovery plan requirements.²⁸ The OCC’s guidelines relating to recovery planning standards (the “Recovery Guidelines”) establish minimum standards for recovery planning by insured national banks, insured federal savings associations, and insured federal branches of foreign banks (banks). The Recovery Guidelines state that a recovery plan should identify (a) quantitative or qualitative indicators of the risk or existence of severe stress that reflect a covered bank’s particular vulnerabilities and (b) a wide range of credible options that a covered bank could undertake in response to the stress to restore its financial strength and viability. Under the Recovery Guidelines, a recovery plan should also address: (i) procedures for escalating decision-making to senior management or the board of directors, (ii) management

²⁸ Note that for purposes of resolution planning under Regulation QQ, 12 CFR part 243, BMO-FG is already subject to the Category III requirements.

reports and (iii) communication procedures. BHB commits that it will dedicate sufficient resources to satisfy the OCC’s recovery plan requirements.

B. Managerial Resources

BMO, BFC and BHB have diverse, highly accomplished and experienced Boards of Directors and senior executive management teams, which provide them with outstanding managerial resources to ensure their safe and sound operation.

1. Boards of Directors

BMO, BFC and BHB. The BFC and BHB Boards of Directors and management will evaluate the proposed composition of the Boards of BFC and BHB following the Proposed Transaction, considering the appropriate size, skill sets, geographic representation, diversity as well as other governance considerations. The Board of BFC and/or BHB will include representation from BOTW’s current board of directors. There are no contemplated changes to the Board of Directors of BMO as a result of the Proposed Transaction.

The current directors of BMO, BFC and BHB are set forth below:

Name of Director	Principal Occupation	BMO	BFC	BHB
Jan Babiak	Corporate Director	X		
Sophie Brochu	President and CEO of Hydro-Quebec	X		
Craig Broderick	Corporate Director	X		
George Cope	Corporate Director	X (Chair)	X	
Stephen Dent	Managing Director, Birch Hill Equity Partners	X		
Christine Edwards	Corporate Director	X	X	X
Martin Eichenbaum	Corporate Director	X		
David Harquail	Chair of the Board of Franco-Nevada Corporation	X		
Linda S. Huber	Chief Financial Officer, FactSet	X		
Eric R. La Flèche	President and Chief Executive Officer, Metro Inc.	X		
Lorraine Mitchelmore	Corporate Director	X		
Madhu Ranganathan	Executive Vice President and Chief Financial Officer, OpenText Corporation	X		
W. Darryl White	Chief Executive Officer, BMO	X	X	
David Casper	Group Head, North American Commercial Banking U.S. Chief Executive Officer BHB Chief Executive Officer		X	X (Chair)
Adela Cepeda	Corporate Director		X	X
Kevin Connelly	Consultant/Former CEO and Managing Partner, SpencerStuart		X	

Name of Director	Principal Occupation	BMO	BFC	BHB
Diane Cooper	Corporate Director		X	X
Cameron Fowler	Chief Strategy & Operations Officer, BMO		X	
Charles Matthews	President and Chief Executive Officer, Peoples Energy Corporation		X	X
John Rau	President and Chief Executive Officer, Miami Corporation		X (Chair)	
John Shiely	Corporate Director		X	X
Mike Van Handel	Corporate Director		X	X
Darrel Hackett	Executive Vice President and Head of U.S. Wealth Management			X

2. Management

In accordance with BMO-FG's established talent management practices, BMO, BFC and BHB are evaluating and considering the senior executive officers and management of BHB post-closing, which will include members of BOTW's current management. Decisions have not been made at this time. In the period prior to conversion, BMO, BFC and BHB anticipate that most or all of the senior management of BOTW will remain to help ensure a smooth transition and conversion. The current Senior Executive Officers of BMO, BFC and BHB are set forth below. For additional information on the management organization, see Confidential Exhibit C.

Name of Senior Executive Officer	Position	BMO	BFC	BHB
W. Darryl White	Chief Executive Officer	X		
Daniel Barclay	Group Head, BMO Capital Markets	X		
David Casper	Group Head, North American Commercial Banking	X		
	U.S. Chief Executive Officer BHB Chief Executive Officer		X	X
Patrick Cronin	Chief Risk Officer	X		
Cameron M. Fowler	Chief Strategy & Operations Officer	X		
Sharon Haward-Laird	General Counsel	X		
Erminia Johannson	Group Head, North American Personal & Business Banking	X	X	X
Deland Kamanga	Group Head, Wealth Management	X		
Mona Malone	Head, People & Culture and Chief Human Resources Officer	X		
Steven L. Tennyson	Chief Technology & Operations Officer	X		
Tayfun Tuzun	Chief Financial Officer	X		
Carolyn Booth	Executive Vice President and Head, Distribution, U.S. Personal & Business Banking		X	X

Name of Senior Executive Officer	Position	BMO	BFC	BHB
Donald Erickson	Senior Vice President and U.S. Chief Auditor		X	X
Darrel Hackett	Executive Vice President and Head of U.S. Wealth Management		X	X
Daniel J. Marszalek	Executive Vice President and Head, U.S. Corporate Finance		X	X
Tracie Morris	Senior Vice President and U.S. Chief Human Resources & Inclusion Officer		X	X
Donna Parish	Executive Vice President, U.S. General Counsel and Assistant Secretary		X	X
Pamela Piarowski	Senior Vice President and interim Chief Financial Officer		X	X
Brad Rothbaum	Executive Vice President and Head, U.S. Global Markets		X	
Alan Tannenbaum	Executive Vice President and Head, Global Investments & Corporate Banking		X	
Stephen Taylor	Executive Vice President and Integration Management Officer		X	X
Victor Tung	Executive Vice President and U.S. Chief Technology & Operations Officer		X	X
George Walz	Senior Vice President and Chief Compliance Officer		X	X
Raymond C. Whitacre	Executive Vice President and Head, U.S. Diversified Industries		X	X
Ann Marie Wright	Executive Vice President and U.S. Chief Risk Officer		X	X

3. U.S. Governance Structure

At BMO-FG, governance is the management of rights, authority and control through defined checks and balances. An effective and efficient governance model provides a structure for oversight in which leadership ensures clear accountability, establishes transparency, streamlines decisions and promotes and maintains a disciplined and unified culture, overseen by the Board of Directors and Senior Management.

BMO-FG maintains a mature U.S. governance framework that provides integrated oversight for BMO-FG’s U.S. operations, enabling enhanced efficiency and effectiveness of those businesses and the aggregation and oversight of key risks across the region (the “U.S. Governance Framework”) and legal entities. This framework is supported by U.S. executive officers, management committees with linkages to Board committees, an established corporate governance function and effective policies and procedures to properly govern and supervise its businesses and employee in the region.

The U.S. Governance Framework is supported by individual governance frameworks in U.S. lines of business, corporate functions in BHB, BFC and their U.S. affiliates, including BMO's U.S. branches. These frameworks are designed to capture how BMO-FG's U.S. governance operates in each function and to support a culture of good corporate governance. The U.S. Governance Framework also incorporates legal entities, to ensure oversight meets legal and supervisory expectations, including BHB. The U.S. Governance Framework, including its subsidiary components, is updated as necessary.

U.S. management ensures that the business in the region is conducted in compliance with all legal and regulatory requirements and expectations, as well as with BMO-FG policies. This effort includes establishing local policies and procedures that are consistent with those of BMO-FG, where appropriate, taking into consideration regional differences in law, regulation and business custom and practice, e.g., the OCC Heightened Standards. As part of the integration process, we will assess and ensure our U.S. Governance Structure will continue to provide strong oversight of BHB.

4. Employees

BHB is dedicated to a successful transition for both BHB and BOTW employees. In line with this vision, BMO-FG, including BHB, is carefully evaluating potential overlapping areas and developing a plan to ensure any identified overlaps are carefully managed. Related job losses or adverse consequences to either legacy employees of BOTW or employees of BHB are expected to be mitigated in part by leveraging positions that become available as a result of natural attrition, particularly in light of the current employment market, and exploring where there may be opportunities for redeployment within the organization. As noted above, there are only a few areas of geographical overlap between the retail branch network and operations of BHB and BOTW. As a result, no branch closures are expected as a result of the Proposed Transaction and all front-line branch employees will be retained.

The combination of BHB and BOTW will create a strong banking organization that has the national reach, comprehensive product offerings, capital resources and technology infrastructure and applications to better serve customers and compete with the largest bank organizations. In addition, while BMO-FG recognizes that there will be displacements in certain areas where redundancies exist or where operations are modified or discontinued, there are also expected areas of growth and focus on the functional expertise as BHB expands. BMO-FG, including BHB, is currently completing a comprehensive analysis of its expected staffing and talent needs within the combined organization as part of its integration planning, as discussed below. As part of this integration planning, BMO-FG, including BHB, will receive and review information from BOTW regarding the positions, skills and experience of its employees to help ensure that appropriate talent is identified for each position in the combined organization. Due to the number of positions involved, and BMO-FG's desire to match the best talent with each available position, this process is expected to take at least a few months, with any resulting displacements occurring only after consummation of the Proposed Transaction. BMO-FG, including BHB, believes that the expanded scale of the combined BHB will afford many employees new growth and development opportunities.

5. Integration Planning and Experience

The leadership of BHB and BMO-FG is dedicated to ensuring that the integration of BOTW into BHB, and BMO-FG more broadly, is well-planned and effectively managed and implemented. BHB and BMO-FG conducted extensive due diligence on BOTW. BHB and BMO-FG management led a team of approximately 200 individuals who conducted a thorough review of BOTW's lines of business, and functional areas, including human relations, finance, internal audit, legal, compliance and risk management, including credit, compliance, operational and market risks. A summary of the due diligence conducted by BMO is provided in Confidential Exhibit D.

To oversee and guide the integration of BOTW, BMO-FG has established an Integration Management Office, which will report regularly on progress to the Boards of Directors of BHB, BFC and BMO, as well as the appropriate management committees, including BMO US Management Committee. As a whole, the Integration Management Office is responsible for ensuring the cohesiveness of BMO-FG's integration strategy, driving the overall firm-wide timeline and making key enterprise-level decisions regarding the integration.

In addition, leadership will provide regular integration updates to local examination representatives, including the Federal Reserve, OCC and OSFI.

The Integration Management Office is supported by accountable managers responsible for their respective workstreams and delivery teams that are aligned directly to the business. Subject to certain information sharing restrictions, each workstream is responsible for conducting a gap assessment and developing a detailed project plan and timeline and supporting communication of information and decisions about the integration across relevant stakeholders. The various gap assessments conducted by each workstream will identify any enhancements and whether such enhancements can be completed prior to Closing. Where required enhancements cannot be completed prior to Closing, the workstreams will be required to document the gap, raise an exception for approval, and receive the appropriate approval by Closing. The exceptions will require a remediation plan with targeted completion, to ensure effective challenge of the gaps is completed and a reasonable plan put forward. The Integration Management Office will receive regular reporting from each workstream and serves as a centralized decision maker across all business areas and functions. It will also oversee employee and customer communication to ensure a seamless transition.

Senior executive management of BMO-FG and BOTW are focused on the complex infrastructure considerations and plan to have a phased system integration to ensure that the integrations and systems conversions are well-planned, properly managed and effectively executed. BMO-FG's Technology platforms have been architected to support the volumes of a large bank and its active resiliency program enable its platforms to deliver high availability and capacity supported with a number of resiliency teams, and a set of robust and industry standard tools.

A copy of BMO-FG's integration planning structure is provided in Confidential Exhibit E. Currently, BMO-FG expects BOTW's businesses to be fully integrated within the later of 18 months from the date of the Agreement or six months after the Closing.

6. Risk Management

Both BMO-FG, including BHB, and BOTW have robust RMFs, including coverage of liquidity and funding, credit, market, operational, strategic, reputational, legal & regulatory compliance, and environmental and social risks. BMO-FG, including BHB, has implemented an effective risk management culture which is a component of BMO-FG's overall culture. BMO-FG has a long tradition of commitment to high ethical standards, grounded in BMO's values of integrity, empathy, diversity and responsibility. BMO-FG's purpose – "To Boldly Grow the Good in Business and in Life" – is underpinned by its values. Risk culture is the set of shared norms, attitudes and behaviors related to risk awareness, risk-taking and risk management at BMO-FG. BMO-FG's risk culture reinforces appropriate protocols for responsible and ethical behavior.

The Enterprise Policy Framework includes a comprehensive set of corporate policies, each of which is approved by the BMO Board of Directors or its subcommittees (and approved for adoption by BFC Board or its subcommittees), as well as corporate standards issued pursuant to those corporate policies that are reviewed by management committees and approved by senior management (and approved for adoption by subcommittees of the U.S. Management Committee). These corporate policies and standards collectively outline the principles, expectations, and roles and responsibilities of the Board and senior management for ensuring that key risks are identified, assessed, managed (including mitigation), monitored and reported, as they apply to BHB, BFC and BMO.

Corporate policies and standards are reviewed and updated at a minimum every two years. In accordance with the U.S. Governance Framework, U.S.-based policies or standards are developed in adherence with BMO-FG's Policy Framework Guideline and are approved by the BFC Board's Risk Oversight Committee or other appropriate BFC or BHB Board subcommittees or the BHB Board. U.S. policies or standards are issued either in support of an adopted BMO-FG policy or standard or on a stand-alone basis, depending on whether the relevant U.S. law, regulation or supervisory expectations are different.

Please see Confidential Exhibit F for additional information on the Risk Governance Structure.

The components of risk governance support the RMF and apply the principles of sound corporate governance for the identification, assessment, management (including mitigation), monitoring and reporting of material risks. BMO-FG continues to advance its RMF and Risk Governance through ongoing updates to foundational risk management programs and alignment with evolving industry trends and regulatory expectations. This includes ongoing efforts to:

- Streamline and simplify the RMF and drive alignment between Enterprise and U.S. frameworks through a centralized team within Enterprise Risk; and
- Refine BMO-FG's approach to its risk appetite by evaluating the framework to address evolving areas of risk such as environmental and social risk (including climate change) and non-financial risks.

Credit Risk. Credit and counterparty risk underlies all lending activities and also arises in the holding of investment securities, transactions related to trading and other capital markets products, and activities related to securitization. The objective of the Credit Risk Management Framework is to ensure that all material credit risks to which BMO-FG, including at the BHB-specific level, are exposed are identified, measured, managed, monitored and reported. The Credit Risk Management Framework incorporates governing principles that are defined in a series of corporate policies and standards and are applied to specific operating procedures. These policies and standards are reviewed on a regular basis and modified as necessary to keep them current and consistent with BMO-FG’s enterprise-level and BHB’s respective entity-level risk appetite. The structure, limits (both notional and capital-based), collateral requirements, monitoring, reporting and ongoing management of credit exposures are all governed by these credit risk management principles.

BMO-FG carries out regular portfolio and sector reviews (wholesale and retail), including stress testing and scenario analysis based on current, emerging or prospective risks, such as the COVID-19 pandemic. Reporting is provided at least quarterly, and more frequently where appropriate, to the relevant Boards of Directors and senior management committees to keep them informed of credit risk developments, including changes in credit risk concentrations, watchlist accounts, impaired loans, provisions for credit losses, negative credit migration and significant emerging credit risk issues.

With respect to wholesale exposure, Corporate and Commercial Banking lending officers are responsible for recommending credit decisions based on the completion of appropriate due diligence. All credit risk exposures are subject to regular monitoring. Performing corporate and commercial accounts are reviewed on a regular basis, no less frequently than annually, with most subject to internal monitoring triggers that, if breached, result in an interim review. For most transactions (excluding a subset that meet pre-defined approval criteria), credit officers in Enterprise Risk Portfolio Management (second line of defense) approve credit transactions and are accountable for providing an objective independent assessment of the lending recommendations and effective challenge of risks assumed by the lending officers. All of these individuals in the first and second lines of defense are subject to a lending qualification process and operate in a disciplined environment with clear delegation of decision-making authority, including individually delegated lending limits where appropriate, which are reviewed annually or more frequently, as needed. BOTW’s wholesale lending process has a similar dual signature framework and credit qualification. Integration teams will ensure first and second line employees will be appropriately trained on the BMO-FG processes.

BOTW’s commercial portfolio is complimentary geographically to BFC given minimal physical overlap and only modestly increases some commercial concentrations.

With respect to retail exposure, Consumer Credit Risk Management (“CCRM”) is a second line of defense function responsible for providing oversight, effective challenge and independent assessment of risk-taking activities within the retail lending businesses. CCRM is accountable for overall policy review and governance function, oversight and effective challenge of credit strategies and policies recommended by first line teams, loan review function and credit approval for loans that exceed size thresholds or meet certain criteria that require an exception-

based review. CCRM plays a critical role in setting risk appetite for the retail lending businesses and ensuring the businesses stay within their risk appetite. The group is also responsible for loan loss forecasting (including supporting the allowance process), risk reporting and monitoring trends & emerging risks.

BOTW's retail portfolio will diversify BMO's U.S. retail portfolio by product and geography and has similar risk appetite and risk culture.

Operational Non-Financial Risk. BMO-FG has a robust framework to manage Operational Non-Financial Risk (“ONFR”), which is guided by the Non-Financial Risk Management Framework (“NFRMF”). The NFRMF defines the processes used to identify, assess, manage, mitigate, monitor and report on key operational risk exposures and events with significant potential impact to BMO-FG, or specific entities within the group, such as BHB. Aligned with BMO-FG's Risk Management Framework, the NFRMF helps to ensure BMO-FG maintains an operational risk profile consistent with its defined ONFR risk appetite, supported by adequate capital, while remaining operationally resilient.

A key focus of the NFRMF is information security and cybersecurity risk. BMO's Financial Crimes Unit (“FCU”) is an industry leading organizational model that brings together cyber security, fraud management, physical security and global crisis and continuity management capabilities into one unified team to address the ever-growing threat landscape. Leveraging world-class people, processes and technology, the FCU is charged with leading BMO's ability to identify, prevent, detect, respond to and recover from all virtual and physical security threats. Utilizing an all-hazards “fusion center” approach, the FCU integrates business and security expertise, data, and systems with methodologies to enable predictive modeling, near/real-time monitoring, and deliberate crisis management capabilities. The FCU's “follow the sun” global operations ability protects the bank and our customers on a 24/7/365 basis by utilizing teams in North America, Europe and Asia. This capability ensures that our security experts can best accomplish their work without regard to geography or local time.

The creation of the BMO-FG FCU was a significant step forward in securing BMO-FG and its clients against increasingly sophisticated security challenges. It is a key enabler in maintaining and building BMO-FG's trust with our customers, partners and employees. Furthermore, BMO-FG maintains dedicated expertise within the Enterprise Risk and Portfolio Management group to provide effective challenge across fraud, cyber and information security, physical security, and global crisis and continuity management. These capabilities together with continued investments made in people and technology has enabled BMO-FG to keep pace with ever-evolving threats.

BOTW's Operational Risk capabilities appear sufficiently mature and broadly aligned to BMO-FG's ONFR management practices. BOTW's stable risk profile and similar product mix to BMO-FG should further enable efficient integration of ONFR management practices upon completion of the Proposed Transaction. BOTW is currently not subject to the OCC Heightened Standards Framework. As part of the integration process a gap assessment will be completed and a project plan developed to ensure compliance.

Capital Planning. BMO-FG’s risk management activities are fully integrated into its company-wide stress testing activities. These activities include the capital plans for the Enterprise-wide Stress Test and Macro Stress Test at the BMO level, and for the Horizontal Capital Review (“HCR”) at BFC level. Internally designed stress scenarios to test capital adequacy at the enterprise, as well as at the BHB level, are created with specific risk profiles in mind, and begin with consideration of applicable risk taxonomy and supporting risk tier profiles, as well as work conducted as part of the Emerging Events and Scenarios program. Risk management enhancement opportunities, which may improve the capital planning process, are continuously evaluated. In the most recent HCR cycle, for instance, risk execution teams used preliminary variables provided by BMO economists to calculate “early look” approximations of expected losses for credit, market and operational risk. As a result, key stakeholders were able to assess the estimated overall severity of the proposed stress scenario and determine its appropriateness.

For capital planning purposes, the large majority of material risks are captured by modeled results for the various key risk categories. In addition, company-specific events are utilized to attempt to quantify additional risks through a separate scenario analysis process. In the event that a material risk cannot reasonably be included in the scenario, it is considered through other parts of the capital planning process, such as a capital buffer within the capital target and goal setting process. A mapping of material risks and the scenario elements that cover them is documented in the capital plan.

Following the Proposed Transaction and as part of integration, it is contemplated that a similar approach will be used to address key risks as part of capital planning. BMO-FG’s RMF is constructed in such a way to enable the addition and inclusion of new risks identified in the BOTW franchise (which may not have existed for BMO-FG). These risks would then become part of the Risk Taxonomy and be assessed for materiality. Those deemed material would be explicitly considered during capital planning.

Liquidity Risk. Within the overall RMF, there are specific liquidity and funding risk appetites at the BMO-FG enterprise level, as well as at the BHB level. Liquidity Risk Management is integrated into the overall RMF, with oversight provided at BMO by its Board’s Risk Review Committee, BMO Risk Management Committee, BMO Asset and Liability Committee and BMO Balance Sheet Committee, and BFC by its Board’s Risk Oversight Committee, U.S. Risk Management Committee, U.S. Asset and Liability Committee and the Liquidity and Funding Risk Committee (“LFRC,” which serves as a joint BMO-BFC Committee). All of the other elements of the overall ERM framework described above have specific components for Liquidity Risk Management.

Model Risk. BMO-FG’s Model Risk Management Framework (“MRMF”) is aligned with its broader RMF. The MRMF sets out an end-to-end approach for model risk governance across the model life cycle and helps manage model risk within the limits of BMO-FG’s risk appetite. The Model Risk Management Committee (“MRMC”), an established subcommittee of BMO’s Risk Management Committee, is a cross-functional group representing all key stakeholders across BMO-FG. The MRMC meets regularly to help direct BMO-FG’s use of models, to oversee the development, implementation and maintenance of the MRMF, to provide effective challenge and to discuss governance of the enterprise’s models. BMO-FG has a

defined Model Risk Appetite Statement that includes specific “key risk metrics”, which monitor the overall level of model risk at BMO-FG and supports the overall Risk Appetite Framework. The Model Risk Corporate Policy and Model Risk Guidelines implement operational requirements aligned with supervisory expectations on model risk management including the specification of requirements for first line model owners, model developers, and model users, the requirements for effective second line oversight (Model Risk) and the management of models through their defined lifecycle.

In the past few years, BMO-FG has made a focused effort toward enhancing its MRMF, which has included:

- Deployment of a new purpose-built model inventory system to support the full model lifecycle.
- Enhanced processes to ensure ongoing enhanced data quality.
- Enhancements to the MRMF to include more comprehensive assessments of model risk (model risk rating system) and implementation of annual review requirements for all models.
- Enhanced monitoring requirements to provide early identification of potential deterioration of model performance.

Please see attached Confidential Exhibit G for additional information on the RMF of BMO.

Integration. The BMO-FG RMF will apply to BOTW upon Closing and BOTW will be integrated into the BMO-FG RMF. Given the BOTW framework is robust, the portfolios are not dissimilar from existing BHB’s portfolios, and appetite/credit performance is generally similar, it is not anticipated that there will be material issues absorbing BOTW into the BMO-FG RMF. A high-level assessment of policies, procedures, and guidelines, as well as various reporting packages, demonstrated a robust risk management framework.

As noted above, the Integration Management Office includes workstreams for each functional area. For each Risk function, working groups comprised of individuals from both BMO-FG and BOTW will conduct a gap assessment relative to the BMO-FG framework, develop a plan to address as many gaps as possible in advance of Closing, as well as to execute on remaining gap assessments once the Proposed Transaction is completed. In conjunction with the risk assessments, BMO will continue to focus on ensuring retention of employees with the requisite experience and subject matter expertise to support the combined organization.

7. Compliance Risk Management

Compliance Program. BMO-FG, including BHB, has a robust enterprise compliance program (“ECP”) designed to fulfill both the letter and spirit of all applicable regulatory requirements and supervisory guidance. BMO-FG’s ECP manages regulatory risk based on the following key principles listed below. These principles allow BMO-FG to maintain consistency, sustainability, and effectiveness:

- Three lines of responsibility: Responsibility for the ECP is allocated based on a three lines of defense operating model.
- Risk-based approach: The ECP reflects a risk-based approach to: (i) identify, assess, communicate, manage, and mitigate regulatory risk, and (ii) provide a reasonable level of assurance of sustained compliance with regulatory requirements. The ECP plans, allocates resources, and executes activities and processes according to the enterprise level of risk and the guidance in BMO-FG’s Regulatory Risk Appetite Statement, as well as according to the U.S. level of risk and guidance in the U.S. Regulatory Risk Appetite Statement, which is approved by the Audit Committee of each of the BFC and BHB Board of Directors (“BFC/BHB Audit Committees”).
- Evolving risk considerations: The ECP considers both current and emerging risks, considering the factors that influence BMO-FG’s business, and a risk profile is developed by (i) measuring its current risk of non-compliance; and (ii) assessing top or emerging risks, based on trends and the operating environment. BMO-FG’s risk assessment looks at process risk that is either associated with a product (managing risk through the product life cycle) or an internal activity.
- Forward-looking: The ECP processes and tools are forward-looking and built to be repeatable and sustainable and to anticipate future needs.
- Adaptable across jurisdictions and businesses: The ECP adapts. The basic principles of the ECP are universal, but they may be implemented differently based on the regulatory environment in different jurisdictions, operating groups, products, and services.

BHB is subject to the OCC’s Heightened Standards and has a comprehensive ECP and control framework that utilizes people, processes and technology to most efficiently manage risks. BFC performs regular assessments against SR 08-08 to validate that its program continues to align to regulatory expectations. The key components of the ECP include regulatory compliance risk assessments, well established controls, monitoring and testing, compliance issue management, board and management reporting, and appropriate regulatory change management processes.

In addition to the above, the ECP provides for ongoing education and training, as well as advisory work to help inform the operating groups. BMO’s robust regulatory compliance training program includes annual Ethics, Legal & Compliance Training, which includes BMO-FG’s Code of Conduct, Anti-Corruption, and Information Security and Privacy Matters, among other matters, and a U.S. Compliance Training Program, which provides both core and business-specific education, as applicable, to all U.S. employees. BFC and BHB have also established targeted legal and regulatory training that is delivered to their respective Boards of Directors on an annual basis.

BMO-FG’s ECP has been structured to ensure appropriate governance, incorporating a strategic level of oversight that includes authority delegated to certain board committees, management committees and individuals. Such committees and individuals may further delegate authority to subcommittees or management as appropriate and provide additional oversight. The

Audit and Conduct Review Committee of the BMO Board of Directors (“ACRC”) and the BFC/BHB Audit Committees have oversight over regulatory compliance and approve the Regulatory Compliance Mandate, which establishes roles and responsibilities for compliance risk management. The Enterprise Regulatory Committee (“ERC”) and U.S. Regulatory Committee (“USRC”) support the regulatory compliance governance structure. The Chief Compliance Officer and U.S. Chief Compliance Officer are members of ERC and USRC, respectively, and opine on regulatory compliance in those forums as well as present to the ACRC and BFC/BHB Audit Committees.

BMO-FG is continually focused on enhancing and strengthening the ECP. In the last several years, such enhancements have included:

- Migration to the RSA Archer, Governance Risk and Compliance Engine for managing compliance risk.
- Enhanced Risk Assessment methodology to create an end-to-end view of risk.
- Creation of a consistent process for managing regulatory change management.
- Development of robotics to increase scale and coverage for regulatory testing.
- Enhanced reporting processes to manage compliance risk using key risk indicators, key performance indicator and metrics.

Consumer Compliance. The BMO-FG Fair Lending Policy and Program is subject to regular approval by USRC and BFC/BHB Audit Committees. The Consumer Practices Committee provides oversight and governance of Fair Lending Program activities, including the annual Fair Lending Risk Assessment and Plan. The second line of defense performs independent Fair Lending compliance risk management activities, subject to regular review by BMO-FG’s third line of defense – the Corporate Audit Division (“Corporate Audit”).

The Fair Lending Program is implemented across applicable U.S. business units, any third parties they may engage, and across shared back-office services that may be utilized during the consumer and business banking loan lifecycle. The Fair Lending Program is designed to ensure compliance with anti-discrimination provisions of the Equal Credit Opportunity Act (Regulation B), Fair Housing Act, Home Mortgage Disclosure Act, CRA, and American with Disabilities Act while also complying with state and local fair lending guidance. The Director of Fair and Responsible Banking for BFC and BHB also serves as Fair Lending Officer, leading a dedicated team that conducts both scheduled and ad hoc analyses to detect, prevent, and correct overt discrimination, disparate treatment and disparate impacts. The Fair and Responsible Banking team also works to ensure adequate controls exist within the first and second lines of defense to reduce BHB’s fair lending risk, collaborates with other compliance teams to ensure training is appropriate and complete, and provides interpretive guidance when regulatory changes occur.

Scheduled fair lending review activities are the outputs from an annual risk assessment process which informs the Fair Lending Program for the subsequent year. Statistical reviews, including regression analyses when appropriate, are a major component of the program’s activities and are informed by simultaneous reviews of relevant directives, policies, and program documentation to ensure the reviews are as complete and holistic as possible. Ongoing fair

lending compliance activities include reviews of complaints alleging discrimination, Home Mortgage Disclosure Act (“HMDA”) and CRA data integrity reviews, and effective challenge of both newly identified issues as well as issues submitted for closure and validation. The Fair and Responsible Banking team may recommend the tracking and monitoring of issues that increase fair lending risk at BHB based on the results of its Fair Lending Program activities, complaints alleging discrimination, or other ad hoc reviews that occur due to changes within BHB or new understandings of the regulatory environment.

BFC and BHB have a robust complaint process for Personal & Business Banking customers, Wealth Management customers, and customers serviced directly by third-party suppliers. All complaints are included in a single repository. Where a frontline employee cannot resolve a complaint, the complaint is escalated to the Customer Advocacy Support and Escalation (“CASE”) team for assistance. The CASE team categorizes and assigns potential regulatory themes to complaints and ensures complaints are resolved, involving key partners, including Compliance, Risk and Legal, as appropriate.

Each business area is responsible for the assessment and resolution of complaints arising from, or relating to, such business area. Each such business area is required to present a summary of their monthly complaint review, including trends, themes, and any action plans opened, at each Customer Feedback Operating Forum (“CFOF”). CFOF generally meets monthly, except in December. Summaries of these reviews are reported up through the governance structure, including the Customer Feedback Governance Forum, Operational Risk Committee, Consumer Practices Committee, Risk Management Committee, and the USRC.

Integration. BOTW has established and implemented a robust compliance program. BHB expects to combine the best elements of both BHB and BOTW programs under the overarching ECP structure already in place at BMO-FG, however, it is expected that BOTW’s compliance program will be leveraged with respect to products and features offered by BOTW that are not currently offered by BMO-FG or in geographies with highly technical or specific state laws or regulations. Specific enhancements to BMO-FG’s U.S. fair lending, consumer compliance, and customer complaint programs will be evaluated as integration begins. Fair lending assessments of redlining risks will grow to include all applicable geographies of the combined institution, and the Fair Lending Program, will be reevaluated to include new or expanded products and services in the combined entity.

For additional information on BHB’s U.S. Fair Lending Program, please see Confidential Exhibit H.

8. Management of COVID-19 Impacts

In March 2020, as the COVID-19 pandemic began to have widespread impact on the economy, BMO-FG worked to meet the unique needs of its customers, communities and employees affected by the COVID-19 pandemic. BMO-FG, including BHB, began leveraging its business continuity processes, including daily monitoring of impactful events and federal, state and local legal and health safety regulations and guidance to help coordinate and manage BMO-FG’s response.

In the U.S., to safeguard employees, BFC and BHB implemented work-from-home strategies for employees whose jobs could be performed remotely. For employees who needed to be on-site, BFC and BHB instituted a variety of safeguards, including operating branches primarily in drive-up-only mode for a period of time, implementing social distancing, occupancy limits and masking policies, installing plexiglass safety barriers, and enhancing cleaning protocols. At the onset of the pandemic, branch lobbies were closed and expanded customer services were provided through the branch drive-ups.

In addition, BFC and BHB employees with positive or presumed positive COVID diagnosis or under quarantine order with COVID symptoms qualified for additional excused paid days off, short-term disability, sick/vacation days and up to 12 weeks of job protected unpaid leave. BFC and BHB also provided a stipend of \$50 per work day from March 29th through June 30th, 2020 to support core employees during the early phase of the pandemic.

BHB has worked diligently to assist its affected Consumer Lending, Business Banking and Commercial Banking customers by, for example, waiving fees and providing loan deferrals or modifications to assist customers facing financial difficulties.

Consumer Lending. BHB established its COVID-19 Hardship Program for Consumer Lending customers (Mortgage, Home Equity, Auto, Credit Card) in March 2020 to assist customers who were financially impacted by COVID and whose ability to repay was temporarily compromised. Customers were eligible to receive up to 6 months of assistance in the form of payment deferrals or reduced payment plans. Information on these programs was made publicly available on BHB's website. Approximately 30,000 customers received assistance under BHB's COVID Hardship Program for Consumer Lending customers. In order to meet the high volume of demand, BHB simplified its hardship application processes and introduced new workflow enhancements to streamline the application review and booking processes. Such changes allowed customers to more easily access hardship relief. For customers continuing to experience hardship, BHB sought to provide additional assistance through its standard hardship programs.

BHB also activated its Emergency Relief Program (the "ERP") to provide relief to deposit account holders suffering financial hardship during the pandemic. ERP is a program that was developed in 2017 and activated on two prior occasions in response to Hurricane Irma in 2017 and the government shutdown in 2018. Under the ERP, certain fees, including monthly maintenance fees, non-BMO Harris ATM fees, and overdraft fees are waived while the customer is enrolled in the ERP. In addition, extended overdraft coverage of \$1,000 is provided to customers in the ERP to cover items that may overdraw their account.

Between March 2020 and December 2020, 53,524 accounts were enrolled in the ERP because the customer indicated hardship due to COVID, resulting in the waiver or refund of \$4.3 million in fees. Customers were not required to provide proof of hardship or job loss to be enrolled in ERP. The last of these enrolled accounts were removed from the ERP in April 2021.

In addition, since the beginning of the pandemic, BHB has processed approximately 1.7 million stimulus payments from the federal government (including Economic Impact Payments and child tax credits) totaling nearly \$2.5 billion. Where an overdrawn account receives a

stimulus payment from the federal government, BHB automatically enrolls the account in the ERP.

Business Banking. BHB also recognized the need for payment relief for Business Banking customers during the COVID-19 outbreak. In June 2020, the segment implemented a policy which allowed Business Banking customers experiencing hardship to receive a payment deferral for up to 6 months. Business Banking placed messaging about the payment deferral program on the BHB website. During the payment deferral program, 440 loans/lines received payment deferrals with a total outstanding of \$55 million.

Business Banking also offered PPP loans to its Business Banking customers. In the initial rounds of the PPP in 2020, Business Banking accepted PPP loan applications from existing bank customers. In 2021, Business Banking expanded the availability of PPP loans and accepted applications from new customers to BHB. In 2021, PPP loans were offered using a digital application, allowing a customer to complete the application online, rather than having to go to a branch and submit it for processing. The processing teams, which were staffed by over 200 employees from across the organization, then reviewed the application and used the digital application to submit it directly to the SBA for approval. Once the loan was approved by the SBA, typically in minutes, the loan was then moved to funding which generally occurred within 24-48 hours. Throughout the program, Business Banking originated 16,500 PPP loans totaling \$795.7 million in 2020 and an additional 12,293 PPP loans totaling \$469.5 million in 2021.

Commercial Banking. BHB also worked closely with commercial borrowers experiencing financial difficulties as a result of the pandemic, including borrowers in the most affected sectors such as Transportation Finance, Dealer Finance, and Franchise Finance. BHB created a bulk credit approval process and streamlined documentation approach to provide relief to impacted borrowers. As of September 30, 2021, BHB granted principal or interest deferrals to approximately 11,700 commercial borrowers and financial covenant waivers to approximately 550 commercial borrowers. However, to date delinquencies remain low as borrower payment activity has remained relatively stable. As of September 30, 2021, 100% of Commercial principal and interest deferrals have matured and returned to contractual status and 67% of Commercial borrowers receiving covenant relief have not requested extensions of such forbearance arrangements.

Commercial Banking offered PPP loans to customers and well-known prospects via a “manual” process given the way Commercial Banking relationship managers typically interact with their customers. In total, approximately 400 individuals worked on the Commercial Banking PPP loan origination process. Throughout the program, Commercial Banking originated 5,430 PPP loans totaling \$4.389 billion in 2020 and an additional 1,791 PPP loans totaling \$778.9 million in 2021.

Commercial Banking relationship managers emailed customers the SBA application and the list of required supporting documentation. The application process was also available on the Commercial Banking website. Interested companies had to reach out to a Commercial Banking relationship manager in order to process their application. Commercial Banking processed applications for both existing and prospective clients. Segment heads had to approve each

request to process an application from a prospect as BHB had to complete AML requirements before beginning the application process review.

Wealth Management. The Private Banking team within the Wealth Management business offered PPP loans to existing clients and prospects following the same processes as Commercial Banking. Throughout the program, Private Banking originated 384 PPP loans totaling \$77.8 million in 2020 and an additional 174 PPP loans totaling \$28.1 million in 2021.

BOTW. Similarly, BOTW took a number of steps in response to the COVID-19 pandemic, for its employees, customers, and the communities it serves. For employees, this included the following actions:

- COVID-19 Pay Program: Employees could use up to 80 hours for COVID-19 related absences. This program has helped over 4,200 employees resulting in over \$2.5 MM in COVID-19 pay above regular absence pay;
- Dedicated Resources and Communications: BOTW responded to over 4,300 COVID-19 related questions from team members;
- Rolling out a new Vaccination and Testing Policy;
- Establishing a dedicated COVID-19 Resource Site;
- Utilizing cross-functional efforts (Operations, Facilities, Employee Relations) to ensure workplaces are safe for team members' return; and
- Conducting periodic employee surveys in 2021 to remain in touch and to ensure receipt of employee feedback.

For customers, actions included:

- Offering debt relief programs across products – Credit Card, Auto/RV/Marine loans, mortgage, HELOC, etc. and across business lines – Consumer, Small Business, Commercial;
- Enrolling 2360 customers (1219 GSE and 1146 conventional) in CARES Act forbearance programs, in addition to late fee waiver programs;
- Suppressing derogatory credit bureau reporting for forbearance enrollees;
- Highlighting debt relief option availability on online banking landing page;
- Creating payment assistance webpage, enabling customers the ability to request payment assistance digitally; and
- Participating in Homeowner Assistance Fund Programs.

BOTW also participated in all phases of the PPP to originate PPP loans to small business customers. In total, BOTW originated over 29,000 PPP loans in an aggregate amount of \$4.19 billion. BOTW also participated in the Main Street Lending Program. With regard to SBA loans, BOTW supported the processing of section 1112 of the CARES Act where the SBA made payments on behalf of all 7A borrowers.

Lastly, BOTW maintained focus during the pandemic to support the communities it serves, including (i) donating nearly 500,000 masks to hospitals in the communities it serves; (ii) making contributions to the United Way and the Opportunity Fund, an organization that

provides capital assistance and technical support to small businesses affected by the pandemic; and (iii) matching employee donations 1:1 to charities supporting certain COVID-19 relief efforts.

III. Anti-Money Laundering Compliance Record

The Bank Merger Act requires that, in considering an application under the Bank Merger Act, the OCC shall “take into consideration the effectiveness of any insured depository institution involved in the proposed merger transaction in combating money laundering activities.”²⁹ BHB and BOTW currently have in place robust measures to combat money laundering and terrorist financing, including strong programs and infrastructure for effective BSA/AML/Sanctions Compliance.

The AML Program of BMO-FG, as designed for its U.S. Operations, including BHB and other U.S. entities and activities (the “U.S. AML Program”) is based on five pillars: internal policies, procedures and controls; designation of an AML officer; employee training; independent testing; and customer due diligence. The U.S. AML Program is intended to: (1) protect BMO-FG’s reputation and minimize the likelihood that it is exploited by criminals and parties with which it is prohibited by law or regulation from doing business; (2) help ensure BMO-FG is operating in a manner consistent with its business strategy and risk appetite; and (3) comply with applicable legal and regulatory requirements and supervisory guidance.

The BMO and BHB Boards of Directors and senior management prioritize the important objectives associated with maintaining the integrity of the financial system as a whole, protecting national security and making appropriate referrals to law enforcement. The U.S. AML Program is administered in a safe and responsible manner, leveraging approximately 400 fully dedicated, appropriately trained and highly knowledgeable professionals across the BSA/AML/Sanctions ecosystem.

The U.S. AML Program maintains a written BSA/AML/Sanctions Manual (including a Customer Identification Program) approved by the BFC/BHB Audit Committees and a Board-appointed U.S. Chief BSA/AML Officer who possesses the necessary knowledge, authority and resources to effectively execute all assigned duties. The U.S. Chief BSA/AML Officer is supported by an experienced, knowledgeable and competent team of AML, Sanctions, Risk Management and Technology leaders. The U.S. AML Program’s execution approach aligns with BMO-FG’s enterprise-wide defined risk and control framework components, as defined by the Enterprise Risk Management and Operational Risk Management frameworks, consistent with heightened standards, and leverages all three lines of defense.

Over the past several years, BMO-FG has modernized its AML technology to implement industry leading software that enables automated transaction monitoring, enhanced watchlist screening, automated adverse media searches and robust KYC collection. BMO-FG maintains a strong working relationship with local law enforcement agencies, which have resulted in successful partnerships in complex investigations on human trafficking and other targeted financial crimes. In September 2019, BHB was recognized as part of the fifth annual FinCEN

²⁹ 12 U.S.C. § 1828(c)(11).

Director's Law Enforcement Awards Program for making substantial contributions in one of the significant criminal cases.³⁰ BMO has an integrated bank approach to fighting financial crime that includes strong linkages to Fraud and Cyber related crime.

BMO-FG applies a continuous improvement philosophy and designs and enhances program controls to ensure adherence with both legal requirements and each applicable entity's defined business strategy and risk appetite. All BMO-FG employees and contractors are required to complete enterprise-wide AML/Sanctions training annually and all U.S. employees are required to complete U.S.-specific BSA/AML/Sanctions training. Specific BSA/AML/Sanctions Compliance training courses for lines of business are tailored to employee roles, responsibilities and business segments. Training is also provided to the Board of Directors. In addition, relevant information, including Suspicious Activity Reporting information, is regularly provided to senior management and the BMO Board of Directors.

Please see Confidential Exhibit J for additional information on the U.S. AML Program.

Based on all the information above and in the exhibits, it is evident that BMO-FG employs a comprehensive and effective BSA/AML Program, which supports approval of this OCC Application.

IV. Competitive Effects

The Bank Merger Act would prohibit the OCC from approving this OCC Application if it would substantially lessen competition in any banking market, unless the agency determines that the anticompetitive effects of a proposed merger or acquisition are clearly outweighed by the probable effect of the transaction in meeting the convenience and needs of the communities to be served.³¹ At the time the Bank Merger is consummated, BHB and BOTW would be affiliates and, therefore, a competitive effects review by the OCC should be unnecessary. However, the competitive effects analysis that is being provided in the FRB Application is included below to demonstrate that the Proposed Transaction, including the Bank Merger, would not result in any significantly adverse impact on competition in any relevant banking market.

In evaluating the competitive effects of a proposed merger or acquisition, the federal banking agencies and the DOJ Antitrust Division (pursuant to the Clayton Act, as amended) consider all the facts of record. In particular, the Federal Reserve has explained that it considers the number and strength of competitors that would remain in the banking markets, the relative shares of total deposits held by insured depository institutions in the banking markets ("market deposits") that the acquirer would control as a result of the transaction, the concentration levels of market deposits and the increase in these levels as measured by the Herfindahl-Hirschman Index (the "HHI") under the DOJ Bank Merger Competitive Review guidelines (the "DOJ Bank Merger Guidelines"),³² small business lending concentration levels, potential for new entry and expansion, and other characteristics of the market.

³⁰ See Confidential Exhibit I for more information.

³¹ 12 U.S.C. § 1828(c)(5).

³² In applying the DOJ Bank Merger Guidelines issued in 1995 (*see* <https://www.justice.gov/atr/bank-merger-competitive-review-introduction-and-overview-1995>), the Federal Reserve looks to the DOJ's Horizontal Merger

The Federal Reserve assesses the likely competitive impact of a merger on the cluster of banking services within local geographic markets defined by the local Federal Reserve Banks to reflect “commercial and banking realities and . . . consist of the local area where the banks involved offer their services and where local customers can practically turn for alternatives.”³³ This includes personal and small business banking and lending products and services. As a practical matter, regularly reported, available data upon which the Federal Reserve can rely are limited to deposits and branch locations (gathered by the FDIC annually) and small business loan originations (annually gathered by the Federal Financial Institutions Examination Council). Both databases have limitations in that they exclude data from numerous competitors (both banks and other financial institutions) and, therefore, generally overstate the competitive significance of proposed transactions. Examples of entities that may compete in a local banking market, but which are generally not captured in the agency’s competitive analysis, include internet banks as platforms for deposit-taking, fintech companies, out-of-market bank lenders and money market funds. The Federal Reserve’s analytical framework for evaluating bank mergers, described below and outlined in its Bank Merger FAQs,³⁴ uses available data to identify potential areas of competitive concern together with an analysis of market-specific competitive characteristics to determine whether a proposed transaction will substantially lessen competition in any given banking market.

As a “screening test” for competitive considerations, and based on their experience in evaluating banking mergers, the Federal Reserve and the DOJ traditionally conclude that a merger presents no competitive concerns and generally warrants no further investigation if either (1) the post-merger HHI (computed by summing the squares of deposit-based market shares of all FDIC-reporting firms in Federal Reserve defined markets) is no greater than 1800 points, or (2) the increase in the HHI as a result of the merger does not exceed 200 points. If a proposal does not exceed this 1800/200 screen and, in the Federal Reserve’s case, the post-acquisition deposit market share would not exceed 35%, the proposal is considered to be within “safe harbor” level(s). We understand that the OCC substantially follows this guidance.

BHB and BOTW compete in six banking markets, as defined by the Federal Reserve (each a “Banking Market”), that are relevant to the Proposed Transaction: (1) Kansas City, MO

Guidelines issued in 1992, and amended in 1997, for the characterization of a market’s concentration. See <https://www.justice.gov/atr/horizontal-merger-guideline-08192010>; <https://www.justice.gov/sites/default/files/atr/legacy/2007/08/14/hmg.pdf>. Under these Horizontal Merger Guidelines, a market is considered unconcentrated if the post-merger HHI is under 1000, moderately concentrated if the post-merger HHI is between 1000 and 1800, and highly concentrated if the post-merger HHI exceeds 1800. The DOJ has informed the Federal Reserve that a bank merger or acquisition generally would not be challenged (in the absence of other factors indicating anticompetitive effects) unless the post-merger HHI is at least 1800 and the merger increases the HHI by more than 200 points. Although the DOJ and the Federal Trade Commission issued revised Horizontal Merger Guidelines in 2010 (see <https://www.justice.gov/atr/horizontal-merger-guidelines-08192010>), the DOJ has confirmed that its Bank Merger Guidelines, which were issued in 1995, were not modified. See Press Release, Department of Justice (Aug. 19, 2010), available at www.justice.gov/opa/pr/2010/August/10-at-938.html.

³³ *North Fork Bancorporation, Inc.*, 81 Fed. Res. Bull. 734, 736 (1993).

³⁴ FAQs issued by the Federal Reserve and DOJ on October 9, 2014, at <http://www.federalreserve.gov/bankinforeg/competitive-effects-mergers-acquisitions-faqs.htm>.

Banking Market;³⁵ (2) La Crosse, WI Banking Market;³⁶ (3) Minneapolis/ Saint Paul, MN Banking Market;³⁷ (4) Phoenix, AZ Banking Market;³⁸ (5) Prescott, AZ Banking Market;³⁹ and (6) Tucson, AZ Banking Market.⁴⁰

The table below summarizes the competitive effects of the Proposed Transaction, as of June 30, 2021, under standard assumptions applied by the Federal Reserve.⁴¹ For the Federal Reserve approach, typically all bank deposits are weighted at 100% and all thrift deposits are weighted at 50%.

Banking Market and Deposits			Federal Reserve Assumptions (Banks 100%, Thrifts 50%)		
Federal Reserve Market	BMO Deposits (\$000)	BOTW Deposits (\$000)	Change in HHI	Post-Merger HHI	Post-Merger Share
Kansas City, MO	1,144,690	619,471	2	1,041	2.23%
La Crosse, WI	127,937	32,673	4	931	3.65%
Minneapolis/Saint Paul, MN	7,789,667	971,072	5	2,277	5.03%
Phoenix, AZ	4,375,261	288,074	1	1,649	2.97%
Prescott, AZ	169,945	21,793	5	1,588	5.05%
Tucson, AZ	462,685	1,020,120	22	1,808	7.19%

In all six of these banking markets, the Proposed Transaction results in HHI levels that are well within safe harbor levels. The combined banking organization would continue to have less than 10% of the market deposits in all of these banking markets. Additionally, numerous strong, traditional bank competitors would remain in each banking market. Based on all the facts

³⁵ The Kansas City, MO Banking Market includes Cass, Clay, Jackson, Lafayette, Platte, and Ray Counties, MO; the towns of Trimble and Holt in Clinton County, MO; the towns of Chilhowee, Holden and Kingsville in Johnson County, MO; the towns of Adrian, Amsterdam, and Butler in Bates County, MO; Franklin, Johnson, Leavenworth, Linn, Miami, and Wyandotte Counties, KS.

³⁶ The La Crosse, WI Banking Market includes La Crosse County, WI; the Towns or Townships of Dodge, Trempealeau, Caledonia, Ettrick, and Gale in Trempealeau County, WI; the Towns of Curran, Springfield, Franklin, North Bend, and Melrose in Jackson County, WI; and Houston County, MN.

³⁷ The Minneapolis/Saint Paul, MN Banking Market includes Anoka, Hennepin, Ramsey, Washington, Carver, Scott, and Dakota Counties, MN; Lent, Chisago Lake, Shafer, Wyoming, and Franconia townships in Chisago County, MN; Blue Hill, Baldwin, Orrock, Livonia, and Big Lake townships and the city of Elk River in Sherburne County, MN; Monticello, Buffalo, Rockford, and Franklin townships and the cities of Otsego, Albertville, Hanover and Saint Michael in Wright County, MN; Derrynane, Lanesburgh and Montgomery townships and Montgomery city in Le Sueur County, MN; and Hudson township in Saint Croix County, WI.

³⁸ The Phoenix, AZ Banking Market includes the Phoenix metropolitan area in Northwestern Pinal County and Maricopa County.

³⁹ The Prescott, AZ Banking Market includes Central Yavapai County.

⁴⁰ The Tucson, AZ Banking Market includes the Tucson metropolitan area in Pima County.

⁴¹ HHI analysis is based on Summary of Deposit data gathered by the FDIC as of June 30, 2021. Please see [Exhibit 11](#) for tabular data.

of record, consummation of the Proposed Transaction would not have any meaningful effect on competition or on the concentration of resources in any relevant banking market.

Based on all the facts of record, consummation of the Proposed Transaction would not have a substantial adverse effect on competition or on the concentration of resources in any banking market. Accordingly, if they were applicable, the competitive considerations of the Bank Merger are consistent with approval of this OCC Application.

V. Financial Stability Risk Considerations

Pursuant to the Bank Merger Act, the OCC must consider whether the Bank Merger would result in greater or more concentrated risks to the stability of the U.S. banking or financial system.⁴² As discussed below, the Proposed Transaction (including the Bank Merger) will not materially increase systemic risk to the U.S. banking and financial system. Instead, the Proposed Transaction will result in a stronger regional banking organization that is more competitive with significantly larger banking organizations, and thereby will reduce systemic risk to the U.S. banking and financial system.

None of the OCC, the Federal Reserve nor the FDIC has issued or proposed regulations defining how the agencies would take financial stability considerations into account in reviewing a bank acquisition. However, the Federal Reserve and, to a lesser extent, the OCC, have set forth several metrics that the agencies believe capture the systemic “footprint” of the resulting banking organization and the incremental effect of the transaction on the systemic footprint of the acquiring banking organization (“Financial Stability Factors”).⁴³ Many of the metrics considered by the Federal Reserve seek to measure an institution’s activities relative to the U.S. financial system. These metrics include:

1. the size of the resulting banking organization;
2. the availability of substitute providers for any critical products and services offered by the resulting firm;
3. the interconnectedness of the resulting firm with the banking or financial system;
4. the extent of the cross-border activities of the resulting firm; and
5. the extent to which the resulting firm contributes to the complexity of the financial system.

⁴² 12 U.S.C. § 1828(c)(5).

⁴³ See *Capital One Financial Corporation*, FRB Order No. 2012-2 (Feb. 14, 2012) (the “Capital One Order”). See also, e.g., *First Citizens Bancshares, Inc.*, FRB Order No. 2021-12 (Dec. 17, 2021); *The PNC Financial Services Group, Inc.*, FRB Order No. 2021-04 (May 14, 2021); *Huntington Bancshares Incorporated*, FRB Order No. 2021-07 (May 25, 2021); *BB&T Corporation*, FRB Order No. 2019-16 (Nov. 19, 2019); *CIT Group, Inc.*, FRB Order No. 2015-20 (July 19, 2015); Letter to Jason J. Cabral, Esq. from Stephen A. Lybarger, CRA Decision #2017-186 (Oct. 16, 2017); *CIT Group, Inc.*, FRB Order No. 2015-20 (July 19, 2015); Letter to Joseph M. Otting from Stephen A. Lybarger (July 21, 2015) (OCC approval of CIT Bank’s acquisition of OneWest Bank, N.A.); OCC Corporate Decision #2012-05 (April 2012); *The PNC Financial Services Group, Inc.*, 98 Fed. Res. Bull. 16 (2012).

Also interwoven into the agencies' analysis is the relative degree of difficulty of resolving the resulting firm if it were to experience financial distress. The Federal Reserve has noted that the opaqueness and complexity of an institution's internal organization are relevant to resolvability aspects of the banking organization.⁴⁴ A banking organization that can be resolved in an orderly manner is less likely to inflict material damage to the U.S. financial system or economy. The Federal Reserve has noted in its approvals that these categories are not exhaustive and additional categories could impact its decision-making.

An analysis of the Financial Stability Factors and consideration further demonstrates that the Proposed Transaction would not result in risk to the stability of the U.S. banking or financial system.

These Financial Stability Factors are similar to the categories of systemic indicators used by the Federal Reserve to identify banking organizations that should be considered GSIBs and to calculate the capital surcharge applicable to a GSIB, as well as the general categories of indicators collected in the Federal Reserve's FR Y-15 reports (Banking Organization Systemic Risk Report).⁴⁵ As of September 30, 2021, BFC had a Method 1 GSIB score of only 16.87. BFC's pro forma Method 1 GSIB score as of the same date – and reflecting BHB's proposed combination with BOTW – would be only 20.32, an increase of only 3.45 points.

Similarly, as of September 30, 2021, BMO's consolidated U.S. operations ("BMO-CUSO"), as defined for purposes of the FR Y-15, had a Method 1 GSIB score of only 27.29.⁴⁶ BMO-CUSO's pro forma Method 1 GSIB score as of the same date – and reflecting BHB's proposed combination with BOTW – would be only 30.74, also an increase of only 3.45 points. Importantly, both BFC's and BMO-CUSO's pro forma Method 1 GSIB scores of 20.32 and 30.74, respectively, would remain far below the threshold score (130) necessary to be considered a GSIB under 12 CFR § 217.402.

Please see Exhibits 12 and 13 for a copy of the public portions of BFC's and BMO-CUSO's FR Y-15 reports, as of September 30, 2021. Please also see Confidential Exhibit K for, as of September 30, 2021, a pro forma GSIB score for BFC and BMO-CUSO and a pro forma FR Y-15, which reflects BOTW's operations.

A more detailed analysis of the Proposed Transaction under each of the Financial Stability Factors is discussed below.

Size. The Financial Stability Factor relating to size and availability of substitute providers of critical products may be informed by other aspects of the BHC Act's requirements, namely compliance with: (1) antitrust standards, (2) the 10% national deposit cap for certain interstate acquisitions,⁴⁷ and (3) the 10% national liabilities cap.⁴⁸ The Proposed Transaction is

⁴⁴ E.g., *BB&T Corporation*, FRB Order No. 2019-16 (Nov. 19, 2019).

⁴⁵ 12 CFR § 214.404; Banking Organization System Risk Report–FR Y-15, https://www.federalreserve.gov/reportforms/forms/FR_Y-1520201231_i.pdf.

⁴⁶ BFC's stand-alone consolidated Method 1 score was only 16.87.

⁴⁷ See 12 U.S.C. § 1842(d).

⁴⁸ See 12 U.S.C. § 1852.

consistent with the federal banking agencies' precedent reviewing the competitive effects of mergers, and the Proposed Transaction does not come close to approaching either the national deposit cap or national liabilities cap. Accordingly, as a threshold matter, the Proposed Transaction is not likely to pose a separate discernible risk to the financial stability of the U.S. banking or financial system based on size metrics.

BMO-CUSO accounts for only approximately 0.78% of total domestic deposits of all insured banks and thrifts in the United States, as of June 30, 2021 ("nationwide deposits").⁴⁹ The deposits of BOTW to be assumed account for only 0.49% of total nationwide deposits.⁵⁰ The pro forma total deposits of BMO-CUSO, as of June 30, 2021, would represent only 1.27% of nationwide deposits. This is far less than the nationwide deposit concentrations of various bank holding companies in the United States classified as a GSIB, for example: JPMC – 11.7%; Bank of America – 11.0%; Wells Fargo – 8.7%; and Citigroup Inc. ("Citigroup") – 3.9% and less than the several bank holding companies considered to be super regional banking organizations, for example: PNC Financial Services Group, Inc. ("PNC") – 2.6%; U.S. Bancorp 2.5%; Truist Financial Corporation ("Truist") – 2.4%; TD Group U.S. Holdings LLC ("TD") – 2.2%; and Capital One Financial Corporation ("Capital One") – 2.2%.

Based on pro forma total consolidated assets, BMO-CUSO would be less than the total asset size of each of the five U.S. super regional banking organizations named above. In addition, the pro forma total assets of BMO-CUSO on consummation of the Proposed Transaction would be approximately \$394.0 billion as of September 30, 2021, and represent only approximately 1.7% of the total assets of the U.S. banking system⁵¹ and a significantly smaller share of the total assets of the U.S. financial system. As noted, on a pro forma basis, BMO-CUSO would only hold approximately 1.34% of total liabilities on a national basis, as of December 30, 2020.⁵² This percentage is far less than the nationwide liabilities concentrations of the four largest banking organizations: Bank of America – 7.5%; JPMC – 7.0%; Wells Fargo – 5.3%; and Citigroup – 5.8% and also smaller than super regional banking organizations: Truist;

⁴⁹ As of June 30, 2021, according to the FDIC Statistics on Depository Institutions, FDIC-insured banks and thrifts held \$17.2 trillion in domestic deposits. National deposit data include deposits controlled by BMO's depository subsidiaries that are insured by the FDIC. If deposits held in branches that are not insured by the FDIC are included, BMO-CUSO controlled deposits of approximately \$175.8 billion in the United States as of June 30, 2021.

⁵⁰ If national deposit share is calculated according to the methodology for the 10% national deposit cap, BMO's held 0.78% of total U.S. adjusted deposits as of June 30, 2021, and BOTW held 0.47%. Under that calculation, the total U.S. adjusted deposits as of such date were \$17.7 trillion. Following its acquisition of BOTW, BMO's pro forma share of national deposits would be 1.25%.

As noted above, the national deposit cap includes only FDIC-insured deposits. The two branches of BMO (Chicago and New York) are *uninsured* state branches (i.e., their deposits are not FDIC-insured). Accordingly, the deposits at these two branches are not included in the calculation of the national deposit share. The Chicago branch had \$41.5 billion in domestic deposits and the New York branch had no deposits at June 30, 2021.

⁵¹ The amount of total assets of the U.S. financial system is conservatively approximated by using total assets of FDIC-insured banks and thrifts plus BMO's uninsured U.S. branches, as of September 30, 2021, which was \$23.3 trillion.

⁵² This percentage is estimated using the method of calculation in the Federal Reserve's Regulation XX, 12 CFR part 251, and assumes national liabilities of \$21.8 trillion as of December 31, 2020.

U.S. Bancorp; PNC; and Capital One which are 2.2%, 1.9%, 1.5%, and 1.4%, respectively.⁵³ It is also smaller than Goldman Sachs – 2.4% and Morgan Stanley – 1.9%.

In addition, when the pro forma asset size of BMO-CUSO is measured using the total exposures of BMO-CUSO and BOTW, as defined for purposes of the size indicators section of the Federal Reserve FR Y-15 report, it becomes even clearer that the Proposed Transaction would not result in systemic risk under the size factor. Indeed, this approach demonstrates even more accurately than total assets the magnitude of the disparity in systemic risk between the combined company and those banking organizations that have been classified as U.S. GSIBs. In evaluating a bank holding company's total exposures, the relevant measures include its total derivatives, securities financing transactions, other on-balance sheet exposures and other off-balance sheet exposures. Based on the Form FR Y-15 report of BMO-CUSO and the Form FR Y-15 report of BNPP, as attributed to BOTW (the "BOTW FR Y-15") as of September 30, 2021, the combined BMO-CUSO would have total U.S. exposures of \$446.7 billion, which is only approximately one-fifth the average total exposures of \$2.19 trillion for the U.S. GSIBs as of that same date.⁵⁴ It is also less than PNC – \$654.9 billion, Toronto-Dominion Bank – \$625.8 billion⁵⁵ and Truist – \$612.5 billion, as of that same date.

For all these reasons, the Proposed Transaction should not raise systemic concerns under the size factor.

Substitutability. The substitutability factor recognizes that a banking organization is more systemically important if it provides important products and services that customers would have difficulty replacing if the banking organization were to fail. In the United States, BHB and BOTW offer primarily retail and commercial deposit products, consumer and commercial loan products, commercial lease financing and related services, securities brokerage, insurance agency and brokerage, capital markets services, investment advisory, asset management, wealth management, trust operations and fiduciary services, risk management and asset management services, community development investment, payments, merchant services and treasury management services.

BHB serves as a settlement bank for members of U.S. futures, securities and options clearinghouses, including members of the Chicago Mercantile Exchange (CME), ICE Clear U.S., the OCC, the Depository Trust Company/National Securities Clearing Corporation (DTC/NSCC) and the Fixed Income Clearing Corporation (FICC). In this capacity, BHB provides cash settlement and intraday depository services between clearinghouses and their clearing members, thereby facilitating the movement of cash to and from the clearinghouses. BHB plans to

⁵³ TD Group US Holdings LLC holds 1.2% of national liabilities.

⁵⁴The pro forma total exposures of the combined company were calculated based on the total exposures of such activities reported on BMO-CUSO and BOTW's portion of their respective FR Y-15 reports (as of September 30, 2021). The total exposures as the U.S. GSIBs were: JPMC – \$4.51 trillion, Bank of America – \$3.60 trillion, Citigroup – \$2.95 trillion, Wells Fargo – \$2.34 trillion, Goldman Sachs Group, Inc. ("Goldman Sachs") – \$1.85 trillion, Morgan Stanley – \$1.48 trillion, Bank of New York Mellon-- \$475.3 billion and State Street Corporation ("State Street") – \$323.8 billion as of that same date.

⁵⁵ Toronto-Dominion Bank figure includes that organization's consolidated U.S. operations as reported on their FR Y-15 for September 30, 2021.

continue to offer its products and services to both customers of BHB and BOTW, and their subsidiaries. None of the other products or services of BHB or BOTW can be regarded as highly specialized or “critical” financial products or services that are available from only a small number of providers. Indeed, for each product and service that BOTW will add to BHB, there are numerous providers nationally, regionally and, to the extent relevant, in the local banking markets in which BOTW and BHB operate. The Federal Reserve has previously noted that there are numerous competitors for the services that BOTW will add to BHB, including for securities brokerage, investment advisory and wealth management activities.⁵⁶ The Proposed Transaction would result in BMO-FG having only a modest increase in market share in such activities.

The fact that the Proposed Transaction would have little effect on financial stability is reinforced by an evaluation of the substitutability indicators of the FR Y-15 report. In evaluating a bank holding company’s substitutability, the relevant measures include a banking organization’s total payments activity, amount of assets under custody and underwriting activity. Based on the BMO-CUSO FR Y-15 report and the BOTW FR Y-15 Report (as of September 30, 2021), BMO-CUSO had total payments activity of \$12.9 trillion and, on a pro forma basis, this would increase only slightly (i.e., 2%) to \$13.2 trillion as a result of the Proposed Transaction. Similarly, total assets under custody on a pro forma basis would increase only a de minimis amount from \$302.2 billion to \$302.4 billion and total underwriting activity of \$29.7 billion would remain unchanged. Each of the resultant pro forma values are only a fraction of the average activity totals reported by the U.S. GSIBs.⁵⁷

For all these reasons, the Proposed Transaction would not raise financial stability risk concerns under the substitutability factor.

Interconnectedness. In evaluating systemic risk, the Federal Reserve evaluates the interconnectedness of a banking organization because the failure of a bank to meet payment obligations to other banks can accelerate the spread of financial contagion when the banking organization is highly interconnected with other financial firms. As underscored by the discussion above, the Proposed Transaction would not materially increase the interconnectedness of the U.S. banking or financial system.

None of BFC, BHB or BOTW currently engages in business activities or participates in markets to a degree that would pose significant risk to other institutions in the event of financial distress at BMO in the future. Moreover, the Proposed Transaction would not cause BFC or BHB to add any critical services or to increase their interconnectedness to other firms or markets

⁵⁶ See *The Toronto-Dominion Bank*, FRB Order No. 2017-23 (Sep. 13, 2017); *Canadian Imperial Bank of Commerce*, FRB Order No. 2017-15 (June 7, 2017); *Huntington Bancshares Incorporated*, FRB Order No. 2016-13 (July 29, 2016).

⁵⁷ These pro forma activity amounts of the combined company were calculated by adding such activity amounts reported on their respective FR Y-15 reports (as of September 30, 2021). In contrast, the respective total payments activity, total assets under custody and total underwriting activity reported by the U.S. GSIBs on their September 30, 2021 FR Y-15 reports were as follows: JPMC – \$497.6 trillion, \$32.7 trillion and \$785.1 billion; Bank of America – \$146.3 trillion, \$4.13 trillion and \$650.2 billion; Wells Fargo – \$58.4 trillion, \$3.38 trillion and \$246.1 billion; Citigroup – \$189.2 trillion, \$20.5 trillion and \$553.7 billion; Goldman Sachs – \$13.6 trillion, \$1.57 trillion and \$471.2 billion; Morgan Stanley – \$15.3 trillion, \$3.64 trillion and \$469.6 billion; Bank of New York Mellon – \$217.7 trillion, \$34.6 trillion and \$24.7 billion; and State Street – \$105.9 trillion, \$32.4 trillion and \$0.0 billion.

such that they would pose a significant risk to the financial system in the event of financial distress. Instead the Proposed Transaction will enable BHB to grow its retail and commercial banking products and services, including deposit products, residential home mortgages, home equity lines of credit, small business loans and commercial loans, equipment lease financing and various other financial services, including insurance agency, investment advisory and securities brokerage services and some investment banking services. Therefore, the Proposed Transaction would not increase the interconnectedness of the combined organization in any meaningful manner.

When the interconnectedness of the combined company is measured using the interconnectedness indicators of the FR Y-15 report, the Proposed Transaction would not result in a material increase in systemic risk under such indicators. In evaluating a bank holding company's interconnectedness, the relevant measures include the banking organization's total claims on the financial system, its total liabilities to the financial system and the total value of debt and equity securities it issues. Based on BMO-CUSO's and BOTW's respective FR Y-15 reports (as of September 30, 2021), BMO-CUSO's total intra-financial system assets would increase only slightly (i.e., less than 1%) from \$85.7 billion to \$86.7 billion and its intra-financial system liabilities would also increase only modestly (i.e., 12%) from \$35.1 billion to \$39.2 billion. These resultant pro forma amounts for intra-financial system assets and intra-financial system liabilities are only 39% and 17%, respectively, of the averages for such indicators reported by the U.S. GSIBs. Based on BMO-CUSO's and BOTW's respective FR Y-15 reports (as of September 30, 2021), BMO-CUSO's securities outstanding would increase on a pro form basis from \$67.9 billion to \$83.6 billion. Although this is a somewhat sizable increase in percentage terms (i.e., 23%), the resultant pro forma amount of \$83.6 billion is only 19% of the average of the U.S. GSIBs.⁵⁸

For all these reasons, the Proposed Transaction would not raise financial stability risk concerns based on the interconnectedness factor.

Cross-Border Activity. In evaluating financial stability risk, the Federal Reserve evaluates a banking organization's cross-border activity because a banking organization with significant international activities can transmit financial problems from one country to another during a financial crisis. Banks with significant cross-border activities also may be more difficult to resolve because they require coordination with foreign authorities and access to foreign assets.

BMO-CUSO will not materially increase its cross-border activities as a result of the Proposed Transaction. Today, BMO-CUSO's cross border activities include cross-jurisdictional

⁵⁸ These pro forma activity amounts for the combined company were calculated by adding such activity volumes reported by BMO-CUSO and BOTW, individually, on the FR Y-15 report (as of September 30, 2021). The respective total intra-financial system assets, intra-financial system liabilities, securities outstanding reported by the U.S. GSIBs on their FR Y-15 reports for that same date were as follows: JPMC – \$406.2 billion, \$508.8 billion, \$869.9 billion; Bank of America – \$252.4 billion, \$157.6 billion and \$693.7 billion; Wells Fargo – \$211.0 billion, \$136.6 billion and \$396.5 billion; Citigroup – \$220.1 billion, \$317.4 billion and \$520.4 billion; Goldman Sachs – \$286.6 billion, \$105.1 billion and \$502.4 billion; Morgan Stanley – \$241.9 billion, \$55.0 billion, and \$430.6 billion.; Bank of New York Mellon – \$86.1 billion, \$326.1 billion and \$72.6 billion; and State Street – \$64.4 billion, \$277.0 billion and \$45.4 billion.

claims of \$45.5 billion and cross-jurisdictional liabilities of \$9.3 billion. Such activities consist of settlement bank services, commercial lending transactions, cross-border payment activities, certain interest rate management products and services, funding, securities financing and investment activities. As an initial matter, BFC and BHB are not acquiring any material entities or locations outside the U.S. as part of the Proposed Transaction.⁵⁹ Moreover, the cross-border activities of BOTW that BHB would acquire as part of the Proposed Transaction would be limited primarily to those of international remittances, some international wealth services, a commercial card program and the limited cross-border payment activities of BOTW's customers. Currently, BHBs engages in a limited amount of cross-border activities, primarily relating to settlement bank services, commercial lending transactions, cross-border payment activities, certain interest rate management products and services, funding activities and wealth management services.

When the cross-border activity of the combined company is measured using the cross-border indicators of the FR Y-15 report, it is evident that the Proposed Transaction would not result in material systemic risk under such indicators. In evaluating a bank holding company's cross-border activity, the relevant measures are a banking organization's total cross-jurisdictional claims and its total cross-jurisdictional liabilities. Based on BMO-CUSO's and BOTW's relevant Form FR Y-15 reports (as of September 30, 2021), the BMO-CUSO's cross-jurisdictional claims of \$45.5 billion would increase only slightly (i.e., less than 2%) to \$46.3 billion and similarly its cross-jurisdictional liabilities would also increase only slightly (i.e., less than 4%) from \$9.33 billion to \$9.66 billion. These resultant pro forma amounts for the combined company are de minimis when compared with the amounts of the U.S. GSIBs.⁶⁰

Therefore, the Proposed Transaction would not result in any meaningful increase in BMO's cross-border operations or activities and would not create difficulties in coordinating any resolution of the combined company or otherwise increase the risk to U.S. financial stability.

Complexity. The complexity of a banking organization is relevant to the Federal Reserve's financial stability risk analysis because highly complex operations have a broader impact on the financial system and generally are more difficult to resolve if they fail. The Proposed Transaction would not contribute to the overall complexity of the U.S. banking or financial system.

As noted, the Proposed Transaction does not involve the purchase or assumption of any complex assets or liabilities. Accordingly, the Proposed Transaction would not cause the resulting organization to have a complex organizational structure, add complex interrelationships or add any unique characteristics that would complicate resolution of the firm, or otherwise pose

⁵⁹ For additional information, please see Confidential Exhibit L.

⁶⁰ These pro forma activity amounts for the combined company were calculated by adding such activity volumes reported on BMO-CUSO's and BOTW's FR Y-15 reports (as of September 30, 2021). The much larger cross-jurisdiction claims and cross-jurisdiction liabilities reported by the U.S. GSIBs on their respective FR Y-15 reports for that same date were as follows: JPMC – \$1.06 trillion and \$904.7 billion; Bank of America – \$544.3 billion and 409.9 billion; Wells Fargo – \$186.8 billion and \$69.7 billion; Citigroup – \$1.07 trillion and \$1.19 trillion; Goldman Sachs – \$659.3 billion and \$542.4 billion; Morgan Stanley – \$399.0 billion and \$334.8 billion; Bank of New York Mellon – \$133.4 billion and \$206.0 billion; and State Street – \$108.9 billion and \$160.9 billion.

a significant risk to the financial system, in the event of financial distress. BMO-FG and BOTW have satisfactorily complied with the regulatory requirements for resolution planning, and BMO-FG expects to continue to do so following consummation.

In addition, when the complexity of the combined company is measured using the relevant indicators of BMO-CUSO's and BOTW's respective Form FR Y-15 reports, it is also evident that the Proposed Transaction would not result in a material increase in systemic risk under this factor. In evaluating a bank holding company's complexity, the relevant measures are: a banking organization's total notional amount of over-the-counter ("OTC") derivatives; total adjusted trading, available-for-sale securities and equity securities with readily determinable fair values not held for trading (collectively, "Trading and AFS Securities"); and total illiquid and hard-to-value assets, known as "Level 3 Assets." Based on BMO-CUSO's and BOTW's respective FR Y-15 reports (as of September 30, 2021), BMO-CUSO would have a pro forma total notional amount of OTC derivatives of \$70.6 billion, total Trading, AFS Securities of \$8.52 billion and total Level 3 Assets of \$765.7 million. These amounts are all de minimis when compared with the average of such indicator totals as reported by the U.S. GSIBs.⁶¹

Also, BMO-FG does not believe that the Proposed Transaction will make any of BMO, BFC or BHB more difficult to resolve if they fail. As previously noted, following the Proposed Transaction, BHB's assets will exceed \$250 billion and it will become subject to the OCC's recovery plan requirements which establish minimum standards for recovery planning by insured national banks, insured federal savings associations, and insured federal branches of foreign banks. Although BHB will have a larger asset base post-Closing, it does not anticipate changes to its core business lines, material entities or critical operations/systemically important functions. BOTW products and services are expected to be added to BHB's existing core business lines and evaluated as such in both the BHB and the broader BMO-FG resolution planning.

For all these reasons, the Proposed Transaction would not significantly increase financial stability risk under the complexity factor.

Conclusion on Financial Stability Risk. In view of all the foregoing, the Proposed Transaction will not result in greater or more concentrated risks to the stability of the U.S. banking or financial system, and, therefore, the financial stability risk considerations are consistent with approval of the Proposed Transaction.

As noted, the Proposed Transaction will enable the combined company to achieve greater diversification of business lines, customers and geographies, enhanced earnings prospects and

⁶¹ These pro forma activity amounts for the combined company are based on such activity volumes reported by BFC and attributed to BOTW on the relevant FR Y-15 reports (as of September 30, 2021). In contrast, the volumes of these respective activities (total notional amounts of OTC derivatives, amounts of Trading and AFS Securities, and Level 3 Assets amounts) reported by the significantly larger banking organizations on their FR Y-15 reports for that same date were as follows: JPMC – \$50.1 trillion, \$263.6 billion and \$17.1 billion; Bank of America – \$36.3 trillion, \$224.8 billion and \$11.3 billion; Wells Fargo – \$9.88 trillion, \$102.6 billion and \$21.9 billion; Citigroup – \$39.3 trillion, \$100.8 billion and \$14.1 billion; Goldman Sachs – \$39.6 trillion, \$144.4 billion and \$24.2 billion; Morgan Stanley – \$33.1 trillion, \$165.9 billion and \$12.7 billion; Bank of New York Mellon – \$1.035 trillion, \$48.8 billion and \$0.0 billion; and State Street – \$2.35 trillion, 19.1 billion and \$2 million.

operational efficiencies. These important benefits will enable the combined BHB to compete more effectively against the larger regional banks, as well as the exponentially larger banking organizations that have steadily and disproportionately increased their banking and financial service market share concentrations during the last decade. Following closing, BHB will not be one of the ten largest banks in the U.S. and it will be approximately 14% of the average domestic assets of any of the four largest U.S. banks taken individually. BHB will continue to be supported by a well capitalized intermediate holding company in BFC and to operate within the robust U.S. Governance Framework described above. Accordingly, instead of increasing financial stability risk, the Proposed Transaction would reduce any financial stability risks posed by BMO or BOTW.

In addition, as previously discussed, BFC and BHB currently qualify as Category IV organizations and expect to become Category III firms following the consummation of the Proposed Transaction. As a result, the assets and liabilities of these companies, including the assets and liabilities of BOTW acquired in the Proposed Transaction, would become subject to the Supplementary Leverage Ratio and the Countercyclical Capital Buffer requirements of the banking agencies' regulatory capital rules, as well as the LCR and NSFR requirements that will apply when these companies become Category III firms.⁶²

Additional information demonstrating that the Proposed Transaction would not result in any meaningful increase in risks to the stability of the U.S. banking or financial system is provided in Exhibit 14 and Confidential Exhibit M.

VI. Convenience And Needs Considerations of the Bank Merger

In acting on this OCC Application, the Bank Merger Act requires the OCC to consider the effects of the proposal on the convenience and needs of the communities to be served.⁶³ BHB and BOTW will build on each company's strong commercial and retail foundations to create an enhanced, more competitive financial institution. On consummation of the Proposed Transaction, the acquisition will bring nearly 1.8 million customers to BHB and will further extend its banking presence through more than 500 additional branches and commercial and wealth offices in key U.S. growth markets.

Post-Closing, BHB will have a strong position in three of the top five U.S. markets, a branch footprint in 24 states, expanded national specialty commercial businesses and a digital banking platform gathering deposits in all 50 states. The Proposed Transaction will add meaningful scale, expansion in attractive markets, and capabilities that will enable BHB to drive greater growth, returns and efficiencies. BOTW's presence in many of the largest and fastest growing markets in the U.S. provides an ideal and complementary commercial and retail banking platform to BHB's current business. Combined with BHB's suite of products and capabilities,

⁶² The Federal Reserve has previously noted that the expansion of more stringent prudential standards to the assets and liabilities acquired as part of a proposed transaction is a favorable consideration under the financial stability factor. See Morgan Stanley/E*Trade Order, FR Order 2020-05 at p. 23 (Sept. 30, 2020), available at <https://www.federalreserve.gov/newsevents/pressreleases/files/orders20200930b1.pdf>.

⁶³ See 12 U.S.C. § 1842(c)(5).

the combined organization will be able to help even more customers with a broader set of financial products and services.

The convenience and needs of communities served by the combined organization will benefit from the expanded products and services resulting from the Proposed Transaction. Legacy customers of both BHB and BOTW will be able to take advantage of an expanded set of products and services, including an expanded branch and ATM network which will enable greater access to services for more communities and extended markets. Legacy BHB customers will be able to take advantage of expanded specialized financing activities, such as marine, recreational vehicles, and agribusiness currently offered by BOTW and BOTW customers will gain access to broader digital banking and wealth capabilities, enhanced payments, ATM access, digitized mortgage processes and enhanced financial management tools.

BHB is in the process of fully mapping the products and services of the combined organization. BHB and BOTW have complementary products and services throughout all business lines that will facilitate and enable an expanded set of solutions and capabilities to the combined organization's customer base post-Closing. The combined banking organization will continue to have a wide array of deposit (including *Bank On* certified products), checking and loan products and broad access to programs with features that may assist low- and moderate-income ("LMI") or minority individuals. Several of these products are discussed in the *Commitment to the CRA* section below. Certain redundant products across the two institutions may be consolidated as a result of the Proposed Transaction. Notwithstanding any consolidation of products and services, the resulting institution will continue to offer comparable choices to each bank's current offering and an expanded product line to continue to meet the convenience and needs of all clients and the communities served. Additional information on products and services is included in the *Commitment to CRA* section below.

BHB does not expect to close any BOTW branches in connection with the Proposed Transaction. BHB and BOTW believe that the resulting branch network will well serve the customers and communities of the combined organization. BHB currently has over 500 retail branch locations in Illinois, Wisconsin, Minnesota, Indiana, Arizona, Missouri, Florida, and Kansas. BOTW currently has more than 500 branch locations in Arizona, California, Colorado, Idaho, Iowa, Kansas, Minnesota, Missouri, Nebraska, Nevada, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin and Wyoming. The combined organization will have over a thousand branch locations serving customers in 24 states. BHB had pre-existing plans to close or consolidate certain branch locations unrelated to the Proposed Transaction, as well as to open additional locations. These plans are outlined in Confidential Exhibit N. BHB will follow its usual branch consolidation and closing policies and procedures and abide by all applicable regulatory requirements and guidance in connection with these pre-planned branch consolidations and closures. These policies and procedures are discussed in Exhibit 15.

As discussed in detail in the *Commitment to the CRA* section below, the combined BHB is committed to continuing both banks' strong record of CRA performance and helping to serve the needs of its entire footprint after consummation of the Proposed Transaction. BHB plans to expand its CRA program to include the CRA assessment areas ("AAs") that are currently serviced by BOTW. There is minimal overlap in AAs between BMO and BOTW. Combining

the two organizations will result in 46 new AAs to the BHB footprint (CA, CO, OR, NM, NE, IA, WY, NV, WA, OK, ND, UT, SD, ID and NY), five new AAs in states where BHB is currently located (AZ, MN and KS), an expansion of six current AAs with additional counties (Phoenix, Minneapolis, Kansas City, Non-Metropolitan Statistical Area (“MSA”) Kansas, Non-MSA WI and La Crosse) and two AAs where there is an exact overlap (Prescott Valley – Prescott AZ and Tucson, AZ MSAs). 91% of the combined CRA AAs will have no overlap in the 24-state footprint therefore bringing incremental practices and products to these states. Please see Exhibit 16 for a list of the pro forma AAs for the combined bank.

Both BHB and BOTW are actively engaged with community groups throughout their respective footprints in order to identify additional products and services to meet new and evolving needs. BHB will work with BOTW to identify key community partners and advocates and begin conversations with the groups to understand community needs within the combined footprint. The various actions that BHB and BOTW have taken to serve the needs of all of their respective communities under the CRA, as well as help their customers, communities and employees address the adverse impacts of the COVID-19 pandemic, provide a clear demonstration of their commitment to social responsibilities.

Both organizations are committed to supporting a sustainable future and creating positive impacts across their markets. With regard to climate risk in particular, both BMO and BNPP are members of the Net-Zero Banking Alliance. BMO-FG has created the BMO Climate Institute to drive thought leadership and provide insights and best practices for industry, government, academia and investors. In addition to thought leadership, BMO-FG has committed to deploy \$240 billion of capital to clients pursuing sustainable outcomes by 2025.

Both organizations are also committed to supporting the needs of underrepresented groups and continuing to innovate solutions to support diversity within their businesses and communities. The environmental, social responsibility and governance (“ESG”) practices at BHB, as well as BMO-FG more broadly, are integral to its business strategy and “purpose” vision, as well as governance and risk management. BOTW is similarly focused on ESG matters as part of its strategy and risk management.

As part of its commitment to ESG, in November 2020, BMO-FG launched “BMO Empower”, which is a \$5 billion commitment over five years to address key barriers faced by minority businesses, communities and families in the United States. Through lending, investing, giving and engagement in our local communities, BMO-FG is focused on tackling barriers to inclusion in the financial services industry to create more opportunity for recovery and success.

As part of BMO EMpower, BHB launched the Special Purpose Credit Programs (“SPCP”) for Black & Latinx and Women In Business. These programs offer lines of credit up to \$50,000 and credit cards through an expanded risk appetite with favorable pricing. The programs’ main methods of outreach include engaging non-profits in LMI communities, in order to reach their constituent base, as well as offering bank-sponsored training and social events. These outreach sessions focus on networking and providing training to Black, Latinx and women owned businesses. If BHB cannot help an SPCP applicant, the bank partners with non-profit organizations to provide financial coaching to assist the applicant. With the consolidation of the

two banks, BHB will explore the opportunity to expand the SPCP programs to the markets currently being served by BOTW.

One of the key successes of the SPCP team at BHB has been the community outreach through non-profits, bank-initiated events and other organizations. During 2021, BHB partnered with four entities to provide educational webinars and in-person training sessions. In addition to these community partnerships, the SPCP team lead initiatives that included:

- Six small business roundtables with Black and Latinx business owners;
- Volunteering over 350 hours to create and present content to over 30 partners and local community organizations; and
- Launching a new “BMO for Black and Latinx” website which includes product offerings, articles, helpful business templates and calculators, videos and links to Black and Latinx business owner podcasts.

Upon consummation of the Proposed Transaction, the combined organization will proactively align their ESG efforts. The combination of such strong and ethical cultures will facilitate the integration process and further strengthen BMO and BHB’s commitment to ESG initiatives and diversity and inclusion of its key constituents, namely its customers, communities and employees. For information on the ESG programs and priorities of BMO and BOTW, please see Exhibit 17 and Exhibit 18.

Based on all the foregoing, it is evident that the convenience and needs of the communities and other constituents of BMO, BFC, BHB and BOTW will be favorably served by the Proposed Transaction.

VII. Commitment to the CRA

Both BHB and BOTW have a strong commitment to serving the needs of their communities as demonstrated by each bank’s strong CRA compliance record and performance in their most recent CRA performance evaluations as well as each organization’s ongoing community engagement activities. The complementary nature of each bank’s business and CRA programs will result in an even stronger program with expanded opportunities moving forward throughout the footprint of the combined bank. BHB has a much larger commercial operation and BOTW has a larger retail operation. The combination of the two entities brings together robust programs and unique best practices for serving the needs of LMI and underserved communities that can now be better leveraged and more impactful across a larger geography. The following pages will highlight the programs, products and strengths that a combined BHB and BOTW will bring together to provide a higher level of support for LMI consumers and neighborhoods.

A. BHB CRA Performance Record

BHB received an overall rating of “Outstanding” on its most recent CRA performance evaluation by the OCC, dated as of April 6, 2020 (the “BHB CRA Evaluation”).⁶⁴ This is BHB’s second consecutive “Outstanding” rating on its CRA performance evaluations. For the BHB CRA Evaluation, BHB received “Outstanding” ratings under each of the Lending, Investment and Service Tests.⁶⁵ BHB also received overall “Outstanding” ratings for the states of Florida, Illinois, Indiana, Kansas and Wisconsin, as well as the Chicago, Kansas City and Minneapolis Multistate MSAs (“MMSAs”). BHB received overall “Satisfactory” ratings for the States of Arizona and Missouri, as well as the St. Louis MMSA. BHB’s overall rating is a blend of the various MMSA and state ratings; however, the Chicago MMSA and the State of Wisconsin carried the greatest weights in the overall rating. The Chicago MMSA and the State of Wisconsin represented 83.5% of BHB’s deposits, with 62.7% and 20.8% of deposits, respectively, as of the BHB CRA Evaluation period. The OCC reported in the BHB CRA Evaluation that examiners did not identify any evidence of discriminatory or other illegal credit practices.

In supporting the overall “Outstanding” rating, the OCC found that BHB’s performance in the Chicago MMSA and the State of Wisconsin was excellent. BHB’s lending levels reflected good responsiveness to the credit needs of these AAs. The OCC stated that the geographic distribution of home mortgage loans reflected adequate penetration and the geographic distribution of small loans to businesses was good or excellent throughout these AAs. The BHB CRA Evaluation also found that the distribution of borrowers reflects good penetration among individuals of different income levels and business customers of different sizes, given the product lines offered by the bank. The OCC concluded that BHB was a leader in making community development loans during the assessment period and made extensive use of innovative and/or flexible lending practices in order to serve the credit needs of such AA. The BHB CRA Evaluation stated that BHB had an excellent level of qualified community development investments and grants, often in leadership positions, particularly those that are not routinely provided by private investors. The evaluation also noted that BHB was a leader in providing community development services during the assessment period.

BHB is particularly proud of a number of elements of its CRA program and governance, including its:

- Highly committed leadership and strong management support across the bank;
- Well-organized operating model, charged with implementing a positive trajectory in CRA performance across all markets, resulting in stronger collaboration across business lines and community partners;
- Rigorous reporting disciplines, with granular, fact-based, and quantitative goals assigned for each test, and performance reviewed quarterly by the executive management team and the CEO of BHB with a quarterly report out to the BHB U.S. Regulatory Committee;

⁶⁴ The BHB CRA Evaluation is available at <https://www.occ.gov/static/cra/craeval/Nov20/14583.pdf>.

⁶⁵ The review period for the BHB CRA Evaluation was January 1, 2017, to December 31, 2019.

- Dedicated CRA team, with members who liaise with the business lines, providing subject matter expertise and centralized oversight;
- Deep relationships with existing community partners, and continued development of new relationships to support investments, lending, and service activities; and
- Collaboration and accountability across personal and commercial business lines on CRA investments, lending, and services.

B. BOTW's CRA Performance Record

BOTW is committed to assisting communities not only by providing financial services that help businesses and individuals prosper, but by providing services, vital resources, and support to LMI individuals and communities throughout its footprint. As noted above, this commitment is highlighted by BOTW's performance in its most recent CRA evaluation as well as BOTW's performance since its most recent evaluation period, which is discussed further below.

BOTW received an "Outstanding" rating on its most recent CRA performance evaluation by the FDIC, dated September 21, 2020 (the "BOTW CRA Evaluation").⁶⁶ BOTW received "Outstanding" ratings under the Investment and Service Tests and a "High Satisfactory" rating under the Lending Test.⁶⁷ BOTW also received overall "Outstanding" ratings for the states of California, Colorado, New Mexico, Minnesota, Iowa, Oklahoma and North Dakota, as well as the Kansas City MMSA. BOTW received an overall "Satisfactory" rating for the states of Oregon, Arizona, Wyoming, Nevada, Washington, Nebraska, Kansas, Utah, South Dakota, Idaho, New York and Wisconsin as well as the Omaha MMSA. BOTW's activities in California carried the most weight in the evaluation process based on BOTW's volume of loans (71.3%), deposits (70.5%) and branch locations (41.3%) at the time of the review.

In the BOTW CRA Evaluation, the FDIC found that BOTW's overall level of lending reflects good responsiveness to the credit needs of its AAs. The BOTW CRA Evaluation noted that the geographic distribution of loans reflects good penetration throughout the bank's AAs and that the distribution of borrowers reflects good penetration among retail customers of different income levels and businesses and farms of different sizes, given the product lines offered by the bank. The FDIC also concluded that BOTW exhibited a good record of serving the credit needs of the most economically disadvantaged individuals of its AAs, low-income individuals, and very small businesses, consistent with safe and sound banking practices. The BOTW CRA Evaluation found that BOTW was a leader in making community development loans and made extensive use of innovative and flexible lending practices in order to serve AA credit needs during the assessment period. The BOTW CRA Evaluation also found that BOTW had an excellent level of qualified community development investments and grants, particularly those that are not routinely provided by private investors and were often in a leadership position. The evaluation also noted that BOTW was a leader in providing community development services in

⁶⁶ The evaluation period for the BOTW CRA Evaluation was August 21, 2017, to September 21, 2020.

⁶⁷ The BOTW CRA Evaluation report is available at https://crapes.fdic.gov/publish/2020/3514_200921.PDF.

its AAs during the assessment period. Additionally, the FDIC reported that examiners did not identify any evidence of discriminatory or other illegal credit practices.

Enterprise-wide, BOTW management and employees have a high awareness of CRA activities and develop products, services and programs to deepen CRA impact. This is evidenced by:

- A strong internal governance structure with committed executive leadership and management support for CRA initiatives across the bank.
- A seasoned CRA team of banking veterans with deep expertise in Community Reinvestment. The team provides valuable insight and guidance for the business groups on regulatory, legislative, and community advocacy trends that impact underserved communities.
- The CRA team utilizes robust data, advanced analytics and a strong performance reporting structure to measure CRA activities across the enterprise.
- Leveraging the “Outstanding” CRA program to help BOTW business teams deepen existing client relationships, develop new partnerships and drive client acquisition.

C. BHB’s and BOTW’s CRA Activity Since Their Last CRA Evaluations

A commitment to the communities where BHB employees live and work has always been embedded in the culture of BHB. Since the BHB CRA Evaluation, BHB has remained actively engaged with the communities within its AAs. BHB’s commitment to the communities within its AAs is evidenced in the lines of businesses’ performance and their efforts to further strengthen their CRA impact in the communities the BHB serves. BHB’s strong focus in commercial banking has provided billions of dollars in capital to communities and resulted in an “Outstanding” rating on the Investment and Lending Test for BHB. BOTW has a strong retail banking model that will complement BHB’s strong commercial bank focus and bring additional best practices to mortgage lending in LMI census tracts. This section will highlight the combined strength of the two organizations and the increased impact to LMI and underserved communities that will result with the combination of the distinctive strengths of the two organizations as illustrated by the activities of each bank since their last CRA performance evaluations.

Importantly, in 2020, BHB made a commitment of \$5 billion over five years to address key barriers faced by minority businesses, communities and families in the United States. Through lending, investing, giving and engagement in its local communities, BHB is actively working to tackle barriers to inclusion in the financial services industry to create more opportunity for recovery and success. The program exceeded its first-year targets with over \$2 billion in commitments, close to 50% of the five-year goal, in the first year. Over 75% of the commitments made in the first year are CRA qualified. (See [Exhibit 17](#) for more details).

Both BHB and BOTW actively worked to meet the pressing needs of customers and communities affected by the COVID-19 pandemic. As discussed in detail in the *Financial and Managerial Resources – Management of COVID-19 Pandemic Impacts* section above, BHB and

BOTW took a number of actions to support the needs of communities within their AAs, including by making short-term loan modifications and deferrals, assisting borrowers with SBA PPP loans, and providing direct and indirect financial support to communities and organizations impacted by the pandemic. Specific information regarding CRA-qualified PPP lending for each bank is included in the discussion of small business lending below.

An innovative example of how BHB supported its customers during the pandemic was through its partnership with SpringFour (“S4”). S4 aids customers, members, and/or employees when they need it the most, and they offer more than 20,000 vetted resources that can help consumers facing economic hardship with their financial and other needs. S4 was used by the BHB collections department as a referral source for clients as a way for customers to get help with whatever issue may be causing the late payments. This is offered at no cost to the customer. In the early days of the pandemic, BHB saw a 500% increase in usage of the tool, as customers increasingly looked to the bank for help with financial stress. Because this tool is virtual, it can be expanded to any market, including markets where BOTW currently has a footprint.

Residential Mortgage Lending

BHB participates in over 100 programs promoting homeownership for LMI individuals and census tracts offered by local governments, non-profit organizations, and affordable housing agencies throughout its AAs. Examples include: various state housing finance agency programs, the Home Affordable Refinance Program, the Freddie Mac Home Possible Program, Neighborhood Home Loan Product, Federal Housing Authority (“FHA”) loans, and down payment and closing cost assistance from the Federal Home Loan Bank of Chicago affordable housing and down payment plus programs. In addition, BHB established a self-funded grant program that provided up to \$3,000 in down payment or closing cost assistance per qualified borrower. The grants can be combined with a wide array of affordable mortgage products or external down payment assistance programs.

Over the past few years, BHB introduced several new products to assist homebuyers, including the Community Home Improvement Loan Program, Illinois Housing Development Authority SmartBuy Program and Deferred Action for Childhood Arrivals Homebuyer Program, expanded FHA guidelines, Freddie Mac BorrowSmart DPA program and additional Federal Home Loan Bank down payment assistance programs. BHB also recently implemented a home buyer specialist function that works with potential home buyers to educate them on all mortgage options available to them including down payment assistance programs.

BHB also supports its communities by offering home buyer education classes. At the start of the pandemic, BHB launched an online version of seminars that continue today throughout the bank’s footprint. BHB also created an Affordable Product Tool designed to educate both the public and mortgage bankers on affordable mortgage programs which makes home ownership a reality for many underbanked and unbanked clients. This simplifies the multiple affordable options for the banker so that when offered, the client has a better understanding and can choose the program they feel is best.

Additionally, BHB has a CRA Strategy and Outreach Team dedicated to ensuring the bank supports LMI clients and communities. They are tasked with supporting BHB’s mortgage

bankers as they use the affordable tool and the affordable programs, which include engaging its community partners, as needed. Partnerships with community partners include working with seven housing finance agencies, over 100 non-profit organizations/counseling agencies and various local governments.

As part of BHB's ongoing effort to increase support for LMI customers and communities, BHB also has developed a new role called the CRA Homebuyer Specialist ("HBS"). This new role was implemented in December 2021, in order to improve the customer experience and pull through and simplify program utilization, including through the uses of the Affordable Product Tool noted above. The CRA HBS discusses affordable homebuying program options with customers to ensure all options are provided and follows up with customers that have been prequalified for a home purchase. This new process will support roughly 3,000 LMI potential homebuyers on an annual basis.

BOTW also participates in a number of programs promoting homeownership for LMI individuals and in LMI census tracts. For example, BOTW offers the Fannie Mae HomeReady mortgage program, which is a low-down payment product designed for creditworthy LMI borrowers. From January 2020 through November 2021, HomeReady enabled 125 customers to become homeowners. BOTW also offers innovative down payment assistance programs that have enabled 133 customers to become homeowners. One of these programs was created in partnership with a fintech company, Landed, which helps essential professionals, such as teachers, afford homes by providing a portion of the down payment then taking a gain or loss when the homeowner sells the property or buys out of the investment. This collaboration with Landed enabled an additional 125 customers to become homeowners.

BOTW established the Community Lending and Diverse Market ("CLDM") unit within the Consumer Real Estate Services division to focus on the bank's lending to LMI and diverse borrowers. Led by an industry expert in affordable lending, the team includes three business development officers covering key geographies and one national diverse markets manager. The CLDM team collaborates with partners across BOTW and local communities to offer homebuyer education seminars and develop tools, products and resources for LMI and first-time homebuyer prospects.

In summary, both BHB and BOTW have some similar yet distinct residential mortgage programs and strategies to benefit LMI and diverse communities. Both have relationship managers that cover broad geographies to help drive LMI and diverse mortgage business into the respective banks. In addition, both offer down payment assistance programs that enable first time home buyers to enter the real estate market.

As a reflection of BHB's and BOTW's commitments and outreach to underserved communities, below is a table outlining both bank's home mortgage lending to LMI individuals and census tracts within their respective AAs from January 2020 through November 2021, by number and dollar amount.

BHB				
	2020		YTD November 30, 2021	
	Total #	Total \$	Total #	Total \$
LMI Individuals	2,890	\$308,796,218	3,363	\$414,522,013
LMI Census Tracts	1,073	\$155,066,187	1,212	\$145,466,501

BOTW				
	2020		YTD November 30, 2021	
	Total #	Total \$	Total #	Total \$
LMI Individuals	2,573	\$439,773,134	2,574	\$455,916,414
LMI Census Tracts	2,549	\$700,311,247	2,688	\$765,462,406

Below is a summary of BHB's home mortgage lending (originated) to LMI individuals and census tracts by state/AA from January 2020 through November 2021, by number and dollar amount

BHB				
2020				
	LMI Individuals		LMI Tracts	
	Total #	Total \$	Total #	Total \$
AZ	209	\$28,604,054	85	\$10,248,734
FL	58	\$7,720,704	32	\$8,631,973
IL	960	\$103,478,725	367	\$46,812,107
IN	324	\$25,798,321	134	\$9,476,899
KS	12	\$975,200	5	\$392,470
MN	98	\$12,958,856	43	\$6,009,699
MO	70	\$7,375,066	28	\$2,978,066
TX	1	\$233,700	1	\$233,700
WI	1,158	\$121,651,592	378	\$70,282,539
Total	2,890	\$308,796,218	1,073	\$155,066,187
YTD November 30, 2021				
	LMI Individuals		LMI Tracts	

	Total #	Total \$	Total #	Total \$
AZ	214	\$29,765,897	81	\$15,477,208
FL	69	\$31,004,070	37	\$10,639,618
IL	1,164	\$124,360,291	443	\$50,945,401
IN	401	\$34,955,856	161	\$14,635,850
KS	28	\$3,650,645	10	\$999,430
MN	129	\$15,896,461	34	\$4,039,801
MO	84	\$9,418,148	34	\$3,342,553
TX	1	\$330,000	0	0
WI	1,273	\$139,591,254	412	\$45,386,640
Total	3,363	\$414,522,013	1,212	\$145,466,501

Below is a summary of BOTW's home mortgage lending (originated and purchased) to LMI individuals and census tracts by state/AA from January 2020 through November 2021, by number and dollar amount.

BOTW				
2020				
	LMI Individuals		LMI Tracts	
	Total #	Total \$	Total #	Total \$
AZ	84	\$10,374,556	78	\$28,492,492
CA	1,218	\$262,258,632	1,600	\$498,126,242
CO	415	\$72,727,659	282	\$56,841,909
IA	143	\$13,770,448	47	\$4,633,356
ID	16	\$1,915,734	27	\$4,513,410
KS	46	\$3,200,110	6	\$242,000
KS- MO	63	\$6,103,969	53	\$8,882,479
MN	85	\$7,506,001	40	\$6,057,036
ND	11	\$1,330,340	9	\$974,707
NE	75	\$6,388,278	28	\$1,773,782
NE- IA	111	\$10,554,391	50	\$3,929,862
NM	39	\$4,181,437	101	\$11,061,665
NV	42	\$6,190,145	50	\$16,584,242
NY	4	\$2,096,242	6	\$2,795,247
OK	26	\$1,746,552	22	\$1,479,982
OR	83	\$14,470,673	59	\$29,483,641
SD	19	\$1,908,464	13	\$1,450,250

UT	15	\$3,368,064	20	\$4,162,788
WA	16	\$3,030,155	34	\$16,234,521
WI⁶⁸	7	\$442,462	0	\$0
WY	55	\$6,208,822	24	\$2,591,639
Total	2,573	\$439,773,134	2,549	\$700,311,247
YTD November 2021				
	LMI Individuals		LMI Tracts	
	Total #	Total \$	Total #	Total \$
AZ	94	\$11,551,847	95	\$19,706,056
CA	1,278	\$281,149,298	1,755	\$570,574,610
CO	387	\$67,575,762	281	\$61,095,089
IA	125	\$12,472,319	41	\$6,519,116
ID	25	\$3,146,084	37	\$12,750,587
KS	49	\$3,903,088	16	\$974,838
KS- MO	60	\$5,839,403	48	\$7,683,573
MN	57	\$5,243,932	15	\$2,069,652
ND	9	\$1,131,210	4	\$656,700
NE	45	\$3,741,383	19	\$1,875,398
NE- IA	106	\$10,688,038	64	\$6,367,575
NM	55	\$6,790,863	78	\$8,916,984
NV	64	\$10,682,351	65	\$12,768,390
NY	8	\$2,113,762	11	\$3,723,888
OK	44	\$4,301,027	31	\$9,927,798
OR	64	\$10,332,444	53	\$21,903,277
SD	9	\$872,510	1	\$86,200
UT	25	\$4,669,753	30	\$6,549,899
WA	28	\$4,481,118	29	\$9,186,331
WI⁶⁹	4	\$340,500	0	\$0
WY	38	\$4,889,724	15	\$2,126,445
Total	2,574	\$455,916,414	2,688	\$765,462,406

As illustrated by the above data, BHB has a strong track record of lending to LMI borrowers, whereas BOTW excels in origination volume in LMI census tracts with a much higher average loan size than BHB. BHB originated 29% of total loans to LMI borrowers from January 2020 through November 2021. BHB's lending from January 2020 through November 2021 exceeds peer aggregate in 97% of its AAs for low-income borrowers when compared to available 2020 HMDA data. As an example, in the Chicago-Naperville-Joliet, IL Metropolitan

⁶⁸ There are no LMI tracts in BOTW's Wisconsin AA.

⁶⁹ There are no LMI tracts in BOTW's Wisconsin AA.

Division, the largest market by deposits for BHB, the bank's originations to low-income borrowers for this same time period is 189% of peer aggregate as compared to 2020 HMDA data. For moderate-income borrowers, the bank exceeds peer aggregate in 73% of the markets and is on par with peer aggregate in an additional 10% of its markets for this same time period as compared to 2020 HMDA data. BHB also exceeds peer aggregate in the Chicago-Naperville-Joliet, IL Metropolitan Division for moderate-income borrowers. As noted above, BHB believes that both banks' home mortgage lending programs are complementary to those offered by BOTW. Upon consummation of the Proposed Transaction, the combined organization will work to collectively enhance home buyer products and programs to meet community needs, which includes expanding dedicated CRA loan originators in BOTW footprint markets.

Small Business Lending

BHB understands the important role that small businesses play in the U.S. economy as well as to individual communities. As a result, BHB strives to ensure that the bank is the preferred provider of banking products and services across all the markets and communities it serves. BHB bankers are armed with the knowledge and support they need to well serve existing and future small business customers.

As discussed in the *Convenience and Needs of the Community* section above, BHB's SPCP programs offer lines of credit up to \$50,000 and credit cards through an expanded risk appetite with favorable pricing. One of the key successes of the SPCP team at BHB has been the community outreach through non-profits, bank-initiated events and other organizations. Since inception of the Black & LatinX SPCP, the program has grown from four closed loans in December of 2020, to 357 loans in less than a year. The result of this huge growth led to the expansion of the program in BHB's footprint states and the creation of the Women In Business program. As noted in the *Convenience and Needs of the Community* section, BHB intends to explore the opportunity to expand the SPCP to BOTW's markets where there is a need and it can be documented.

BHB offers other small business lending products that are similar and complimentary to BOTW. BHB offers SBA products, including the SBA 504 and 7(a) loan programs. These programs provide lower interest rates and higher loan-to-value ratios to assist borrowers than are typically available. BHB is an SBA Preferred Lender. As discussed in detail in the *Financial and Managerial Resources – Management of COVID-19 Pandemic Impacts* section above, BHB, as did BOTW, helped thousands of businesses obtain funding through the SBA's PPP. BHB's response to the high demand for PPP loans during the COVID-19 pandemic highlights its dedication to support small businesses in communities across its footprint. BHB was one of the top 15 PPP lenders in the U.S. During 2020 and 2021, BHB originated 32,627 CRA-reportable PPP loans, totaling over \$2.4 billion. Of the PPP loans, almost \$497 million went to businesses in LMI census tracts and approximately \$679 million were in amounts less than or equal to \$100,000.

Comparatively, BOTW also helped thousands of businesses obtain funding through the SBA's PPP. During 2020 and 2021, BOTW originated 25,973 CRA-reportable PPP loans in its AAs, totaling over \$2.5 billion. Of those loans, almost \$793 million went to businesses in LMI census tracts, approximately \$455 million went to businesses with annual gross revenues of less than \$1 million, and approximately \$656 million were in amounts less than or equal to \$100,000.

BOTW’s efforts to originate PPP loans during the COVID-19 pandemic highlights its dedication to support small businesses in communities throughout its footprint.

BOTW offers a full suite of lending products to all of its small business customers, including term loans (including commercial real estate and equipment), lines of credit, agriculture, construction, business equity, flex loans, SBA 7(a) and 504 loans, as well as business credit cards. As of September 30, 2021, BOTW ranked 13th in small business lending by portfolio size (per the FDIC). BOTW’s small business lending is supported in part by Small Business Express Lending (“SBEL”), a digital, streamlined application channel for new and existing customers. BOTW has made recent enhancements to its SBEL application platform to improve processing and approval rates leading to increased engagement. For example, the Business Builder program is a strategy to help underwrite early life cycle businesses (less than three years in business) primarily based on the owner’s and/or guarantor’s personal credit profile. All *Business Builder* applications are submitted via the SBEL platform. The product suite available through this program was recently expanded to include term loans in addition to business credit cards and reserve lines of credit.

BOTW also has a Micro Lending Resource Center, which is an easily accessible internal resource center available to BOTW employees to educate staff and support small business development efforts. The Micro Lending Resource Center provides lending product information, links to lending application platforms and loan reporting, small business lending job aids, FAQs, and Quick Reference Guides, CRA tools, resources and reporting.

Below is a table outlining BHB’s and BOTW’s small business lending within their respective AAs from January 2020 through November 2021, by number and dollar amount.

BHB				
Small Business	2020		YTD November 30, 2021	
	\$	#	\$	#
LMI census tracts (excluding PPP)	\$326,912,500	2,972	\$178,790,700	1,688
Total PPP loans	\$1,649,081,000	19,386	\$773,613,538	13,241
In amounts of \$100,000 or less (PPP Only)	\$414,402,000	15,297	\$265,009,458	11,372
In amounts of \$100,000 or less (excluding PPP)	\$321,249,400	7,520	\$168,230,100	4,252

BOTW				
Small Business	2020		YTD November 30, 2021	
	\$	#	\$	#
LMI census tracts (excluding PPP)	\$347,793,000	3,031	\$314,720,000	3,020
Total PPP loans	\$1,657,662,000	15,799	\$870,421,000	10,174
In amounts of \$100,000 or less (PPP only)	\$414,530,000	11,262	\$242,324,000	7,822
In Amounts of \$100,000 or less (excluding PPP)	\$206,983,000	8,746	\$189,054,000	8,892

As noted earlier, the combined programs and expertise of BHB and BOTW will benefit the community through increased lending to LMI businesses and areas.

Community Development Activities

Both BHB and BOTW are dedicated to providing support to economically disadvantaged communities within its footprint through making qualified community development loans and investments. Since the BHB CRA Evaluation, BHB has made 874 community development loans totaling over \$3 billion within the bank’s AAs when PPP loans are included. Of this total, over \$1 billion was for affordable housing. BHB made over 1,100 CRA-qualified investments, totaling \$636 million. See the table below for a summary of the total dollar amounts of BHB’s CRA qualifying community development loans, investments and grants within its AAs from January 2020 through November 2021.

BHB		
	2020	YTD November 30, 2021
Community Development Lending (Excludes PPP loans)	\$678,154,190	\$938,853,576
Community Development Investments	\$309,556,376	\$301,905,858
Community Development Grants	\$10,758,991	\$14,141,857

Since the BOTW CRA Evaluation, BOTW has made has 524 community development loans totaling approximately \$3.3 billion. BOTW made over 600 investments totaling over \$280 million within its AAs for the same time period.

The table below shows the total dollar amounts of BOTW’s CRA qualifying community development loans, investments and grants within its AAs from January 2020 through November 2021.

BOTW		
	2020	YTD November 30, 2021
Community Development Lending (Excludes PPP loans)	\$1,656,363,000	\$1,663,513,000
Community Development Investments	\$225,316,754	\$54,347,471
Community Development Grants	\$6,153,660	\$2,172,660

As noted earlier, BHB is strong in commercial lending and as such has a long history of making innovative loans and investments and has a strong and seasoned Community Development Lending and Investment team that will only be enhanced by the existing BOTW team. The BHB Community Development Lending and Investment team is comprised of 14 individuals with extensive industry knowledge across the entire U.S. The head of community investments currently serves on national boards such as Enterprise Community Investment and the National Association of Affordable Housing Lenders, both of which have affiliates and/or members in BOTW footprint states. As a result of the strong team, BHB has earned “Outstanding” ratings in the Investment and Lending Tests on its most recent CRA evaluation.

As highlighted below, BOTW has done several transactions that involve Low Income Housing Tax Credits (“LIHTCs”) and some equity investments into Community Development Financial Institutions (“CDFIs”). BHB will continue these programs but will also bring a compliment of new investment tools to the BOTW markets. Per the BOTW CRA Evaluation, BOTW’s investments focused primarily on affordable housing. While BHB has made several investments in affordable housing vehicles, BHB also has a strong mix of investments in revitalization and stabilization efforts, economic development, essential community facilities along with community services. The combination of the two entities will bring an enhanced combined knowledge in investments and a great mix of community investment types to the combined footprint.

The BHB Community Development Lending team has closed on several innovative transactions during the past several years, which has had a positive impact in several of BHB’s AAs. BHB community development lending programs and tools include: bridge and permanent loans to support LIHTC affordable housing, historic and state tax credits, tax incremental financing, and Federal Home Loan Bank housing awards. This product would complement the work the BOTW team has done with several LIHTCs equity investments. In addition, other products include term loans for unrestricted affordable housing and capital campaign bridge loans for New Market Tax Credits supported economic development projects.

Examples of BHB's leadership in community development investments since the BHB CRA Evaluation include (for additional examples please see Exhibit 17):

- A \$25.3 million dollar investment into a LIHTC fund that will acquire an estimated 30 properties. \$10 million will be allocated to project in Milwaukee, WI that will have 49 affordable units and \$15.3 million to a project in Minneapolis, MN that will have 163 affordable units.
- \$27.5 million dollar investment into a LIHTC fund that will acquire an estimated 30 properties. Over \$17 million was allocated towards a new construction affordable 51-unit housing development in Chicago's Pilsen neighborhood. Over \$9 million was allocated towards a 55- unit new affordable senior project located in a moderate-income census tract in Richton Park, IL.
- A \$1 million investment in an African American woman-owned small business fund in the Milwaukee, WI area. The fund will seed early stage investments for businesses located primarily in LMI areas in Wisconsin with a focus on Milwaukee.
- A \$10 million investment into a SBIC fund to deploy capital in the Phoenix-Mesa-Scottsdale, AZ MSA. The fund will invest in companies located primarily in the Western United States with a majority of fund capital deployed to companies located in LMI census tracts or that employ a majority of LMI employees.
- \$150,000 multi-year grant to the BHB BMORE program in partnership with the CARA Program in the Chicago-Naperville-Evanston, IL area. The BMORE program represents a new model for both the CARA Program and BHB in which the organizations collaborated to recruit, train and place individuals into customer service roles at the bank. Recruitment for the BMORE program focused primarily on the Austin and Little Village neighborhoods in support of Chicago Mayor Lori Lightfoot's INVEST South/West initiative, which is designed to address economic disparity in key neighborhoods across the city. In 2020, BHB hired 19 individuals through the BMORE program.

Since the BHB CRA Evaluation, BHB also gave 755 CRA grants totalling close to \$25 million within its AAs. Examples include:

- United Way, IL - \$10 million multi-year grant to the United Way of Metropolitan Chicago in support of their next phase of the Neighborhood Network Initiative ("NNI"). This grant is the largest corporate gift in the United Way of Metro Chicago's history. This initiative brings together over 50 community groups in underserved neighborhoods to develop a community-led approach to the issues they face. BHB was the cornerstone investor in 2014 that helped launch NNI. What is unique and innovative about the NNI is its scale and its focus on the community-led nature of engaging community residents from the beginning and putting together plans and agendas where the residents lead the change, goals and outcomes. Results include over 1,200 youth enrolled in quality early learning programs and 95 trouble

properties stabilized. BHB won the 2020 Consumer Bankers Association's Joe Belew Community Development Award for their part in this initiative.

- Obama Foundation, IL - \$1 million over three years to support the workforce development initiatives associated with the build of the Obama Presidential Center (the "OPC"). The donation is targeted to the OPC Construction Workforce Initiative, which is designed to create an inclusive construction workforce. During construction of the OPC, 5,000 jobs will be created and 2,500 permanent jobs will be supported after the OPC is completed.
- Naples Children & Education Foundation, FL - \$150,000 over two years to be the Exclusive Auction Sponsor of the annual Naples Winter Wine Festival. All proceeds are directed towards underprivileged, at-risk children in Collier County.
- Habitat for Humanity Chicago - \$300,000 over three years in support of its Affordable Homeownership, Neighborhood Grants, and Homebuyer University programs. BHB's Head of U.S. Corporate Finance is Board President of this organization.
- P33, IL - \$300,000 over three years in support of its mission to transform Chicago into a tier one technology and innovation hub and promote inclusive economic growth. P33 will expand opportunity for low-income, first-generation college students and students of color to get into high-trajectory digital careers, and it will develop a platform that will provide tech entrepreneurs of color in Chicago with access to seed funding, customers, and a community of peers.

The OCC has recognized that BHB does not pursue "simple" transactions in the community development loan market, but rather seeks out those projects that are complex and impactful and has experienced staff that can assist the entities navigate the complex arena of community development lending. Examples of BHB's leadership in community development lending since the BHB CRA Evaluation include:

- A \$40 million loan for the substantial historic rehabilitation of a former military base in St. Paul, MN into 191 units of affordable rental housing for individuals and veterans with incomes at or below 60% of area median income ("AMI"). Preference will be given to veterans seeking affordable housing.
- A \$10 million loan for the adaptive reuse and rehabilitation of a historic school into a 49-unit senior apartment building for seniors in Milwaukee, WI of which 43 units are restricted LMI LIHTC income thresholds.
- A \$10 million line of credit to fill a funding gap for a State of Wisconsin managed care organization that helps eligible elders and adults with disabilities who qualify for Medicaid. The agency has been chosen by the Menominee Tribe and Oneida Nation to support the tribe's transition from long-term care support systems.

- A \$8.5 million loan for an adaptive rehabilitation of a six-story former Holiday Inn into 100 one-bedroom units in the Tucson, AZ Market. The project will assist persons with 30% - 60% area median income. 80 of the 100 units will have project-based vouchers with the remaining 20 units set aside for the homeless.

BHB employees have a long history of volunteer engagement in the communities the bank serves, including serving on boards, committees, tutoring/mentoring, providing pro-bono legal assistance, financial education and working with food pantries. BHB performed CRA-qualified community service outreach to 312 community organizations and events, contributing approximately 7,770 employee service hours from January 2020 through November 2021. Examples of service activities in BHB AA's include:

- BHB's CEO is Chairman of the Board for Kids First Chicago, whose mission is to dramatically improve education for Chicago's children by ensuring high-quality public schools are accessible to all families.
- A BHB commercial bank VP is Board Chair of The Children's Place, a leader in trauma-responsive care for children and Kansas City's specialized trauma treatment agency.
- A BHB commercial bank VP is Chairman of the Board of Center for Veterans Issues, a Milwaukee-based non-profit that supports the concerns of all veterans by providing information, resources, identification of funding, technical assistance, transitional housing and organizational development to veteran service organizations.
- When COVID hit in 2020, BHB's Community Reinvestment Outreach team developed and implemented a series of webinars called the Community Impact Webinar Series, which kicked off in October of 2020. During the series, BHB partners with local non-profit counseling agencies and local realtors highlighting key topics such as homebuying, budgeting, savings, credit, among other topics. Since the launch, BHB has held 64 webinars throughout the bank's footprint states
- Numerous BHB employees volunteered their time to the 1871 Chicago partnership with BHB. 1871 is a non-profit that was started to support Chicago's digital startup community. At the end of the mentorship the startups pitch their product to BHB senior executives who choose the top three, and all receive a cash prize. First place winners receive \$25,000, second place receives \$15,000, and third place receives \$10,000.

BOTW also is dedicated to providing support to economically disadvantaged communities within its footprint through making qualified community development loans and investments. Recent examples of BOTW's qualified community development loans and investments include:

- \$26.7 million LIHTC Affordable Housing Loan to fund an 82-unit affordable apartment property in San Jose, CA. One-third of the units will be permanent

supportive housing for residents who are formerly homeless and have some disabling conditions.

- \$25.7 million LIHTC Affordable Housing Loan to fund a 108-unit affordable multifamily project located in West Linda, CA (Yuba County). All the units will be LIHTC units restricted to households with income levels at or below the 30, 40, 50 and 60 percent of AMI levels.
- \$20.6 million LIHTC Affordable Housing Loan to fund construction of a permanent supportive housing development for homeless veterans in San Diego. The former Motel 6 was transformed into a modern apartment community for 84 extremely low-income and homeless veterans. The property features studio apartments for veterans earning 30 to 40 percent of the AMI.
- \$2 million EQ2 investment with Grameen America Social Business Fund II. Grameen America Inc. is a CDFI dedicated to helping entrepreneurial women who live in poverty build businesses to enable financial mobility.

Examples of grants made to community development organizations include:

- Genesys Works Bay Area (“GWBA”) (Oakland CA) - \$20,000 to support GWBA’s mission to provide pathways to college and career success for high school students in underserved communities through skills training, meaningful work experiences, and impactful relationships. GWBA specifically partners with high schools serving high numbers of family living below the federal poverty line. To date, 99% of students served are students of color; 87% qualify for free or reduced lunch; and 88% are first generation college students.
- Rocky Mountain MicroFinance Institute (“RMMFI”) (Denver CO) - \$30,000 grant to support RMMFI, which serves exclusively low-income entrepreneurs (i.e. individuals living with <80% AMI) in the Denver Metro Area. This grant support RMMFI’s curriculum that aims at bringing qualified, committed entrepreneurs to successful launch of their business.
- Habitat for Humanity Greater San Francisco - This \$25,000 grant supports Habitat for Humanity’s Home Preservation program, which is their key strategy to preserve existing housing stock, maintain stability of neighborhoods, and ensure that long-time residents and their families can stay in their community. The Home Preservation program targets specific neighborhoods and communities where low-income homeowners live. Home Preservation clients are predominantly very low and extremely low income.

As illustrated in its most recent CRA evaluation, the majority of BOTW community development lending targeted revitalization and stabilization efforts followed by economic development. BHB’s current community development lending portfolio largest bucket is affordable housing, but also includes community services, economic development and other new categories that were a result of the OCC’s 2020 rulemaking. These complementary programs

further illustrate how the combined entities will bring a broader mix of products to LMI communities.

BOTW employees logged over 13,000 hours of volunteer service from January 2020 through November 2021. Employees engaged with nonprofit organizations in a variety of activities supporting LMI communities throughout its footprint. Due to the pandemic, employees and nonprofits made extraordinary efforts to transition what had been primarily in-person volunteer opportunities to nearly all virtual volunteering activities. Some examples include:

- Reviewing loan applications for clients of Habitat for Humanity Greater San Francisco;
- Advising entrepreneurs on business plans at the Renaissance Entrepreneurship Center in California;
- Teaching financial education through Junior Achievement;
- Assisting LMI individuals in refining their job search and career skills through programs offered by organizations such as Jewish Vocational Services, BankWork\$ and Year Up;
- Preparing tax returns for low income individuals through Volunteer Income Tax Assistance program;
- Volunteering over 800 hours in 2021 at food banks and food pantries stocking shelves, packing, sorting and distributing food to communities in need and
- Devoting over 100 hours annually to sponsor clients in the Federal Home Loan Bank of San Francisco's Affordable Housing Program ("AHP"). The BOTW Community Development Finance team manages the AHP process from start to finish, starting with the application process and following up on all post-award documentation and progress reporting requirements over multiple years.

Many employees also served on nonprofit boards and committees in financial capacities. Some examples include:

- The BOTW CEO serves on the Board of Grameen America Inc. This organization is dedicated to helping entrepreneurial women who live in poverty build businesses to enable financial mobility by providing microloans (starting at no more than \$2,000), financial training, and support to members.
- The BOTW EVP & Chief Operating Officer serves on the Finance Committee of Raphael House of San Francisco. Their mission is to help low-income families and families experiencing homelessness strengthen family bonds by achieving stable housing and financial independence.

- A BOTW VP Branch Manager in Southern California serves on the Board and the Audit, Operations and Finance Committees of East Valley Community Health Center. Their mission is to provide quality and accessible comprehensive health care and health education services to the low-income and underserved populations of the East San Gabriel and Pomona valleys.
- A BOTW VP Wealth Management Relationship Manager in Omaha, Nebraska serves on the Board and Executive Committee of Completely KIDS. Their mission is to educate and empower kids and families to create a safe, healthy, successful and connected community. Their programming approach involves the entire family by providing an afterschool program for the kids, employment and skill-building opportunities for teens, and expanded services for the parents.
- A BOTW SVP & Regional Retail Bank Manager serves on the Board as Treasurer for WESST – Women’s Economic Self-Sufficiency Team in Albuquerque, New Mexico. They provide consulting, training and lending to clients so they can successfully strengthen and grow their businesses through sustainable sales, financial knowledge and job creation. Founded by three women in 1989, WESST proudly targets its services to women, people of color and low-wealth New Mexicans.

D. Pro Forma CRA Program at BHB

As noted earlier, BHB will continue to be committed to advancing the strong record of CRA performance of each legacy institution while helping to serve the needs of its communities throughout its footprint after consummation of the Proposed Transaction. After consummation of the Proposed Transaction, the combined bank’s network of over 1,000 branch locations will allow for an opportunity for BHB and BOTW to bring the best CRA practices and products of both entities to their new respective markets. The combined bank will service all of the current AAs of both BHB and BOTW. There is minimal overlap in AAs between BMO and BOTW. Combining the two organizations will result in 46 new AAs to the BHB footprint (CA, CO, OR, NM, NE, IA, WY, NV, WA, OK, ND, UT, SD, ID and NY), five new AAs in states where BHB is currently located (AZ, MN and KS), an expansion of six current AAs with additional counties (Phoenix, Minneapolis, Kansas City, Non-MSA Kansas, Non-MSA WI and La Crosse) and two AAs where there is an exact overlap (Prescott Valley – Prescott, AZ and Tucson, AZ MSAs). 91% of the combined CRA AAs will have no overlap in the 24-state footprint therefore bringing incremental practices and products to these states. Please see Exhibit 16 for a list of the *pro forma* AAs for the combined bank.

On consummation of the Proposed Transaction, the combined banking organization will continue to operate under BHB’s policies and procedures. BHB will work with BOTW to evaluate CRA activities, programs, products, and business strategies and collaborate to retain best practices and ensure continued strong performance under the CRA. Care will be taken to meet with the existing BOTW CRA staff to understand their current compliance practices, policies and procedures, in addition to understanding how to best integrate the BOTW CRA and Outreach Teams and data into the BHB CRA program and governance structure.

As noted earlier, BHB intends to hire additional affordable mortgage originators in the newly combined 24 state branch retail footprint and explore the expansion of the small business SPCP. In addition, as noted in the *Convenience and Needs of the Community* section, the combined banking organization will continue to have a wide array of deposit (including *Bank On* certified products), checking and loan products and access to customer friendly programs with features that may assist LMI or minority individuals. BHB will work with BOTW to understand its product set in more detail, and how the products and programs are currently meeting, or not meeting the needs of the community. Where there are gaps, BHB will explore developing new products to meet the needs of the community. The combined entities will leverage respective learning and capabilities on strategies for LMI borrower and LMI geography origination. BHB is a member of the Chicago Federal Home Loan Bank and will expand its offering of self-funded down payment assistance programs in the expanded footprint. The BHB Credit Builder loan product will be offered in the expanded footprint. The Credit Builder loan helps individuals begin to establish or repair credit through a certificate of deposit secured loan which serves a dual function for savings and credit establishment. At loan maturity, the borrower is awarded the full balance plus accrued interest in addition to establishing credit that is reported to all three credit reporting agencies.

BHB will engage with BOTW staff in meeting with community and advocacy groups to understand the impacts and needs of LMI and underserved communities and will prioritize the findings to serve the communities throughout their respective AAs, including LMI and other underserved communities. Both BHB and BOTW have similar outreach models with dedicated business development and/or relationship managers focused on engaging community partners and internal bank staff to increase mortgage lending to LMI and minority borrowers and communities. The combined bank will have a community outreach team that has a comprehensive skill and broad community development expertise.

Lastly, the BHB community development lending and investment teams will work with BOTW staff to understand each other's products and programs to best meet the needs of the community. As noted earlier, the community development team will bring a new product offering to the expanded footprint and will continue important programs needed by CDFIs, such as equity investments.

In summary, the merging of BHB and BOTW bring together two strong banking entities with a strong commitment in CRA. Both entities have different but complimentary business models that bring a comprehensive set of programs, tools and expertise to underserved and LMI communities. The combination of the best practices and complementary areas of expertise of these two financial institutions will result in an enhanced and more impactful contribution to the communities in which they operate.

Conclusion

The Bank Merger will join two banks with highly compatible cultures, business models, risk management systems and dedication to superior customer service, resulting in a stronger BHB that is better able to serve consumers, businesses and other customers across the nation. All of the statutory factors that the OCC must consider in acting on this OCC Application are consistent with approval. BHB, as well as BMO and BFC, has ample financial and managerial

resources to successfully consummate the Proposed Transaction. BMO and BOTW, and their respective bank holding companies, are well capitalized, and BHB and its parent bank holding companies will remain so upon consummation of the Proposed Transaction.

BMO-FG, including BHB, has established an Integration Management Office with cross-divisional representatives and workstreams to ensure a successful integration of BOTW into BHB. Both BHB and BOTW have robust risk management programs, including for BSA/AML/Sanctions Compliance and Consumer Compliance. The combined organization will build upon the existing risk management and compliance frameworks to ensure continued safe and sound operations.

The Bank Merger will not adversely impact competition in any banking market. The pro forma market concentrations in the six overlapping banking markets are all within the Federal Reserve's and the DOJ's "safe harbor" levels and multiple competitors will remain in each banking market.

In addition, the Bank Merger will not result in any material increased risk to the U.S. banking or financial system. Instead, the Proposed Transaction will have a systemically stabilizing impact by creating a combined company that is more geographically diversified and has increased earnings capability and financial strength. These benefits will enable the combined organization to compete more effectively against the largest U.S. banking organizations that operate nationally and are aggressively seeking to increase their deposit market shares, particularly in the major metropolitan areas of the United States, as well as the larger regional banks that also operate on a national level and have seen substantial growth over the last decade. BHB's financial strength will also support its continued high level of investment in technologies and innovation to effectively address the evolving needs of customers and communities for innovative banking services and cybersecurity protections.

The continuation of the outstanding CRA performance records of BHB and BOTW will benefit the customers and communities served by the combined bank. Customers of BHB and BOTW will also benefit from the resulting larger branch and ATM networks, and broader banking product and service offerings of the combined organization. In addition, customers and communities will benefit from the reinforced culture and dedication of BHB that is focused on providing superior customer service to consumers and businesses alike and economic support to all its communities, including LMI and other underserved communities. In addition, the continuation of BHB and BOTW's shared prioritization of ESG, diversity and inclusion of customers, communities and employees will benefit all of BHB's constituents.

For all the reasons discussed in this OCC Application, including the exhibits, BHB respectfully submits that this OCC Application should be approved as promptly as possible.

INTERAGENCY BANK MERGER ACT APPLICATION FORM
INFORMATION REQUESTS

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

Please see the discussions in the *Preliminary Statement – Introduction, Executive Summary* and *Terms of the Proposed Transaction* sections above for information about terms of the Proposed Transaction. Please see Confidential Exhibit O for information on potential financing or capital raises related to the Proposed Transaction.

BMO, BFC, BHB, BNPP, BW Holding and BOTW are planning to consummate the Proposed Transaction as soon as practicable, in order to preserve the benefits of the Proposed Transaction and minimize the loss of employees and customers that results from a protracted period between announcing and closing a transaction.

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

Please see the *Preliminary Statement – Required Approvals* section above.

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

Please see the *Preliminary Statement – Executive Summary* and *Convenience and Needs Considerations* sections above.

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

A summary of the principal terms of the Proposed Transaction is provided in the *Preliminary Statement – Terms of the Proposed Transaction* section above. A copy of the execution version of the Agreement is provided in Exhibit 1. A copy of the Bank Merger Agreement will be provided to the OCC promptly after it is executed.

Resolutions approving the Share Acquisition by BMO’s Board of Directors and joint resolutions of the Boards of Directors of BFC and BHB approving the Bank Merger and the filing of the related regulatory filings, as well as the related consent of BFC as the sole shareholder of BHB approving the Bank Merger, are provided in Exhibit 4. Shareholder consent of BMO as the sole shareholder of BFC and resolutions of BFC’s Board of Directors approving the Holdco Merger are provided in Exhibit 5.

Relevant resolutions of the Boards of Directors of BNPP, BNP-US and BW Holding approving the Share Acquisition and the Bank Merger and of BOTW approving the Bank Merger and the filing of the Bank Merger application, as well as the related consent of BW Holding as

the sole shareholder of BOTW, are provided in Exhibit 6. Resolutions of the Board of Directors of BW Holding and the related consent of BNP Paribas USA Inc. as the sole shareholder of BW Holding, approving the Holdco Merger are provided in Exhibit 7.

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

There are no permissibility issues under state or federal law in connection with the Bank Merger.

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

There are no nonconforming or impermissible assets or activities involved in the Bank Merger.

- 7. Provide the following financial information.**

- a. Pro forma balance sheet, as of the end of the most recent quarter. Indicate separately for the applicant and target institution each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by footnotes) reflecting the proposed acquisition; and the resulting pro forma combined balance sheet.**

Please see Confidential Exhibit B, which includes the requested pro forma balance sheet and related information.

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

Please see Confidential Exhibit B, which includes the projected balance sheets and corresponding income statements and related information.

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

Please see the Notes in Confidential Exhibit B for responsive information.

- d. Pro forma and Projected Regulatory Capital Schedule, as of the end of the most recent quarter and each of the first three years of operation, indicating:**
- Each component item for common equity tier 1 capital, additional tier 1 capital and tier 2 capital pursuant to the currently applicable capital requirements.**

- Total risk-weighted assets.
- Common equity tier 1 capital, tier 1 capital, total capital, and leverage ratios pursuant to the capital regulations. If applicable, also provide the applicant's existing and pro forma supplementary leverage ratio pursuant to the current capital adequacy regulations.

Please see Confidential Exhibit B for the requested capital and leverage ratio information.

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

Please see the *Preliminary Statement – Terms of the Transaction and Managerial Resources – Existing and Pro Forma Boards of Directors and Senior Executive Officers* sections above for the requested information.

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

Except as provided in Exhibit 19 and in Confidential Exhibits P and Q, none of BHB or BOTW or any of their respective affiliates, have been subject to any litigation or investigation by local, state or federal authorities (whether ongoing, pending or resolved) within the last two years.⁷⁰

- 10. Describe how the proposal will assist in meeting the convenience and needs of the community to be served, including, but not limited to, the following:**
- Summarize efforts undertaken or contemplated by the applicant to ascertain and address the needs of the community(ies) to be served, including community outreach activities, as a result of the proposal.**
 - For the combining institutions, list any significant anticipated changes in services or products that will result from the consummation of the transaction.**

⁷⁰ In addition to litigation and investigations by governmental authorities, BMO, BFC, BHB, BW Holding, BOTW and their respective affiliates are involved in a number of judicial proceedings relating to matters arising from conducting normal business activities. For information on material proceedings, please see BMO's 2021 Annual Financial Statement, Note 24, "Legal Proceedings" available at https://www.bmo.com/ir/archive/en/bmo_ar2021.pdf and BOTW 2021 Annual Financial Statement, Note 14, "Litigation," available at <https://www.bankofthewest.com/about-us/our-company/-/media/CAF47D4520994D469FBE7660356455B8.ashx>.

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

Please see the *Preliminary Statement – Convenience and Needs Considerations and Commitment to the CRA* sections above for information on how the Bank Merger will meet the convenience and needs of the communities to be served by the combined company and bank, including the expanded products and services that customers of BOTW will have access to as a result of the Bank Merger.

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

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

Please see the *Preliminary Statement – Convenience and Needs Considerations and Commitment to the CRA* sections above for information on the CRA performance records, including the products and programs that are designed to meet the needs of LMI and other underserved individuals and communities, and other responsive information.

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

Please see Exhibit 16 for the CRA AAs of BOTW that will be added to BMO’s CRA AAs upon consummation of the Bank Merger, to the extent they are not already included in BMO’s current CRA AAs. BMO will inform the Federal Reserve and OCC if there are any changes to these CRA AAs.

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

Please see the *Preliminary Statement – Commitment to the CRA* section above for a discussion of the plans for administering the CRA Program after the Propose Transaction.

- d. **For an applicant or target institution that has received a CRA composite rating of “needs to improve” or “substantial noncompliance” institution-**

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

Not applicable.

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

Please see the *Preliminary Statement – Financial Stability Risk* section above for responsive information.

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

- a. Identify any host states involved with this transaction that require the target to be in operation for a minimum number of years and discuss compliance with the R-N age requirement (12 U.S.C. § 1831u(a)(5)).**
- b. Indicate that (1) the applicant has complied or will comply with the applicable filing requirements of any host state(s) that will result from the transaction and (2) the applicant has sent a copy of the merger application to the state bank supervisor of the resultant host state(s).**
- c. Indicate applicability of R-N nationwide and statewide deposit concentration limits to the transaction.**
- d. Indicate applicability of state-imposed deposit caps, if any. If applicable, discuss compliance.**
- e. Address whether:**

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

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

- f. Discuss compliance with the CRA requirement of R-N.**
- g. Discuss permissibility of retention of the target's main office and branches.**

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

Please see the *Preliminary Statement – Interstate Banking Requirements* section above for responsive information.

- 14. List all offices of the applicant or target that: (a) will be established or retained as branches, including the main office, of the target institution, (b) are approved but unopened branch(es) of the target institution, including the date the current federal and state agencies granted approval(s), and (c) are existing branches that will be closed or consolidated as a result of the proposal (to the extent the information is available) and indicate the effect on the branch customers served. For each branch, list the popular name, street address, city, county, state, and zip code, specifying any that are in low- and moderate-income geographies.⁷¹**

BHB and BOTW believe that customers will be well served by the combined bank's resulting branch network following consummation of the Proposed Transaction. Please see Exhibit 20 for a list of the current branch offices of BOTW, which will be retained as branch offices of BHB.

Please see Exhibit 21 for information regarding:

- a. BOTW's plans to open a *de novo* branch in the second quarter of 2022 to be located at 46691 Mission Blvd., Suite 230, Fremont, CA 94539. BOTW has already received regulatory approval to open this branch. This new branch opening is unrelated to the Proposed Transaction. Upon the Bank Merger, the branch will be retained as a branch office of BHB.
- b. BOTW's plans to relocate its branch located at 414 S. California Ave., Palo Alto CA 94306 to 2600 El Camino Real, Suite 110, Palo Alto CA 94306. This branch relocation is expected to take place on or about February 22, 2022 and is unrelated to the Proposed Transaction. BOTW has already notified its regulators about this branch relocation. Upon the Bank Merger, the relocated branch will be retained as a branch office of BHB.

Please also see Confidential Exhibit R.

There are no expected branch consolidations or closures in connection with the Proposed Transaction. BHB had pre-existing plans to consolidate or close a limited number of branch locations unrelated to the Proposed Transaction. These plans are outlined in Confidential Exhibit N. BHB will follow its usual branch consolidation and closing procedures and abide by

⁷¹ Please designate branch consolidations as those terms are used in the Joint Policy Statement on Branch Closings, 64 FR 34844 (June 29, 1999).

all applicable regulatory requirements and guidance in connection with these branch consolidations and closures. These considerations are discussed in Exhibit 15.

Also unrelated to the Proposed Transaction:

- a. BHB plans to relocate its full service branch located at 1795 South Washington Street, Naperville, Illinois 60565 in February 2022 to 1315 S. Naper Boulevard, Naperville, Illinois 60540. BHB has separately notified the OCC about this relocation.
 - b. BHB plans to open a new full service branch on April 4, 2022 located at 338 S. Canal Street, Chicago, Illinois 60611. BHB has separately applied to the OCC for regulatory approval to open this branch.
 - c. BHB plans to relocate its branch located at 1007 West Euclid Avenue, Arlington Heights, Illinois 60005 to 630 West Northwest Highway, Arlington Heights, Illinois 60004. This branch relocation is expected to take place in October 2022. BHB will provide a regulatory notice to the OCC about this relocation soon.
- 15. As a result of this transaction, if the applicant will be or will become affiliated with a company engaged in insurance activities that is subject to supervision by a state insurance regulator, provide:**
- a. **The name of the company**
 - b. **A description of the insurance activity that the company is engaged in and has plans to conduct.**
 - c. **A list of each state and the lines of business in that state in which the company holds, or will hold, an insurance license. Indicate the state where the company holds a resident license or charter, as applicable.**

Please see the response to Item 20. below.

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

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

After the Share Acquisition and at the time the Bank Merger is consummated, BHB and BOTW will be affiliates.

We nevertheless have included a discussion of the competitive effects of the Proposed Transaction in the *Preliminary Statement – Competitive Effects* section above, with supporting information in Exhibit 17, to demonstrate that the Proposed Transaction, including the Bank Merger, will not result in any significantly adverse competitive effects in any banking market.

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

Not applicable. No branch sales or other divestitures are needed or proposed to mitigate competitive effects of the Bank Merger.

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

Neither BHB nor BOTW currently has any management interlocking relationships for purposes of 12 U.S.C. §§ 3201-3208, and none would exist after consummation of the Bank Merger.

SUPPLEMENT TO INTERAGENCY BANK MERGER ACT
APPLICATION COMPTROLLER OF THE CURRENCY

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

Neither BHB nor BOTW, nor any of their respective affiliates, have entered into a “covered agreement,” as defined in or otherwise subject to the provisions of 12 CFR part 35.

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

Not applicable, please see the response to Item 19.a. above.

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

BHB is not acquiring any financial subsidiaries.

Please see Confidential Exhibit S for the information and analysis on the BOTW operating subsidiaries that would be required if BHB were to establish them pursuant to 12 CFR part 5.34.

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CERTIFICATION

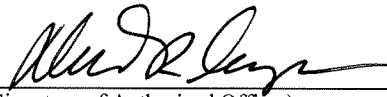
We hereby certify that our board of directors, by resolution, has authorized the filing of this application, and that to the best of our knowledge, it contains no misrepresentations or omissions of material facts. In addition, we agree to notify the agency if the facts described in the filing materially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

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

Signed this 17th day of January, 2022.

BMO Harris Bank N.A.

By:



(Signature of Authorized Officer)

David R. Casper

(Typed Name)

President and Chief Executive Officer

(Title)

Bank of the West

By:

(Signature of Authorized Officer)

(Typed Name)

(Title)

CERTIFICATION

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

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

Signed this 14 day of January 2022.

BMO Harris Bank N.A.

By:

(Signature of Authorized Officer)

(Typed Name)

(Title)

Bank of the West

By:

Nandita Bakhshi

(Signature of Authorized Officer)

Nandita Bakhshi

(Typed Name)

Chief Executive Officer and President

(Title)

PUBLIC EXHIBITS VOLUME

APPLICATION

to the

OFFICE OF THE COMPTROLLER OF THE CURRENCY

by

BMO Harris Bank N.A.

for prior approval to merge with

Bank of the West

pursuant to

**the Federal Deposit Insurance Act,
12 U.S.C. §§ 1828(c) and 1831u, and
the National Bank Act, 12 U.S.C. §§ 24, 24a, 36(d), 215a-1 and
12 CFR part 5**

January 17, 2022

PUBLIC EXHIBITS VOLUME

BMO HARRIS BANK N.A.

January 17, 2022

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**FIRST AMENDED AND RESTATED
SHARE PURCHASE AGREEMENT**

by and among

BNP PARIBAS S.A.,

BNP PARIBAS USA, INC.,

BANCWEST HOLDING INC.,

BANK OF THE WEST,

BANK OF MONTREAL,

BMO FINANCIAL CORP.

AND

BMO HARRIS BANK N.A.

January 16, 2022

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FIRST AMENDED AND RESTATED SHARE PURCHASE AGREEMENT

FIRST AMENDED AND RESTATED SHARE PURCHASE AGREEMENT, dated January 16, 2022 (the “Amended Signing Date”), by and among BNP Paribas S.A., a public limited company (*Société Anonyme*) organized under the laws of France (“Parent Seller”), BNP Paribas USA, Inc., a Delaware corporation and financial holding company and direct wholly owned subsidiary of Parent Seller (the “Seller Intermediate Holding Company”), BancWest Holding Inc., a Delaware corporation and financial holding company and indirect wholly owned subsidiary of Parent Seller (“Seller Holdco”), Bank of the West, a California state-chartered bank and a direct, wholly-owned subsidiary of Seller Holdco (“Seller Bank”), Bank of Montreal, a foreign banking organization and financial holding company (“Purchaser”), BMO Financial Corp. (“Purchaser U.S. Holding Company”), a Delaware corporation and financial holding company and BMO Harris Bank N.A., a national bank (“Purchaser Bank”), and amends and restates in its entirety that certain Share Purchase Agreement (the “Original Agreement”), dated as of December 18, 2021 (the “Original Signing Date”), by and among Parent Seller, Seller Holdco, Seller Bank, Purchaser and Purchaser Bank.

RECITALS

WHEREAS, Parent Seller directly owns all the issued and outstanding shares of capital stock of Seller Intermediate Holding Company;

WHEREAS, Seller Intermediate Holding Company directly owns all the issued and outstanding shares of capital stock of Seller Holdco, which conducts certain business operations through its commercial banking subsidiary, Seller Bank, a wholly-owned subsidiary of Seller Holdco;

WHEREAS, Seller Holdco directly owns all the issued and outstanding shares of Seller Bank Capital Stock;

WHEREAS, Purchaser directly owns all the issued and outstanding shares of capital stock of Purchaser U.S. Holding Company;

WHEREAS, Purchaser U.S. Holding Company directly owns all the issued and outstanding shares of capital stock of Purchaser Bank;

WHEREAS, certain of the parties hereto entered into the Original Agreement providing for, among other things, the acquisition by Purchaser of the Seller Bank Capital Stock;

WHEREAS, Section 7.19 of the Original Agreement permitted the parties thereto to modify the manner of completing the Transactions to a sale of the capital stock of Seller Holdco instead of a sale of the capital stock of Seller Bank, subject to certain terms and conditions set forth therein;

WHEREAS, subject to the terms and conditions set forth herein, Parent Seller and Seller Intermediate Holding Company now desire to cause to be sold, conveyed, assigned and delivered (“Transfer”) to Purchaser U.S. Holding Company, and Purchaser now desires to cause Purchaser

U.S. Holding Company to purchase and accept (“Purchase”) from Seller Intermediate Holding Company, all the Seller Holdco Capital Stock;

WHEREAS, to effectuate the Transfer and Purchase, the parties now mutually desire to amend and restate the Original Agreement in accordance with Section 10.2 of the Original Agreement; and

WHEREAS, the parties intend, as further set forth in Section 1.2, that all references in this Agreement to “the date hereof” or “the date of this Agreement” shall refer to the Original Signing Date, unless expressly specified otherwise in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

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

“Accounting Firm” means Ernst & Young LLP, or if Parent Seller and Purchaser reasonably agree in good faith that such firm has a conflict of interest with Parent Seller or Purchaser, such other internationally recognized independent certified public accountant reasonably acceptable to Parent Seller and Purchaser.

“Acquisition Proposal” has the meaning set forth in Section 7.18.

“Action” means any civil, criminal, regulatory or administrative action, suit, demand, claim, case, litigation, arbitration, cancellation, inquiry, hearing, dispute, investigation or other proceeding.

“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. For the purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; and the terms “controlling” and “controlled” have correlative meanings to the foregoing.

“Agreement” means this Agreement, as may be amended and supplemented from time to time in accordance with Section 10.2, including the Seller Disclosure Schedule, the Purchaser Disclosure Schedule and all Annexes hereto.

“Amended Signing Date” has the meaning set forth in the Preamble.

“AML Laws” means (i) the USA Patriot Act of 2001, as amended, (ii) the U.S. Money Laundering Control Act of 1986, as amended, (iii) the Bank Secrecy Act, as amended,

(iv) any other anti-money laundering Laws to which Seller Holdco or any of its Subsidiaries 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, as amended, and all other U.S. federal, state or local and foreign anti-corruption and anti-bribery Laws applicable to Seller Holdco or any of its Subsidiaries.

“Bank Merger” has the meaning set forth in Section 2.9.

“Bank Merger Agreement” has the meaning set forth in Section 2.9.

“Bankruptcy and Equity Exception” has the meaning set forth in Section 3.4.

“Basket” has the meaning set forth in Section 10.1(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, perquisite or other benefit plan, program, agreement, contract, policy, arrangement or remuneration of any kind with respect to which Seller Holdco or any Subsidiary of Seller Holdco or any Seller Holdco ERISA Affiliate is a party or has any current or future obligation or that are maintained, contributed to or sponsored by Seller Holdco or any of its Subsidiaries or any Seller Holdco ERISA Affiliate for the benefit of any current or former employee, officer, director or independent contractor of Seller Holdco or any of its Subsidiaries or any Seller Holdco ERISA Affiliate, excluding, in each case, any Multiemployer Plan.

“BHC Act” means the Bank Holding Company Act of 1956, as amended.

“Business Day” means any day excluding Saturday, Sunday and any day on which the Federal Reserve Bank of New York is closed for business.

“Cap” has the meaning set forth in Section 10.1(b).

“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 10.1(d).

“Closing” has the meaning set forth in Section 2.2.

“Closing Seller Bank Balance Sheet” means a balance sheet of Seller 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 of Seller Bank set forth in the Reference Statement (including, for the avoidance of doubt, (i) such balance sheet calculated on a “going concern” basis, (ii) not taking into account any changes in the assets or liabilities of Seller 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 Transfer and Purchase and (iii) using Seller Bank's accounting standards or methodologies for estimating allowances for credit losses in effect as of the date hereof and reflected in the Reference Statement (for the avoidance of doubt, regardless of whether the Closing Date occurs after Seller Bank's adoption of CECL)). For the avoidance of doubt, the Closing Seller Bank Balance Sheet will reflect the effect of the Dividend Transactions, if any.

“Closing Seller Holdco Balance Sheet” means a balance sheet of Seller Holdco 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 of Seller Holdco set forth in the Reference Statement (including, for the avoidance of doubt, (i) such balance sheet calculated on a “going concern” basis and (ii) not taking into account any changes in the assets or liabilities of Seller Holdco as a result of purchase accounting or any other accounting adjustments in each case arising as a consequence, in and of themselves, of the Transfer and Purchase); provided, that the Closing Seller Holdco Balance Sheet shall not include any line items other than the line items set forth in the estimated illustrative balance sheet of Seller Holdco as set forth in the Reference Statement. For the avoidance of doubt, the Closing Seller Holdco Balance Sheet will reflect the effect of the Dividend Transactions, if any.

“Closing Date” has the meaning set forth in Section 2.2.

“Closing Excess Tangible Common Equity” means the amount in dollars equal to (A) twenty-five percent (25%) of (B) (x) Closing Tangible Common Equity, *minus* (y)(i) \$10,500,000,000.00 *minus* (ii) the Dividend Amount; provided, that if the difference between (x) and (y) is a negative number, Closing Excess Tangible Common Equity shall be deemed to be \$0.00; provided, further, that if the Closing Date occurs before or on December 31, 2022, Closing Excess Tangible Common Equity shall be deemed to be \$0.00.

“Closing Purchase Price” means an amount in cash equal to \$16,300,000,000.00, *minus* (A)(i) the Estimated Closing Transaction Expenses and (ii) the Dividend Amount, *plus* (B)(i) the Estimated Closing Excess Tangible Common Equity and (ii) the Estimated Closing Seller Holdco Net Assets.

“Closing Seller Holdco Net Assets” means the amount in dollars equal to the Seller Holdco Net Assets (excluding, for the avoidance of doubt, the Seller Bank Capital Stock), as of the close of business on the day immediately preceding the Closing Date, as calculated from the Closing Seller Holdco Balance Sheet.

“Closing Statement” has the meaning set forth in Section 2.5(b).

“Closing Tangible Common Equity” means the amount in dollars equal to the Tangible Common Equity, as of the close of business on the day immediately preceding the Closing Date, as calculated from the Closing Seller Bank Balance Sheet.

“Closing Transaction Expenses” has the meaning set forth in Section 2.5(b).

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

“Combined Tax Return” has the meaning set forth in Section 7.9(b).

“Competing Banking Business” has the meaning set forth in Section 7.7(a).

“Competing Banking Business Equity Threshold” has the meaning set forth in Section 7.7(b)(vii).

“Confidential Information” has the meaning set forth in Section 7.1(b).

“Confidentiality Agreement” means the Non-Disclosure Agreement, dated November 9, 2021, by and between Parent Seller and Purchaser.

“Constituent Documents” means the charter documents, bylaws or similar organizational documents of a corporation and comparable organizational documents of other entities.

“Consultation Period” has the meaning set forth in Section 2.5(c).

“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 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.

“Contract” means, with respect to any Person, any agreement, indenture, debt instrument, contract, lease or other binding commitment to which such Person or any of its Subsidiaries is a party or by which any of them is bound or to which any of their properties is subject.

“Controlling Party” has the meaning set forth in Section 7.9(g)(iv).

“Corresponding Returns” has the meaning set forth in Section 7.9(b).

“CSA” means the Canadian Securities Administrators.

“Current Employee” has the meaning set forth in Section 7.10(a).

“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 7.5.

“Dividend Amount” means the aggregate amount of any Dividend Transactions; provided, that the Dividend Amount shall not exceed \$3,000,000,000.00.

“Dividend Transaction” means any cash dividend or other cash distribution in respect of the Seller Bank Capital Stock paid to Seller Holdco between the Original Signing Date and the Closing Date.

“Effective Time” means 12:01 a.m. New York time on the Closing Date.

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

“Estimated Closing Seller Bank Balance Sheet” means a balance sheet of Seller 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 of Seller Bank set forth in the Reference Statement (including, for the avoidance of doubt, (i) such balance sheet calculated on a “going concern” basis, (ii) not taking into account any changes in the assets or liabilities of Seller 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 Transfer and Purchase and (iii) using Seller Bank’s accounting standards or methodologies for estimating allowances for credit losses in effect as of the date hereof and reflected in the Reference Statement (for the avoidance of doubt, regardless of whether the Closing Date occurs after Seller Bank’s adoption of CECL)). The Estimated Closing Seller Bank Balance Sheet will reflect the estimated effect of the Dividend Transactions, if any (to the extent such transaction has not yet occurred by the date of the Estimated Closing Seller Bank Balance Sheet), or the effect of such transactions, if any, (to the extent such transaction has occurred prior to the date of the Estimated Closing Seller Bank Balance Sheet).

“Estimated Closing Seller Holdco Balance Sheet” means a balance sheet of Seller Holdco 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 of Seller Holdco set forth in the Reference Statement (including, for the avoidance of doubt, (i) such balance sheet calculated on a “going concern” basis and (ii) not taking into account any changes in the assets or liabilities of Seller Holdco as a result of purchase accounting or any other accounting adjustments in each case arising as a consequence, in and of themselves, of the Transfer and Purchase); provided, that the Estimated Closing Seller Holdco Balance Sheet shall not include any line items other than the line items set forth in the estimated illustrative balance sheet of Seller Holdco as set forth in the Reference Statement. The Estimated Closing Seller Holdco Balance Sheet will reflect the estimated effect of the Dividend Transactions, if any (to the extent such transaction has not yet occurred by the date of the Estimated Closing Seller Holdco Balance Sheet), or the effect of such transactions, if any, (to the extent such transaction has occurred prior to the date of the Estimated Closing Seller Holdco Balance Sheet).

“Estimated Closing Balance Sheet Date” means the last day of the month immediately preceding the month in which the Closing Date is expected to occur; provided that the Estimated Closing Balance Sheet Date shall be the last day of the second (2nd) month

immediately preceding the month in which the Closing Date is expected to occur if the Closing Date is expected to occur within five (5) days of the end of the immediately preceding month.

“Estimated Closing Excess Tangible Common Equity” means the amount in dollars equal to (A) twenty-five percent (25%) of (B) (x) the Estimated Closing Tangible Common Equity, *minus* (y)(i) \$10,500,000,000.00 *minus* (ii) the Dividend Amount; provided, that if the difference between (x) and (y) is a negative number, the Estimated Closing Excess Tangible Common Equity shall be deemed to be \$0.00; provided, further, that if the Closing Date occurs before or on December 31, 2022, the Estimated Closing Excess Tangible Common Equity shall be deemed to be \$0.00.

“Estimated Closing Statement” has the meaning set forth in Section 2.5(a).

“Estimated Closing Seller Holdco Net Assets” means the amount in dollars equal to the Seller Holdco Net Assets (excluding, for the avoidance of doubt, the Seller Bank Capital Stock), as of the Estimated Closing Balance Sheet Date, as calculated from the Estimated Closing Seller Holdco Balance Sheet.

“Estimated Closing Tangible Common Equity” means the amount in dollars equal to the Tangible Common Equity, as of the Estimated Closing Balance Sheet Date, as calculated from the Estimated Closing Seller Bank Balance Sheet.

“Estimated Closing Transaction Expenses” has the meaning set forth in Section 2.5(a).

“Exchange Act” means the Securities Exchange Act of 1934.

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

“E.U.” means the European Union.

“FDIC” has the meaning set forth in Section 3.1(a).

“Federal Reserve” means the Board of Governors of the Federal Reserve System.

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

“FINRA” means the Financial Industry Regulatory Authority, Inc.

“Fraud” shall mean, a claim by any party hereto against any other party hereto for common law liability under applicable Law for its actual and intentional fraud with respect to the making of its representations and warranties pursuant to Article III (in the case of Seller Holdco and Seller Bank), Article IV (in the case of Parent Seller and Seller Intermediate Holding Company), Article V (in the case of Purchaser Bank), Article VI (in the case of Purchaser and Purchaser U.S. Holding Company) and the related certificates to be delivered pursuant to Article VIII or its representations and warranties in any other Transaction Document; provided, that such actual and intentional fraud of such party shall only be deemed to exist if such party makes a knowing and intentional misrepresentation of a material fact with respect to the making of a

representation and warranty in this Agreement or any other Transaction Document, as the case may be, with damages caused by a party's detrimental reliance on such fact under circumstances that constitute common law fraud under applicable Law.

“GAAP” means generally accepted accounting principles in the U.S.

“Governmental Authority” means any French, E.U., Canadian or 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.

“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 limiting of any U.S., French, E.U., Canadian or other non-U.S. federal, state or local government or municipal services.

“Holdco Merger” has the meaning set forth in Section 2.8(a).

“Holdco Merger Effective Time” has the meaning set forth in Section 2.8(a).

“Indemnified Party” has the meaning set forth in Section 10.1(d).

“Indemnifying Party” has the meaning set forth in Section 10.1(d).

“Intellectual Property” means any and all of the following: (i) trademarks, service marks, logos, brand names, corporate names, trade names (collectively, “Marks”), (ii) patents, (iii) confidential and proprietary information, including trade secrets, (iv) copyrights (including rights in works of authorship, including all computer software (whether object code or source code format)) and (v) Internet domain names, and including any registrations and applications for registration of the foregoing items 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 Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries, including Seller Bank) to Seller Holdco or any of Seller Holdco's Subsidiaries, including Seller Bank.

“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 Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries, including Seller Bank) from Seller Holdco or any of Seller Holdco's Subsidiaries, including Seller Bank.

“Investment Advisers Act” means the Investment Advisers Act of 1940, as amended.

“Investment Advisory Services” means investment management or investment advisory services, including any subadvisory services, that involve acting as an “investment adviser” within the meaning of the Investment Advisers Act.

“IRS” means the U.S. Internal Revenue Service.

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

“Knowledge” means, as of any date, (a) with respect to the Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank, the actual knowledge as of such date of any of the officers of Seller Bank listed on Section 1.1(a) of the Seller Disclosure Schedule, (b) with respect to Purchaser Bank, the actual knowledge as of such date of any of the officers of Purchaser Bank listed on Section 1.1(a) of the Purchaser Disclosure Schedule and (c) with respect to Purchaser or Purchaser U.S. Holding Company, the actual knowledge as of such date of any of the officers of Purchaser listed on Section 1.1(a) of the Purchaser Disclosure Schedule.

“Law” means any foreign, federal, state or local 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.

“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.

“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 Seller Holdco 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 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 (including such changes in the U.S., France or E.U.) political conditions (including as result of the outbreak of war, acts of terrorism (including cyber 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. or French financial services industry; (f) any change resulting from or arising out of hurricanes, earthquakes, floods, mudslides, droughts or other natural disasters or resulting from or arising out of wild or forest fires or other similar events or disasters; (g) the negotiation, execution, announcement or performance of this Agreement or consummation of the Transactions, including any loss of employees, customers or vendors related thereto (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 Seller Holdco or any of its Subsidiaries 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 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 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 Parent Seller, Seller Intermediate Holding Company, Seller Holdco or Seller Bank 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 Seller Holdco 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 Seller Holdco or any of its Subsidiaries materially engages.

“Material Contract” has the meaning set forth in Section 3.7(a).

“Materially Burdensome Condition” has the meaning set forth in Section 7.3(a).

“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).

“Non-Controlling Party” has the meaning set forth in Section 7.9(g)(iv).

“OCC” means the Office of the Comptroller of the Currency.

“Original Agreement” has the meaning set forth in the Preamble.

“Original Signing Date” has the meaning set forth in the Preamble.

“Outside Date” means the date that is twelve (12) months after the date hereof, as adjusted in accordance with Section 9.1(c).

“Parent Seller” has the meaning set forth in the Preamble.

“Parent Seller Benefit Plan” means each Benefit Plan that is maintained, sponsored or entered into solely by Parent Seller or any of its Affiliates (other than Seller Bank and any of its Subsidiaries) or is maintained primarily or exclusively for the benefit of employees, officers, directors or independent contractors of Parent Seller, or its Affiliates (other than Seller Bank and any of its Subsidiaries).

“Parent Seller Marks” has the meaning set forth in Section 7.11(a).

“PBGC” has the meaning set forth in Section 3.13(e).

“Permits” has the meaning set forth in Section 3.9(a).

“Permitted Liens” means, with respect to Seller Bank and its 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; (b) liens for Taxes, assessments and other governmental charges (i) not yet due and payable or (ii) 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); (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 Financial Statements; (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 Seller Bank and its Subsidiaries, taken as a whole.

“Person” 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 identifying or that can reasonably be used to identify an individual person. Personal Information may relate to any individual,

including a current, prospective or former client (or a client's customer or end user) or employee of any Person, and includes information in any form, including paper, electronic and other forms.

“Phase-Out Period” has the meaning set forth in Section 7.11(b).

“Privacy Laws” means all applicable Laws relating to privacy and data security, 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 an amount in cash equal to \$16,300,000,000.00, *minus* (A)(i) the Closing Transaction Expenses, and (ii) the Dividend Amount, *plus* (B)(i) the Closing Excess Tangible Common Equity and (ii) the Closing Seller Holdco Net Assets.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Bank” has the meaning set forth in the Preamble.

“Purchaser Bank Capital Stock” has the meaning set forth in Section 6.2(b).

“Purchaser Bank Tax Period” 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 Disclosure Schedule” has the meaning set forth in Article V.

“Purchaser Fundamental Warranties” means those representations and warranties set forth in Section 5.1 (*Purchaser Bank; Organization, Standing and Authority*), Section 5.2 (*Purchaser Bank; Corporate Authorization and Binding Effect*), Section 5.5 (*Purchaser Bank; No Brokers*), Section 5.7 (*Purchaser Bank; Availability of Funds*), Section 6.1 (*Purchaser and Purchaser U.S. Holding Company; Organization and Authority*), Section 6.2 (*Purchaser and Purchaser U.S. Holding Company; Ownership of Shares*), Section 6.3 (*Purchaser and Purchaser U.S. Holding Company; Corporate Authorization and Binding Effect*), and Section 6.5 (*Purchaser and Purchaser U.S. Holding Company; No Brokers*).

“Purchaser Indemnified Party” has the meaning set forth in Section 10.1(b).

“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 Purchaser and its Subsidiaries (when this term is used in respect of Purchaser) or Purchaser Bank and its Subsidiaries (when this term is used in respect of Purchaser Bank), in either case, 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 (including such changes in the U.S. or Canada) political conditions (including as result of the outbreak of war, acts of terrorism (including cyber 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. or Canadian financial services industry; (f) any change resulting from or arising out of hurricanes, earthquakes, floods, mudslides, droughts or other natural disasters or resulting from or arising out of wild or forest fires or other similar events or disasters; (g) the negotiation, execution, announcement or performance of this Agreement or consummation of the Transactions, including any loss of employees, customers or vendors related thereto (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 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 the Parent 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 Purchaser Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether, there has been a Purchaser Material Adverse Effect); (i) any actions (or the effects of any action) taken (or omitted to be taken) upon the request or instruction of, or with the written consent of, Parent Seller or one of its Affiliates; or (j) any action (or the effects of any action) taken (or omitted to be taken) by Purchaser or Purchaser Bank 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 Purchaser Bank 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 Purchaser Bank or any of its Subsidiaries materially engages.

“Purchaser SEC and CSA Reports” means the forms, statements, certifications, reports and documents publicly filed with or furnished to the SEC or the CSA by Purchaser, pursuant to the Securities Laws, 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).

“Purchaser Tax Return” has the meaning set forth in Section 7.9(b).

“Purchaser U.S. Holding Company” has the meaning set forth in the Recitals.

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

“Receiving Party” has the meaning set forth in Section 7.5.

“Reference Statement” has the meaning set forth in Section 2.4.

“Related Party Contracts” has the meaning set forth in Section 3.7(a)(x).

“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 7.3(a).

“Restricted Banking Business” means any FDIC-insured branch-based retail banking, auto, RV or marine financing or retail wealth management businesses.

“Restricted Employee” means any employee of Seller Bank and its Subsidiaries who is an eligible participant in the Executive Change in Control Retention Plan of Seller Bank.

“Restricted Territory” means (i) the states of the U.S. in which Seller Bank or Purchaser Bank operate or maintain, as of the Closing, branch locations (in the case of retail banking) or clients (in the case of retail wealth management) and (ii) the United States (in the case of auto, RV or marine financing).

“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 other applicable securities Laws of any applicable Governmental Authority.

“Seller Bank” has the meaning set forth in the Preamble.

“Seller Bank 401(k) Plan” has the meaning set forth in Section 7.10(c).

“Seller Bank Benefit Plans” means each Benefit Plan that is maintained, sponsored or entered into solely by Seller Bank or any of its Subsidiaries or is maintained primarily or exclusively for the benefit of current or former employees, officers, directors or independent contractors of Seller Bank and its Subsidiaries.

“Seller Bank Capital Stock” has the meaning set forth in Section 3.2.

“Seller Bank Common Stock” has the meaning set forth in Section 3.2.

“Seller Bank Marks” has the meaning set forth in Section 7.11(c).

“Seller Bank Qualified Plans” has the meaning set forth in Section 3.13(c).

“Seller Disclosure Schedule” has the meaning set forth in Article III.

“Seller Fundamental Warranties” means, with respect to the representations and warranties set forth in Section 3.1 (*Seller Holdco; Organization, Standing and Authority*), Section 3.2 (*Seller Holdco; Capital Structure*), Section 3.3(b) (*Seller Holdco; Seller Holdco’s Subsidiaries*), Section 3.4 (*Seller Holdco; Corporate Authorization and Binding Effect*), Section 3.12 (*Seller Holdco; No Brokers*), Section 4.1 (*Parent Seller, Seller Intermediate Holding Company and Seller Holdco; Organization and Standing*), Section 4.2 (*Parent Seller, Seller Intermediate Holding Company and Seller Holdco; Capital Structure; Ownership of Shares*), Section 4.3 (*Parent Seller, Seller Intermediate Holding Company and Seller Holdco; Corporate Authorization and Binding Effect*), and Section 4.5 (*Parent Seller, Seller Intermediate Holding Company and Seller Holdco; No Brokers*).

“Seller Holdco” has the meaning set forth in the Preamble.

“Seller Holdco Capital Stock” has the meaning set forth in Section 3.2(a).

“Seller Holdco ERISA Affiliate” means any trade or business of Seller Holdco or any of its Affiliates, whether or not incorporated, all of which together with Seller Bank would be deemed a “single employer” within the meaning of Section 4001 of ERISA.

“Seller Holdco Financial Statements” has the meaning set forth in Section 3.6(g).

“Seller Holdco IT Assets” means the IT Assets owned or controlled by Seller Holdco or any of its Subsidiaries.

“Seller Holdco Net Assets” means, as of any specified date, the amount in U.S. dollars equal to: (i) the assets of Seller Holdco (other than the Seller Bank Capital Stock) *minus* (ii) the liabilities of Seller Holdco, in each case calculated using the same methodologies, assumptions, accounting policies, principles, practices and categories used in calculating the Seller Holdco Net Assets as set forth in the Reference Statement.

“Seller Holdco Registered IP” means all Intellectual Property owned by Seller Holdco or any of its Subsidiaries that is material to their business and that is issued by, registered with, renewed by or the subject of a pending application before any Governmental Authority or internet domain name registrar.

“Seller Holdco Tax Return” has the meaning set forth in Section 7.9(b).

“Seller Indemnified Party” has the meaning set forth in Section 10.1(c).

“Seller Indemnified Taxes” means, without duplication, (a) any Taxes imposed on Parent Seller or any of its Affiliates (other than Seller Holdco or any of its Subsidiaries) for any taxable period (including any Taxes required to be withheld from the payment of the Purchase Price, but excluding any interest or penalties in respect of withholding imposed solely as a result of Purchaser’s failure to make appropriate withholding on the basis of accurate information supplied by Parent Seller or any of its Affiliates), (b) any Taxes imposed on Seller Holdco or any of its Subsidiaries for any Seller Tax Period, determined, with respect to any Straddle Period, in accordance with Section 7.9, (c) any liability for Taxes of any Person (other than Seller Holdco or any of its Subsidiaries) for which Seller Holdco or any of its Subsidiaries is liable as a result of (i) having been a member of an affiliated, consolidated, combined, unitary or similar group prior to the Closing and (ii) any liability for the payment of any Tax as a transferee or successor, by contract (other than commercial Contracts not primarily related to Taxes (such as financing or employment Contracts with Tax gross-up obligations or leases with Tax escalation provisions)) or otherwise (in each case of clause (ii), as a result of a transaction or contract entered into prior to the Closing), (d) any Transfer Taxes for which Parent Seller or any of its Affiliates (other than Seller Holdco or any of its Subsidiaries) is responsible pursuant to Section 7.9(d), (e) any Taxes attributable to or arising from any breach of the representations or warranties contained in clauses (e), (f), (h), (j), (k), (l) or (m) of Section 3.15 (without giving effect to any limitations as to materiality set forth therein) or any covenants of Parent Seller, Seller Intermediate Holding Company, Seller Holdco or Seller Bank in this Agreement, (f) any Tax obligations of Seller Holdco or any of its Subsidiaries for any Seller Tax Period that have been deferred pursuant to the Coronavirus Aid, Relief, and Economic Security Act or similar statutory relief and (g) reasonable costs and expenses (including attorneys’ and other advisors’ fees) related to any item described in clauses (a) through (f); provided that, notwithstanding anything to the contrary herein, (w) any Taxes arising in a Purchaser Bank Tax Period (except for Taxes described in clauses (a), (c), (d), (e) and (f) of this definition), (x) Taxes resulting from any election under Section 338 or Section 336 of the Code (or any comparable provision of applicable Law) with respect to the transactions contemplated by this Agreement, (y) Taxes incurred outside the ordinary course of business on the Closing Date after the Closing (other than Taxes imposed with respect to the Transfer and Purchase) and (z) Taxes reflected in Closing Tangible Common Equity and Closing Seller Holdco Net Assets are not Seller Indemnified Taxes.

“Seller Intermediate Holding Company” has the meaning set forth in the Preamble.

“Seller Investment Services” has the meaning set forth in Section 3.9(d).

“Seller Investment Services Advisory Agreement” means an investment advisory agreement entered into by Seller Investment Services with a Seller Investment Services Advisory Client for the purpose of providing Investment Advisory Services to such Seller Investment Services Advisory Client.

“Seller Investment Services Advisory Client” means any client or customer of Seller Investment Services for Investment Advisory Services.

“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 7.9(b).

“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.

“Surviving Bank” has the meaning set forth in Section 2.9.

“Tangible Common Equity” means, as of any specified date, the amount in U.S. dollars equal to: (i) the common shareholders’ equity of Seller Bank and its Subsidiaries, *less* (ii) the amount of goodwill and other intangible assets of Seller Bank and its Subsidiaries, *adjusted* (iii) to exclude from the foregoing calculations any change in accumulated other comprehensive income between September 30, 2021 and the measurement date, in each case calculated using the same methodologies, assumptions, accounting policies, principles, practices and categories used in calculating the Tangible Common Equity of Seller Bank as set forth in the Reference Statement; provided that such determination shall use Seller Bank’s accounting standards or methodologies for estimating allowances for credit losses in effect as of the date hereof and reflected in the Reference Statement (for the avoidance of doubt, regardless of whether the Closing Date occurs after Seller Bank’s adoption of CECL).

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

“Tax Proceeding” means any inquiry, claim, audit, action, suit, proceeding, examination, contest, litigation or investigation by any Governmental Authority in respect of Taxes.

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

“Taxing Authority” means any Governmental Authority having or purporting to exercise jurisdiction with respect to any Tax.

“Third Party” has the meaning set forth in Section 10.1(d).

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

“Transaction Documents” means this Agreement and any agreements relating to transition matters as contemplated by Section 7.20.

“Transaction Expenses” means without duplication to the extent incurred prior to the Closing 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 Seller Holdco or its Subsidiaries, including Seller Bank, including to any Person that any of Seller Holdco or its Subsidiaries, including Seller Bank, prior to the Closing agrees to pay or reimburse, or is otherwise legally obligated to pay or reimburse in connection with the foregoing, including (x) fees and expenses of counsel, advisors, consultants, investment bankers, accountants, auditors and any other experts and (y) the brokers’, finders’ or similar fees.

“Transactions” means the transactions contemplated by and provided for in this Agreement and the other Transaction Documents (including the Stock Sale, the Holdco Merger 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 Purchase and Transfer 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 measured, in whole or in part, by reference to income or gain.

“Transitional Marks” has the meaning set forth in Section 7.11(b).

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

“U.S.” means the United States of America.

“WARN” means the Worker Adjustment and Retraining Notification Act and any comparable foreign, state or local law.

Section 1.2 Interpretation and Construction.

(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) “ordinary course of business,” with respect to any party, shall take into account the commercially reasonable actions taken by such party and its Affiliates, in response to a Contagion Event and Contagion Event Measures, and such references shall be deemed to be followed by the words “consistent with past practice”;

(v) any Governmental Authority include any successor to such Governmental Authority;

(vi) any agreement or other document refer to such agreement or document as amended, modified, supplemented or replaced from time to time;

(vii) 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;

(viii) the terms “Dollars” and “\$” mean the lawful currency of the U.S.;

(ix) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation;” and

(x) all references in this Agreement to “the date hereof” or “the date of this Agreement” shall refer to the Original Signing Date, unless expressly specified otherwise in this Agreement.

(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) Any documents, information and agreements that have been posted at least twenty-four (24) hours prior to and, as of the Amended Signing Date, remain available to Purchaser, Purchaser U.S. Holding Company and Purchaser Bank (or their Affiliates or its or their respective Representatives) in the electronic data room hosted by Intralinks, Inc. established by or on behalf of the Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank in connection with the Transactions shall be deemed to have been “delivered,” “provided,” or “made available” (or any phrase of similar import) to Purchaser, Purchaser U.S. Holding Company and Purchaser Bank, as applicable by Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank.

(d) 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.

(e) 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 (including confidential supervisory information identified in 12 C.F.R. § 261.2(b), 12 C.F.R. § 309.5(g)(8) or California state banking law) by any party to this Agreement to the extent prohibited by applicable Law; provided that appropriate substitute disclosures or actions shall be made or taken to the extent permitted by Law.

ARTICLE II THE TRANSACTION

Section 2.1 Purchase. On the terms and subject to the conditions set forth herein, at the Closing, (a) Seller Intermediate Holding Company shall Transfer to Purchaser U.S. Holding Company and Purchaser U.S. Holding Company shall purchase from Seller Intermediate Holding Company, free and clear of any Liens (other than restrictions on transfer which arise under applicable Securities Laws), the Seller Holdco Capital Stock (the “Stock Sale”) and (b) Purchaser or Purchaser U.S. Holding Company shall pay or cause to be paid to Parent Seller (or any Affiliate of Parent Seller, other than Seller Holdco and its Subsidiaries, designated by Parent Seller in writing) an amount equal to the Purchase Price.

Section 2.2 Closing. The closing of the Purchase and Transfer (the “Closing” and the date on which the Closing occurs, the “Closing Date”) shall take place at (a) 10:00 a.m., New York City time, remotely via electronic exchange of documents and signatures on the first (1st) Business Day of the month following the date on which each of the conditions set forth in Article VIII (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 (b) such other place, time and date as the parties may mutually agree in writing. The Closing shall be deemed effective as of the Effective Time. Closing Deliverables.

(a) At the Closing, Purchaser will deliver, or cause to be delivered, to Parent Seller the Closing Purchase Price, by wire transfer of immediately available funds, to one or more accounts which accounts shall have been designated by Parent Seller in writing at least three (3) Business Days prior to the Closing Date.

(b) At the Closing, Purchaser will deliver, or cause to be delivered, to Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank:

(i) Duly executed counterparts of the other Transaction Documents;

(ii) The certificate referred to in Section 8.3(c);

(iii) Written evidence satisfactory to Parent Seller that the Requisite Regulatory Approvals have been obtained, and any applicable waiting periods relating thereto shall have expired or been terminated early; and

(iv) All such other documents, contracts, certificates, instruments and records as may be reasonably necessary to consummate or effectuate the Transactions.

(c) At the Closing, Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank, as applicable, shall deliver, or cause to be delivered, to Purchaser Bank, Purchaser U.S. Holding Company and Purchaser the following:

(i) A properly executed IRS Form W-9 from Seller Intermediate Holding Company; provided that Purchaser's sole right or remedy for failure to provide such certificate shall be to make an appropriate withholding under the Code;

(ii) Duly executed counterparts of the other Transaction Documents;

(iii) The certificate to be delivered pursuant to Section 8.2(c);

(iv) Certificates or, if uncertificated, other evidence of ownership, representing the Seller Holdco Capital Stock, registered in the name of Purchaser U.S. Holding Company; and

(v) All such other documents, contracts, certificates, instruments and records as may be reasonably necessary to consummate or effectuate the Transactions.

Section 2.4 Reference Statement. Annex B sets forth an illustrative statement (the "Reference Statement") prepared in good faith by Parent Seller and Seller Bank in cooperation with Purchaser and Purchaser Bank, on the same basis as is required for the Estimated Closing Statement and the Closing Statement, setting forth (i) an estimated illustrative consolidated balance sheet of Seller Bank as of September 30, 2021, (ii) a good faith illustrative calculation of the Tangible Common Equity of Seller Bank, as of September 30, 2021 and based on such reference balance sheet of Seller Bank, (iii) an estimated illustrative balance sheet of Seller Holdco as of December 31, 2021 which reflects the required adjustments and line items assuming a Closing Date of December 31, 2021, (iv) a good faith illustrative calculation of the Seller Holdco Net Assets, as of December 31, 2021 and based on such reference balance sheet of

Seller Holdco, and (v) a good faith illustrative calculation of the Closing Purchase Price assuming a Closing Date prior to January 1, 2023.

Section 2.5 Purchase Price Adjustment.

(a) Not fewer than three (3) Business Days prior to the Closing Date, the Parent Seller, Seller Holdco and Seller Bank shall deliver to Purchaser and Purchaser Bank a statement setting forth (i) the Estimated Closing Seller Bank Balance Sheet, (ii) Parent Seller, Seller Holdco and Seller Bank's calculation of the Estimated Closing Tangible Common Equity, (iii) Parent Seller, Seller Holdco and Seller Bank's resulting calculation of the Estimated Closing Excess Tangible Common Equity, (iv) the Transaction Expenses, to the extent not paid by Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries), as of the Estimated Closing Balance Sheet Date (the "Estimated Closing Transaction Expenses"), (v) the Estimated Closing Seller Holdco Balance Sheet, (vi) Parent Seller and Seller Holdco's calculation of the Estimated Closing Seller Holdco Net Assets and (vii) a calculation of the Closing Purchase Price, including reasonably detailed calculations thereof (the "Estimated Closing Statement").

(b) As soon as practicable, but in no event more than the later of seventy-five (75) days following the Closing Date, Purchaser and Purchaser Bank shall prepare and deliver to Parent Seller (i) the Closing Seller Bank Balance Sheet, (ii) Purchaser and Purchaser Bank's calculation of the Closing Tangible Common Equity, (iii) Purchaser and Purchaser Bank's resulting calculation of the Closing Excess Tangible Common Equity, accompanied by reasonably detailed calculations thereof, (iv) the Transaction Expenses, to the extent not paid by Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries), as of the day immediately preceding the Closing Date (the "Closing Transaction Expenses"), (iv) the Closing Seller Holdco Balance Sheet, (v) Purchaser and Purchaser Bank's calculation of the Closing Seller Holdco Net Assets and (vi) a statement showing the calculation of the Purchase Price, including all the line items required to calculate the foregoing, and detailed explanations of any changes or deviations from the Estimated Closing Statement and a reconciliation of any changes in the amount of the Closing Excess Tangible Common Equity and the Closing Seller Holdco Net Assets from the amount of the Estimated Closing Excess Tangible Common Equity and Estimated Closing Seller Holdco Net Assets, respectively (collectively, the "Closing Statement"). The Closing Statement shall be prepared and Closing Excess Tangible Common Equity shall be determined in accordance with this Agreement and the Reference Statement. The parties agree that the purpose of preparing the Closing Statement and determining Closing Excess Tangible Common Equity and the Closing Seller Holdco Net Assets and the related consideration adjustments contemplated by this Section 2.5 is to measure the Closing Excess Tangible Common Equity and the Closing Seller Holdco Net Assets and such processes are not intended to permit the introduction of judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of preparing the Closing Statement or determining Closing Excess Tangible Common Equity and Closing Seller Holdco Net Assets that are inconsistent with the methodologies, assumptions, accounting policies, principles, practices and categories used in the preparation of the Reference Statement. After delivery of the Closing Statement, Parent Seller and its accountants and other representatives shall be permitted full access at reasonable times to review the Surviving Bank's and its Subsidiaries' books and records and any work papers related to the preparation of the Closing Statement (subject to the execution of any customary work paper access letters required

by any of the representatives of Parent Seller). Parent Seller and its accountants and other representatives may make inquiries of Purchaser, the Surviving Bank, its Subsidiaries and their respective accountants and employees regarding questions concerning or disagreements with the Closing Statement arising in the course of their review thereof, and Purchaser shall use its, and shall cause the Surviving Bank and its Subsidiaries to use their, reasonable best efforts to cause any such accountants and employees to cooperate with and respond to such inquiries.

(c) Except as otherwise expressly provided herein, the determination of (i) the Closing Seller Bank Balance Sheet and the corresponding calculation of Closing Excess Tangible Common Equity and (ii) the Closing Seller Holdco Balance Sheet and the corresponding calculation of Closing Seller Holdco Net Assets will be final and binding on the parties, unless, within sixty (60) days after receipt by Parent Seller of the Closing Statement, Parent 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 (such period, the “Consultation Period”), 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 Statement shall be updated accordingly. If the parties are unable to resolve all disputed items within the Consultation Period, the remaining disputed items will be determined by the Accounting Firm. The 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 Parent 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: (i) will be bound by the applicable provisions set forth in this Agreement, including the applicable definitions and the Reference Statement, (ii) 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 (iii) 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 equally between Purchaser and Parent Seller. The parties agree that the resolution of disputes with respect to the calculations and amounts set forth in the Closing Statement (x) will be governed, solely and exclusively, by the procedures set forth in this Section 2.5 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 Excess Tangible Common Equity (as mutually agreed by Parent Seller and Purchaser or finally determined by the Accounting Firm pursuant to Section 2.5(c)) exceeds the Estimated Closing Excess Tangible Common Equity, then Purchaser shall

make or cause to be made an adjustment payment to Parent Seller in an amount equal to such excess. If the Closing Excess Tangible Common Equity (as mutually agreed by Parent Seller and Purchaser or finally determined by the Accounting Firm pursuant to Section 2.5(c)) is less than the Estimated Closing Excess Tangible Common Equity, then Parent Seller shall make an adjustment payment to or as directed by Purchaser in an amount equal to such difference. Within ten (10) Business Days following such mutual agreement or final determination of the Closing Excess Tangible Common Equity, any payment payable pursuant to this Section 2.5(d) will be paid in immediately available funds in cash to a bank account or accounts designated by Purchaser or Parent Seller, as the case may be, at least two (2) Business Days prior to the expiration of such ten (10) Business Day period. Any payments made pursuant to this Section 2.5(d) will be treated for all Tax purposes as adjustments to the Purchase Price.

(e) If the Closing Seller Holdco Net Assets (as mutually agreed by Parent Seller and Purchaser or finally determined by the Accounting Firm pursuant to Section 2.5(c)) exceeds the Estimated Closing Seller Holdco Net Assets, then Purchaser shall make or cause to be made an adjustment payment to Parent Seller in an amount equal to such excess. If the Closing Seller Holdco Net Assets (as mutually agreed by Parent Seller and Purchaser or finally determined by the Accounting Firm pursuant to Section 2.5(c)) is less than the Estimated Closing Seller Holdco Net Assets, then Parent Seller shall make an adjustment payment to or as directed by Purchaser in an amount equal to such difference. Within ten (10) Business Days following such mutual agreement or final determination of the Closing Seller Holdco Net Assets, any payment payable pursuant to this Section 2.5(e) will be paid in immediately available funds in cash to a bank account or accounts designated by Purchaser or Parent Seller, as the case may be, at least two (2) Business Days prior to the expiration of such ten (10) Business Day period. Any payments made pursuant to this Section 2.5(e) will be treated for all Tax purposes as adjustments to the Purchase Price.

Section 2.6 Tax Treatment. Purchaser, Purchaser U.S. Holding Company, Parent Seller and Seller Intermediate Holding Company acknowledge and agree that the Transfer and Purchase shall be treated for U.S. federal income tax purposes as a taxable purchase and sale of the Seller Holdco Capital Stock. Notwithstanding anything to the contrary herein, Parent Seller, Seller Intermediate Holding Company, Purchaser and Purchaser U.S. Holding Company agree that any items of losses, deductions or credits for U.S. federal income Tax purposes resulting from the Transaction Expenses that are at least “more likely than not” deductible in a Seller Tax Period shall be reported as deductions allocable to a Seller Tax Period. The parties hereto agree that, for all U.S. federal and applicable state and local income Tax purposes, the transactions contemplated in this Agreement will be reported in a manner that is consistent with the treatment described in this Section 2.6, and none of the parties or any of their affiliates 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, or as a result of any “determination” as defined under Section 1313 of the Code or any similar provision of applicable U.S. state or local Tax Law, and the party taking such position shall provide prior written notice to the other party of such position and the basis thereof as promptly as reasonably practicable.

Section 2.7 Withholding. Purchaser and its Subsidiaries shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement, such

amounts as are required to be deducted or withheld 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 or any of its Subsidiaries is required to deduct or withhold any amount from any payment to be made pursuant to this Agreement, Purchaser shall provide notice to Parent Seller 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 Parent Seller in order to eliminate or to reduce any such deduction or withholding, including providing a reasonable opportunity for Parent Seller 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.

Section 2.8 Holdco Merger.

(a) Following the Effective Time, Seller Holdco will merge with and into Purchaser U.S. Holding Company (the "Holdco Merger"), with Purchaser U.S. Holding Company as the surviving corporation in the Holdco Merger and, following the Holdco Merger, the separate corporate existence of Seller Holdco shall cease. The parties agree that the Holdco Merger shall become effective at such time following the Effective Time as Purchaser shall specify (the "Holdco Merger Effective Time"). On or prior to the Holdco Merger Effective Time, Parent Seller shall cause Seller Holdco, and Purchaser shall cause Purchaser U.S. Holding Company, to execute such certificates or articles of merger and such other documents and certificates as are necessary to effectuate the Holdco Merger.

(b) From and after the Holdco Merger Effective Time, the effect of the Holdco Merger shall be as provided in this Agreement and the applicable provisions of Delaware law.

(c) At the Holdco Merger Effective Time: (i) the certificate of incorporation of Purchaser U.S. Holding Company as in effect immediately prior to the Holdco Merger Effective Time shall be the certificate of incorporation of Purchaser U.S. Holding Company at and following the Holdco Merger Effective Time until amended in accordance with applicable Law; (ii) the bylaws of Purchaser U.S. Holding Company as in effect immediately prior to the Holdco Merger Effective Time shall be the bylaws of Purchaser U.S. Holding Company at and following the Holdco Merger Effective Time until amended in accordance with applicable Law; (iii) the directors of Purchaser U.S. Holding Company as of immediately prior to the Holdco Merger Effective Time shall be the directors of Purchaser U.S. Holding Company at and following the Holdco Merger Effective Time, to serve until their successors are duly elected or appointed and qualified in accordance with applicable Law; and (iv) the officers of Purchaser U.S. Holding Company as of immediately prior to the Holdco Merger Effective Time shall be the officers of Purchaser U.S. Holding Company at and following the Holdco Merger Effective Time, to serve until their successors are duly appointed in accordance with applicable Law.

(d) At the Holdco Merger Effective Time, by virtue of the Holdco Merger and without any action on the part of Seller Holdco, Purchaser U.S. Holding Company or any other Person, each share of capital stock of the Seller Holdco outstanding immediately prior to the Holdco Merger Effective Time (but, for the avoidance of doubt, following the Effective Time) shall automatically be canceled and retired for no consideration without any conversion thereof and shall cease to exist, and no payment shall be made with respect thereto.

(e) The shares of capital stock of Purchaser U.S. Holding Company issued and outstanding immediately prior to the Holdco Merger Effective Time shall not be affected by the Holdco Merger and, accordingly, each share of capital stock of Purchaser U.S. Holding Company issued and outstanding immediately prior to the Holdco Merger shall, at and after the Holdco Merger Effective Time, remain issued and outstanding.

Section 2.9 Bank Merger. Following the Holdco Merger Effective Time, Seller Bank will merge with and into Purchaser Bank (the "Bank Merger"), with Purchaser Bank as the surviving entity in the Bank Merger (the "Surviving Bank") and, following the Bank Merger, the separate corporate existence of Seller Bank shall cease. The parties agree that the Bank Merger shall become effective at such time following the Holdco Merger 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 Parent Seller (the "Bank Merger Agreement"), such approval not to be unreasonably withheld, conditioned or delayed. Prior to the Effective Time, (a) (i) Parent Seller and Seller Holdco shall cause Seller Bank to approve the Bank Merger Agreement, (ii) Seller Holdco, as the sole shareholder of Seller Bank, shall approve the Bank Merger Agreement, and (iii) Parent Seller and Seller Holdco shall cause the Bank Merger Agreement to be duly executed by Seller Bank and delivered to Purchaser, (b) (i) Purchaser shall cause the Purchaser Bank to approve the Bank Merger Agreement, (ii) Purchaser shall cause Purchaser U.S. Holding Company, as the sole shareholder of the Purchaser Bank, to approve the Bank Merger Agreement, and (iii) Purchaser shall cause Purchaser Bank to duly execute and deliver the Bank Merger Agreement to Parent Seller, and (c) Parent Seller and Seller Holdco shall cause Seller Bank, and 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.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER HOLDCO AND SELLER BANK

Except as set forth in the corresponding sections or subsections of the disclosure schedules delivered to Purchaser Bank and Purchaser by Seller Bank prior to entering into this Agreement (the "Seller Disclosure Schedule") (it being agreed that disclosure of any item in any section or subsection of the Seller Disclosure Schedule shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent on the face of the disclosure), as of the Amended Signing Date (in the case of representations and warranties made by Seller Holdco) or the Original Signing Date (in the case of representations and warranties made by Seller Bank) (or such other date specified in such representation or warranty), and as of the Closing Date, each of Seller Holdco and Seller Bank hereby represents and warrants to Purchaser Bank, Purchaser U.S. Holding Company and Purchaser as follows:

Section 3.1 Organization, Standing and Authority.

(a) Seller Holdco is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller Holdco has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted in all material respects and is duly qualified to do business as a foreign entity and 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. Seller Bank is a state non-member bank duly organized, validly existing and in good standing, and chartered under, the laws of the State of California. Seller Bank has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted in all material respects and is duly qualified to do business as a foreign entity and 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 the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The deposit accounts of Seller Bank are insured by the Federal Deposit Insurance Corporation (the “FDIC”) through the Deposit Insurance Fund to the fullest extent permitted by law, and all material 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 to the Knowledge of the Seller Bank threatened. Seller Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than “Satisfactory.”

(b) True and complete copies of the Constituent Documents of Seller Holdco, as in effect as of the Amended Signing Date, have been delivered to Purchaser Bank.

Section 3.2 Capital Structure. The authorized capital stock of Seller Holdco consists of (i) 320,000,000 shares Class A Common Stock, par value \$0.01 per share, of which 102,658,851 shares are issued and outstanding, (ii) 10,000,000 shares of Class B Common Stock, par value \$0.01 per share, of which 1,286,800 shares are issued and outstanding, (iii) 10,000,000 shares of Class C Common Stock, par value \$0.01 per share, of which 1,286,800 shares are issued and outstanding and (iv) 10,000,000 shares of preferred stock, par value \$0.01 per share, none of which are issued and outstanding (such common stock and preferred stock together, the “Seller Holdco Capital Stock”). All the issued and outstanding shares of Seller Holdco Capital Stock have been duly authorized and are validly issued, fully paid and non-assessable. There are no outstanding or authorized Rights that would require Seller Holdco to issue, sell or otherwise cause to become outstanding any of its Seller Holdco Capital Stock, or to make a cash payment based on the value of any of its Seller Holdco Capital Stock. Seller Holdco does not have any commitment to authorize, issue or sell any shares of Seller Holdco Capital Stock or other equity interests, and there are no shares of Seller Holdco Capital Stock reserved for issuance. None of Seller Holdco’s issued and outstanding shares of Seller Holdco 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 Seller Holdco Capital Stock may vote have been issued by Seller Holdco and are outstanding.

Section 3.3 Seller Holdco's Subsidiaries.

(a) Section 3.3(a) of the Seller Disclosure Schedule lists all the Subsidiaries of Seller Holdco (other than Seller Bank) and each such Subsidiary's jurisdiction of formation. Each Subsidiary of Seller Holdco has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted in all material respects. Each Subsidiary of Seller Holdco is duly qualified to do business as a foreign entity and 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 or in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. True and complete copies of the Constituent Documents of each Subsidiary of Seller Holdco, each as in effect as of the date of this Agreement, have been made available to Purchaser Bank.

(b) Seller Holdco or a Subsidiary of Seller Holdco has good and marketable title to the authorized and outstanding equity interests of each of Seller Holdco's Subsidiaries, free and clear of any and all Liens (other than restrictions on transfer which arise under applicable Securities Laws, this Agreement or other Transaction Documents). Section 3.3(b) of the Seller Disclosure Schedule contains a complete and accurate list of the type and number of authorized and outstanding equity interests of each Subsidiary of Seller Holdco. There are no outstanding or authorized Rights that would require any of Seller Holdco's 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 Seller Holdco's Subsidiaries has any commitment to authorize, issue or sell any equity interests, and there are no shares of capital stock of Seller Holdco's Subsidiaries authorized or reserved for issuance. None of Seller Holdco's Subsidiaries' issued and outstanding equity interests 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 equity interests may vote have been issued by any of Seller Holdco's Subsidiaries and are outstanding. As of the Amended Signing Date, other than its ownership interests in the equity securities of the Subsidiaries as set forth on Section 3.3(b) of the Seller Disclosure Schedule, Seller Holdco 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.

(c) Seller Holdco does not own directly any equity interests or other capital stock of any Person other than Seller Bank.

Section 3.4 Corporate Authorization and Binding Effect. The execution, delivery and performance by each of Seller Holdco and Seller Bank of the Transaction Documents and the Transactions have been duly and validly authorized by all necessary corporate action of each of Seller Holdco and Seller Bank prior to the Amended Signing Date. This Agreement is a valid and legally binding obligation of each of Seller Holdco and Seller Bank, and the other Transaction Documents to which Seller Holdco, or any of Seller Holdco's Subsidiaries is or will be a party, have been, or at Closing will be, duly executed and delivered by each such party and assuming due authorization, execution, and delivery of the Transaction Documents by the other parties thereto, constitute, or at Closing will constitute, legal, valid and

binding agreements of Seller Holdco and Seller Holdco's Subsidiaries, as applicable, enforceable against each such party 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 Seller Holdco or any of Seller Holdco's Subsidiaries in connection with the execution, delivery or performance by Seller Holdco or any of Seller Holdco's Subsidiaries 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 Annex A, as applicable to Seller Holdco and its Subsidiaries, and approval of or non-objection to such applications, filings and notices; (ii) the Third Party Consents listed on Section 3.5(a) of the Seller Disclosure Schedule; (iii) applications, filings or notices pursuant to the securities or blue sky laws of the various states with respect to the Transfer and Purchase; and (iv) such other 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 Annex A, the Third Party Consents listed on Section 3.5(a) of the Seller Disclosure Schedule and the expiration or early termination of applicable waiting periods, the execution, delivery and performance by Seller Holdco and Seller Holdco's Subsidiaries 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 benefit to which such party is entitled under any provision of (A) Seller Holdco's or Seller Holdco's Subsidiaries' Constituent Documents, (B) assuming compliance with the requirements referred to in Section 3.5(a), any applicable Law binding upon Seller Holdco or Seller Holdco's 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 Seller Holdco or Seller Holdco's Subsidiaries is a party or any Permit held by Seller Holdco or Seller Holdco's Subsidiaries, in each case other than violations, breaches, defaults, rights or losses 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 material assets of Seller Holdco or Seller Holdco's Subsidiaries.

Section 3.6 Financial Statements; No Material Adverse Effect.

(a) Seller Holdco has previously made available to Purchaser Bank complete and correct copies of Seller Bank's audited consolidated financial statements (including any related notes and schedules thereto and the signed, unqualified opinion of its independent auditor) for the fiscal years ended December 31, 2020 and December 31, 2019, and complete and

correct copies of Seller Bank's unaudited consolidated financial statements for the nine month period ended September 30, 2021 (collectively, the "Financial Statements"). The Financial Statements (i) have been derived from the books and records of Seller 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 Seller Bank, 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).

(b) Except (i) as reflected or reserved against in the 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 September 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 Seller Bank and its 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 an audited consolidated balance sheet of Seller Bank prepared in accordance with GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles).

(c) Seller Holdco and its Subsidiaries have established and maintained since January 1, 2019, and continue to maintain, a system of internal controls over financial reporting designed to provide reasonable assurance regarding the reliability of Seller Holdco's and Seller Bank's financial reporting and the preparation of Seller Holdco's financial statements and Seller Bank's consolidated financial statements. Each of Seller Holdco and Seller Bank has disclosed, based on its most recent evaluation of its internal accounting controls to its auditors and audit committee (i) all significant deficiencies and material weaknesses in the design or operation of internal controls which would adversely affect its 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 its internal controls over financial reporting. Since January 1, 2019, to the Knowledge of Seller Holdco, no material written complaints from any source regarding accounting, internal accounting controls or auditing matters have been received by Seller Holdco or Seller Bank and no material written complaints from Seller Holdco or Seller Bank employees regarding questionable accounting or auditing matters have been received by Seller Holdco or Seller Bank.

(d) The allowances for loan losses and for credit losses contained in the Financial Statements were established in accordance with the practices and experiences of Seller Bank and its Subsidiaries and in accordance with the requirements of GAAP.

(e) Since September 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 September 30, 2021 through the date hereof, except with respect to the Transactions, the businesses of Seller Bank and its Subsidiaries were conducted, in all material respects, in the ordinary course of business.

(g) Seller Holdco has previously made available to Purchaser complete and correct copies of Seller Holdco's unaudited financial statements for the nine month period ended September 30, 2021 (the "Seller Holdco Financial Statements"). The Seller Holdco Financial Statements (i) have been derived from the books and records of Seller Holdco 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 assets and liabilities of Seller Holdco, as of the date thereof (except that the Seller Holdco Financial Statements may not contain footnotes and are subject to normal year-end audit adjustments).

(h) Except as reflected or reserved against in the Seller Holdco Financial Statements (or disclosed in the notes thereto, if applicable) or the estimated illustrative balance sheet of Seller Holdco as set forth in the Reference Statement (or disclosed in the notes thereto, if applicable), there are no liabilities of Seller Holdco 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 balance sheet or disclosed in the notes to an audited balance sheet of Seller Holdco prepared in accordance with GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles).

Section 3.7 Material Contracts.

(a) Section 3.7(a) of the Seller Disclosure Schedule contains, as of the date of this Agreement, a list of each of the following types of Contracts (other than a Benefit Plan) to which Seller Bank or any of its Subsidiaries is a party (each, a "Material Contract"):

(i) any lease of real property that provides for annual payments of \$500,000 or more by Seller Bank or any of its Subsidiaries and that is not terminable without material payment by Seller Bank or any of its Subsidiaries upon notice of 180 days or less;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets (other than those specified elsewhere in this definition) by Seller Bank or any of its Subsidiaries that provides for either (i) annual payments of \$2,500,000 or more, or (ii) aggregate payments of \$5,000,000 or more;

(iii) 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;

(iv) 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 Seller Bank or any of its Subsidiaries 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;

(v) any indenture, promissory note, loan agreement, guarantee or other agreement or commitment for the borrowing of money or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset) (x) in the principal amount of \$20,000,000 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 (v) shall include the creation of deposit liabilities, including deposits from parent companies or affiliates, issuances or unwind of letters of credit such as Federal Home Loan Bank letter of credit, purchases of federal funds, borrowings from any Federal Home Loan Bank, sales or buy-back of certificates of deposit (including Market Linked CDs and brokered CDs), issuances of commercial papers, entry into repurchase agreements or reverse repo agreements, launches of new securitizations, use of the Net debit cap for potential intra-day needs, any other liquidity-related actions that are intended to manage liquidity in a safe and sound manner and to comply with internal liquidity metrics and satisfaction of legal requirements in the exercise of trust powers, in each case, on terms and in amounts consistent with past practice);

(vi) 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 Seller Bank and any of its Subsidiaries in excess of \$2,000,000 per annum and which by its terms does not terminate or is not terminable without penalty upon notice of 180 days or less;

(vii) any Contract pursuant to which Seller Bank or any Subsidiary of Seller Bank (x) grants or obtains any right to use any material Intellectual Property, or (y) is materially restricted in the use, enforcement or registration of any Seller Bank Registered IP, excluding, for the purposes of clauses (x) and (y), (A) any non-exclusive licenses to software, information technology services or databases that are generally commercially available on standardized terms, (B) any agreements entered into with employees, independent contractors or customers entered into on Seller Bank’s or any of its Affiliates’ standard forms made available to Purchaser or forms that are substantially similar thereto in all material respects, and (C) restrictions arising or agreed to in the course of application or prosecution of Seller Bank Registered IP and made publicly available through the applicable Governmental Authority;

(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 reasonably be expected to be material to Seller Bank and its Subsidiaries, taken as a whole;

(ix) (A) any material exclusive dealing Contract, or (B) any material Contract that (x) contains express non-competition or non-solicitation covenants that materially

limit the freedom of Seller Bank or its Subsidiaries (including, after the Closing, Purchaser Bank 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 Seller Bank or its Subsidiaries (including, after the Closing, Purchaser Bank and its Subsidiaries) to solicit clients or employees or any category of Persons, other than employee non-solicit arrangements in the ordinary course of business;

(x) any Contract by Seller Holdco or any Subsidiary of Seller Holdco with Parent Seller or any of its Affiliates (other than Seller Holdco or any of its Subsidiaries, including Seller Bank) (such contracts, “Related Party Contracts”); and

(xi) 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 Seller Bank or any of its Subsidiaries, taken as a whole.

(b) Each of the Material Contracts is valid and binding on Seller Bank or its Subsidiary, as the case may be and, to the Knowledge of Seller Bank, 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 Seller Bank or its Subsidiaries and, to the Knowledge of Seller Bank, no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by Seller Bank or its Subsidiaries, in each case except as would not, individually or in the aggregate, reasonably be expected to be material to Seller Bank and its Subsidiaries, taken as a whole. Seller Bank has made available to Purchaser Bank a true, correct and complete copy of each Material Contract.

(c) Except for any Contracts listed in Section 3.7(c) of the Seller Disclosure Schedule, Seller Holdco is not a party to any Contract under which Seller Holdco has an ongoing liability or obligation, except for Related Party Contracts or any other material Contract between Seller Holdco, on the one hand, and Seller Bank or any of its Subsidiaries, on the other hand.

Section 3.8 Property.

(a) Section 3.8(a) of the Seller Disclosure Schedule contains a complete and accurate list of all real property owned or leased by Seller Holdco or Seller Holdco’s Subsidiaries, 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, Seller Holdco and its 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) to the Knowledge of Seller Holdco, 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 Seller Holdco or any of its Subsidiaries is landlord or sublessor or (b) properties Seller Holdco or any of its Subsidiaries owns as satisfaction on a debt previously contracted, to the Knowledge of Seller Holdco, there are no Persons in possession of any portion of any of the real property owned or leased by Seller Holdco or any of its Subsidiaries other than Seller Holdco or any Subsidiary of Seller Holdco, and no Person other than Seller Holdco or any Subsidiary of Seller Holdco has the right to use or occupy for any purpose any portion of any of the real property owned or leased by Seller Holdco or any Subsidiary of Seller Holdco, 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 Compliance with Laws.

(a) Since January 1, 2019, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Seller Bank and its Subsidiaries, taken as a whole, each of Seller Bank and its 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 Seller Bank, threatened;

(ii) has been 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, to the Knowledge of Seller Bank, would reasonably be expected to result in a violation of or any claims under any AML Laws, Anticorruption Laws or Sanctions, the False Claims Act (31 U.S.C. 3729 et seq.) or other applicable Laws;

(iii) subject to restrictions on disclosing confidential supervisory information, is not and has not been 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 Federal Reserve or the FDIC or any other Governmental Authority, nor has Seller Bank or any Subsidiary of Seller Bank been advised as of the date hereof by any Governmental Authority that it is contemplating issuing or requesting any of the foregoing, whether related to AML Laws, Anticorruption Laws, Sanctions or otherwise;

(iv) has timely filed all material 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, the rules and regulations of any self-regulatory organization

applicable to such Reports and Government Orders enforced or promulgated by the Governmental Authority with which they were filed in all material respects; and

(v) has been in compliance with all applicable environmental Laws.

(b) Since January 1, 2019, Seller Holdco:

(i) has all Permits that are required in order to permit it to own or lease its properties and to conduct its businesses as conducted as of the Amended Signing Date 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 Seller Holdco, threatened;

(ii) has been 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, to the Knowledge of Seller Holdco, would reasonably be expected to result in a violation of or any claims under any AML Laws, Anticorruption Laws or Sanctions, the False Claims Act (31 U.S.C. 3729 et seq.) or other applicable Laws;

(iii) subject to restrictions on disclosing confidential supervisory information, is not and has not been 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 Federal Reserve or the FDIC or any other Governmental Authority, nor has Seller Holdco been advised as of the Amended Signing Date by any Governmental Authority that it is contemplating issuing or requesting any of the foregoing, whether related to AML Laws, Anticorruption Laws, Sanctions or otherwise;

(iv) has timely filed all material Reports. As of their respective dates (and without giving effect to any amendments or modifications filed after the Amended Signing Date with respect to reports and documents filed before the Amended Signing Date), the Reports complied with the applicable Laws, the rules and regulations of any self-regulatory organization applicable to such Reports and Government Orders enforced or promulgated by the Governmental Authority with which they were filed in all material respects; and

(v) has been in compliance with all applicable environmental Laws.

(c) As of the date hereof and as of the Closing Date, Seller Bank is and will be “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary bank regulator).

(d) BancWest Investment Services, Inc. (“Seller Investment Services”) (i) is the only Subsidiary of Seller Holdco that is a registered broker-dealer and (ii) is the only Subsidiary of Seller Holdco that is a registered investment adviser. No Governmental Authority has, since January 1, 2019, formally initiated any administrative proceeding or investigation (other than ordinary course examinations and inquiries) into Seller Investment Services and Seller Investment Services has not received a written “wells notice,” other written indication of

the commencement of an enforcement action from the SEC, FINRA or any other Governmental Authority, or other written notice from such Governmental Authority alleging any material noncompliance with any applicable Law governing the operations of broker-dealers or investment advisers.

(e) To the Knowledge of Seller Holdco, no current director of Seller Holdco or its Subsidiaries or Restricted Employee is subject to any cease and desist, censure or other similar written disciplinary order or agreement (other than those of general applicability) issued by any Governmental Authority.

(f) As of the Amended Signing Date, Seller Holdco is not aware of any reason related to Parent Seller or its Affiliates, including Seller Intermediate Holding Company and Seller Bank, that gives Seller Holdco reason to believe that the Requisite Regulatory Approvals will not be obtained in the ordinary course and without material delay.

Section 3.10 Derivative Instruments. 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 “Derivative Contract”), whether entered into for Seller Holdco’s own account, or for the account of one or more of Seller Holdco’s 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 Seller Holdco or one of its 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 Seller Holdco nor any of its Subsidiaries, nor to the Knowledge of Seller Holdco any other party thereto, is in breach of any of its obligations under any Derivative Contract.

Section 3.11 Litigation. Except as (i) set forth in Section 3.11 of the Seller Disclosure Schedule or (ii) would not, individually or in the aggregate, reasonably be expected to be material to Seller Bank and its Subsidiaries, taken as a whole, (A) there is no Action before any Governmental Authority pending against Seller Bank or any of its Subsidiaries, and, to the Knowledge of Seller Bank, no such Action has been threatened, and (B) as of the date hereof, no such Action has been, to the Knowledge of Seller Bank, threatened or commenced that is reasonably likely to impair the ability of Parent Seller or Seller Bank to perform their obligations under the Transaction Documents or otherwise impede or delay the consummation of the Transactions. There is no Action before any Governmental Authority against Seller Holdco, and, to the Knowledge of Seller Holdco, no such Action has been threatened, and to the Knowledge of Seller Holdco, as of the Amended Signing Date, no such Action has been threatened or commenced that is reasonably likely to impair the ability of Seller Holdco 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 J.P. Morgan Securities plc and Goldman Sachs Bank Europe or any of their Affiliates, which will be

paid by Parent Seller, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller Holdco or Seller Bank who might be entitled to any fee or commission from Seller Holdco or Seller Bank in connection with the Transactions.

Section 3.13 Employee Benefit Plans.

(a) Except as would not reasonably be expected to be material to Seller Holdco and its Subsidiaries, taken as a whole, each Seller Bank 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. No Seller Bank Benefit Plan is maintained for the benefit of employees providing services outside of the United States or is subject to the Laws of a jurisdiction other than the Laws of the United States.

(b) Section 3.13(b) of the Seller Disclosure Schedule sets forth a complete and correct list of each material Seller Bank Benefit Plan. Seller Bank has made available to Purchaser Bank true and complete copies of each material Seller Bank Benefit Plan (or, in the case of any Seller Bank Benefit Plan that is unwritten, 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 Seller Bank Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “Seller 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 Seller Bank, there are no existing circumstances and no events have occurred that would adversely affect the qualified status of any Seller Bank Qualified Plan or the related trust.

(d) None of Seller Holdco and its Subsidiaries nor any Seller Holdco ERISA Affiliate has, at any time during the last six (6) years, contributed to or been obligated to contribute to (i) a plan that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA, (ii) a Multiemployer Plan or (iii) 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 Seller Holdco and its Subsidiaries nor any Seller Holdco 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 a Multiple Employer Plan.

(e) Except as would not reasonably be expected to be material to Seller Holdco and its Subsidiaries, taken as a whole, with respect to each Seller Bank 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 Seller Bank Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such Seller Bank Benefit Plan’s actuary with respect to such Seller Bank Benefit Plan, did not, as of its latest valuation date, exceed the then current fair market value of the assets of such Seller Bank 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 Seller Holdco or any of its Subsidiaries, and (vii) the PBGC has not instituted proceedings to terminate any such Seller Bank Benefit Plan.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, 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, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all contributions required to be made to any Seller Bank 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 Seller Bank Benefit Plan, for any period through the date hereof, 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 Seller Bank when required to be so reflected.

(h) Except as set forth in Section 3.13(h) of the Seller Disclosure Schedule, there are no pending or, to the Knowledge of Seller Holdco, threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted or instituted, and, to the Knowledge of Seller Holdco, no set of circumstances exists which may reasonably give rise to a claim or lawsuit, 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 Seller Holdco or any of its Subsidiaries in an amount that would reasonably be expected to be material to Seller Holdco and its Subsidiaries, taken as a whole.

(i) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event): (i) entitle any current or former employee, director or other service provider of Seller Holdco or any of its Subsidiaries to any payment, right or other benefit, (ii) accelerate the time of payment or delivery, exercisability or vesting, or increase the amount of compensation or benefits, due to any such current or former employee, director or other service provider, (iii) require the funding or increase in the funding of any obligations under Seller Bank Benefit Plan, or (iv) result in any limitation on the right of Seller Holdco or any of its Subsidiaries or, after the Closing, Purchaser or Purchaser Bank, to amend, merge, terminate, transfer or receive a reversion of assets from any Seller Bank Benefit Plan or related trust.

(j) No Seller Bank Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 409A or 4999 of the Code, or otherwise.

(k) Seller Holdco (i) does not have, and has not at any time had, any current or future obligation to, or been a party to, maintained, contributed to or sponsored any Benefit Plan, and has no liabilities with respect to any Benefit Plan (other than the Seller Bank Benefit Plans through its ownership of Seller Bank), and (ii) has not at any time employed, engaged or committed to employ or engage any employees or other service providers (other than the individuals who will resign pursuant to Section 7.21(b) for whom Seller Holdco and its Subsidiaries shall have no liabilities).

Section 3.14 Labor Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there are no pending or, to the Knowledge of Seller Bank, threatened unfair labor practice claims or charges against Seller Holdco or any of its Subsidiaries, or any strikes or other labor disputes against Seller Holdco or any of its Subsidiaries. Neither Seller Holdco nor any of its Subsidiaries is party to or bound by any collective bargaining or similar agreement with any union, works council or other labor organization, or work rules or practices agreed to with any union, works council, labor organization or employee association applicable to employees of Seller Holdco or any of its Subsidiaries and there are no pending or, to the Knowledge of Seller Holdco, threatened organizing efforts by any union or other group seeking to represent any current or former employees of Seller Holdco or any of its Subsidiaries.

(b) Seller Holdco and its Subsidiaries are and since January 1, 2020 have been in compliance in all respects with all applicable Laws respecting employment and employment practices, terms and conditions of employment, collective bargaining, worker classification, disability, immigration, health and safety, wages, hours and benefits, non-discrimination in employment and workers' compensation and WARN, except, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Since January 1, 2019, (i) no allegations of sexual harassment or sexual misconduct have been made in accordance with Seller Bank's and its Affiliates' reporting procedures against (A) an employee of Seller Holdco or any of its Subsidiaries classified at or above the level of executive vice president or (B) a member of the board of directors of Seller Holdco or any of its Subsidiaries, (ii) there are no actions pending or, to the Knowledge of Seller Holdco, threatened related to any allegations of sexual harassment or other sexual misconduct by (A) an employee of Seller Holdco or any of its Subsidiaries classified at or above the level of executive vice president or (B) a member of the board of directors of Seller Holdco or any of its Subsidiaries, and (iii) neither Seller Holdco nor any of its Subsidiaries has entered into any settlement agreements related to allegations of sexual harassment or sexual misconduct by (A) an employee of Seller Holdco or any of its Subsidiaries classified at or above the level of executive vice president or (B) a member of the board of directors of Seller Holdco or any of its Subsidiaries.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither Seller Holdco nor any of its Subsidiaries has taken any action that could cause Purchaser and its Affiliates to have any liability or other obligation following the Closing Date under WARN.

Section 3.15 Taxes. Except as would not reasonably be expected to be material to Seller Holdco and its Subsidiaries, taken as a whole:

(a) (i) All Tax Returns that are required to be filed by or with respect to Seller Holdco and its Subsidiaries (or any affiliated, consolidated, combined, unitary or similar group that includes Seller Holdco or any of its Subsidiaries) have been timely filed on or before the Closing Date, taking into account any applicable extensions, and all such Tax Returns are true, correct and complete, (ii) all Taxes required to be paid by or with respect to Seller Holdco and its Subsidiaries (and any affiliated, consolidated, combined, unitary or similar group that includes Seller Holdco or any of its Subsidiaries) have been or will be timely paid (whether or not shown on any Tax Return) 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 timely paid or provisioned in full on or before the Closing Date.

(b) Seller Holdco and its Subsidiaries have complied with all applicable information reporting, collection and withholding requirements with respect to Taxes and, to the extent required by applicable Law, any collected or withheld Taxes have been timely paid to the relevant Taxing Authority.

(c) Other than Permitted Liens, there are no Liens on Seller Holdco's or any of its Subsidiaries' assets that arose in connection with any failure (or alleged failure) to pay any Tax.

(d) No waiver of any statute of limitations with respect to Taxes of Seller Holdco or any of its Subsidiaries (or any affiliated, consolidated, combined, unitary or similar group that includes Seller Holdco or any of its Subsidiaries) is in effect.

(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 Seller Holdco or its Subsidiaries that would bind Seller Holdco or any of its Subsidiaries in any taxable period (or portion thereof) after the Closing.

(f) Neither Seller Holdco nor any of its Subsidiaries (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 Holdco or any of its Subsidiaries was the common parent, or (ii) has any liability for Taxes of any Person (other than Seller Holdco or any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract (other than commercial Contracts not primarily related to Taxes (such as financing or employment Contracts with Tax gross-up obligations or leases with Tax escalation provisions)) or otherwise.

(g) Neither Seller Holdco nor any of its Subsidiaries 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 two (2) year period immediately preceding the date of this Agreement.

(h) Neither Seller Holdco nor any of its Subsidiaries 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).

(i) There are no pending or threatened in writing audits, suits, claims, examinations, investigations, or other proceedings in respect of Taxes of Seller Holdco or any of its Subsidiaries.

(j) Seller Holdco is not, nor has it been within the five (5) year period immediately preceding the date of this Agreement, a U.S. real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A) of the Code.

(k) No jurisdiction in which Seller Holdco or any of its Subsidiaries does not file a Tax Return of a particular type has asserted in writing a claim that Seller Holdco or such Subsidiary is subject to Taxes of such type or required to file Tax Returns of such type in such jurisdiction.

(l) No Subsidiary of Seller Holdco is characterized as a “foreign” corporation for U.S. federal income tax purposes. Neither Seller Holdco nor any of its Subsidiaries has in effect an election pursuant to Section 965(h) of the Code.

(m) Neither Seller Holdco nor any of its Subsidiaries 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 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, or (v) 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.

(n) Nothing in this Section 3.15 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount, value or availability in any Tax period (or portion thereof) beginning after the Closing Date of any net operating loss, capital loss, Tax credit, Tax basis or other Tax asset or attribute of Seller Holdco or any of its Subsidiaries, or (ii) any Tax position that Purchaser or any of its Affiliates (including, after the Closing, Seller Holdco and its Subsidiaries) may take in respect of any Purchaser Bank Tax Period.

(o) It is agreed and understood that no representation or warranty is made by Seller Holdco (or its Affiliates) in respect of Tax matters in any section of this Agreement, other than this Section 3.15 and relevant parts of Section 3.13.

Section 3.16 Insurance. Seller Holdco and Seller Holdco's Subsidiaries are insured against such risks and in such amounts as are adequate and as the management of Seller Holdco or Seller Bank, as applicable, reasonably has determined to be prudent in accordance with reasonable market practices for similarly situated entities. Except as disclosed in Section 3.16 of the Seller Disclosure Schedule, each such material insurance policy is in the name of Seller Holdco and/or one of Seller Holdco's Subsidiaries and is in full force and effect, all premiums due and payable thereon have been paid, and none of Seller Holdco and any Subsidiary of Seller Holdco 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 Seller Holdco or any Subsidiary of Seller Holdco as to which coverage has been denied or disputed by the underwriters of such policies.

Section 3.17 Intellectual Property.

(a) Section 3.17(a) of the Seller Disclosure Schedule sets forth a complete and accurate list of all Seller Holdco Registered IP, indicating, for each item, as applicable, the registration or application number and the applicable filing jurisdiction. Seller Holdco and its Subsidiaries, taken together, are the sole and exclusive owners of all Seller Holdco Registered IP, free and clear of all Liens (other than Permitted Liens), and all such Seller Holdco Registered IP are subsisting and unexpired, and, to the Knowledge of Seller Holdco, valid and enforceable. To the Knowledge of Seller Holdco, the Seller Holdco and its Subsidiaries have the right to use all Intellectual Property which is material to their respective businesses as currently conducted on the date of this Agreement.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) to the Knowledge of Seller Holdco, the operation of Seller Holdco's and its Subsidiaries' businesses as currently conducted does not infringe or misappropriate the Intellectual Property of any third party, (ii) neither Seller Holdco nor any of its Subsidiaries has, within the two (2) years preceding the date hereof, received any written claim alleging that Seller Holdco or any of its Subsidiaries has infringed or misappropriated the Intellectual Property of any third party; and (iii) to the Knowledge of Seller Holdco, since January 1, 2019, no third party has infringed or misappropriated or is infringing or misappropriating the Intellectual Property owned by Seller Holdco or its Subsidiaries.

(c) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no material proprietary software owned by Seller Holdco or its Subsidiaries (x) has been placed in escrow in source code format for the benefit of a third party or (y) incorporates or is derived from software licensed under any "copyleft" license and is distributed in a manner that requires such material proprietary software to be licensed, disclosed or distributed to any third party in source code format.

(d) It is agreed and understood that no representation or warranty is made by Seller Holdco (or its Affiliates) in respect of Intellectual Property matters in any section of this Agreement, other than this Section 3.17 and applicable portions of Section 3.7 and Section 3.11.

Section 3.18 Privacy and Cyber Security.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) Seller Holdco and its Subsidiaries have provided reasonable notice to their customers of their privacy and Personal Information collection and use policies, and Seller Holdco and its Subsidiaries have complied with such policies, corresponding contractual requirements and all applicable Privacy Laws, including Privacy Laws relating to (A) the privacy of the users of Seller Holdco's and its Subsidiaries' respective products, services and websites and (B) the collection, use, processing, storage and disclosure of any Personal Information collected, used, processed, stored or disclosed by Seller Holdco or any of its Subsidiaries, (ii) there is no Action pending or, to the Knowledge of Seller Holdco, threatened against Seller Holdco or any of its Subsidiaries alleging any violation of such policies, corresponding contractual requirements or Privacy Laws, and (iii) Seller Holdco and its Subsidiaries have taken commercially reasonable steps to protect and secure Personal Information against loss and unauthorized access, use, modification, disclosure or other misuse, and, to the Knowledge of Seller Holdco, within the two (2) years preceding the date hereof, there has been no unauthorized access, use, modification, disclosure or other misuse of such data or information.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) Seller Holdco and its Subsidiaries own or have a license, service agreement or other right to use all IT Assets that are used in their respective businesses, (ii) Seller Holdco IT Assets perform in accordance with their applicable specifications and in the manner required for Seller Holdco and its Subsidiaries to conduct their respective businesses as currently conducted, (iii) Seller Holdco and its Subsidiaries have implemented commercially reasonable procedures, and take commercially reasonable actions, to protect the confidentiality, integrity and security of Seller Holdco IT Assets (and all information and transactions stored or contained therein or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption and (iv) to the Knowledge of Seller Holdco, within the two (2) years preceding the date hereof, there has been no unauthorized use, access, interruption, modification or corruption of Seller Holdco IT Assets (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 Seller Holdco and its Subsidiaries).

(c) It is agreed and understood that no representation or warranty is made by Seller Holdco (or its Affiliates) in respect of IT Assets or Personal Information matters in any section of this Agreement, other than applicable portions of Section 3.7, Section 3.11, Section 3.17 and this Section 3.18.

Section 3.19 Extensions of Credit.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse 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 Seller Holdco or any Subsidiary of Seller Holdco is a creditor (i) complies with all applicable Laws, (ii) has been made, entered into or acquired by Seller Holdco or any Subsidiary of Seller Holdco 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 Seller Holdco or one of its 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 the Seller Disclosure Schedule sets forth a complete and accurate list of all Extensions of Credit that, as of September 30, 2021, were classified by Seller Holdco or one of its Subsidiaries 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 Seller Holdco and its Subsidiaries have been made available to 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 Seller Holdco or any Subsidiary of Seller Holdco is a creditor has been solicited and originated and is administered and, if serviced by Seller Holdco or any Subsidiary of Seller Holdco, serviced, and the relevant files are being maintained, in accordance with the relevant loan documents, Seller Holdco’s or, if applicable, a Subsidiary of Seller Holdco’s, 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 Seller Holdco and its 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) Except as would not reasonably be expected to be material to Seller Holdco and its Subsidiaries, taken as a whole, since January 1, 2020 through the date hereof, there has been (i) no written demand made to Seller Holdco or any of its 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) to the Knowledge of Seller Holdco and other than on account of an obligor’s insolvency or claimed insolvency, no claim in an amount in excess of \$750,000 by an obligor of any Extension of Credit asserting that the obligor is entitled to damages associated with the conduct of Seller Holdco or any Subsidiary of Seller Holdco in connection with such Extension of Credit.

Section 3.20 Certain Loan Matters.

(a) Section 3.20(a) of the Seller Disclosure Schedule contains a complete and accurate list of all Extensions of Credit as of September 30, 2021, by Seller Holdco and its 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 Seller Holdco or any Subsidiary of Seller Holdco.

(b) Except as disclosed in Section 3.20(b) of the Seller Disclosure Schedule, no employee, officer, director or other Affiliate of Seller Holdco or any Subsidiary of Seller Holdco has received an Extension of Credit providing for an interest rate below market at the time the Extension of Credit was made and each such employee, officer, director or other Affiliate of Seller Holdco or any Subsidiary of Seller Holdco is paying the interest rate set forth on such Extension of Credit, as applicable.

Section 3.21 Trust and Other Fiduciary Businesses. Since January 1, 2019, each of the Seller Holdco and its Subsidiaries has properly administered in all material respects the 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 Seller Holdco and its Subsidiaries, taken as a whole, neither Seller Holdco nor any of its Subsidiaries nor, to the Knowledge of Seller Holdco, 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. Seller Investment Services Advisory Client Agreements.

(a) Each Seller Investment Services Advisory Agreement in effect as of the date hereof includes all provisions required by and complies in all material respects with the applicable provisions of the Investment Advisers Act, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller Investment Services Advisory Client is, to the Knowledge of Seller Holdco, registered or required to be registered as an investment company under the Investment Company Act. Seller Investment Services does not sponsor any public or private investment funds.

(b) Since January 1, 2019, Seller Investment Services has complied in all material respects with all applicable obligations, requirements and conditions of each Seller Investment Services Advisory Agreement, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Seller Investment Services does not provide Investment Advisory Services to any Person other than the Seller Investment Services Advisory Clients. Seller Investment Services provides Investment Advisory Services to Seller Investment Services Advisory Clients solely pursuant to written Seller Investment Services Advisory Agreements.

Section 3.23 Use of Assets. Immediately after the consummation of the Transactions, Seller Holdco and its Subsidiaries will own or have the right to use, all material assets, liabilities, rights and properties used by them in the conduct of their respective businesses,

in all material respects in the same manner and on the same terms as currently conducted, subject to obtaining any Third Party Consents; 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 Seller Holdco and its Subsidiaries (or the availability of the same) or the adequacy of employees of Seller Holdco and its Subsidiaries (or the availability of the same).

Section 3.24 Seller Holdco Business. Seller Holdco does not have any assets or liabilities or engage in any business, other than the ownership of the Seller Bank Capital Stock and assets and liabilities addressed in Section 7.21.

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 Seller Holdco nor any other Person makes any other express or implied representation or warranty on behalf of Seller Holdco relating to Seller Holdco or any of its Subsidiaries, and Purchaser and Purchaser Bank acknowledge the same.

(b) PURCHASER AND PURCHASER BANK ACKNOWLEDGE AND AGREE THAT, EXCEPT IN THE CASE OF FRAUD, PARENT SELLER, SELLER INTERMEDIATE HOLDING COMPANY, SELLER HOLDCO AND SELLER BANK AND THEIR SUBSIDIARIES AND AFFILIATES WILL NOT HAVE OR BE SUBJECT TO ANY LIABILITY OR OBLIGATION TO PURCHASER AND PURCHASER BANK OR ANY OF THEIR AFFILIATES OR ANY OTHER PERSON RESULTING FROM THE MAKING AVAILABLE OR FAILING TO MAKE AVAILABLE TO PURCHASER AND PURCHASER BANK OR ANY OF THEIR AFFILIATES, OR ANY USE BY PURCHASER AND PURCHASER BANK OR ANY OF THEIR AFFILIATES OF, ANY INFORMATION, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORECASTS OR OTHER MATERIAL MADE AVAILABLE TO PURCHASER AND PURCHASER BANK OR ANY OF THEIR AFFILIATES IN CERTAIN “DATAROOMS” OR MANAGEMENT PRESENTATIONS IN EXPECTATION OF THE TRANSACTIONS, EXCEPT TO THE EXTENT ANY SUCH INFORMATION IS INCLUDED IN A REPRESENTATION OR WARRANTY CONTAINED IN THIS AGREEMENT (INCLUDING ANY CERTIFICATES OR OTHER INSTRUMENTS DELIVERED IN CONNECTION THEREWITH).

ARTICLE IV REPRESENTATION AND WARRANTIES OF PARENT SELLER AND SELLER INTERMEDIATE HOLDING COMPANY

Except as set forth in the corresponding sections or subsections of the Seller Disclosure Schedule (it being agreed that disclosure of any item in any section or subsection of the Seller Disclosure Schedule shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent on the face of the disclosure), as of the Original Signing Date (in the case of representations and warranties made by Parent Seller) or the Amended Signing Date (in the case of representations and warranties made by Seller Intermediate Holding Company) (or such other date specified in such representation or warranty), and as of the Closing Date, each of Parent Seller and Seller

Intermediate Holding Company hereby represents and warrants to Purchaser Bank and Purchaser as follows:

Section 4.1 Organization and Standing. Each of Parent Seller and Seller Intermediate Holding Company is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization.

Section 4.2 Ownership of Shares.

(a) Parent Seller is the sole record and beneficial owner of all the issued and outstanding capital stock of Seller Intermediate Holding Company, which is the sole record and beneficial owner of all the issued and outstanding Seller Holdco Capital Stock. Seller Holdco is the sole record and beneficial owner of all the issued and outstanding Seller Bank Common Stock. Seller Intermediate Holding Company has good and marketable and valid title to all the issued and outstanding shares of Seller Holdco Capital Stock, free and clear of any and all Liens (other than any transfer restrictions imposed under Securities Laws). Seller Intermediate Holding Company is not a signatory to any shareholders' agreement, voting trust, proxy or other agreement or understanding with respect to the voting of any Seller Holdco Capital Stock.

(b) Parent Seller has good and marketable title to all the issued and outstanding capital stock of Seller Intermediate Holding Company, free and clear of any and all Liens (other than restrictions on transfer which arise under applicable Securities Laws, this Agreement or other Transaction Documents). Parent Seller is not a signatory to any shareholders' agreement, voting trust, proxy or other agreement or understanding with respect to the voting of any Seller Bank Capital Stock.

Section 4.3 Corporate Authorization and Binding Effect. The execution, delivery and performance by each of Parent Seller and Seller Intermediate Holding Company of the Transaction Documents and the Transactions have been duly and validly authorized by all necessary corporate action of each of Parent Seller and Seller Intermediate Holding Company prior to the Amended Signing Date. This Agreement is a valid and legally binding obligation of each of Parent Seller and Seller Intermediate Holding Company, and the other Transaction Documents to which such party is or will be a party, have been, or at Closing will be, duly executed and delivered by each such party and assuming due authorization, execution, and delivery of the Transaction Documents by the other parties thereto, constitute, or at Closing will constitute, legal, valid and binding agreements of such party, enforceable against such party in accordance with their respective terms, except as enforceability may be limited by the Bankruptcy and Equity Exception.

Section 4.4 Regulatory Filings. 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 each of Parent Seller and Seller Intermediate Holding Company in connection with the execution, delivery or performance by each of Parent Seller and Seller Intermediate Holding Company of the Transaction Documents to which it is 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 Annex A, as applicable to such party, 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 Material Adverse Effect.

Section 4.5 No Brokers. Except for any fees that may be due and owing to J.P. Morgan Securities plc and Goldman Sachs Bank Europe or any of their Affiliates, which will be paid by Parent Seller, there is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Parent Seller and Seller Intermediate Holding Company or their respective Affiliates who might be entitled to any fee or commission from Parent Seller and Seller Intermediate Holding Company or its their respective Affiliates in connection with the Transactions.

Section 4.6 Transaction Expenses. Parent Seller or an Affiliate of Parent Seller (other than Seller Holdco and its Subsidiaries, including Seller Bank) shall be solely responsible for all the Transaction Expenses.

Section 4.7 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement (including any certificate or other instrument delivered in connection therewith), neither Parent Seller and Seller Intermediate Holding Company nor any other Person makes any other express or implied representation or warranty on behalf of Parent Seller and Seller Intermediate Holding Company relating to Parent Seller and Seller Intermediate Holding Company, and Purchaser and Purchaser Bank acknowledge the same.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER BANK

Except as set forth in the (i) Purchaser SEC and CSA Reports (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) filed after December 31, 2019 and prior to the date hereof or (ii) corresponding sections or subsections of the disclosure schedules delivered to Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank by Purchaser Bank and Purchaser prior to entering into this Agreement (the "Purchaser Disclosure Schedule") (it being agreed that disclosure of any item in any section or subsection of the Purchaser Disclosure Schedule shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent on the face of the disclosure), as of the Original Signing Date (or such other date specified in such representation or warranty), and as of the Closing Date, Purchaser Bank hereby represents and warrants to Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank as follows:

Section 5.1 Organization, Standing and Authority. Purchaser Bank is a national bank duly organized, validly existing and in good standing, and chartered under the laws of the United States. Purchaser Bank has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted in all material respects and is duly qualified to do business as a foreign entity and 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 the failure to be so qualified would not, individually

or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect. The deposit accounts of 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. Purchaser Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than “Satisfactory.”

Section 5.2 Corporate Authorization and Binding Effect. The execution, delivery and performance by Purchaser Bank (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 Bank (and, if applicable, any such Affiliate) prior to the date of this Agreement. This Agreement is a valid and legally binding obligation of Purchaser Bank, and the other Transaction Documents to which Purchaser Bank is or will be a party have been, or at Closing will be, duly executed and delivered by Purchaser Bank and assuming due authorization, execution, and delivery of the Transaction Documents by the other parties thereto, constitute, or at Closing will constitute, legal, valid and binding agreements of Purchaser Bank, enforceable against Purchaser Bank in accordance with their respective terms (except as enforceability may be limited by the Bankruptcy and Equity Exception).

Section 5.3 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 Purchaser Bank or any of its Affiliates in connection with the execution, delivery or performance by Purchaser Bank or its Affiliates 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 Annex A, as applicable to Purchaser Bank 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. As of the date hereof, Purchaser and its Affiliates, including Purchaser Bank, (1) are not aware of any reason related to Purchaser, its Affiliates, including Purchaser Bank, or the Transactions that gives any of them reason to believe that the Requisite Regulatory Approvals will not be obtained in the ordinary course and without material delay and (2) is compliant in all material respects with all Laws applicable to the conduct of its businesses the noncompliance with which could reasonably be expected to prevent or materially delay receipt of the Requisite Regulatory Approvals.

(b) Subject to the receipt of the approvals and consents referred to in Annex A and the expiration or early termination of applicable waiting periods, the execution, delivery and performance by Purchaser Bank 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 or acceleration of any obligation of Purchaser Bank or to a loss of any benefits to which Purchaser Bank is entitled under any provision of (A) Purchaser Bank’s Constituent Documents, (B) assuming compliance with the requirements

referred to in Section 5.3(a), any applicable Law binding upon Purchaser Bank or Purchaser Bank's Subsidiaries, other than violations that would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, or (C) assuming compliance with the requirements referred to in Section 5.3(a), any material contract to which Purchaser Bank or Purchaser Bank's Subsidiaries is a party or any Permit held by Purchaser Bank or Purchaser Bank's Subsidiaries, in each case other than violations, breaches, defaults, rights or losses which would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect; or (ii) result in the creation or imposition of any Lien on any material assets of Purchaser Bank or Purchaser Bank's Subsidiaries.

Section 5.4 Compliance with Laws.

(a) Since January 1, 2019, except as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect on Purchaser Bank and its Subsidiaries, taken as a whole, Purchaser Bank and each of its Subsidiaries:

(i) has all 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 Purchaser Bank, threatened;

(ii) has been 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, to the Knowledge of Purchaser Bank, circumstance exists that (with or without notice or lapse of time) has resulted or would reasonably be expected to result in a violation of or any claims under any AML Laws, Anticorruption Laws or Sanctions, the False Claims Act (31 U.S.C. 3729 et seq.) or other applicable Laws;

(iii) subject to restrictions on disclosing confidential supervisory information, is not 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 Federal Reserve or the FDIC or any other Governmental Authority, nor has Purchaser Bank or any Subsidiary of Purchaser Bank been advised as of the date hereof by any 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) has timely filed all material 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, the rules and regulations and Government Orders enforced or promulgated by the Governmental Authority with which they were filed in all material respects.

(b) As of the date hereof, Purchaser Bank is "well-capitalized" (as such term is defined in the relevant regulation of the institution's primary bank regulator).

(c) As of the date hereof, there is no dispute or other proceeding pending between Purchaser or Purchaser Bank or any of their Subsidiaries and any community groups

relating to Purchaser Bank, and, to the Knowledge of Purchaser Bank, no such dispute or other proceeding has been threatened, in each case, that could reasonably be expected to delay the receipt of, or impair the ability to obtain, all the Requisite Regulatory Approvals.

Section 5.5 No Brokers. Except for any fees which may be due and owing to Morgan Stanley & Co. LLC and BMO Capital Markets Corp., which will be paid by Purchaser Bank, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Purchaser Bank or its Affiliates who might be entitled to any fee or commission from Purchaser Bank or its Affiliates in connection with the Transactions.

Section 5.6 Litigation. Except as (i) otherwise set forth in Section 5.6 of the Purchaser Disclosure Schedule or (ii) would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, (A) there is no Action before any Governmental Authority against Purchaser Bank or its Affiliates, and, to Purchaser Bank's Knowledge, no such Action has been threatened, and (B) to Purchaser Bank's Knowledge as of the date hereof, no such Action has been threatened or commenced that is reasonably likely to impair the ability of Purchaser Bank to perform its obligations under the Transaction Documents or otherwise impede or delay the consummation of the Transactions.

Section 5.7 Availability of Funds. As of the date of this Agreement, Purchaser Bank has, alone or together with Purchaser, sufficient funds or access thereto, and Purchaser Bank will at the Closing have immediately available funds in cash, to pay when due all amounts payable by it hereunder and to fulfill its obligations hereunder. Purchaser Bank acknowledges that the obligations of Purchaser Bank under this Agreement are not contingent upon or subject to any conditions regarding Purchaser Bank's, its Affiliates', or any other Person's ability to obtain financing or otherwise to raise capital for the consummation of the Transactions, including the payment of the Purchase Price.

Section 5.8 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement (including any certificate or other instrument delivered in connection therewith), neither Purchaser Bank nor any other Person makes any other express or implied representation or warranty on behalf of Purchaser Bank relating to Purchaser Bank, and Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank acknowledge the same.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER AND PURCHASER U.S. HOLDING COMPANY

Except as set forth in the (i) Purchaser SEC and CSA Reports (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) filed after December 31, 2019 and prior to the date hereof or (ii) corresponding sections or subsections of the Purchaser Disclosure Schedule (it being agreed that disclosure of any item in any section or subsection of the Purchaser Disclosure Schedule shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent on the face of the disclosure), as of the Original Signing Date (in the case of representations and warranties

made by Purchaser) or the Amended Signing Date (in the case of representations and warranties made by Purchaser U.S. Holding Company) (or such other date specified in such representation or warranty), each of Purchaser and Purchaser U.S. Holding Company hereby represents and warrants to Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank as follows:

Section 6.1 Organization and Authority. Each of Purchaser and Purchaser U.S. Holding Company is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization.

Section 6.2 Ownership of Shares.

(a) Purchaser is the sole record and beneficial owner of all the issued and outstanding capital stock of Purchaser U.S. Holding Company. Purchaser has good and valid title to all the issued and outstanding capital stock of Purchaser U.S. Holding Company, free and clear of all Liens (other than any transfer restrictions imposed under Securities Law).

(b) Purchaser U.S. Holding Company has good and marketable title to all the issued and outstanding shares of Purchaser Bank (“Purchaser Bank Capital Stock”), free and clear of any and all Liens (other than restrictions on transfer which arise under applicable Securities Laws, this Agreement or other Transaction Documents). Purchaser U.S. Holding Company is not a signatory to any shareholders’ agreement, voting trust, proxy or other agreement or understanding with respect to the voting of any Purchaser Bank Capital Stock.

Section 6.3 Corporate Authorization and Binding Effect. The execution, delivery and performance by each of Purchaser and Purchaser U.S. Holding Company of the Transaction Documents and the Transactions have been duly and validly authorized by all necessary corporate action of each of Purchaser and Purchaser U.S. Holding Company prior to the Amended Signing Date. This Agreement is a valid and legally binding obligation of each of Purchaser and Purchaser U.S. Holding Company, and the other Transaction Documents to which such party is or will be a party, have been, or at Closing will be, duly executed and delivered by each such party and assuming due authorization, execution, and delivery of the Transaction Documents by the other parties thereto, constitute, or at Closing will constitute, legal, valid and binding agreements of such party, enforceable against such party in accordance with their respective terms, except as enforceability may be limited by the Bankruptcy and Equity Exception.

Section 6.4 Regulatory Filings; No Default.

(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 Purchaser in connection with the execution, delivery or performance by Purchaser of the Transaction Documents to which it is 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 Annex A, as applicable to Purchaser or Purchaser Bank, 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 Annex A and the expiration or early termination of applicable waiting periods, the execution, delivery and performance by each of 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, 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) Purchaser's Constituent Documents; (B) assuming compliance with the requirements referred to in Section 6.4(a), any applicable Law binding upon Purchaser, other than violations that would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, or (C) assuming compliance with the requirements referred to in Section 6.4(a), any material contract to which Purchaser is a party or any Permit held by Purchaser, 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 Purchaser Material Adverse Effect.

Section 6.5 No Brokers. Except for any fees that may be due and owing to Morgan Stanley & Co. LLC and BMO Capital Markets Corp., which will be paid by Purchaser, there is no investment banker, broker or finder 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 6.6 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement (including any certificate or other instrument delivered in connection therewith), neither Purchaser and Purchaser U.S. Holding Company nor any other Person makes any other express or implied representation or warranty on behalf of Purchaser and Purchaser U.S. Holding Company relating to Purchaser and Purchaser U.S. Holding Company, and Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank acknowledge the same.

ARTICLE VII COVENANTS

Section 7.1 Access and Reports.

(a) 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 and the termination of this Agreement, for the purposes of preparing for the Purchase and Transfer, the integration of Seller Bank with Purchaser Bank and the other matters contemplated by this Agreement (including, without limiting or affecting the representations and warranties and covenants and agreements set forth in Section 5.7 and Section 7.3(e), any financing or other capital raising efforts by Purchaser in connection with the consummation of the Transactions and the payment of the Purchase Price), Seller Holdco and Seller Bank shall, and shall cause its Subsidiaries to, provide to Purchaser and Purchaser Bank and to Purchaser and Purchaser Bank's

Representatives reasonable access upon reasonable prior notice and request, during Seller Holdco's and Seller Bank's normal business hours, as applicable, to the officers, employees, properties, books, contracts and records relating exclusively to Seller Holdco and its Subsidiaries, including Seller Bank. Purchaser Bank shall, and shall cause its Representatives to, conduct its inspections and investigations under this Section 7.1 in a manner that will not unreasonably interfere with the conduct of the business of Seller Holdco and Seller Bank and its Subsidiaries. Notwithstanding the foregoing, Seller Holdco and Seller Bank and its Subsidiaries shall not be required to disclose any information where disclosure would reasonably be expected to result in the loss of any legal privilege or contravene any Law or fiduciary or confidentiality obligations, including those related to confidential supervisory information; 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 Bank to occur without contravening such privilege or applicable Law. All information received pursuant to this Section 7.1 shall be governed by the terms of Section 7.5.

(b) Following the Closing, to the extent permitted by applicable Law, Parent Seller may retain copies of books and records of Seller Holdco and Seller Bank and its Subsidiaries that will be transferred in connection with the Transactions and, with respect to any books and records for which Parent Seller does not retain copies, Purchaser Bank agrees to provide (or cause its Affiliates to provide) Parent Seller with reasonable access to such books and records and other documents that Purchaser Bank 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 Parent Seller or any of its Affiliates to (w) defend, prosecute, appeal or cooperate with any judicial, arbitral or regulatory proceeding, audit or investigation to which Parent Seller or any of its Affiliates is a party and which relates to Seller Holdco and Seller Bank or any of its Subsidiaries or otherwise to the business and affairs thereof prior to the Closing, (x) prepare financial statements or regulatory, tax or other filings of Parent Seller in respect of periods ending on or prior to the Closing Date, or (y) 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 Seller Holdco and Seller Bank and its 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 7.5 and no Confidential Information may be made available to Parent Seller's Representatives or to any of Parent Seller's Affiliates or their respective Representatives unless such Person is informed of the confidentiality of the Confidential Information pursuant to Section 7.5 (and Parent Seller shall be liable for any failure of such Affiliates or Representatives to act in accordance with Section 7.5); provided, further, that neither Purchaser Bank nor any of its Affiliates shall be required to provide such access to the extent that doing so would reasonably be expected to result in the loss of any legal privilege or contravene any Law or fiduciary or confidentiality obligations (including those related to confidential supervisory information); 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 Parent Seller to occur without

contravening such privilege or applicable Law. Purchaser Bank agrees to (or to cause its relevant Affiliates (including Seller Holdco and Seller 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, for seven (7) years following the creation of the applicable book, record or document.

(c) At or prior to the Closing (to the extent permitted by applicable Law and subject to restrictions on disclosing confidential supervisory information and the confidentiality provisions of Section 7.5), to the extent that any books and records of Seller Holdco and Seller Bank and its Subsidiaries are in the possession of Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries, including Seller Bank) and not also in the possession of Seller Bank or any of its Subsidiaries, Parent Seller shall, and shall cause its Affiliates to, use reasonable best efforts to effect the physical and/or electronic transfer of such books and records to Seller Bank; provided that, upon prior written request of Purchaser Bank, if any such books and records are not transferred to Seller Bank on or prior to the Closing, Parent Seller and its Affiliates shall use reasonable best efforts to transfer such books and records requested by Purchaser Bank to Seller Bank following the Closing; provided, further, that to the extent any such books and records contain material that does not pertain or relate to the assets, liabilities, properties, business, conduct, personnel and/or operations of Seller Holdco or its Subsidiaries, including Seller Bank, such material may be redacted from such books and records.

(d) Notwithstanding anything to the contrary in this Agreement, Parent Seller and its Affiliates (including Seller Holdco and Seller Bank and its Subsidiaries) shall not be required to disclose any consolidated, unitary, combined or similar Tax Returns including Parent Seller or any of its Affiliates (other than (i) such Tax Returns relating solely to Seller Holdco and Seller Bank and its Subsidiaries and (ii) portions of such Tax Returns relating solely to Seller Holdco and Seller Bank and its Subsidiaries), related workpapers or other Tax information that does not relate solely to Seller Holdco and Seller Bank and its Subsidiaries; provided that, to the extent such information is otherwise required by this Agreement, Parent Seller and its Affiliates shall use reasonable best efforts to provide portions of the relevant Tax Returns or other information (or redacted versions) that relate to Seller Holdco and Seller Bank and its Subsidiaries.

Section 7.2 Conduct of the Business.

(a) Except as (i) set forth in Section 7.2(a) of the Seller Disclosure Schedule or (ii) as may be necessary or commercially reasonable in response to a Contagion Event or Contagion Event Measures, subject to Parent Seller providing Purchaser Bank with advance notice in respect of any such action (unless it is not reasonably practicable under the circumstances to provide such prior notice, in which case Seller Holdco or Seller Bank, as applicable, shall provide notice to Purchaser Bank as soon as reasonably practicable), from the date hereof until the earlier of the Closing Date or the termination of this Agreement, each of Seller Holdco and Seller Bank shall and shall cause its Subsidiaries to carry on its businesses in the ordinary course of business in all material respects.

(b) Except as set forth in Section 7.2(b) of the Seller Disclosure Schedule 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 Bank (which consent shall not be unreasonably withheld or delayed); provided that Purchaser Bank shall be deemed to have provided its prior written consent if it fails to acknowledge or otherwise respond to Parent Seller's, Seller Holdco's or Seller Bank's request for consent within five (5) Business Days of Purchaser Bank's receipt of such request, with all communications pursuant to this proviso to be made in accordance with Section 7.2(b), (C) required by applicable Law, (D) in response to any Contagion Event or any Contagion Event Measures, (E) with respect to Section 7.2(b)(vii), Section 7.2(b)(viii), Section 7.2(b)(x), Section 7.2(b)(xi), or Section 7.2(b)(xv), as required by a Material Contract in effect on the date hereof or (F) with respect to Section 7.2(b)(x), Section 7.2(b)(xiv) or Section 7.2(b)(xv), as required to comply with the written policies and procedures that apply to any U.S. Affiliate of Parent Seller in effect on the date hereof, including any changes thereto Seller Holdco shall not and shall cause its Subsidiaries not to:

(i) amend Seller Holdco's or any of Seller Holdco's Subsidiaries' Constituent Documents or permit any waiver or grant any consent under such Constituent Documents, except for immaterial amendments to Constituent Documents of its Subsidiaries;

(ii) (i) merge or consolidate with any other Person, (ii) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any Person or any division thereof or any assets, securities or property, other than (A) acquisitions of securities or other investment assets under Seller Bank's investment portfolio consistent with Seller Bank's investment policy in effect as of the date hereof or thereafter revised with Purchaser's prior consent or (B) as may be deemed necessary or advisable by it in the exercise of its rights in connection with an Extension of Credit in the ordinary course, or (iii) adopt a plan of complete or partial liquidation, dissolution, recapitalization, reorganization or restructuring; it being understood that Parent Seller or an Affiliate of Parent Seller (other than Seller Bank and its Subsidiaries) may make capital contributions or other payments to Seller Holdco, including to repay and discharge certain intercompany debt obligations;

(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 Rights or additional shares of capital stock of Seller Holdco or any of its Subsidiaries, or any Rights relating to the same, or for which Seller Holdco or any of its Subsidiaries would have any liability;

(iv) (A) directly or indirectly adjust, split, combine, redeem, 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 Seller Bank Capital Stock or Seller Holdco Capital Stock or (C) declare or pay any cash dividend or make any other cash distribution in respect of the Seller Bank Capital Stock or Seller Holdco Capital Stock, other than the Dividend Transactions, if any, and any other cash dividend or other cash distribution from Seller Holdco to Parent Seller or an Affiliate of Parent Seller (other than Seller Bank and its Subsidiaries);

(v) pay, discharge, settle or compromise any Action or threatened Action, other than any payments, discharges, settlements or compromises that do not involve monetary damages or other settlement that would exceed \$10,000,000, individually or \$30,000,000 in the aggregate, in excess of reserves as they existed on the date hereof;

(vi) 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 (vi) shall include the creation of deposit liabilities, including deposits from parent companies or affiliates, issuances or unwind of letters of credit such as Federal Home Loan Bank letter of credit, purchases of federal funds, borrowings from any Federal Home Loan Bank, sales or buy-back of certificates of deposit (including Market Linked CDs and brokered CDs), issuances of commercial papers, entry into repurchase agreements or reverse repo agreements, launches of new securitizations, use of the Net debit cap for potential intra-day needs, any other liquidity-related actions that are intended to manage liquidity in a safe and sound manner and to comply with internal liquidity metrics and satisfaction of legal requirements in the exercise of trust powers, in each case, on terms and in amounts consistent with past practice) (A) subject any material asset of Seller Holdco, or its Subsidiaries 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), or issue any debt securities, assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person (other than a Subsidiary of Seller Holdco);

(vii) dispose of any material assets (without limiting Section 7.2(b)(xi) and Section 7.2(b)(xiii), respectively, other than Intellectual Property or branches) to any person other than a Subsidiary of Seller Holdco, except for sales of investment securities or Extensions of Credit, or sales of other assets, in each case in the ordinary course of business consistent with past practice or otherwise if such assets would not exceed \$4,000,000, individually or \$20,000,000 in the aggregate;

(viii) other than as required by the terms of any Seller Bank Benefit Plan existing as of the date hereof, (A) increase the compensation or benefits (including severance or termination benefits) of any current or former directors, officers, employees or other service providers of Seller Bank or its Subsidiaries, 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 the ordinary course of business consistent with past practice, (B) enter into, establish, adopt, terminate or amend (or commit to enter into, establish, adopt, terminate or amend) any Seller Bank Benefit Plan or any plan, program, arrangement, practice or agreement that would be a Seller Bank Benefit Plan if it were in existence on the date hereof, other than amendments to existing Seller Bank Benefit Plans in the ordinary course of business and consistent with past practice that would not increase (other than in de minimus respects) the benefits provided thereunder, (C) pay or award, or commit to pay or award, any bonuses or incentive compensation to any current or former directors, officers, employees or other service providers, other than the payments contemplated in clause (A) above, (D) take any action to amend or waive any performance vesting criteria or accelerate the vesting, payment, exercisability or funding

under any Seller Bank Benefit Plan, (E) hire, promote or terminate (other than for cause) any Restricted Employee (or, in the case of new hires, any employee who would be a Restricted Employee), or pay any severance, termination pay or benefits to any employee without obtaining an effective comprehensive general release of claims against Seller Bank and its Subsidiaries, (F) transfer or commit to transfer the employment of any employee of Seller Bank or its Subsidiaries to Parent Seller or its Affiliates (other than Seller Bank or its Subsidiaries) or transfer or commit to transfer the employment of any employee of Parent Seller or its Affiliates (other than Seller Bank or its Subsidiaries) to Seller Bank or its Subsidiaries, (G) enter into, establish or adopt any collective bargaining or similar agreement with any union, works council or other labor organization, or (H) fund any rabbi trust or similar arrangement;

(ix) other than the capital expenditures pre-approved by Purchaser Bank in writing, undertake or authorize any capital expenditures pursuant to a Material Contract that are, in the aggregate, in excess of \$40,000,000, other than capital expenditures necessary for safety and soundness purposes;

(x) change any method of financial accounting or accounting practice or policy, except as may be required from time to time by GAAP (without regard to any optional early adoption date) or any Governmental Authority responsible for regulating Seller Bank or any of its Subsidiaries;

(xi) except for non-exclusive licenses and the expiration of Intellectual Property in the ordinary course of business, sell, assign, dispose of, abandon, allow to expire, license or transfer any of its material Intellectual Property;

(xii) (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; provided that any action otherwise prohibited by this Section 7.2(b)(xii) shall not be prohibited with respect to any affiliated, consolidated, combined, unitary or similar group that includes Parent Seller and/or one or more of its Subsidiaries (other than a group consisting solely of Seller Holdco and/or one or more of its Subsidiaries) if such action would not reasonably be expected to increase the liability for Taxes, or reduce any Tax attributes, of Seller Holdco or any of its Subsidiaries or Purchaser or any of its Subsidiaries (including, after the Closing, Seller Holdco or any of its Subsidiaries), in each case, by more than a de minimis amount;

(xiii) make application for the opening, relocation or closing of any, or open, relocate, sell or close any, branch or automated banking facility of Seller Holdco or any of its Subsidiaries, other than in the ordinary course of business and with respect to those pending or planned as of the date of this Agreement and set forth in Section 7.2(b)(xiii) of the Seller Disclosure Schedule, or permit the revocation or surrender by Seller Holdco or any Subsidiary of Seller Holdco of its certificate of authority to maintain any such facility, except as may be required by any Governmental Authority;

(xiv) 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 or (C) as necessary for safety and soundness purposes;

(xv) except in the ordinary course of business, (x) amend, modify or change any material investment practices of Seller Holdco or any Subsidiary of Seller Holdco or (y) make any change in any material respect to the investment portfolio of Seller Holdco or any Subsidiary of Seller Holdco in terms of duration, credit, quality or type of interests, except as required by applicable Law and ordinary course changes to policies or practices in response to changes in the market for similar items;

(xvi) (A) materially amend, waive, modify or consent to the termination of any Material Contract except in the ordinary course of business and renewals of Material Contracts in accordance with the applicable terms of such Contract or without material adverse changes of terms with respect to Seller Holdco and its Subsidiaries, (B) enter into any Contract that would have been a Material Contract if in effect as of the date hereof except (x) entry into any Contract to replace a Material Contract that Seller Holdco does not reasonably expect will materially reduce the expected business or economic benefits to, or impose additional material obligations on, Seller Holdco and its Subsidiaries under such Contract and (y) other than in the case of Material Contracts that are such pursuant to Section 3.7(a)(iii), (iv), (ix), (x) or (xiii), in the ordinary course of business, or (C) enter into any Contract with any Affiliate or, other than the provision of customary intercompany services consistent with past practice, engage in any transaction with any Affiliate (other than solely by and among Seller Holdco and its Subsidiaries);

(xvii) knowingly take any action (including a business acquisition, sale or other strategic transaction) that, or knowingly fail to take any action within its reasonable control if such failure, would reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions, or materially impair Seller Holdco's or Seller Bank's ability to perform their respective obligations under this Agreement or consummate the Transactions on a timely basis;

(xviii) knowingly take any action that is intended or reasonably likely to result in any of the conditions set forth in Article VIII not being satisfied;

(xix) with respect to Seller Holdco, enter into, establish, adopt, terminate or amend (or commit to 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, or hire or engage any director, officer, employee or other service provider;

(xx) with respect to Seller Holdco, other than for liabilities that will be paid, discharged or otherwise assumed by Parent Seller or an Affiliate Parent Seller (other than Seller Holdco and its Subsidiaries, including Seller Bank) prior to the Effective Time and liabilities to Affiliates in the ordinary course to be settled at or prior to the Closing, incur

any liability for borrowed money (or guarantee any indebtedness for borrowed money), or issue any debt securities, assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person (other than a Subsidiary of Seller Holdco); 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 Parent Seller (which consent shall not be unreasonably withheld or delayed), or (C) required by applicable Law, Purchaser and Purchaser Bank shall not:

(i) amend the Constituent Documents of Purchaser, Purchaser Bank or any of Purchaser Bank's Subsidiaries in a manner that would impair Purchaser's or Purchaser Bank's ability to perform their obligations under the Transaction Documents or consummate the Transactions on a timely basis;

(ii) knowingly take any action (including a business acquisition, sale or other strategic transaction) that, or knowingly fail to take any action within its reasonable control if such failure, would reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions, or materially impair Purchaser's or Purchaser Bank's ability to perform their obligations under this Agreement or consummate the Transactions on a timely basis;

(iii) knowingly take any action that is intended or reasonably likely to result in any of the conditions set forth in Article VIII not being satisfied; or

(iv) authorize, announce an intention, or enter into any formal or informal agreement or commitment with respect to any of the foregoing.

Section 7.3 Efforts; Regulatory Filings and Other Actions.

(a) During the period from the date hereof continuing through the Closing, Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank, Purchaser and Purchaser Bank shall and shall cause their respective Subsidiaries and Affiliates to 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, without limitation, 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 Annex A attached hereto (the "Requisite Regulatory Approvals"), and shall make all necessary filings in respect thereof as promptly as practicable, but in any event, with respect to U.S. and Canadian bank regulatory approvals or non-objection notices in respect of the Purchase and Transfer and the Bank Merger, within thirty (30) days of the date of this Agreement, subject

to timely receipt by Purchaser and Purchaser Bank of all necessary information from Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank. In furtherance of the foregoing, Purchaser and Purchaser Bank shall and shall cause their respective Subsidiaries and Affiliates to take or commit to take any and all actions and agree to any restrictions or conditions, including conditions related to operations or capital, imposed by a requisite Governmental Authority in order to obtain the foregoing Requisite Regulatory Approvals; provided, however, that notwithstanding any other provision of this Agreement that may be to the contrary, Purchaser and Purchaser Bank shall not be required to take any action, or commit to take any action, or agree to any condition or restriction (a “Materially Burdensome Condition”), that would, individually or in the aggregate, result in a material adverse effect on Purchaser and its Subsidiaries (measured on a pro forma basis giving effect to the Transactions); provided, further, that requirements or other conditions imposed by any Governmental Authority, including the Federal Reserve, OCC or any other U.S. or Canadian banking regulatory authority with respect to the receipt of the Requisite Regulatory Approvals, to comply with requirements, conditions or other commitments that reasonably would be anticipated to be included in any approval order issued by any such Governmental Authorities or any other requirements, conditions or other commitments similar to those contained in prior approval orders issued by any such Governmental Authorities in transactions similar to the Transactions shall not be a Materially Burdensome Condition.

(b) Each party shall, subject to applicable Law, (i) permit counsel for the other party to review in advance any proposed filing, application, correspondence or other written communication to any Governmental Authority in connection with the Transactions, (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, 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 matters with respect 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) Purchaser and Purchaser Bank further covenant and agree 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 or obtain any Requisite Regulatory Approval, to use their reasonable best efforts to take, and shall cause their respective controlled Affiliates to use their reasonable best efforts to take, all actions required, necessary or advisable to prevent the entry, enactment or promulgation thereof, as the case may be.

(d) In the event that any Action is commenced after the date hereof challenging any of the parties' rights to consummate the Transactions or obtain any Requisite Regulatory Approval, the parties shall take all reasonable actions necessary and appropriate to contest such Action.

(e) For the avoidance of doubt, and notwithstanding anything else in this Agreement, the obligations of Purchaser and Purchaser Bank to satisfy its obligations under this Agreement and consummate the transactions provided for in this Agreement are not subject to any financing or capital raising condition or contingency.

(f) 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.

(g) Parent Seller, Seller Intermediate Holding Company and Seller Holdco shall, and shall cause their Affiliates (including Seller Bank and its Subsidiaries) to, use reasonable best efforts to obtain all Third Party Consents as soon as practicable; provided that notwithstanding anything to the contrary in this Agreement, in no event shall Parent Seller, Seller Intermediate Holding Company and Seller Holdco or any of their Affiliates (including Seller Bank and its Subsidiaries) be required to make or agree to make any payments to any third party, concede or agree to concede anything of monetary or economic value, amend or otherwise modify any Contract to which it is a party to or bound or commence, defend or participate in any Action, in each case in connection with obtaining the Third Party Consents.

Section 7.4 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 Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank or

any of Seller Bank's Subsidiaries, (A) to result in any Material Adverse Effect, (B) 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 (C) to prevent, materially delay or materially impair the ability of Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank or any of Seller Bank's Subsidiaries to consummate the Transactions; and (y) with respect to Purchaser, Purchaser Bank or any of Purchaser Bank's Subsidiaries, (A) to result in any Purchaser Material Adverse Effect; (B) 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 (C) to prevent, materially delay or materially impair the ability of Purchaser, Purchaser Bank or any of Purchaser Bank's Subsidiaries to consummate the Transactions.

Section 7.5 Confidentiality. Each of Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank, Purchaser and Purchaser Bank 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 Agreement. As of the Effective Time, the Confidentiality Agreement 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 Confidentiality Agreement and any other information that the Disclosing Party furnished or furnish to the Receiving Party, or that Seller Bank and its Subsidiaries have maintained after the Closing or that Parent Seller, Seller Intermediate Holding Company or Seller Holdco or any of their Affiliates retains or receives pursuant to Section 7.1, including any technical, scientific, trade secret or other proprietary information of a Disclosing Party (including Seller Bank and its 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 7.1, whether before or after the date of the 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 7.5 or the 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 by making such disclosure (in the case of information relating to Seller Holdco or its Subsidiaries, this clause (iii) shall apply only to the extent that Parent Seller comes 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 7.5 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 Seller Holdco's and its Subsidiaries' (following the Closing) rights and remedies under this Agreement or the other Transaction Documents; provided, however, that following the Closing, Purchaser Bank shall be

deemed to be the Disclosing Party, and Parent Seller shall be deemed to be the Receiving Party, for purposes of all information of or relating to Seller Holdco and its Subsidiaries.

Section 7.6 Publicity. During the period from the date of this Agreement continuing through the Closing, Purchaser, Purchaser Bank, Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank 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 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 Parent Seller, as the case may be, which shall not be unreasonably withheld, delayed or conditioned; provided that nothing in this Section 7.6 shall be deemed to prohibit Purchaser and Purchaser Bank or Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank 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 7.7 Non-Compete.

(a) During the period beginning on the Closing Date and ending on the second (2nd) anniversary thereof, Parent Seller and its 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 a Restricted Banking Business in the Restricted Territory (a “Competing Banking Business”).

(b) For the avoidance of doubt, notwithstanding the foregoing, nothing in this Section 7.7 shall prohibit or in any way limit the following:

(i) the provision of services or products by any Person other than Parent Seller or any of its controlled Affiliates;

(ii) the ability of Parent Seller and its controlled Affiliates to manage, operate or control, the existing U.S. businesses of Parent Seller and its controlled Affiliates (other than Seller Holdco and Seller Bank and its Subsidiaries in substantially the form currently existing), including commercial, investment banking and asset management operations and activities of Parent Seller and its controlled Affiliates and the operation of, and activities conducted by, its U.S. branches or any other U.S. office or businesses of Parent Seller and its controlled Affiliates (other than Seller Holdco and its Subsidiaries, including Seller Bank);

(iii) Parent Seller or any of its Affiliates from, directly or indirectly, acquiring (whether by merger, consolidation or otherwise), owning or holding any of the outstanding securities of any Person domiciled and primarily operating outside of the United States, whether or not such Person is also engaged in, manages, controls or operates a Competing Banking Business;

(iv) Parent Seller or any of its Affiliates from engaging in or operating any online or digital retail banking business or acquiring, owning or holding any of the outstanding securities of any Person, whether or not in the United States, primarily engaged in any online or digital retail banking business;

(v) Parent Seller or any of its Affiliates from acquiring, owning or holding any of the outstanding securities of any Person, whether or not domiciled and primarily operating in the United States; provided, that (x) if the Person operates in the Restricted Territory, Parent Seller or any of its Affiliates does not “control” such Person within the meaning of the BHC Act and the Federal Reserve’s regulations and guidance thereunder and (y) with respect to any Person that is a “bank” or “bank holding company” as defined in the BHC Act (other than any Person in which Parent Seller or any of its Affiliates have an investment as of the date of this Agreement which becomes, after the date hereof, a bank or bank holding company, as so defined), Parent Seller or any of its Affiliates shall not acquire, own or hold, five percent (5%) or more of the outstanding securities of such Person;

(vi) Parent Seller or any of its Affiliates from acquiring, owning, holding or exercising rights of ownership with respect to a security in a fiduciary, custodial or agency capacity or otherwise for the benefit of or on behalf of clients or other unaffiliated beneficiaries;

(vii) Parent Seller or any of its Affiliates from, directly or indirectly, acquiring (whether by merger, consolidation or otherwise) a Person that operates or engages in a Competing Banking Business if such Competing Banking Business represents no more than twenty percent (20%) of such Person’s business (measured, for purposes of this clause Section 7.7(b)(vii), 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) (such percentage, the “Competing Banking Business Equity Threshold”); provided, that Parent Seller and its Affiliates may acquire any Person engaged in a Competing Banking Business so long as Parent Seller or its Affiliates, as applicable, agree to divest assets of the Competing Banking Business such that the percentage of the total assets of the Competing Banking Business is less than the Competing Banking Business Equity Threshold within two (2) years of the consummation of the acquisition; or

(viii) Parent Seller or any of its Affiliates from undertaking general advertising or marketing campaigns.

(c) Following the Closing, Parent Seller shall not, and shall cause its controlled Affiliates not to, use any customer lists of Seller Bank or any Subsidiary of Seller Bank in connection with the operation of their businesses, which customer lists shall, for the avoidance of doubt, not include the commercial and investment banking clients of Parent Seller and its Affiliates.

(d) For the avoidance of doubt, this Section 7.7 (other than subsection (d)) shall not apply to (i) any controlled Affiliate if Parent Seller ceases to control, directly or indirectly, such Affiliate and (ii) any private equity or other fund sponsor and its individual funds and portfolio companies that are controlled, sponsored or managed by Parent Seller or its Affiliates.

(e) 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.

(f) If any provision contained in this Section 7.7 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 7.7, but this Section 7.7 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 7.7 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 7.7 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.

Section 7.8 Employee Non-Solicitation. During the period beginning on the Closing Date and ending on the date that is twelve (12) months after the Closing Date:

(a) neither Parent Seller nor any of its controlled Affiliates shall, directly or indirectly, solicit for employment or employ any Current Employee; provided, however, that nothing herein shall prohibit Parent Seller or any of its Affiliates from repatriating or otherwise relocating any employees of Parent Seller or any of its Affiliates located in the U.S., including any Current Employee who is an expatriate and, in his or her sole discretion, exercises the right under his or her employment agreement to be repatriated or relocated by Parent Seller in the event of a change of control at Seller Bank or its Subsidiaries, as applicable; and provided, further, that nothing herein shall be deemed to prohibit any of Parent Seller or its 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 Current Employees or prohibit the solicitation or employment of any Current Employee that (1) was terminated by Purchaser Bank or any of its Affiliates (including, after Closing, Seller Bank and its Subsidiaries), or (2) voluntarily resigned from the employ of Purchaser Bank or any of its Affiliates after the Closing (including, after Closing, Seller Bank and its Subsidiaries) and has not been employed by Purchaser Bank or any of its Affiliates for at least six (6) months prior to the date of such employment; and

(b) neither Purchaser nor any of its controlled Affiliates (including, after Closing, Seller Bank and its Subsidiaries) shall, directly or indirectly, solicit for employment any employee of Parent Seller or any of its controlled Affiliates with which Purchaser or any of its controlled Affiliates was first made aware of, or first came into contact with, 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 Parent Seller or its controlled Affiliates or prohibit the solicitation or employment of any such employee that (1) was terminated by Parent Seller or any of its Affiliates, or (2) voluntarily resigned from the employ of Parent Seller or any of its Affiliates and has not been employed by Parent Seller or any of its Affiliates for at least six (6) months prior to the date of such employment.

Section 7.9 Taxes.

(a) Indemnification. From and after the Closing,

(i) Parent Seller shall pay or cause to be paid and hereby agree to indemnify and hold Purchaser Indemnified Parties harmless from and against any Seller Indemnified Taxes.

(ii) Seller Intermediate Holding Company shall be entitled to any refunds of Taxes (whether in the form of cash received or a credit against Taxes otherwise payable) received by Seller Holdco or any of its Subsidiaries in respect of the Seller Tax Period, except to the extent the entitlement to such refund (A) was reflected in Closing Tangible Common Equity or Closing Seller Holdco Net Assets 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 Bank Tax Period (or, in the event of a Straddle Period, the netting of such Tax attributes arising in a Purchaser Bank Tax Period against income or gain arising in a Seller Tax Period), in each case, net of costs and reasonable expenses.

(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 date hereof 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 date hereof. To the extent any income of Seller Holdco or any of its Subsidiaries 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 Taxes attributable to the income and gain 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.

(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).

(b) Tax Returns. Parent Seller shall, at its own expense, be responsible for preparing and filing (i) all Tax Returns of Seller Holdco and its 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) (“Seller Holdco Tax Returns”) and (ii) all Tax Returns that include Seller Holdco or any of its Subsidiaries, on the one hand, and Parent Seller or any of its Affiliates other than Seller Holdco and its Subsidiaries, on the other hand (“Combined Tax Returns” and, together with Seller Holdco Tax Returns, “Seller Tax Returns”). All Seller Tax Returns shall be prepared on a basis consistent with the past practices of Parent Seller or its applicable Affiliate except to the extent (i) failure to do so would not reasonably be expected to adversely affect Purchaser or any of its Affiliates (including Seller Holdco and its Subsidiaries) or (ii) otherwise required by a change in Law. Parent Seller shall deliver, or cause to be delivered, to Purchaser each Seller Tax Return (or in the case of any Combined Tax Returns, the relevant portions thereof relating solely to Seller Holdco and its Subsidiaries, subject to Section 7.1(c)) at least thirty (30) calendar days (twenty-five (25) calendar days in the case of corresponding U.S. state or local returns (“Corresponding Returns”)) 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 (fifteen (15) calendar days in the case of Corresponding Returns) following the date such Tax Returns are delivered by Parent Seller to Purchaser. Parent Seller shall file or cause to be filed all Seller Tax Returns and shall pay or cause to be paid any Seller Indemnified Taxes shown as due on such Seller Tax Returns. Purchaser shall prepare and file all Tax Returns of Seller Holdco and its Subsidiaries that are not Seller Tax Returns (“Purchaser Tax Returns”), and pay or cause to be paid any Taxes shown as due on such Tax Returns (subject to Purchaser’s right to indemnification for Seller Indemnified 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 reasonably be expected to adversely affect Parent Seller or any of its Affiliates, (ii) otherwise required by a change in Law, or (iii) Purchaser reasonably determines that there is not at least “substantial authority” for a material position reflected on such Tax Return, provided, that Purchaser shall provide Parent Seller at least twenty (20) days to provide a written tax opinion, in form and substance reasonably acceptable to Purchaser, of a nationally recognized law firm or accounting firm experienced in Tax matters, concluding that there is at least “substantial authority” (as defined under Section 6662 of the Code (or successor provisions thereof)) for such position, and Purchaser agrees notwithstanding the provisions of Section 7.9(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 7.9(b), Parent Seller shall, or shall cause its Affiliates to, pay to Purchaser an amount equal to any Seller Indemnified Taxes shown as due and payable with respect to such Tax Return.

(c) Seller Review of Tax Returns. With respect to any Purchaser Tax Return reflecting more than a *de minimis* amount of Seller Indemnified Taxes, Purchaser shall provide Parent 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 (twenty-five (25) calendar days in the case of Corresponding Returns) 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 Parent Seller with copies of such Tax Return reasonably in advance of the due date therefor. If Parent Seller disputes any items shown on any such Tax Return affecting Seller Indemnified Taxes, Parent Seller shall notify Purchaser within twenty (20) calendar days (fifteen (15) calendar days in the case of Corresponding Returns) after receiving such Tax Return. Purchaser and Parent 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 Parent 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, Parent Seller and Purchaser shall cause the 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 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 7.9(c), Parent Seller shall, or shall cause its Affiliates to, pay to Purchaser an amount equal to any Seller Indemnified Taxes shown as due and payable with respect to such Tax Return.

(d) Transfer Taxes. All Transfer Taxes shall be borne and paid fifty percent (50%) by Purchaser and its Subsidiaries, on the one hand, and fifty percent (50%) by Parent Seller and its Subsidiaries (other than Seller Holdco or any of its Subsidiaries), 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 Parent 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) Tax Sharing Agreements. Effective as of no later than the Closing, any and all Tax sharing or allocation agreements or arrangements to which Seller Holdco or any of its Subsidiaries is a party (other than any customary Tax indemnification provisions contained in commercial Contracts not primarily related to Taxes (such as financing or employment 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, Seller Holdco and its 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) Timing of Indemnity Payments. Except as otherwise provided in Section 7.9(a), Section 7.9(b) or Section 7.9(c), any payment required to be made pursuant to this Section 7.9 shall be made within ten (10) days after Purchaser makes written demand upon Parent 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) Cooperation in Tax Proceedings.

(i) Purchaser and Parent Seller will, and will cause their respective Affiliates to, 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 Seller Holdco or any of its 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 7.9(g).

(ii) Each of Parent Seller and Purchaser agree to, and to cause their respective Affiliates to, (A) retain all books and records of Seller Holdco and its Subsidiaries with respect to Tax matters pertinent to Seller Holdco and its 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) abide by all record retention agreements entered into with any Governmental Authority and (C) 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 Parent 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 Seller Holdco or any of its Subsidiaries 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.

(iv) Without limiting the foregoing provisions of this Section 7.9(g), if any claim or demand for Taxes that could reasonably be expected to give rise to a claim for indemnification under Section 7.9(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 Parent Seller of any of its indemnification obligations, except to the extent that Parent 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 Seller Holdco or any of its Subsidiaries for any taxable period ending on or before the Closing Date (other than a Tax Proceeding described in Section 7.9(g)(v)) for which Parent Seller may be obligated to indemnify Purchaser under Section 7.9(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 could 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 7.9(g)(iv), the "Controlling Party" with respect to a Tax Proceeding shall mean Purchaser unless Parent Seller is reasonably expected to bear a greater liability under Section 7.9(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 Parent Seller or Purchaser is not the Controlling Party. Whether or not Parent Seller chooses to defend or prosecute any claim it is entitled to defend or prosecute hereunder, all the parties shall reasonably cooperate in the defense or prosecution thereof.

(v) Notwithstanding anything to the contrary in this Agreement, (A) Parent 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 Parent Seller or any of its Subsidiaries (other than Seller Holdco and its Subsidiaries) and (II) any Tax Return of an affiliated, consolidated, combined, unitary or similar group that includes Parent Seller or any of its Subsidiaries (other than Seller Holdco and its Subsidiaries) and (B) Purchaser shall have the exclusive right to control in all respects, and neither Parent 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 Seller Holdco and its 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 7.9(g), Purchaser shall have the exclusive right to control all Tax Proceedings with respect to Seller Holdco and its 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 Parent Seller's liability for Seller Indemnified Taxes under Section 7.9(a) by more than a *de minimis* amount without the prior written consent of Parent Seller (which consent shall not be unreasonably withheld, conditioned or delayed).

(h) Purchase Price Adjustment. Any amounts paid pursuant to this Section 7.9 or Section 10.1 shall be treated as an adjustment to the Closing Purchase Price for all income Tax purposes to the extent permitted by applicable Law.

(i) Seller Intermediate Holding Company shall (i) make a valid and timely election under Treasury Regulations Section 1.1502-36(d)(6)(i)(A) to elect to reduce its basis in Seller Holdco shares to the extent necessary to avoid attribute reduction under Treasury Regulations Section 1.1502-36(d) and (ii) not make any election to reattribute attributes under Treasury Regulations Sections 1.1502-36(d)(6)(i)(B) or (C).

(j) Survival and Coordination. 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 Section 7.9, and the provisions of Article X shall not apply, and (ii) the covenants and agreements contained in this Section 7.9 and the representations and warranties set forth in Section 3.15 shall survive until thirty (30) days following the expiration of the full period of all statutes of limitations (giving effect to any extensions thereof), provided that any right to indemnification for breach of covenant, agreement, representation or warranty in respect of which indemnification may be sought under this Section 7.9 shall survive the time at which it would otherwise terminate pursuant to this Section 7.9(j) 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 7.10 Employee Matters.

(a) Purchaser Bank hereby agrees to provide, or cause to be provided, with respect to each employee of Seller Bank and its Subsidiaries who is employed as of immediately prior to the Effective Time (each, a "Current Employee"), during the period commencing at the Effective Time and ending on the one (1) year anniversary of the Closing Date, (i) base salary or base wage, as applicable, which are no less than those provided by Seller Bank and its Subsidiaries immediately prior to the Effective Time to each such Current Employee, (ii) target annual cash bonus opportunities which are no less favorable than the target annual cash bonus opportunities (including any portion thereof treated as deferred compensation) provided under a Seller Bank Benefit Plan by Seller Bank and its Subsidiaries immediately prior to the Effective Time to each such Current Employee, (iii) target long-term incentive opportunities which are no less favorable than the target long-term incentive opportunities provided under a Seller Bank Benefit Plan by Seller Bank and its Subsidiaries immediately prior to the Effective Time to each such Current Employee, (iv) pension and welfare benefits that are no less favorable in the aggregate to those provided under a Seller Bank Benefit Plan by Seller Bank and its Subsidiaries immediately prior to the Effective Time to each such Current Employee, and (v) subject to the applicable Current Employee's execution and non-revocation of a release of claims, severance benefits that are no less favorable than the severance benefits provided by Seller Bank and its Subsidiaries under the Seller Bank Benefit Plans that provide severance benefits and are identified in Section 3.13(b) of the Seller Disclosure Schedule as in effect on the date hereof.

(b) Purchaser Bank shall (i) cause any pre-existing conditions or limitations and eligibility waiting periods under any group health plans of Purchaser Bank to be waived with respect to the Current Employees and their eligible dependents, (ii) use commercially reasonable efforts to give each Current Employee credit for the plan year in which the Effective Time occurs towards applicable deductibles and annual out-of-pocket limits for medical expenses incurred prior to the Effective Time for which payment has been made and (iii) give each Current Employee service credit for such Current Employee's employment with Seller Bank and its Subsidiaries for purposes of vesting, benefit accrual and eligibility to participate under each applicable employee benefit plan sponsored by Purchaser Bank to the extent such credit is given to similarly situated Purchaser employees under such benefit plans, as if such service had been performed with Purchaser Bank, except for benefit accrual under defined benefit pension plans, with respect to any benefit plan that is a frozen benefit plan or provides grandfathered benefits,

any retiree medical plans or arrangements or to the extent it would result in a duplication of benefits with respect to the same period of service.

(c) Effective as of immediately prior to the Effective Time, if requested in writing by Purchaser Bank at least ten (10) Business Days prior to the Effective Time, Seller Bank shall terminate any and all 401(k) plans maintained by Seller Bank and its other Subsidiaries (collectively, the “Seller Bank 401(k) Plan”). In the event that Purchaser Bank requests that the Seller Bank 401(k) Plan be terminated, Seller Bank shall provide Purchaser Bank with evidence that the Seller Bank 401(k) Plan has been so terminated, provided that prior to amending or terminating the Seller Bank 401(k) Plan, Seller Bank shall provide Purchaser Bank with the form and substance of any applicable resolutions or amendments for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed). In connection with the termination of such plan, Purchaser Bank shall permit each Current Employee to make rollover contributions of “eligible rollover distributions” (within the meaning of Section 401(a)(31) of the Code, including all participant loans) in cash or notes (in the case of participant loans) in an amount equal to the eligible rollover distribution portion of the account balance distributed to each such Current Employee from such plan to an “eligible retirement plan” (within the meaning of Section 401(a)(31) of the Code) of Purchaser Bank or one of its Affiliates. If the Seller Bank 401(k) Plan is terminated as described herein, the Current Employees shall be eligible to commence participation in a 401(k) plan maintained by Purchaser Bank or one of its Affiliates as soon as administratively practicable following the Closing Date.

(d) Parent Seller, Seller Intermediate Holding Company and Seller Holdco shall take all actions necessary to cause the employees (and their eligible dependents) of Parent Seller, Seller Intermediate Holding Company and Seller Holdco and their Affiliates who are not employees of Seller Bank and its Subsidiaries, including any employees who are seconded or assigned to work for Seller Bank and its Subsidiaries on temporary or assignment basis under an expatriate arrangement or otherwise, to cease participating in the Seller Bank Benefit Plans prior to the Effective Time and for the liabilities and obligations with respect to such employees of Parent Seller, Seller Intermediate Holding Company and Seller Holdco and their Affiliates (and their eligible dependents) under a Seller Bank Benefit Plan to be assumed by a Parent Seller Benefit Plan, such that from and after the Effective Time, Purchaser and its Affiliates (including Seller Holdco and its Subsidiaries) and the Seller Bank Benefit Plans shall have no liabilities or obligations to the Parent Seller employees (and their eligible dependents). In addition, Parent Seller shall take all actions necessary to transfer the sponsorship of any Seller Bank Benefit Plans which are sponsored by Seller Bank or any of its Subsidiaries but primarily maintained for the benefit of current or former employees, officers, directors or independent contractors of Parent Seller, Seller Intermediate Holding Company and Seller Holdco or their Affiliates (other than Seller Bank and its Subsidiaries) to Parent Seller or one of its Affiliates (other than Seller Holdco and any of its Subsidiaries), which plans shall be considered Parent Seller Benefit Plans. Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank shall take the necessary action to transfer as of no later than immediately prior to the Closing Date, any Benefit Plan that is not a Seller Bank Benefit Plan and the associated liabilities thereof to Parent Seller or one of its Affiliates (other than the Seller Holdco and its Subsidiaries).

(e) The parties hereby acknowledge and agree to the terms and conditions of a retention plan set forth in Section 7.10(e) of the Seller Disclosure Schedule established for the

benefit of certain officers and employees of Seller Bank. Except as otherwise set forth in Section 7.10(e) of the Seller Disclosure Schedule, the costs and expenses of which retention plan shall be borne by Purchaser.

(f) The provisions of this Section 7.10 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 or other benefit plan, agreement or arrangement, (ii) limit the right of Parent Seller, Seller Bank, Purchaser, Purchaser Bank or their respective Subsidiaries or Affiliates to (A) amend, terminate or otherwise modify any Benefit Plan or other benefit plan, agreement or arrangement or (B) administer any of the foregoing in accordance with applicable Law, in each case, following the Effective Time, (iii) interfere or restrict in any way the rights of Purchaser Bank or any of its Affiliates to discharge or terminate the services of any Current 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 Seller Bank or any Subsidiary of Seller Bank, any participant in any Benefit Plan or other benefit plan, agreement or arrangement (or any dependent or beneficiary thereof) or (B) to continued employment with Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank, any Subsidiary of Seller Bank, Purchaser, Purchaser Bank or any of its Affiliates.

Section 7.11 Use of Parent Seller Marks.

(a) Purchaser, on behalf of itself and its Affiliates (which, for the avoidance of doubt, shall include throughout this Section 7.11, Surviving Bank and its Subsidiaries following the Closing), acknowledges and agrees that neither Purchaser nor any of its Affiliates is purchasing, acquiring, and except as expressly set forth in Section 7.11(b), is not licensing or otherwise obtaining, any right, title or interest in, any Marks, Internet domain names or social media handles employing or incorporating “BNP,” “Paribas,” “BNP Paribas,” any of the Marks identified on Section 7.11(a) of the Seller Disclosure Schedule, or any derivation, variation, combination, translation or adaptation of any of the foregoing, or any Internet domain name, social media handle or Mark confusingly similar thereto or embodying any of the foregoing, whether alone or in combination with any other words, name or Marks, in each case whether registered or unregistered (collectively, the “Parent Seller Marks”), and that to the extent the Surviving Bank or any of its Subsidiaries has any such rights, the Surviving Bank and its Subsidiaries hereby assign to Parent Seller all of its and their rights in any such Parent Seller Marks effective as of the Closing. After the Closing, at Parent Seller’s reasonable request, Purchaser shall and shall cause the Surviving Bank and its Subsidiaries to execute and deliver to Parent Seller documentation evidencing the foregoing assignment.

(b) Solely for a period not to exceed six (6) months immediately following the Closing Date (the “Phase-Out Period”), Parent Seller hereby grants to the Surviving Bank and its Subsidiaries a limited, royalty-free, non-sublicensable, non-transferrable, non-exclusive right to use and display the Parent Seller Marks set forth in Section 7.11(b) of the Seller Disclosure Schedule (the “Transitional Marks”), solely as such Transitional Marks already appear on existing signage displayed on properties operated by the Surviving Bank and its Subsidiaries as of the Closing Date. Purchaser shall, and shall cause the Surviving Bank and its Subsidiaries to,

(i) ensure that any and all goods and services provided in connection with such Transitional Marks (including any goods and services provided through any such properties that continue to display Transitional Marks) during the Phase-Out Period are of a quality that is at least consistent with the quality provided by Seller Bank and its Subsidiaries immediately prior to the Closing Date, and (ii) as soon as reasonably practicable, but in any case prior to the end of the Phase-Out Period, replace, obscure or destroy all materials (whether tangible or intangible) bearing or incorporating any Transitional Marks, and otherwise cease any and all further use and display of any Parent Seller Marks other than for nominal use or internal archival purposes, or as otherwise required by Law. Neither Purchaser nor any of its Affiliates shall, at any time, seek to register or apply for any registration of any Parent Seller Mark.

(c) Parent Seller, on behalf of itself and its Affiliates, acknowledges and agrees that neither Parent Seller nor any of its Affiliates will retain, except as expressly set forth in Section 7.11(d), any right, title or interest in, any Marks, Internet domain names or social media handles employing or incorporating “Bank of the West,” or any derivation, variation, combination, translation or adaptation thereof, or any Internet domain name, social media handle or Mark confusingly similar thereto, whether alone or in combination with any other words, name or Marks, in each case whether registered or unregistered (collectively, the “Seller Bank Marks”), and that to the extent the Parent Seller or any of its Subsidiaries have any such rights in any Seller Bank Marks, Parent Seller and its Subsidiaries hereby assign to the Surviving Bank all of its and their rights in any such Seller Bank Marks (other than any Seller Bank Marks that incorporate or embody any Parent Seller Marks) effective as of the Closing. After the Closing, at Purchaser’s reasonable request, Parent Seller shall and shall cause its Subsidiaries to execute and deliver to Purchaser documentation evidencing the foregoing assignment.

(d) Purchaser (on behalf of itself and its Affiliates) hereby grants to the Parent Seller and its Affiliates, during the Phase-Out Period, a limited, non-exclusive, non-transferable, non-sublicensable (except to service providers in connection with the provision of services to Parent Seller and its Affiliates), royalty-free license to use the Seller Bank Marks in the operation of the businesses of Parent Seller and its Affiliates as such Seller Bank Marks were used therein as of immediately prior to the Closing Date. Parent Seller shall, and shall cause its Affiliates to, (i) ensure that any and all goods and services provided in connection with such Seller Bank Marks (including any goods and services provided through any such properties that continue to display Seller Bank Marks) during the Phase-Out Period are of a quality that is at least consistent with the quality provided by Parent Seller and its Affiliates immediately prior to the Closing Date, and (ii) as soon as reasonably practicable, but in any case prior to the end of the Phase-Out Period, replace, obscure or destroy all materials (whether tangible or intangible) bearing or incorporating any Seller Bank Marks, and otherwise cease any and all further use and display of any Seller Bank Marks other than for nominal use or internal archival purposes, or as otherwise required by Law. Notwithstanding the foregoing, Parent Seller and its Affiliates may use the Seller Bank Marks at all times after Closing (x) as required by applicable Law; (y) subject to Section 7.6, in a neutral, non-trademark manner to describe the historical relationship between Seller Holdco and the Subsidiaries of Seller Holdco on the one hand, and Parent Seller and its Affiliates (other than Seller Holdco and the Subsidiaries of Seller Holdco) on the other hand, which reference is factually accurate; and (z) subject to Section 7.6, in historical legal documents and materials that are not visible to the public, in each case (i) through (iii), provided that Parent

Seller and its Affiliates shall not modify or edit the appearance of the Seller Bank Marks in connection with such uses.

Section 7.12 Intercompany Items. Unless otherwise agreed by the parties, prior to the Closing, Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank shall take, or cause to be taken, all such actions necessary so that (a) each Related Party Contract is terminated and (b) all outstanding Intercompany Receivables or Intercompany Payables shall have been settled or paid; provided, 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 7.13 Insurance. Following the Closing Date, Seller Holdco and its Subsidiaries, including Seller Bank, shall no longer be insured under any insurance policy of Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries, including Seller Bank).

Section 7.14 [Reserved]

Section 7.15 Release. At or prior to the Closing, subject to Section 7.12 and the provisions of the other Transaction Documents, as applicable, and any other Contract that may be entered into among the parties following the Closing, (a) Seller Holdco and its Subsidiaries shall execute releases acquitting, releasing and discharging Parent Seller and any of its Affiliates or Representatives (including the directors of Seller Holdco and Seller Bank) from any and all liabilities to Seller Holdco and its 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 10.1), and (b) Parent Seller shall execute releases acquitting, releasing and discharging Seller Holdco and its Subsidiaries and their respective Representatives from any and all liabilities to Parent Seller or its Affiliates (other than Seller Holdco and its 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 Parent Seller or any of its Affiliates (other than Seller Holdco and its Subsidiaries) is a party (x) under which Seller Holdco and its 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 Seller Holdco or any of its Subsidiaries, or any non-competition or non-solicitation covenants that purport to limit the freedom from and after the Closing of Seller Holdco and its 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 Seller Holdco and its Subsidiaries from and after the Closing in connection with the termination of such Contracts.

Section 7.16 Further Assurances. Before, at and after the Closing, consistent with the terms and conditions hereof, Parent Seller 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 7.17 D&O Indemnification and Insurance.

(a) Except with respect to any case involving Fraud, from and after the Effective Time, in the event of any 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 Seller Holdco or any of its Subsidiaries, including Seller Bank, or who is or was serving at the request of Seller Holdco or any of its Subsidiaries, including Seller Bank, 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 Seller Holdco or any of its Subsidiaries, including Seller Bank, 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 Surviving Bank shall, and Purchaser shall cause the Surviving 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 U.S. Such Persons shall reasonably cooperate with Purchaser, the Surviving Bank and their Subsidiaries in the defense of any such threatened or actual Action and none of Purchaser, the Surviving Bank or any of their Subsidiaries shall have any liability hereunder in respect of any compromise or settlement of any Action effected without the prior written consent of the Surviving Bank (which consent shall not be unreasonably withheld or delayed).

(b) Without limiting the indemnification and other rights provided in Section 7.17(a), all rights to indemnification and all limitations on Losses existing in favor of the directors, officers and employees of Seller Holdco and its Subsidiaries, including Seller Bank, 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 Seller Holdco or any of its Subsidiaries, including Seller Bank, shall continue in full force and effect to the fullest extent permitted by Law and shall be honored by the Surviving Bank and its Subsidiaries or their respective successors as if they were the indemnifying party thereunder, without any amendment thereto. To the extent not already in effect at Closing, as soon as practicable after Closing, Purchaser shall, and shall cause the Surviving 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 Seller Holdco or any of its Subsidiaries, including Seller Bank, 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 Seller Holdco and its Subsidiaries, including Seller Bank, 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 Purchaser or Surviving 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 Seller Holdco or Seller Bank for such insurance.

Section 7.18 Other Offers. None of Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank, or any Subsidiary of Seller Bank shall, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage any proposal of any other person relating to the acquisition of Seller Holdco Capital Stock or Seller Bank Capital Stock, or substantially all the assets, of Seller Holdco and its Subsidiaries (an “Acquisition Proposal”), or otherwise disclose any non-public information or afford access to the properties, books or records of Seller Holdco and its Subsidiaries to any person or entity who has indicated an intention to make or has made an Acquisition Proposal.

Section 7.19 [Reserved].

Section 7.20 Transition Matters. Parent Seller, Seller Intermediate Holding Company, Seller Holdco, Seller Bank, Purchaser and Purchaser Bank shall take the actions set forth on Section 7.20 of the Seller Disclosure Schedule.

Section 7.21 Pre-Closing Actions.

(a) Prior to the Closing, (i) Parent Seller shall, or shall cause an Affiliate of Parent Seller (other than Seller Holdco and its Subsidiaries, including Seller Bank) to, use reasonable best efforts to settle, pay and otherwise satisfy the indebtedness and other liabilities of Seller Holdco then outstanding and owing, in each case, without any continuing liability to Seller Holdco and its Subsidiaries, including Seller Bank, thereunder and (ii) Seller Holdco shall use its reasonable best efforts to distribute to Parent Seller or an Affiliate of Parent Seller (other than Seller Holdco and its Subsidiaries, including Seller Bank) any assets remaining in Seller Holdco other than the Seller Bank Capital Stock.

(b) Seller Holdco shall cause the directors, officers and any other employees of Seller Holdco to resign or otherwise be terminated effective as of the Closing Date, without any continuing liability to Seller Holdco or any of its Subsidiaries, including Seller Bank, thereunder.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1 Conditions to the Obligations of Purchaser, Purchaser Bank, Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank. 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) No Prohibitions. 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; and

(b) Required Approvals. All Requisite Regulatory Approvals shall have been obtained, and any applicable waiting periods relating thereto shall have expired or been terminated early.

Section 8.2 Conditions to the Obligations of Purchaser Bank and Purchaser. The obligation of Purchaser Bank and 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 Seller Fundamental Warranties shall be true and correct in all but *de minimis* respects on and as of (a) (1) the Original Signing Date (in the case of Seller Fundamental Warranties made by Parent Seller and Seller Bank) or (2) the Amended Signing Date (in the case of Seller Fundamental Warranties made by Seller Intermediate Holding Company and Seller Holdco) and (b) 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); and (ii) other than the Seller Fundamental Warranties, the representations and warranties of Seller Bank, Parent Seller, Seller Intermediate Holding Company and Seller Holdco contained in Article III and Article IV of this Agreement, respectively (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) Covenants. All the covenants and agreements required by this Agreement to be complied with and performed by Parent Seller, Seller Holdco, Seller Intermediate Holding Company or Seller Bank on or before the Closing Date shall have been duly complied with and performed in all material respects; and

(c) Officer’s Certificate. Purchaser Bank and Purchaser shall have received a certificate, signed by a duly authorized officer of each of Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank and dated the Closing Date, (i) certifying that the conditions set forth in Section 8.2(a) and Section 8.2(b) have been satisfied.

Section 8.3 Conditions to the Obligations of Parent Seller, Seller Holdco and Seller Bank. The obligations of Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank 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 Fundamental Warranties shall be true and correct in all but *de minimis* respects on and as of (a)(1) the Original Signing Date (in the case of Purchaser Fundamental Warranties made by Purchaser) or (2) the Amended Signing Date (in the case of Purchaser Fundamental Warranties made by Purchaser U.S. Holding Company) and (b) 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); and (ii) other than the Purchaser Fundamental Warranties, the representations and warranties of Purchaser Bank and Purchaser and Purchaser U.S. Holding Company contained in Article V and Article VI of this Agreement, respectively (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) Covenants. All the covenants and other agreements required by this Agreement to be complied with and performed by Purchaser Bank and Purchaser on or before the Closing Date shall have been duly complied with and performed in all material respects;

(c) Officer’s Certificate. Parent Seller, Seller Intermediate Holding Company, Seller Holdco and Seller Bank shall have received a certificate, signed by a duly authorized officer of Purchaser and dated the Closing Date, to the effect that the conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied.

ARTICLE IX TERMINATION

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of Purchaser and Parent Seller;

(b) by Purchaser or Parent Seller 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; provided, that, in the case of written notice by Purchaser, Purchaser has complied in all material respects with Section 7.3(a) and Section 7.3(c);

(c) by Purchaser or Parent Seller 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 9.1), the Outside Date may be extended, by giving written notice to the other party, for one three (3) month period in the event that the Requisite Regulatory Approvals have not yet been obtained;

(d) by Purchaser by giving written notice to Parent Seller, if either Parent Seller, Seller Intermediate Holding Company, Seller Holdco or Seller Bank 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 8.2 to not be satisfied, and such breach is not cured within forty-five (45) days following written notice of such breach to Parent Seller or cannot, by its nature, be cured prior to the Outside Date; provided that Purchaser, Purchaser U.S. Holding Company or Purchaser Bank is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement; or

(e) by Parent Seller by giving written notice to Purchaser, if Purchaser, Purchaser U.S. Holding Company or Purchaser Bank 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 8.3 to not be satisfied, and such breach is not cured within forty-five (45) days following written notice to Purchaser of such breach or cannot, by its nature, be cured prior to the Outside Date; provided that Parent Seller, Seller Intermediate Holding Company, Seller Holdco or Seller Bank is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement.

Section 9.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 9.1, this Agreement shall forthwith become void and have no effect, and none of Parent Seller, 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) Section 7.5 (Confidentiality) and Article X (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 Section 9.2, 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 X GENERAL PROVISIONS

Section 10.1 Survival of Representations and Warranties; Indemnification.

(a) The representations and warranties of the parties shall survive until the date that is eighteen (18) months following the Closing Date, provided that the Seller Fundamental Warranties and the Purchaser 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 7.9(j). Except as provided in Section 7.9(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 Section 10.1 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). Notwithstanding any other provision to the contrary, the indemnity set forth in Section 10.1(b)(v) shall terminate and be of no further force and effect following the expiration of the maximum statute of limitations permitted under the laws of the State of Delaware (taking into account any tolling periods or other extensions).

(b) Effective at and after the Closing and subject to the other provisions of this Section 10.1, Parent Seller hereby agrees to indemnify Purchaser and its Affiliates (including Seller Bank and its Subsidiaries) and their respective Representatives (collectively, the “Purchaser Indemnified Parties”) against and agrees to hold each of them harmless from, and reimburse any Purchaser Indemnified Party for, any and all Losses suffered by a Purchaser Indemnified Party as a result of or relating to:

(i) any breach of any Seller Fundamental Warranties or the certificate delivered at Closing in respect thereof pursuant to Section 8.2(c) replacing “Material Adverse Effect” with “in all material respects” or words of similar import as the context dictates;

(ii) any breach of any representation and warranty made by Seller Bank or Parent Seller, Seller Intermediate Holding Company or Seller Holdco set forth in this Agreement or the certificate delivered at Closing in respect thereof pursuant to Section 8.2(c) (other than the Seller Fundamental Warranties and the representations and warranties set forth in Section 3.15 (which matters are addressed in Section 7.9)) replacing “Material Adverse Effect” with “in all material respects” or words of similar import as the context dictates;

(iii) any breach, failure, nonfulfillment or default by Seller Bank, Parent Seller, Seller Intermediate Holding Company or Seller Holdco in the performance of or compliance with any of the covenants or agreements made or to be performed by Seller Bank, Parent Seller or Seller Holdco pursuant to this Agreement;

(iv) any Transaction Expenses to the extent not paid prior to the Closing Date or taken into account in the calculation of the Purchase Price; or

(v) the liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, on- or off balance sheet, or otherwise of Seller Holdco (for the avoidance of doubt, excluding Seller Bank and its Subsidiaries) arising out of or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever prior to the Closing, except to the extent taken into account in calculating the Purchase Price (through the determination of Closing Seller Holdco Net Assets).

Notwithstanding any other provision to the contrary, Parent Seller 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 10.1(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 \$1,000,000 (nor shall any such claim (or series of claims arising from similar or related underlying facts, events or circumstances) that does not meet such \$1,000,000 threshold be applied to or considered for purposes of calculating the aggregate amount of the Purchaser Indemnified Parties' Losses for which Parent Seller has responsibility under Section 10.1(b)(ii)), and (B) until the aggregate amount of the Purchaser Indemnified Parties' Losses exceeds \$175,000,000 (such amount, the "Basket"), after which Parent Seller shall be obligated for all such Losses of the Purchaser Indemnified Parties in excess of the amount of the Basket.

Notwithstanding any other provision to the contrary, the cumulative aggregate indemnification obligation of Parent Seller under Section 10.1(b)(ii) shall not exceed \$1,550,000,000 (the "Cap"), and the cumulative aggregate indemnification obligation of Parent Seller under Section 10.1(b)(i) and Section 10.1(b)(ii) shall not exceed the Purchase Price, 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 Section 10.1, Purchaser hereby indemnifies Parent Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnified Parties") 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 of any Purchaser Fundamental Warranty or the certificate delivered at Closing in respect thereof pursuant to Section 8.3(c) replacing "Material Adverse Effect" with "in all material respects" or words of similar import as the context dictates;

(ii) any breach of any representation and warranty made by Purchaser Bank or Purchaser set forth in this Agreement or the certificate delivered at Closing in respect thereof pursuant to Section 8.3(c) (other than the Purchaser Fundamental Warranties) replacing "Material Adverse Effect" with "in all material respects" or words of similar import as the context dictates; or

(iii) any breach, failure, nonfulfillment or default by Purchaser Bank or Purchaser in the performance of or compliance with any of the covenants or agreements made or to be performed by Purchaser Bank or 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 10.1(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 \$1,000,000 (nor, subject to the foregoing, shall any such item that does not meet such \$1,000,000 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 10.1(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.

Notwithstanding any other provision to the contrary, the cumulative aggregate indemnification obligation of Purchaser under Section 10.1(c)(ii) shall not exceed the Cap, and the cumulative aggregate indemnification obligation of Purchaser under Section 10.1(c)(i) and Section 10.1(c)(ii) shall not exceed the Purchase Price, 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 10.1, such Indemnified Party shall assert its claim for indemnification by giving written notice thereof (a "Claim Notice") to Parent Seller (if indemnification is sought from Parent Seller) 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 10.1 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)-(iii), to the extent then known or reasonably ascertainable).

(e) If any claim or demand by an Indemnified Party under this Section 10.1 relates to an action or claim filed or made against an Indemnified Party by a Third Party, the Indemnifying Party may, at its option, assume and control the defense of such action or claim (including, subject to the remainder of this Section 10.1(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), if the Indemnifying Party elects to assume such defense within thirty (30) days of the Claim Notice; provided, however, that an Indemnifying Party shall not have the right to assume and control the defense of any action or claim (i) brought by, or on behalf of, a Governmental Authority having jurisdiction over the Indemnified Party or (ii) in which the imposition of an injunction that would restrict the future activity or conduct of the Indemnified Party or any of its Affiliates in any non-de minimis manner or other non-monetary relief is sought against the Indemnified Party or its Affiliates. The parties shall cooperate in the defense of such action or claim, and, unless and until the Indemnifying Party shall have so assumed the defense of such action or claim, the reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees of not more than one law firm, plus local counsel) 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 action or 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 action or claim pursuant to this Section 10.1(e) or shall have failed within thirty (30) days after receipt of a Claim Notice in respect of such action or claim to assume the defense of such action or claim or to notify the Indemnified Party in writing that it will assume the defense of such action or claim; (ii) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party at the Indemnifying Party's expense; or (iii) the Indemnified Party shall have received written advice from outside counsel that there is or may 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.

(f) 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 (which consent shall not be unreasonably withheld or delayed), but 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 10.1. If the Indemnifying Party shall assume the defense of any claim in accordance with the provisions of this Section 10.1, 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, Seller Bank shall take and shall cause their Affiliates to use commercially reasonable efforts to mitigate any Loss for which any of them could be entitled to indemnification under this Section 10.1 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) Any Indemnified Party shall use reasonable best efforts to recover any Losses from insurance policies or other sources. The amount which the Indemnifying Party is or may be required to pay to any Indemnified Party pursuant to this Section 10.1 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 10.1, 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 in connection with a Third Party claim to the extent awarded by a final and nonappealable judgment to the relevant Third Party by a court of competent jurisdiction, (ii) the Indemnified Party or any of its Affiliates be entitled to recover from the Indemnifying Party under this Section 10.1 more than once in respect of the same Loss, (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 or (iv) the Indemnifying Party have any liability to the Indemnified Party or any of its Affiliates for any Losses that are caused by or arise out of changes in Law or accounting rules.

(j) Effective at and after the Closing, the indemnification provided in this Section 10.1 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 10.6, (ii) with respect to Taxes (the indemnification for which shall be governed exclusively by Section 7.9(a)), or (iii) as otherwise expressly provided in this Agreement.

(k) Notwithstanding anything contained herein to the contrary, Parent Seller shall not have any liability for any Loss under Section 10.1(b)(ii) to the extent that Purchaser or Purchaser Bank had actual knowledge at or before the Original Signing Date (in the case of representations and warranties by Seller Bank or Parent Seller) or the Amended Signing Date (in the case of representations and warranties by Seller Holdco or Seller Intermediate Holding Company), as a result of any items set forth in the Seller Disclosure Schedule or documents that have been posted at least twenty-four (24) hours prior to the Original Signing Date (in the case of

representations and warranties by Seller Bank or Parent Seller) or the Amended Signing Date (in the case of representations and warranties by Seller Holdco or Seller Intermediate Holding Company) in the electronic data room hosted by Intralinks, Inc. (for the avoidance of doubt, without taking into consideration the redacted portions of any such documents), of particular facts which would be reasonably expected, on the face thereof, to result in the applicable breach and related Loss.

Section 10.2 Waiver; Amendment. 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 10.3 No Third-Party Beneficiaries. Except as provided in Section 7.17 and Section 10.1 or the comparable provisions of any other Transaction Documents, as applicable, there shall be no third-party beneficiaries of this Agreement, any other Transaction Document or any exhibit, annex or schedule hereto or thereto, and none of them shall confer on any Person other than the parties hereto and thereto any claim, cause of action, right or remedy.

Section 10.4 Entire Agreement. The Transaction Documents and the Confidentiality Agreement 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 10.5 Assignment. 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 10.6 Specific Performance. 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 Section 7.5, 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 10.7 Counterparts. 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 10.8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, or otherwise, (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 10.8, a copy of such notice shall be sent via email to the addresses of the recipient parties below.

If to Parent Seller, to:

Parent Seller
12 Rue Chauchat 75450
Paris Cedex 09 France
Attention: Georges Dirani
Louis-Philippe Vasconcelos

Email: georges.dirani@bnpparibas.com
louis-philippe.vasconcelos@bnpparibas.com

with a copy to (which shall not constitute notice):
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: H. Rodgin Cohen
Mitchell S. Eitel
Jared M. Fishman

Email: Cohenhr@sullcrom.com
Eitelm@sullcrom.com
Fishmanj@sullcrom.com

If to Purchaser, to:

Purchaser
111 W Monroe St
Chicago Illinois 60603
Attention: Donna Parish
Stephen R. Taylor

Email: Donna.Parish@bmo.com
Stephen.Taylor@bmo.com

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy
Nicholas G. Demmo
Facsimile: +1 (212) 403-2207
+1 (212) 403-2381
Email: EDHerlihy@wlrk.com
NGDemmo@wlrk.com

Section 10.9 Provisions Separable.

(a) The provisions of this Agreement shall be 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 7.7 and Section 7.8 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 7.7 or Section 7.8 is held invalid or unenforceable, the remaining provisions of Section 7.7 and Section 7.8 will remain in full force and effect to the maximum extent permitted by Law.

Section 10.10 Parties in Interest. 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 Section 7.17, 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 10.11 Expenses. 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 Seller Holdco and any of its Subsidiaries shall be the responsibility of Parent Seller).

Section 10.12 Deadlines. 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 10.13 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 10.14 Governing Law; Consent to Jurisdiction. The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to any conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any other jurisdiction other than the State of New York. 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 (OTHER THAN THE CONFIDENTIALITY AGREEMENT), 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 10.8 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.

BNP PARIBAS S.A.

By:  DocuSigned by:
Name: Michel Vial
Title: Head of Group Development Mergers & Acquisitions

BNP PARIBAS S.A.

By:  DocuSigned by:
Name: Xavier Domec
Title: Group Development Mergers & Acquisitions

BNP PARIBAS USA, INC.

By: _____
Name:
Title:

BANCWEST HOLDING INC.

By: _____
Name:
Title:

BANK OF THE WEST

By: _____
Name:
Title:

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

BNP PARIBAS S.A.

By: _____

Name:

Title:

BNP PARIBAS S.A.

By: _____

Name:

Title:

BNP PARIBAS USA, INC.

By: 

Name: Jean-Yves Fillion

Title: Chief Executive Officer

BANCWEST HOLDING INC.

By: _____

Name: Nandita Bakhshi

Title: Chief Executive Officer and President

BANK OF THE WEST

By: _____

Name: Nandita Bakhshi

Title: Chief Executive Officer and President

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

BNP PARIBAS S.A.

By: _____

Name:
Title:

BNP PARIBAS S.A.

By: _____

Name:
Title:

BNP PARIBAS USA, INC.

By: _____

Name: Jean-Yves Fillion
Title: Chief Executive Officer

BANCWEST HOLDING INC.

By: _____

Name: Nandita Bakhshi
Title: Chief Executive Officer and President


BANK OF THE WEST

By: _____

Name: Nandita Bakhshi
Title: Chief Executive Officer and President

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

BANK OF MONTREAL

By: 
Name:
Title:

BMO FINANCIAL CORP.

By: _____
Name:
Title:

BMO HARRIS BANK N.A.

By: _____
Name:
Title:

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

BANK OF MONTREAL

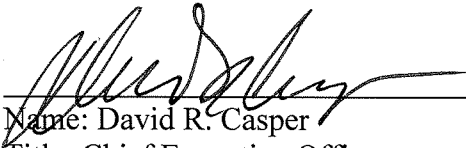
By:

Name:

Title:

BMO FINANCIAL CORP.

By:

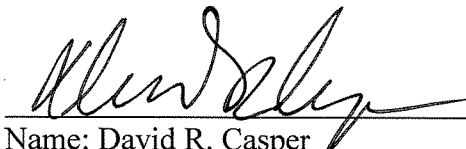


Name: David R. Casper

Title: Chief Executive Officer

BMO HARRIS BANK N.A.

By:



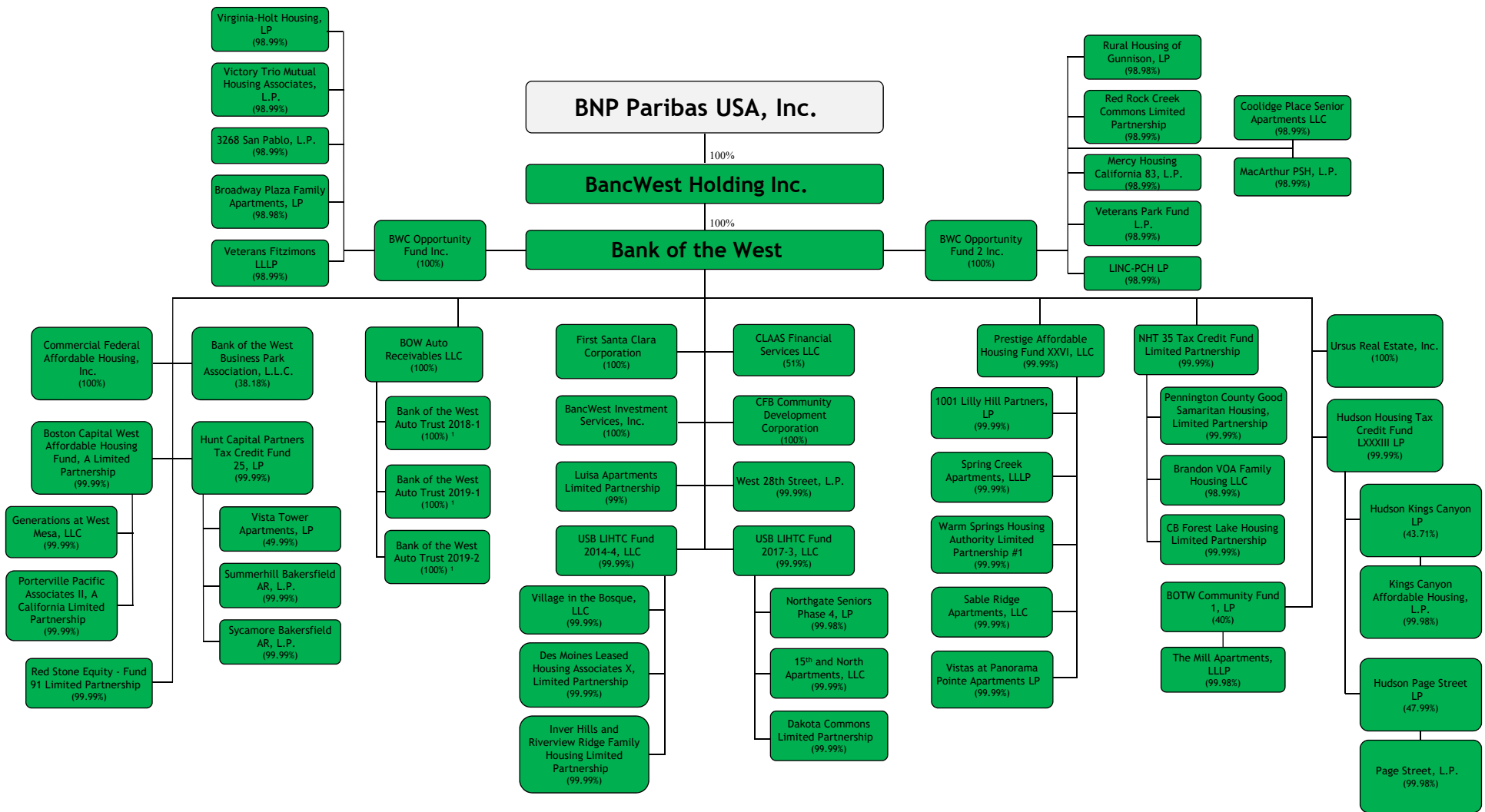
Name: David R. Casper

Title: President and Chief Executive Officer

ANNEX A

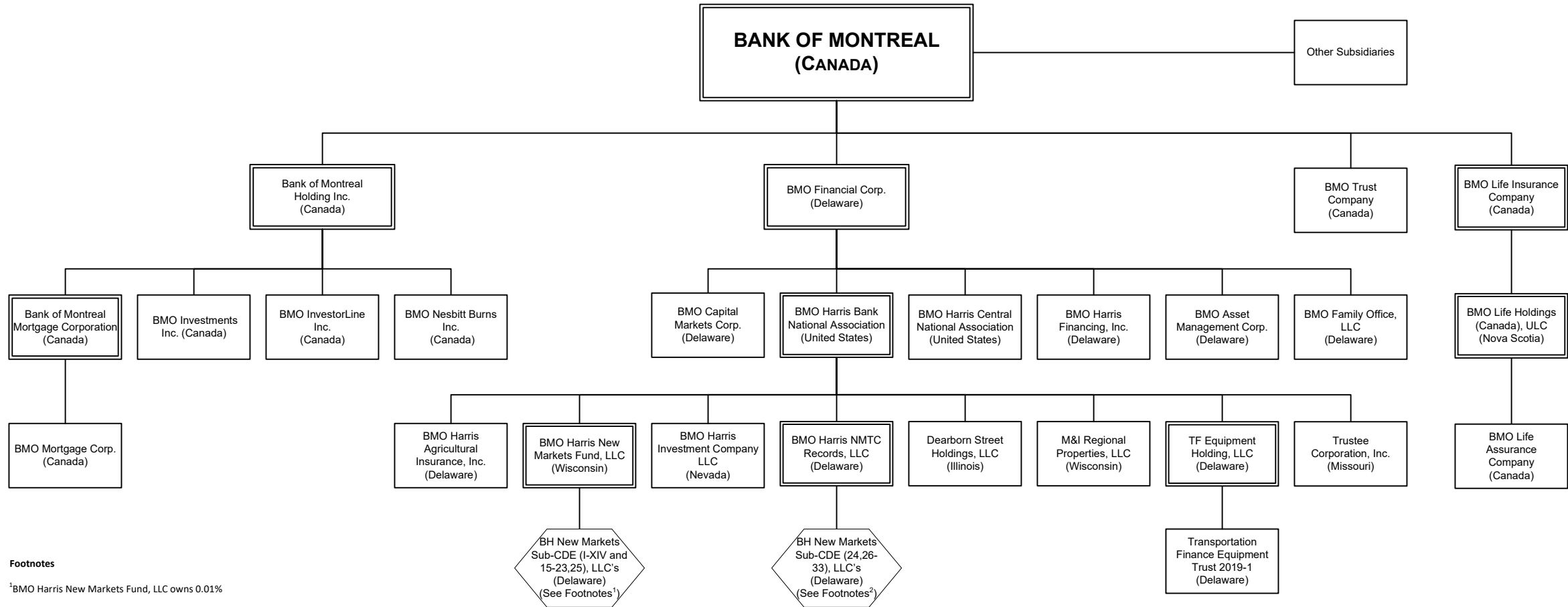
Requisite Regulatory Approvals

1. U.S. and Canadian bank regulatory approvals or non-objection notices in respect of the Stock Sale and the Bank Merger, including from the:
 - a. California Department of Financial Protection and Innovation
 - b. Federal Reserve
 - c. OCC
 - d. Office of the Superintendent of Financial Institutions, and, if applicable, the Minister of Finance in Canada
2. The approval or non-objections in respect of a change of control of Seller Investment Services, including from FINRA.
3. If and as applicable, with respect to Seller Investment Services, any filings required to comply with state and insurance securities authorities, including any required filing with the Texas Department of Insurance pursuant to the Texas Insurance Code, and approval or waiver of any such filings.
4. U.S. and non-U.S. approvals or non-objections, if and as applicable in the determination of any party to the Agreement (in consultation with the other parties to the Agreement), with respect to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, the *Competition Act* (Canada) and similar competition laws of other jurisdictions.



¹ Variable Interest Entities.

Bank of Montreal Significant Subsidiaries



Footnotes

¹BMO Harris New Markets Fund, LLC owns 0.01%

- BH New Markets Sub-CDE I, LLC
- BH New Markets Sub-CDE II, LLC
- BH New Markets Sub-CDE III, LLC
- BH New Markets Sub-CDE IV, LLC
- BH New Markets Sub-CDE V, LLC
- BH New Markets Sub-CDE VI, LLC
- BH New Markets Sub-CDE VII, LLC
- BH New Markets Sub-CDE VIII, LLC
- BH New Markets Sub-CDE IX, LLC
- BH New Markets Sub-CDE X, LLC
- BH New Markets Sub-CDE XI, LLC
- BH New Markets Sub-CDE XII, LLC
- BH New Markets Sub-CDE XIII, LLC
- BH New Markets Sub-CDE XIV, LLC
- BH New Markets Sub-CDE 15, LLC
- BH New Markets Sub-CDE 16, LLC
- BH New Markets Sub-CDE 17, LLC
- BH New Markets Sub-CDE 18, LLC
- BH New Markets Sub-CDE 19, LLC
- BH New Markets Sub-CDE 20, LLC
- BH New Markets Sub-CDE 21, LLC
- BH New Markets Sub-CDE 22, LLC
- BH New Markets Sub-CDE 23, LLC
- BH New Markets Sub-CDE 25, LLC

²BMO Harris NMTC Records, LLC owns 99.99% and BMO Harris New Markets Fund, LLC owns 0.001%

- BH New Markets Sub-CDE 24, LLC
- BH New Markets Sub-CDE 26, LLC
- BH New Markets Sub-CDE 27, LLC
- BH New Markets Sub-CDE 28, LLC
- BH New Markets Sub-CDE 29, LLC
- BH New Markets Sub-CDE 30, LLC
- BH New Markets Sub-CDE 31, LLC
- BH New Markets Sub-CDE 32, LLC
- BH New Markets Sub-CDE 33, LLC

**BANK OF MONTREAL
CERTIFICATE**

Extract from the Minutes of a Meeting of the Bank of Montreal Board of Directors, held in Toronto, Ontario, on December 16, 2021.

PROJECT HORACE APPROVAL


- A. Subject to the approval of the Board Chair and the Chief Executive Officer in accordance with the terms of these resolutions, Bank of Montreal (“BMO”) and BMO Harris Bank N.A., a United States national bank (“BHB”) propose to enter into a transaction agreement (the “Transaction Agreement”) substantially on the terms presented to the Board of Directors (the “Board”) pursuant to which all the outstanding shares of capital stock of Bank of the West, a California state-chartered bank (“Seller Bank”) an indirect, wholly-owned subsidiary of BNP Paribas S.A., a société anonyme organized under the laws of The Republic of France (“Seller”) will be acquired, directly or indirectly (the “Transaction”), for cash consideration in an amount as presented by Management to the Board on the date hereof and as will be definitively determined by the Board Chair and the Chief Executive Officer in accordance with the terms of these resolutions (the “Transaction Consideration”).
- B. At this meeting and prior meetings, the Board has reviewed and discussed with BMO’s Management and with BMO’s financial and legal advisors the terms of the Transaction Agreement and the transactions contemplated thereby, including, without limitation, the Transaction, the regulatory approval process and the potential impact of the Transaction on BMO’s business and capital levels, and Management’s recommendation that, in its opinion, the Transaction Agreement and the other transactions contemplated thereby (including, without limitation, the Transaction) are advisable and in the best interests of BMO.

Upon motion duly made, seconded and carried,

IT WAS RESOLVED THAT:

Approval of the Transaction Agreement and the Transaction

1. After careful consideration of the terms and conditions of the Transaction, as described above, including consulting with and receiving advice from BMO’s financial and legal advisors, and subject to the final approval of the Board Chair and the Chief Executive Officer in accordance with the terms of these resolutions, the Board hereby determines that the Transaction Agreement and the transactions contemplated thereby (including, without limitation, the Transaction) are advisable and in the best interests of BMO and declares it advisable to enter into the Transaction Agreement.
2. The Board Chair and the Chief Executive Officer are delegated the authority to (i) determine the definitive amount of the Transaction Consideration, provided that the Transaction Consideration shall not exceed the amount presented by Management to the Board on the date hereof; and (ii) approve the entering into and performance by BMO of its obligations under the Transaction Agreement [REDACTED]

- 
3. Each of the Chief Executive Officer, the Chief Financial Officer and the General Counsel of BMO and any other person or persons designated by any of the foregoing (each, an "Authorized Officer") are authorized and directed, for and on behalf of BMO, to negotiate and finalize the Transaction Agreement.
 4. Subject to the conditions set out in paragraph 2 above, the Chief Executive Officer is authorized to execute and deliver the Transaction Agreement, substantially on the terms presented to the Board, with such additions, deletions, amendments and other changes as the Board Chair and the Chief Executive Officer shall approve. The execution and delivery of the Transaction Agreement by the Chief Executive Officer is to be deemed conclusive evidence that the Board has approved the Transaction Agreement as executed.

Regulatory and Securities Filings

5. Any Authorized Officer is authorized and directed, on behalf of and in the name of BMO, to prepare, sign and file, or cause to be filed, with any applicable federal, provincial, state, local or foreign country regulatory or supervisory body, and all appropriate provincial, state, local, federal or foreign securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including, without limitation, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Office of the Superintendent of Financial Institutions, the Minister of Finance of Canada, the California Department of Business Oversight, the Canadian Securities Administrators, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, Inc., the Toronto Stock Exchange, the New York Stock Exchange and all other third parties, all applications, filings (including regulatory and securities filings), requests for approval, consents, waivers, interpretations, or other determinations, notices and other information and documents, and any modifications or supplements thereto, as may be necessary or appropriate in connection with the Transaction Agreement and the transactions contemplated thereby (including, without limitation, the Transaction), together with all agreements and other information and documents required or appropriate, and any publications required in connection therewith, the taking of any such action to be deemed conclusive evidence that the Board has authorized such action.
6. Without limiting the foregoing, any Authorized Officer is authorized and directed, in the name and on behalf of BMO, to prepare, or assist others in preparing, all documentation, to effect all filings and notices and to seek and obtain all permits, consents, waivers, approvals and authorizations of all third parties, including, without limitation, all governmental, regulatory and self-regulatory authorities, necessary to consummate the transactions contemplated by the Transaction Agreement (including, without limitation, the Transaction) to execute personally or by attorney-in-fact any such required filings or amendments or supplements to any of the foregoing, and to cause any such required filings and any amendments thereto to become effective or otherwise approved, the taking

of any such action to be deemed conclusive evidence that the Board has authorized such action.

Approval of Ancillary Agreements

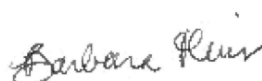
7. Any Authorized Officer is authorized to negotiate, finalize and approve such other ancillary agreements related to the Transaction as are in the judgment of such Authorized Officer necessary or appropriate to effect the Transaction, and such Authorized Officer is hereby authorized and directed to execute and deliver all ancillary agreements in the name of and on behalf of BMO as any such Authorized Officer deems necessary or appropriate to effect the Transaction, and that BMO is authorized to pay any and all expenses and fees arising in connection therewith, the execution and delivery of any such ancillary agreements by such Authorized Officer to be deemed conclusive evidence that the same have been authorized and approved by the Board.

Additional Actions

8. Any Authorized Officer is authorized, empowered and directed, for and on behalf of BMO, to execute and deliver or cause to be executed and delivered any and all agreements, amendments, certificates, reports, applications, notices, letters, opinions, instruments or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such Authorized Officer, may be necessary, appropriate or desirable in order to enable BMO to fully and promptly carry out the provisions of the Transaction Agreement and the transactions contemplated thereby (including, without limitation, the Transaction) and the purpose and intent of these resolutions, and any such action taken or any agreement, amendment, certificate, report, application, notice, letter, opinion, instrument or other document executed and delivered by any of them in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same.
9. All actions previously taken by any of the directors, officers, representatives or agents of BMO in connection with the Transaction Agreement, the Transaction and the other transactions contemplated in the Transaction Agreement or otherwise referred to in these resolutions be, and each of the same hereby is, ratified, confirmed and approved in all respects as the act and deed of BMO.

I hereby certify the foregoing to be a true copy of a resolution enacted by the Board of Directors of the Bank of Montreal on December 16, 2021, and that the said resolution is in full force and effect and unamended at the date hereof.

Dated this 14th day of January, 2022



Barbara Muir
Corporate Secretary
Bank of Montreal

SECRETARY'S CERTIFICATE

I, Colleen Hennessy, do hereby certify that (i) I am the duly elected and qualified Secretary of BMO Financial Corp. ("BFC") and BMO Harris Bank National Association ("BHB") and (ii) the resolutions attached hereto as Exhibit A were duly adopted and approved at a joint meeting of the Boards of Directors of BFC and BHB held on December 16, 2021 at which a quorum was present.

IN WITNESS HEREOF, I have hereunto signed my name this 10th day of January 2022.

A handwritten signature in cursive script that reads "Colleen M. Hennessy". The signature is written in black ink and is positioned above a horizontal line.

Colleen M. Hennessy

EXHIBIT A

RECITALS:

- A. BMO Harris Bank N.A., a national bank organized under the laws of the United States (“BHB”), and a wholly-owned subsidiary of BMO Financial Corp. (“BFC”), proposes to enter into an Agreement and Plan of Merger (the “Merger Agreement”), substantially on the terms presented to the Boards, by and among BHB, Bank of Montreal, a Canadian chartered bank (“BMO”), BNP Paribas S.A., a société anonyme organized under the laws of The Republic of France (“Seller”) and Bank of the West, a California state-chartered bank and an indirect, wholly-owned subsidiary of Seller (“Seller Bank”).
- B. On December 16, 2021, the board of directors of BMO (the “BMO Board”) approved the entering into and performance by BMO of its obligations under the Merger Agreement, subject to the conditions set forth in the resolutions of the BMO Board.
- C. The Merger Agreement provides for, among other things, subject to the conditions and limitations set forth therein and on the terms thereof, (a) the merger of Seller Bank with and into BHB (the “Merger”), with BHB continuing as the surviving bank in the Merger, and (b) the conversion at the effective time of the Merger of the outstanding shares of capital stock of Seller Bank into the right to receive the cash merger consideration substantially as presented to the Boards, with the final amount to be definitively determined by the Board Chair and the Chief Executive Officer of BMO pursuant to authority delegated to them by the BMO Board.
- D. At this meeting, the boards of directors of BHB (the “BHB Board”) and BFC (collectively, the “Boards”) have reviewed and discussed the terms of the Merger Agreement and the transactions contemplated thereby, including, without limitation, the Merger, and considering such terms and such other factors as the Boards consider pertinent, have determined that the Merger Agreement, the Merger and the other transactions contemplated thereby are advisable and in the best interests of BFC and BHB.

RESOLVED THAT:

Approval of the Merger Agreement and the Merger

1. After careful consideration of the terms and conditions of the Merger, as described above, each of the Boards hereby (a) determines that the Merger Agreement and the transactions contemplated thereby (including, without limitation, the Merger) are advisable and fair to and in the best interests of BFC and BHB and declare it advisable to enter into the Merger Agreement, and (b) adopts and approves the Merger Agreement and the transactions contemplated thereby (including, without limitation, the Merger) with the foregoing adoption and approval to be deemed to constitute, without limitation, the requisite adoption and approval of the Boards for all purposes, including the applicable provisions of the articles of association of BHB, the bylaws of BHB, and the laws, regulations, and rules of the United States of America (including, without limitation, Chapter 2 of Title 12 of the United States Code and the rules and regulations promulgated thereunder).

2. Each of the Chief Executive Officer, the Chief Financial Officer and the General Counsel of BHB and any other person or persons designated by any of the foregoing (each, along with each of the same officers of BFC, as applicable, an “Authorized Officer”) is authorized and directed, for and on behalf of BHB, to negotiate and finalize the Merger Agreement.
3. Each of the Chief Executive Officer, the Chief Financial Officer and any Executive Vice President of BHB, and any one of them, is authorized to execute and deliver the Merger Agreement, substantially on the terms presented to the BHB Board, with such additions, deletions, amendments and other changes as any Authorized Officer of BHB shall approve, the execution and delivery of the Merger Agreement by any such officer of BHB to be deemed conclusive evidence that BHB and the BHB Board have adopted and approved the Merger Agreement as executed.

Submission to Shareholder

4. The BHB Board hereby recommends that the Merger Agreement be approved by BFC in its capacity as the sole shareholder of BHB.

Regulatory and Securities Filings

5. Any proper officer or employee of BFC or BHB, as applicable, is authorized and directed, on behalf of and in the name of BFC or BHB, as applicable, to prepare, sign and file, or cause to be filed, with any applicable federal, provincial, state, local or foreign country regulatory or supervisory body, and all appropriate provincial, state, local, federal or foreign securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including, without limitation, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Office of the Superintendent of Financial Institutions, the Minister of Finance of Canada, the California Department of Business Oversight, the Canadian Securities Administrators, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, Inc., the Toronto Stock Exchange, the New York Stock Exchange and all other third parties, all applications, filings (including regulatory and securities filings), requests for approval, consents, waivers, interpretations, or other determinations, notices and other information and documents, and any modifications or supplements thereto, as may be necessary or appropriate in connection with the Merger Agreement and the transactions contemplated thereby (including, without limitation, the Merger), together with all agreements and other information and documents required or appropriate, and any publications required in connection therewith, the taking of any such action to be deemed conclusive evidence that each of the Boards of BFC and BHB, as applicable, has authorized such action.
6. Without limiting the foregoing, any proper officer or employee of BFC or BHB, as applicable, is authorized and directed, in the name and on behalf of BFC or BHB as applicable, to prepare, or assist others in preparing, all documentation, to effect all filings and notices and to seek and obtain all permits, consents, waivers, approvals and authorizations of all third parties, including, without limitation, all governmental, regulatory and self-regulatory authorities, necessary to consummate the transactions contemplated by the Merger Agreement (including, without limitation, the Merger) to execute personally or by attorney-in-fact any such required filings or amendments or supplements to any of the foregoing, and to cause any such required filings and any

amendments thereto to become effective or otherwise approved, the taking of any such action to be deemed conclusive evidence that each of the Boards of BFC and BHB, as applicable, has authorized such action.

Approval of Ancillary Agreements

7. Any proper officer or employee of BFC or BHB, as applicable, is authorized to negotiate, finalize and approve such other ancillary agreements related to the Merger as are in the judgment of such person necessary or appropriate to effect the Merger, and any such person is hereby authorized and directed to execute and deliver any such ancillary agreements in the name of and on behalf of BFC or BHB as applicable as any such person deems necessary or appropriate to effect the Merger, and BFC and BHB are authorized to pay any and all expenses and fees arising in connection therewith, the execution and delivery of any such ancillary agreements by such person to be deemed conclusive evidence that the same have been authorized and approved by each of the Boards of BFC and BHB, as applicable.

Additional Actions

8. Any proper officer or employee of BFC or BHB, as applicable, is authorized, empowered and directed, for and on behalf of BFC or BHB, as applicable, to execute and deliver or cause to be executed and delivered any and all agreements, amendments, certificates, reports, applications, notices, letters, opinions, instruments or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate or desirable in order to enable BFC and/or BHB as applicable, to fully and promptly carry out the provisions of the Merger Agreement and the transactions contemplated thereby (including, without limitation, the Merger) and the purpose and intent of these resolutions and any such action taken or any agreement, amendment, certificate, report, application, notice, letter, opinion, instrument or other document executed and delivered by any of them in connection with any such action shall be conclusive evidence of such person's authority to take, execute and deliver the same.
9. All actions previously taken by any of the directors, officers, representatives or agents of BFC or BHB, in connection with the Merger Agreement, the Merger and the transactions contemplated in the Merger Agreement or otherwise referred to in these resolutions be, and each of the same hereby is, ratified, confirmed and approved in all respects as the act and deed of BFC and BHB, as applicable.

**WRITTEN CONSENT
OF THE SOLE SHAREHOLDER OF BMO HARRIS BANK N.A.
IN LIEU OF SPECIAL MEETING**

December 18, 2021

The undersigned (the "Sole Shareholder"), being the sole shareholder of BMO Harris Bank N.A., a national banking association (the "Bank"), hereby waives any and all requirements of notice of a meeting of the sole shareholder of the Bank and any other notices that may be required by law, the Bank's bylaws or otherwise, and consents to the adoption of the following resolutions in lieu of holding a special meeting of the shareholder of the Bank:


WHEREAS, the Board of Directors of the Bank adopted that certain Agreement and Plan of Merger (the "Merger Agreement"), by and among the Bank, Bank of Montreal, a Canadian chartered bank, BNP Paribas S.A., a société anonyme organized under the laws of The Republic of France ("Seller") and Bank of the West, a California state-chartered bank and an indirect, wholly-owned subsidiary of Seller ("Seller Bank"), which provides for, among other things, subject to the conditions and limitations set forth therein and on the terms thereof, the merger of Seller Bank with and into the Bank, with the Bank continuing as the surviving entity (the "Merger"); and


WHEREAS, the Board of Directors of the Bank has submitted the Merger Agreement to the Sole Shareholder for approval and recommended that the Sole Shareholder approve the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Merger Agreement, and the consummation of the transactions contemplated thereby, including the Merger, be, and hereby is, approved.

IN WITNESS WHEREOF, the Sole Shareholder has executed this written consent as of the date first set forth above.

BMO FINANCIAL CORP.

By:  _____
Name: David R. Casper
Title: Chief Executive Officer

By:  _____
Name: Colleen M. Hennessy
Title: Corporate Secretary

**WRITTEN CONSENT
OF THE SOLE STOCKHOLDER OF BMO FINANCIAL CORP.
IN LIEU OF SPECIAL MEETING**

January 12, 2022

The undersigned (the “Sole Stockholder”), being the sole stockholder of BMO Financial Corp., a Delaware corporation and financial holding company (“BFC”), hereby waives any and all requirements of notice of a meeting of the sole stockholder of BFC and any other notices that may be required by law, BFC’s bylaws or otherwise, and consents to the adoption of the following resolutions in lieu of holding a special meeting of the stockholder of BFC:


WHEREAS, the Board of Directors of BFC adopted that certain First Amended and Restated Purchase Agreement (the “Purchase Agreement”), by and among BFC, BMO Harris Bank N.A., a national banking association, Bank of Montreal, a Canadian chartered bank, BNP Paribas S.A., a société anonyme organized under the laws of The Republic of France (“Seller”), BNP Paribas USA, Inc., a Delaware corporation and financial holding company and a direct wholly-owned subsidiary of Seller (“Seller Intermediate Holding Company”), BancWest Holding Inc., a Delaware corporation and financial holding company and direct wholly-owned subsidiary of Seller Intermediate Holding Company (“Seller Holdco”), and Bank of the West, a California state-chartered bank and a direct, wholly-owned subsidiary of Seller Holdco, which provides for, among other things, subject to the conditions and limitations set forth therein and on the terms thereof, the merger of Seller Holdco with and into BFC, with BFC continuing as the surviving entity (the “Holdco Merger”); and

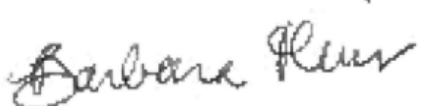
WHEREAS, the Board of Directors of BFC has submitted the Purchase Agreement to the Sole Stockholder for approval and recommended that the Sole Stockholder approve the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Purchase Agreement, and the consummation of the transactions contemplated thereby, including the Holdco Merger, be, and hereby is, approved.

IN WITNESS WHEREOF, the Sole Stockholder has executed this written consent as of the date first set forth above.

BANK OF MONTREAL

By: 
Name: Darryl White
Title: Chief Executive Officer


By: _____
Name: Barbara Muir
Title: Corporate Secretary

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
(THE "BOARD")
OF
BMO FINANCIAL CORP.**

DATED AS OF JANUARY 12, 2022

The undersigned, being all of the directors of BMO Financial Corp., a Delaware corporation and financial holding company ("BFC"), do hereby consent without a meeting, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the following resolutions:

WHEREAS, on December 18, 2021, Bank of Montreal, a Canadian chartered bank ("BMO"), BMO Harris Bank N.A., a national bank organized under the laws of the United States ("BHB"), BNP Paribas S.A., a société anonyme organized under the laws of The Republic of France ("Parent Seller"), BancWest Holding Inc., a Delaware corporation and financial holding company and indirect wholly owned subsidiary of Parent Seller ("Seller Holdco") and Bank of the West, a California state-chartered bank and a direct, wholly-owned subsidiary of Seller Holdco ("Seller Bank" and together with BMO, BHB and Seller Holdco, the "Original Parties"), entered into the Share Purchase Agreement (the "Original Share Purchase Agreement"), which provides for, among other things, the acquisition by BMO of the capital stock of Seller Bank for cash consideration.

WHEREAS, Section 7.19 of the Original Share Purchase Agreement permits the parties thereto to modify the manner of completing the transactions contemplated by the Original Share Purchase Agreement to a sale of the capital stock of Seller Holdco instead of a sale of the capital stock of Seller Bank, subject to certain terms and conditions set forth therein.

WHEREAS, the Original Parties mutually desire to amend and restate the Original Share Purchase Agreement to provide for, among other things, the sale of the capital stock of Seller Holdco to BFC.

WHEREAS, BFC proposes to enter into that certain First Amended and Restated Share Purchase Agreement (the "A&R Share Purchase Agreement"), substantially on the terms presented to the Board, by and among the Original Parties, BFC and BNP Paribas USA, Inc., a Delaware corporation and financial holding company and direct wholly-owned subsidiary of Parent Seller.

WHEREAS, the A&R Share Purchase Agreement provides for, among other things, subject to the conditions and limitations set forth therein and on the terms thereof, (a) the acquisition of the capital stock of Seller Holdco by BFC for cash consideration, (b) the merger of Seller Holdco with and into BFC (the "Holdco Merger"), with BFC continuing as the surviving corporation in the Holdco Merger, and (c) the merger of Seller Bank with and into BHB, with BHB continuing as the surviving bank.

WHEREAS, the Board has reviewed the terms of the A&R Share Purchase Agreement and the transactions contemplated thereby, including, without limitation, the Holdco Merger, and considering such terms and such other factors as the Board considers pertinent, has determined that the A&R Share Purchase Agreement, the Holdco Merger and the other transactions contemplated thereby are advisable and in the best interests of BFC.

NOW, THEREFORE, IT IS RESOLVED:

Approval of the A&R Share Purchase Agreement and the Holdco Merger

THAT, after careful consideration of the terms and conditions of the Holdco Merger, as described above, the Board hereby (a) determines that the A&R Share Purchase Agreement and the transactions contemplated thereby (including, without limitation, the Holdco Merger) are advisable and fair to and in the best interests of BFC and declare it advisable to enter into the A&R Share Purchase Agreement, and (b) adopts and approves the A&R Share Purchase Agreement and the transactions contemplated thereby (including, without limitation, the Holdco Merger) with the foregoing adoption and approval to be deemed to constitute, without limitation, the requisite adoption and approval of the Board for all purposes, including the applicable provisions of the certificate of incorporation of BFC, the bylaws of BFC, and the laws of the State of Delaware.

THAT, each of the Chief Executive Officer, the Chief Financial Officer and the General Counsel of BFC and any other person or persons designated by any of the foregoing (each, an "Authorized Officer") is authorized and directed, for and on behalf of BFC, to negotiate and finalize the A&R Share Purchase Agreement.

THAT, each of the Chief Executive Officer, the Chief Financial Officer and any Executive Vice President of BFC, and any one of them, is authorized to execute and deliver the A&R Share Purchase Agreement, substantially on the terms presented to the Board, with such additions, deletions, amendments and other changes as any Authorized Officer shall approve, the execution and delivery of the A&R Share Purchase Agreement by any such officer of BFC to be deemed conclusive evidence that BFC and the Board have adopted and approved the A&R Share Purchase Agreement as executed.

Submission to Shareholder

THAT, the Board hereby recommends that the A&R Share Purchase Agreement be approved by BMO in its capacity as the sole shareholder of BFC.

Regulatory and Securities Filings

THAT, any proper officer or employee of BFC is authorized and directed, on behalf of and in the name of BFC to prepare, sign and file, or cause to be filed, with any applicable federal, provincial, state, local or foreign country regulatory or supervisory body, and all appropriate provincial, state, local, federal or foreign securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including, without limitation, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Office of the Superintendent of Financial Institutions, the Minister of Finance of Canada, the California Department of Business Oversight, the Canadian Securities Administrators, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, Inc., the Toronto Stock Exchange, the New York Stock Exchange and all other third parties, all applications, filings (including regulatory and securities filings), requests for approval, consents, waivers, interpretations, or other determinations, notices and other information and documents, and any modifications or supplements thereto, as may be necessary or appropriate in connection with the A&R Share Purchase Agreement and the transactions contemplated thereby (including, without limitation, the Holdco Merger), together with all agreements and other information and documents required or appropriate, and any

publications required in connection therewith, the taking of any such action to be deemed conclusive evidence that the Board has authorized such action.

THAT, without limiting the foregoing, any proper officer or employee of BFC is authorized and directed, in the name and on behalf of BFC to prepare, or assist others in preparing, all documentation, to effect all filings and notices and to seek and obtain all permits, consents, waivers, approvals and authorizations of all third parties, including, without limitation, all governmental, regulatory and self-regulatory authorities, necessary to consummate the transactions contemplated by the A&R Share Purchase Agreement (including, without limitation, the Holdco Merger) to execute personally or by attorney-in-fact any such required filings or amendments or supplements to any of the foregoing, and to cause any such required filings and any amendments thereto to become effective or otherwise approved, the taking of any such action to be deemed conclusive evidence that the Board has authorized such action.

Approval of Ancillary Agreements

THAT, any proper officer or employee of BFC is authorized to negotiate, finalize and approve such other ancillary agreements related to the Holdco Merger as are in the judgment of such person necessary or appropriate to effect the Holdco Merger, and any such person is hereby authorized and directed to execute and deliver any such ancillary agreements in the name of and on behalf of BFC as any such person deems necessary or appropriate to effect the Holdco Merger, and BFC is authorized to pay any and all expenses and fees arising in connection therewith, the execution and delivery of any such ancillary agreements by such person to be deemed conclusive evidence that the same have been authorized and approved by the Board.

Additional Actions

THAT, any proper officer or employee of BFC is authorized, empowered and directed, for and on behalf of BFC to execute and deliver or cause to be executed and delivered any and all agreements, amendments, certificates, reports, applications, notices, letters, opinions, instruments or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate or desirable in order to enable BFC to fully and promptly carry out the provisions of the A&R Share Purchase Agreement and the transactions contemplated thereby (including, without limitation, the Holdco Merger) and the purpose and intent of these resolutions and any such action taken or any agreement, amendment, certificate, report, application, notice, letter, opinion, instrument or other document executed and delivered by any of them in connection with any such action shall be conclusive evidence of such person's authority to take, execute and deliver the same.

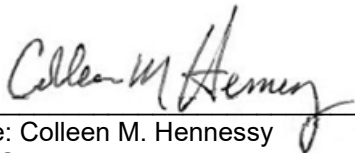
THAT, all actions previously taken by any of the directors, officers, representatives or agents of BFC, in connection with the A&R Share Purchase Agreement, the Holdco Merger and the transactions contemplated in the A&R Share Purchase Agreement or otherwise referred to in these resolutions be, and each of the same hereby is, ratified, confirmed and approved in all respects as the act and deed of BFC.

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**BMO FINANCIAL CORP.
OFFICER'S CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of resolutions adopted by written consent of all of the directors of BMO Financial Corp. dated as of January 12, 2022, and that such resolutions have not been amended, modified or rescinded and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of January 14, 2022.

By: 
Name: Colleen M. Hennessy
Title: Secretary

**BNP PARIBAS
CHAIRMAN'S CERTIFICATE**

January 6, 2022

I, Jean Lemierre, hereby certify that I am the Chairman of the Board of Directors of BNP Paribas S.A. (the "Bank"), a "société anonyme" organised under French law having its registered office at 16, boulevard des Italiens, 75009 Paris, registered with the Paris Registre du Commerce et des Sociétés under the number 662 042 449 RCS PARIS, and that I have been duly appointed and am presently serving in that capacity.

I further certify that at a meeting of the Board of Directors of the Bank duly called and convened on December 17, 2021, at which a quorum was present and acting throughout, the following resolutions, which have been translated from French to English, were duly adopted and, as of the date of this Certificate, have not been rescinded, superseded, or amended:

« Le Conseil d'administration donne son accord à la cession de BoW et autorise M. Jean-Laurent Bonnafé à négocier et accepter l'offre qu'il juge la plus appropriée sous réserve que celle-ci ne soit pas inférieure pour 100% des titres de BoW à 16 MM\$. Cette opération de cession peut se faire sous la forme jugée la plus adéquate par M. Jean-Laurent Bonnafé (cession de titres, fusion ou tout autre forme de structuration de cette cession).

Cette autorisation est accordée jusqu'au 31 mars 2022. M. Jean-Laurent Bonnafé rendra compte au Conseil des conditions finales de cette cession lorsqu'elle sera matérialisée par un accord signé.»

Translation:

The Board of Directors agrees to the sale of BoW [Bank of the West] and authorizes Mr. Jean-Laurent Bonnafé to negotiate and accept the offer that he deems to be the most appropriate, provided that the offer is not, for 100 % of BoW stock capital, less than USD 16 Bn. This transaction may be implemented under the structuring that Mr. Jean-Laurent Bonnafé deems the most appropriate (sale of shares, merger or any other form to structure this sale).

This authorization is granted until 31 March 2022. Mr. Jean-Laurent Bonnafé shall report the final terms of this sale to the Board when it is formalized by an executed agreement.

IN WITNESS WHEREOF, I have hereupon set my signature this 6th day of January, 2022.

BNP PARIBAS



Jean Lemierre
Chairman

**WRITTEN CONSENT
OF THE SOLE STOCKHOLDER
OF BANCWEST HOLDING INC.**

December 18, 2021

The undersigned, BNP Paribas USA, Inc., a Delaware corporation (“BNP Paribas USA”), being the sole stockholder of BancWest Holding Inc., a Delaware corporation (“BWHI”), hereby consents to and takes the following actions by written consent, in lieu of holding a meeting, pursuant to Section 228 of the General Corporation Law of the State of Delaware:

WHEREAS, BNP Paribas USA is 100% owned by BNP Paribas S.A., a public limited company (*Société Anonyme*);

WHEREAS, BNP Paribas S.A., has determined to sell its indirect wholly owned subsidiary, Bank of the West, a California state chartered nonmember bank (“Bank of the West”), which is 100% owned by BWHI, to a subsidiary of Bank of Montreal, a financial holding company (the “Buyer”);

WHEREAS, pursuant to and subject to the terms and conditions set forth in the proposed Share Purchase Agreement (the “Share Purchase Agreement”), by and among BNP Paribas S.A., BWHI, Bank of the West, the Buyer and BMO Harris Bank N.A., a national bank and subsidiary of the Buyer (the “Buyer Bank”), (i) BWHI will sell, convey, assign and deliver to Buyer, and Buyer would purchase and accept, all of the issued and outstanding shares of common stock of Bank of the West for cash, with any adjustments and subject to the conditions as set forth in the Share Purchase Agreement (the “Stock Sale”) and (ii) following the effective time of the Stock Sale, Bank of the West will merge with and into the Buyer Bank, with the Buyer Bank as the surviving bank, pursuant to an agreement and plan of merger in a customary form to be entered into by Bank of the West and the Buyer Bank;

WHEREAS, BNP Paribas S.A. has approved the Stock Sale and advised BNP Paribas USA that it is in the best interests of BWHI and BNP Paribas USA to approve the Stock Sale and approve the Share Purchase Agreement in substantially the form presented to the board of directors of BWHI and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein; and

WHEREAS, BWHI has (a) determined to agree with BNP Paribas S.A. that the Share Purchase Agreement and the transactions contemplated thereby (including the Stock Sale) are advisable and fair to and in the best interests of BWHI and BNP Paribas USA and (b) approved and adopted the Share Purchase Agreement, and the transactions contemplated thereby (including the Stock Sale).

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Stock Sale, be, and hereby is adopted, ratified and approved; and

BE IT FURTHER RESOLVED, that the Share Purchase Agreement, substantially in the form attached hereto as Exhibit A, be, and hereby is, adopted, ratified and approved.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the sole stockholder of BWHI, has executed this Written Consent effective as of the date hereinabove written.

BNP PARIBAS USA, INC.

By: 
Name: Jean-Yves Fillion
Title: Chief Executive Officer

BNP PARIBAS USA, INC.

By: 
Name: Hope Mehlman
Title: Corporate Secretary

**SPECIAL JOINT MEETING
OF THE MEMBERS OF THE BOARDS OF DIRECTORS
OF
BANCWEST HOLDING INC.
AND
BANK OF THE WEST

RESOLUTIONS OF THE
BOARD OF DIRECTORS OF
BANK OF THE WEST**

December 18, 2021

WHEREAS, BNP Paribas S.A., a public limited company (*Société Anonyme*), has determined to sell Bank of the West, a California state-chartered nonmember bank (“Bank of the West”) which is an indirect wholly owned subsidiary of BNP Paribas S.A. and 100% owned by BancWest Holding Inc., a Delaware corporation (“BWHI”), to a subsidiary of Bank of Montreal, a financial holding company (the “Buyer”);

WHEREAS, pursuant to and subject to the terms and conditions set forth in the proposed Share Purchase Agreement (the “Share Purchase Agreement”), by and among BNP Paribas S.A., BWHI, Bank of the West, Buyer, and BMO Harris Bank N.A., a national bank and subsidiary of the Buyer (the “Buyer Bank”), (i) BWHI will sell, convey, assign and deliver to Buyer, and Buyer would purchase and accept, all of the issued and outstanding shares of common stock of Bank of the West for cash, with any adjustments and subject to the conditions as set forth in the Share Purchase Agreement (the “Stock Sale”) and (ii) following the effective time of the Stock Sale, Bank of the West will merge with and into the Buyer Bank, with the Buyer Bank as the surviving bank, pursuant to an agreement and plan of merger in a customary form to be entered into by Bank of the West and the Buyer Bank;

WHEREAS, BNP Paribas S.A. has approved the Stock Sale and advised the Board of Directors of Bank of the West (the “Board”) that it is in the best interests of Bank of the West and BWHI to approve the Stock Sale and approve the Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein;

WHEREAS, the Board has been presented, in writing and orally, with financial and other information with respect to the Stock Sale, and has reviewed such information, including the principal terms of the Share Purchase Agreement and management’s recommendation that in its opinion the Stock Sale would be in the best interests of Bank of the West and BWHI;

WHEREAS, BWHI has approved and adopted the Share Purchase Agreement, and the transactions contemplated thereby (including the Stock Sale); and

WHEREAS, after due consideration and discussion of, among other things, the advice of its financial advisors and legal counsel, the presentations and other information provided by management of Bank of the West and such other factors as the Board has deemed relevant, the

Board has determined that it is advisable to agree with the advice of BNP Paribas S.A. that it is in the best interests of Bank of the West and BWHI to approve the Stock Sale and approve the Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein.

Authorization of the Share Purchase Agreement and Stock Sale

NOW, THEREFORE, BE IT HEREBY RESOLVED, that, the Board, after full discussion and deliberation and after review of the terms and conditions of the Stock Sale, and in consideration of the recommendation of BNP Paribas S.A. that the Stock Sale is in the best interests of both BWHI and Bank of the West, (a) has determined to agree with BNP Paribas S.A. that the Share Purchase Agreement and the transactions contemplated thereby (including the Stock Sale) are advisable and fair to and in the best interests of Bank of the West and BWHI and (b) hereby approves and adopts the Share Purchase Agreement, and the transactions contemplated thereby (including the Stock Sale), with the foregoing approval to be deemed to constitute, without limitation, the requisite approval of the Board for purposes of the laws of the State of California;

BE IT FURTHER RESOLVED, that the Share Purchase Agreement and the transactions contemplated thereby (including the Stock Sale), each be, and the same hereby are, authorized and approved in substantially the form presented to the Board;

BE IT FURTHER RESOLVED, that (a) each of the Chief Executive Officer and President, Executive Vice President and Chief Financial Officer, and Executive Vice President, General Counsel and Corporate Secretary, or any designee of any of them (collectively, the “Proper Officers”), be, and each of them hereby is, in the name and on behalf of Bank of the West, authorized to execute and deliver the Share Purchase Agreement in substantially the form presented to the Board, subject to such modifications or amendments thereto as the Proper Officer executing the same shall approve as being necessary, advisable or appropriate, such approval to be conclusively evidenced by such Proper Officer’s execution thereof, and (b) the Board hereby authorizes the Proper Officers, and each of them, or any designee of them, to make such amendments to the Share Purchase Agreement after its execution as such Proper Officer shall deem necessary, advisable or appropriate, such execution to be conclusive evidence of such approval and of the authorization thereof by the Board;

BE IT FURTHER RESOLVED, that the Board hereby authorizes and approves the performance by Bank of the West of its obligations under the Share Purchase Agreement in all respects, provided that the Stock Sale shall be contingent upon and shall not be consummated until the appropriate regulatory approvals are received and all applicable regulatory conditions are satisfied or appropriately provided for;

BE IT FURTHER RESOLVED, that, upon satisfaction of the conditions to closing of the Stock Sale stated in the Share Purchase Agreement (except such as may be waived in their discretion), the Proper Officers and their designees be, and each of them hereby is, authorized, in the name and on behalf of Bank of the West, to cause the Stock Sale to become effective and to take all such other action and execute all such documents as any of them may deem necessary, advisable or appropriate in connection therewith, all without further action by the Board;

BE IT FURTHER RESOLVED, that the Proper Officers and their designees be, and are hereby authorized, in the name and on behalf of Bank of the West, to make any of the filings, to obtain all consents, approvals, authorizations and waivers of, and to give all notices to, any person, and to enter into any contract, agreement or indenture, and to take such other actions as they deem necessary, advisable or appropriate, in each case in furtherance of the Stock Sale and the other transactions contemplated by the Share Purchase Agreement;

Regulatory Filings

BE IT FURTHER RESOLVED, that the officers of Bank of the West be, and they hereby are, authorized and instructed to, at such times and such manner as they deem necessary or advisable, (i) to take, or cause Bank of the West, or any of its direct or indirect subsidiaries to take, any actions they deem necessary, advisable or appropriate in order to effect all filings, applications and notices, and to obtain all permits, authorizations, consents, orders, non-objections, interpretations, determinations and approvals of any applicable non-U.S. or U.S. federal, state or local regulatory or supervisory body, and all appropriate non-U.S. and U.S. federal, state or local securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including, without limitation, the Federal Deposit Insurance Corporation, the California Department of Financial Protection and Innovation, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Financial Industry Regulatory Authority, the Securities and Exchange Commission, the Superintendent of Financial Institution of Canada, the Ontario District Council of the Investment Industry Regulatory Organization of Canada, and all other third parties, and (ii) to make all other filings with, and seek all exemptive relief from, such third parties or authorities as may be necessary, advisable or appropriate to effectuate or carry out the purpose and intent of these resolutions and to effectuate the transactions and the terms and conditions of the Share Purchase Agreement and the other transactions contemplated thereby, including making all filings, providing all notices and obtaining all consents, waivers, licenses, registrations, permits, authorizations, tax rulings, orders and approvals;

General Authorizations

BE IT FURTHER RESOLVED, that the Proper Officers and their respective designees be, and each of them hereby is, authorized to take, or cause to be taken, any and all action, to pay or cause to be paid any and all charges, fees or expenses and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of Bank of the West or any of its subsidiaries as each of them may deem necessary, advisable or appropriate to carry out the purpose and intent of the foregoing resolutions and to perform, or cause to be performed, the obligations of Bank of the West or any of its subsidiaries under any such agreement, undertaking, document, instrument or certificate referred to herein, and that the execution by any such officer of any such agreement, undertaking, document, instrument or certificate or the doing by any of them of any act in connection with the foregoing matters shall establish conclusively their authority thereof or from Bank of the West and the approval and ratification by Bank of the West of such agreement, undertaking, document, instrument or certificate and the actions so taken;

BE IT FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements, instruments, documents, government filings and/or notices described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements, instruments, documents, government filings and/or notices described in the foregoing resolutions shall in no manner derogate from the authority of the Proper Officers to take all actions necessary, desirable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

BE IT FURTHER RESOLVED, that the necessity, advisability and appropriateness of any action taken, any approval given or any amendment or change to any document or agreement made by the Proper Officers pursuant to the authority granted under these resolutions shall be conclusively evidenced by the taking of any such action, or the execution, delivery or filing of any such document or agreement; and

BE IT FURTHER RESOLVED, that any and all actions heretofore taken and any and all things heretofore done by any of the Proper Officers or their respective designees in furtherance of and consistent with the matters authorized by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as authorized and valid acts taken on behalf of Bank of the West.

**SPECIAL JOINT MEETING
OF THE MEMBERS OF THE BOARDS OF DIRECTORS
OF
BANCWEST HOLDING INC.
AND
BANK OF THE WEST**

**RESOLUTIONS OF THE
BOARD OF DIRECTORS OF
BANCWEST HOLDING INC.**

December 18, 2021

WHEREAS, BNP Paribas S.A., a public limited company (*Société Anonyme*) has determined to sell Bank of the West, a California state-chartered nonmember bank, which is 100% owned by BancWest Holding Inc., a Delaware corporation (the “Corporation”), to a subsidiary of Bank of Montreal, a financial holding company (the “Buyer”);

WHEREAS, the Corporation is 100% owned by BNP Paribas USA, Inc., a Delaware corporation and financial holding company (the “BWHI Sole Stockholder”);

WHEREAS, pursuant to and subject to the terms and conditions set forth in the proposed Share Purchase Agreement, by and among BNP Paribas S.A., the Corporation, Bank of the West, the Buyer, and BMO Harris Bank N.A., a national bank and subsidiary of the Buyer (the “Buyer Bank”), (i) the Corporation will sell, convey, assign and deliver to Buyer, and Buyer would purchase and accept, all of the issued and outstanding shares of common stock of Bank of the West for cash, with any adjustments and subject to the conditions as set forth in the Share Purchase Agreement (the “Stock Sale”) and (ii) following the effective time of the Stock Sale, Bank of the West will merge with and into the Buyer Bank, with the Buyer Bank as the surviving bank, pursuant to an agreement and plan of merger in a customary form to be entered into by Bank of the West and the Buyer Bank;

WHEREAS, BNP Paribas S.A. has approved the Stock Sale and advised the Board of Directors of the Corporation (the “Board”) that it is in the best interests of the Corporation and the BWHI Sole Stockholder to approve the Stock Sale and approve the Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein;

WHEREAS, the Board has been presented, in writing and orally, with financial and other information with respect to the Stock Sale, and has reviewed such information, including the principal terms of the Share Purchase Agreement and management’s recommendation that in its opinion the Stock Sale would be in the best interests of the Corporation and the BWHI Sole Stockholder; and

WHEREAS, after due consideration and discussion of, among other things, the advice of its financial advisors and legal counsel, the presentations and other information provided by management of the Corporation and such other factors as the Board has deemed relevant, the

Board has determined that it is advisable to agree with the advice of BNP Paribas S.A. that it is in the best interests of the Corporation and the BWHI Sole Stockholder to approve the Stock Sale and approve the Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein.

Authorization of the Share Purchase Agreement and Stock Sale

NOW, THEREFORE, BE IT HEREBY RESOLVED, that, the Board, after full discussion and deliberation and after review of the terms and conditions of the Stock Sale, and in consideration of the recommendation of BNP Paribas S.A. that the Stock Sale is in the best interests of both the BWHI Sole Stockholder and the Corporation, (a) has determined to agree with BNP Paribas S.A. that the Share Purchase Agreement and the transactions contemplated thereby (including the Stock Sale) are advisable and fair to and in the best interests of the Corporation and the BWHI Sole Stockholder and (b) hereby approves and adopts the Share Purchase Agreement, and the transactions contemplated thereby (including the Stock Sale), with the foregoing approval to be deemed to constitute, without limitation, the requisite approval of the Board for purposes of the laws of the State of Delaware;

BE IT FURTHER RESOLVED, that the Share Purchase Agreement and the transactions contemplated thereby (including the Stock Sale), each be, and the same hereby are, authorized and approved in substantially the form presented to the Board;

BE IT FURTHER RESOLVED, that (a) each officer of the Corporation (collectively, the “Proper Officers”), be, and each of them hereby is, in the name and on behalf of the Corporation, authorized to execute and deliver the Share Purchase Agreement in substantially the form presented to the Board, subject to such modifications or amendments thereto as the Proper Officer executing the same shall approve as being necessary, advisable or appropriate, such approval to be conclusively evidenced by such Proper Officer’s execution thereof, and (b) the Board hereby authorizes the Proper Officers, and each of them, or any designee of them, to make such amendments to the Share Purchase Agreement after its execution as such Proper Officer shall deem necessary, advisable or appropriate, such execution to be conclusive evidence of such approval and of the authorization thereof by the Board;

BE IT FURTHER RESOLVED, that the Board hereby authorizes and approves the performance by the Corporation of its obligations under the Share Purchase Agreement in all respects, provided that the Stock Sale shall be contingent upon and shall not be consummated until the appropriate regulatory approvals are received and all applicable regulatory conditions are satisfied or appropriately provided for;

BE IT FURTHER RESOLVED, that, upon satisfaction of the conditions to closing of the Stock Sale stated in the Share Purchase Agreement (except such as may be waived in their discretion), the Proper Officers and their designees be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to cause the Stock Sale to become effective and to take all such other action and execute all such documents as any of them may deem necessary, advisable or appropriate in connection therewith, all without further action by the Board;

BE IT FURTHER RESOLVED, that the Proper Officers and their designees be, and are hereby authorized, in the name and on behalf of the Corporation, to make any of the filings, to obtain all consents, approvals, authorizations and waivers of, and to give all notices to, any person, and to enter into any contract, agreement or indenture, and to take such other actions as they deem necessary, advisable or appropriate, in each case in furtherance of the Stock Sale and the other transactions contemplated by the Share Purchase Agreement;

Submission to the BWHI Sole Stockholder

BE IT FURTHER RESOLVED, that the Share Purchase Agreement, in substantially the form approved by the Board by these resolutions, be submitted for consideration and adoption by the BWHI Sole Stockholder and that the Board hereby recommends that the BWHI Sole Stockholder approve and otherwise consent to the adoption of the Share Purchase Agreement and approve and/or consent to the adoption of such other matters that are submitted for its approval and/or adoption (as the case may be) in connection with the Share Purchase Agreement and the Stock Sale;

Regulatory Filings

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and instructed to, at such times and such manner as they deem necessary or advisable, (i) to take, or cause the Corporation, or any of its direct or indirect subsidiaries to take, any actions they deem necessary, advisable or appropriate in order to effect all filings, applications and notices, and to obtain all permits, authorizations, consents, orders, non-objections, interpretations, determinations and approvals of any applicable non-U.S. or U.S. federal, state or local regulatory or supervisory body, and all appropriate non-U.S. and U.S. federal, state or local securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including, without limitation, the Federal Deposit Insurance Corporation, the California Department of Financial Protection and Innovation, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Financial Industry Regulatory Authority, the Securities and Exchange Commission, the Superintendent of Financial Institution of Canada, the Ontario District Council of the Investment Industry Regulatory Organization of Canada, and all other third parties, and (ii) to make all other filings with, and seek all exemptive relief from, such third parties or authorities as may be necessary, advisable or appropriate to effectuate or carry out the purpose and intent of these resolutions and to effectuate the transactions and the terms and conditions of the Share Purchase Agreement and the other transactions contemplated thereby, including making all filings, providing all notices and obtaining all consents, waivers, licenses, registrations, permits, authorizations, tax rulings, orders and approvals;

General Authorizations

BE IT FURTHER RESOLVED, that the Proper Officers and their respective designees be, and each of them hereby is, authorized to take, or cause to be taken, any and all action, to pay or cause to be paid any and all charges, fees or expenses and to make, execute and

deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation or any of its subsidiaries as each of them may deem necessary, advisable or appropriate to carry out the purpose and intent of the foregoing resolutions and to perform, or cause to be performed, the obligations of the Corporation or any of its subsidiaries under any such agreement, undertaking, document, instrument or certificate referred to herein, and that the execution by any such officer of any such agreement, undertaking, document, instrument or certificate or the doing by any of them of any act in connection with the foregoing matters shall establish conclusively their authority thereof or from the Corporation and the approval and ratification by the Corporation of such agreement, undertaking, document, instrument or certificate and the actions so taken;

BE IT FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements, instruments, documents, government filings and/or notices described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements, instruments, documents, government filings and/or notices described in the foregoing resolutions shall in no manner derogate from the authority of the Proper Officers to take all actions necessary, desirable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

BE IT FURTHER RESOLVED, that the necessity, advisability and appropriateness of any action taken, any approval given or any amendment or change to any document or agreement made by the Proper Officers pursuant to the authority granted under these resolutions shall be conclusively evidenced by the taking of any such action, or the execution, delivery or filing of any such document or agreement;

BE IT FURTHER RESOLVED, that any and all actions heretofore taken and any and all things heretofore done by any of the Proper Officers or their respective designees in furtherance of and consistent with the matters authorized by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as authorized and valid acts taken on behalf of the Corporation; and

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF BANCWEST HOLDING INC.**

January 14, 2022

The undersigned, being all of the directors of BancWest Holding Inc., a Delaware corporation (“BWHI”) and direct, wholly-owned subsidiary of BNP Paribas USA, Inc., a Delaware corporation and financial holding company (“BNP Paribas USA”), acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware (as amended), hereby consent to the adoption of, and hereby adopt, the following resolutions and direct that this consent be filed with the minutes of the proceedings of the Board of Directors of BWHI (the “Board”):

WHEREAS, the Board held a meeting on December 18, 2021 and approved and adopted that certain Share Purchase Agreement (the “Original Share Purchase Agreement”), dated as of December 18, 2021, by and among BNP Paribas S.A., a public limited company (*Société Anonyme*), BWHI, Bank of the West, a California state chartered nonmember bank and direct subsidiary of BWHI, Bank of Montreal, a financial holding company (the “Buyer”) and BMO Harris Bank N.A., a national bank and subsidiary of the Buyer (the “Buyer Bank”), pursuant to which BWHI agreed to sell, convey, assign and deliver to the Buyer, and the Buyer agreed to purchase and accept, all of the issued and outstanding shares of common stock of Bank of the West for cash, with any adjustments and subject to the conditions as set forth in the Original Share Purchase Agreement;

WHEREAS, pursuant to Section 7.19 of the Original Share Purchase Agreement the parties now desire to amend and restate the Original Share Purchase Agreement to restructure the sale transaction contemplated by the Original Share Purchase Agreement from a sale of capital stock of Bank of the West to a sale of capital stock of BWHI;

WHEREAS, pursuant to and subject to the terms and conditions set forth in the proposed Amended and Restated Share Purchase Agreement, by and among BNP Paribas S.A., BNP Paribas USA, BWHI, Bank of the West, the Buyer, BMO Financial Corp., a Delaware corporation and financial holding company and subsidiary of the Buyer (the “Buyer Holding Company”) and the Buyer Bank (the “Amended Share Purchase Agreement”), attached hereto as Exhibit A, (i) BWHI will sell, convey, assign and deliver to the Buyer Holding Company, and the Buyer Holding Company would purchase and accept, all of the issued and outstanding shares of common stock of BWHI for cash, with any adjustments and subject to the conditions set forth in the proposed Amended Share Purchase Agreement (the “Stock Sale”); (ii) following the effective time of the Stock Sale, BWHI will merge with and into the Buyer Holding Company, with the Buyer Holding Company as the surviving corporation (the “BWHI Merger”); and (iii) following the effective time of the BWHI Merger, Bank of the West will merge with and into the Buyer Bank, with the Buyer Bank as the surviving bank, pursuant to an agreement and plan of merger in a customary form to be entered into by Bank of the West and the Buyer Bank (the “Bank Merger,” and together with the Stock Sale and BWHI Merger, the “Transactions”);

WHEREAS, BNP Paribas S.A. has approved the Transactions and advised BWHI that it is in the best interests of BWHI and BNP Paribas USA to approve the Transactions and

approve the Amended Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein;

WHEREAS, the Board has reviewed such information, including the principal terms of the Amended Share Purchase Agreement and management's recommendation that in its opinion the Transactions would be in the best interests of BWHI and BNP Paribas USA; and

WHEREAS, after due consideration the Board has determined that it is advisable to agree with the advice of BNP Paribas S.A. that it is in the best interests of BWHI and BNP Paribas USA to approve the Transactions and approve the Amended Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Transactions, be, and hereby are adopted, ratified and approved;

BE IT FURTHER RESOLVED, that the Amended and Restated Share Purchase Agreement, substantially in the form attached hereto as Exhibit A, be, and hereby is, adopted, ratified and approved;

BE IT FURTHER RESOLVED, that the proper officers and authorized agents of BWHI, and each of them, shall be and they hereby are authorized and directed to take such further actions as they shall deem necessary or appropriate to fully effectuate the intent and purposes of the foregoing resolutions, as conclusively evidenced by such action by such proper officer or authorized agent; all action having heretofore been taken to effectuate the intent and purpose of the foregoing resolutions being hereby ratified, confirmed and approved; and

BE IT FURTHER RESOLVED, that these resolutions 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.

[Signature Page Follows]

**WRITTEN CONSENT
OF THE SOLE STOCKHOLDER
OF BANCWEST HOLDING INC.**

January 14, 2022

The undersigned, BNP Paribas USA, Inc., a Delaware corporation (“BNP Paribas USA”), being the sole stockholder of BancWest Holding Inc., a Delaware corporation (“BWHI”), hereby consents to and takes the following actions by written consent, in lieu of holding a meeting, pursuant to Section 228 of the General Corporation Law of the State of Delaware:

WHEREAS, BNP Paribas USA is 100% owned by BNP Paribas S.A., a public limited company (*Société Anonyme*);

WHEREAS, BNP Paribas S.A., BWHI, Bank of the West, a California state-chartered nonmember bank and direct subsidiary of BWHI, Bank of Montreal, a financial holding company (the “Buyer”) and BMO Harris Bank N.A., a national bank and subsidiary of the Buyer (the “Buyer Bank”) entered into that certain Share Purchase Agreement, dated as of December 18, 2021 (the “Original Share Purchase Agreement”), pursuant to which BWHI agreed to sell, convey, assign and deliver to the Buyer, and the Buyer agreed to purchase and accept, all of the issued and outstanding shares of common stock of Bank of the West for cash, with any adjustments and subject to the conditions as set forth in the Original Share Purchase Agreement;

WHEREAS, pursuant to Section 7.19 of the Original Share Purchase Agreement the parties now desire to amend and restate the Original Share Purchase Agreement to restructure the sale transaction contemplated by the Original Share Purchase Agreement from a sale of capital stock of Bank of the West to a sale of capital stock of BWHI;

WHEREAS, pursuant to and subject to the terms and conditions set forth in the proposed Amended and Restated Share Purchase Agreement (the “Amended Share Purchase Agreement”), by and among BNP Paribas S.A., BNP Paribas USA, BWHI, Bank of the West, the Buyer, BMO Financial Corp., a Delaware corporation and financial holding company and subsidiary of the Buyer (the “Buyer Holding Company”) and the Buyer Bank, attached hereto as Exhibit A, (i) BWHI will sell, convey, assign and deliver to the Buyer Holding Company, and the Buyer Holding Company would purchase and accept, all of the issued and outstanding shares of common stock of BWHI for cash, with any adjustments and subject to the conditions set forth in the proposed Amended Share Purchase Agreement (the “Stock Sale”); (ii) following the effective time of the Stock Sale, BWHI will merge with and into the Buyer Holding Company, with the Buyer Holding Company as the surviving corporation (the “BWHI Merger”); and (iii) following the effective time of the BWHI Merger, Bank of the West will merge with and into the Buyer Bank, with the Buyer Bank as the surviving bank, pursuant to an agreement and plan of merger in a customary form to be entered into by Bank of the West and the Buyer Bank (the “Bank Merger,” and together with the Stock Sale and BWHI Merger, the “Transactions”);

WHEREAS, BNP Paribas S.A. has approved the Transactions and advised BNP Paribas USA that it is in the best interests of BWHI and BNP Paribas USA to approve the Transactions and approve the Amended Share Purchase Agreement in substantially the form presented to the board of directors of BWHI and to consummate the transactions contemplated

thereby in accordance with the terms and conditions contained therein; and

WHEREAS, BWHI has (a) determined to agree with BNP Paribas S.A. that the Amended and Restated Share Purchase Agreement and the transactions contemplated thereby (including the Transactions) are advisable and fair to and in the best interests of BWHI and BNP Paribas USA and (b) approved and adopted the Amended Share Purchase Agreement, and the transactions contemplated thereby (including the Transactions).

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Transactions, be, and hereby are adopted, ratified and approved;

BE IT FURTHER RESOLVED, that the Amended and Restated Share Purchase Agreement, substantially in the form attached hereto as Exhibit A, be, and hereby is, adopted, ratified and approved; and

BE IT FURTHER RESOLVED, that this consent 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.

[Signature Page Follows]

**RESOLUTIONS OF THE
BOARD OF DIRECTORS OF
BNP PARIBAS USA, INC.**

January 14, 2022

WHEREAS, BNP Paribas USA, Inc., a Delaware corporation and financial holding company (the “Corporation”) owns 100% of the issued and outstanding capital stock of BancWest Holding Inc., a Delaware corporation (“BWHI”);

WHEREAS, BNP Paribas S.A., a public limited company (*Société Anonyme*), BWHI, Bank of the West, a California state-chartered nonmember bank and direct subsidiary of BWHI, Bank of Montreal, a financial holding company (the “Buyer”) and BMO Harris Bank N.A., a national bank and subsidiary of the Buyer (the “Buyer Bank”) entered into that certain Share Purchase Agreement, dated as of December 18, 2021 (the “Original Share Purchase Agreement”), pursuant to which BWHI agreed to sell, convey, assign and deliver to the Buyer, and the Buyer agreed to purchase and accept, all of the issued and outstanding shares of common stock of Bank of the West for cash, with any adjustments and subject to the conditions as set forth in the Original Share Purchase Agreement;

WHEREAS, pursuant to Section 7.19 of the Original Share Purchase Agreement the parties now desire to amend and restate the Original Share Purchase Agreement to restructure the sale transaction contemplated by the Original Share Purchase Agreement from a sale of capital stock of Bank of the West to a sale of capital stock of BWHI;

WHEREAS, pursuant to and subject to the terms and conditions set forth in the proposed Amended and Restated Share Purchase Agreement, by and among BNP Paribas S.A., the Corporation, BWHI, Bank of the West, the Buyer, BMO Financial Corp., a Delaware corporation and financial holding company and subsidiary of the Buyer (the “Buyer Holding Company”) and the Buyer Bank (the “Amended Share Purchase Agreement”), attached hereto as Exhibit A, (i) BWHI will sell, convey, assign and deliver to the Buyer Holding Company, and the Buyer Holding Company would purchase and accept, all of the issued and outstanding shares of common stock of BWHI for cash, with any adjustments and subject to the conditions set forth in the proposed Amended Share Purchase Agreement (the “Stock Sale”); (ii) following the effective time of the Stock Sale, BWHI will merge with and into the Buyer Holding Company, with the Buyer Holding Company as the surviving corporation (the “BWHI Merger”); and (iii) following the effective time of the BWHI Merger, Bank of the West will merge with and into the Buyer Bank, with the Buyer Bank as the surviving bank, pursuant to an agreement and plan of merger in a customary form to be entered into by Bank of the West and the Buyer Bank (the “Bank Merger,” and together with the Stock Sale and BWHI Merger, the “Transactions”);

WHEREAS, BNP Paribas S.A. has approved the Transactions and advised the Board of Directors of the Corporation (the “Board”) that it is in the best interests of BNP Paribas S.A. and the Corporation to approve the Transactions and approve the Amended Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein;

WHEREAS, the Board has been presented, in writing and orally, with information with respect to the Transactions, and has reviewed such information, including the principal terms of the Amended Share Purchase Agreement and management's recommendation that in its opinion the Transactions would be in the best interests of BNP Paribas S.A. and the Corporation; and

WHEREAS, after due consideration of, among other things, the advice of its financial advisors and legal counsel, the presentations and other information provided by management of the Corporation and such other factors as the Board has deemed relevant, the Board has determined that it is advisable to agree with the advice of BNP Paribas S.A. that it is in the best interests of BNP Paribas S.A. and the Corporation to approve the Transactions and approve the Amended Share Purchase Agreement in substantially the form presented to the Board and to consummate the transactions contemplated thereby in accordance with the terms and conditions contained therein.

Authorization of the Amended Share Purchase Agreement and Transactions

NOW, THEREFORE, BE IT HEREBY RESOLVED, that, the Board, in consideration of the recommendation of BNP Paribas S.A. that the Transactions are in the best interests of BNP Paribas S.A. and the Corporation, (a) has determined to agree with BNP Paribas S.A. that the Amended Share Purchase Agreement and the transactions contemplated thereby (including the Transactions) are advisable and fair to and in the best interests of BNP Paribas S.A. and the Corporation and (b) hereby approves and adopts the Amended Share Purchase Agreement, and the transactions contemplated thereby (including the Transactions), with the foregoing approval to be deemed to constitute, without limitation, the requisite approval of the Board for purposes of the laws of the State of Delaware;

BE IT FURTHER RESOLVED, that the Amended Share Purchase Agreement and the transactions contemplated thereby (including the Transactions), each be, and the same hereby are, authorized and approved in substantially the form presented to the Board;

BE IT FURTHER RESOLVED, that (a) each officer of the Corporation (collectively, the "Proper Officers"), be, and each of them hereby is, in the name and on behalf of the Corporation, authorized to execute and deliver the Amended Share Purchase Agreement in substantially the form presented to the Board, subject to such modifications or amendments thereto as the Proper Officer executing the same shall approve as being necessary, advisable or appropriate, such approval to be conclusively evidenced by such Proper Officer's execution thereof, and (b) the Board hereby authorizes the Proper Officers, and each of them, or any designee of them, to make such amendments to the Amended Share Purchase Agreement after its execution as such Proper Officer shall deem necessary, advisable or appropriate, such execution to be conclusive evidence of such approval and of the authorization thereof by the Board;

BE IT FURTHER RESOLVED, that the Board hereby authorizes and approves the performance by the Corporation of its obligations under the Amended Share Purchase Agreement in all respects, provided that the Transactions shall be contingent upon and shall not be consummated until the appropriate regulatory approvals are received and all applicable regulatory conditions are satisfied or appropriately provided for;

BE IT FURTHER RESOLVED, that, upon satisfaction of the conditions to closing of the Transactions stated in the Amended Share Purchase Agreement (except such as may be waived in their discretion), the Proper Officers and their designees be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to cause the Transactions to become effective and to take all such other action and execute all such documents as any of them may deem necessary, advisable or appropriate in connection therewith, all without further action by the Board;

BE IT FURTHER RESOLVED, that the Proper Officers and their designees be, and are hereby authorized, in the name and on behalf of the Corporation, to make any of the filings, to obtain all consents, approvals, authorizations and waivers of, and to give all notices to, any person, and to enter into any contract, agreement or indenture, and to take such other actions as they deem necessary, advisable or appropriate, in each case in furtherance of the Transactions and the other transactions contemplated by the Amended Share Purchase Agreement;

Regulatory Filings

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and instructed to, at such times and such manner as they deem necessary or advisable, (i) to take, or cause the Corporation, or any of its direct or indirect subsidiaries to take, any actions they deem necessary, advisable or appropriate in order to effect all filings, applications and notices, and to obtain all permits, authorizations, consents, orders, non-objections, interpretations, determinations and approvals of any applicable non-U.S. or U.S. federal, state or local regulatory or supervisory body, and all appropriate non-U.S. and U.S. federal, state or local securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including, without limitation, the Federal Deposit Insurance Corporation, the California Department of Financial Protection and Innovation, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Financial Industry Regulatory Authority, the Securities and Exchange Commission, the Superintendent of Financial Institution of Canada, the Ontario District Council of the Investment Industry Regulatory Organization of Canada, and all other third parties, and (ii) to make all other filings with, and seek all exemptive relief from, such third parties or authorities as may be necessary, advisable or appropriate to effectuate or carry out the purpose and intent of these resolutions and to effectuate the transactions and the terms and conditions of the Amended Share Purchase Agreement and the other transactions contemplated thereby, including making all filings, providing all notices and obtaining all consents, waivers, licenses, registrations, permits, authorizations, tax rulings, orders and approvals;

General Authorizations

BE IT FURTHER RESOLVED, that the Proper Officers and their respective designees be, and each of them hereby is, authorized to take, or cause to be taken, any and all action, to pay or cause to be paid any and all charges, fees or expenses and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation or any of its subsidiaries as each of them may deem necessary, advisable or appropriate to carry out the

purpose and intent of the foregoing resolutions and to perform, or cause to be performed, the obligations of the Corporation or any of its subsidiaries under any such agreement, undertaking, document, instrument or certificate referred to herein, and that the execution by any such officer of any such agreement, undertaking, document, instrument or certificate or the doing by any of them of any act in connection with the foregoing matters shall establish conclusively their authority thereof or from the Corporation and the approval and ratification by the Corporation of such agreement, undertaking, document, instrument or certificate and the actions so taken;

BE IT FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements, instruments, documents, government filings and/or notices described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements, instruments, documents, government filings and/or notices described in the foregoing resolutions shall in no manner derogate from the authority of the Proper Officers to take all actions necessary, desirable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

BE IT FURTHER RESOLVED, that the necessity, advisability and appropriateness of any action taken, any approval given or any amendment or change to any document or agreement made by the Proper Officers pursuant to the authority granted under these resolutions shall be conclusively evidenced by the taking of any such action, or the execution, delivery or filing of any such document or agreement; and

BE IT FURTHER RESOLVED, that any and all actions heretofore taken and any and all things heretofore done by any of the Proper Officers or their respective designees in furtherance of and consistent with the matters authorized by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as authorized and valid acts taken on behalf of the Corporation.

Exhibit A

Amended and Restated Share Purchase Agreement

FORM 6-K

**SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

Report of Foreign Private Issuer

**Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934**

For the month of: **December, 2021**

Commission File Number: **001-13354**

BANK OF MONTREAL

(Name of Registrant)

100 King Street West
1 First Canadian Place
Toronto, Ontario
Canada, M5X 1A1

(Executive Offices)

129 rue Saint-Jacques
Montreal, Quebec
Canada, H2Y 1L6

(Head Office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

INCORPORATION BY REFERENCE

The information contained in this Form 6-K and any exhibits hereto shall be deemed filed with the Securities and Exchange Commission ("SEC") solely for purposes of incorporation by reference into and as part of the following registration statements of the registrant on file with and declared effective by the SEC:

1. Registration Statement – Form F-3 – File No. 333-237342
2. Registration Statement – Form F-3 – File No. 333-214934
3. Registration Statement – Form S-8 – File No. 333-191591
4. Registration Statement – Form S-8 – File No. 333-180968
5. Registration Statement – Form S-8 – File No. 333-177579
6. Registration Statement – Form S-8 – File No. 333-177568
7. Registration Statement – Form S-8 – File No. 333-176479
8. Registration Statement – Form S-8 – File No. 333-175413
9. Registration Statement – Form S-8 – File No. 333-175412
10. Registration Statement – Form S-8 – File No. 333-113096
11. Registration Statement – Form S-8 – File No. 333-14260
12. Registration Statement – Form S-8 – File No. 33-92112
13. Registration Statement – Form S-8 – File No. 333-207739
14. Registration Statement – Form S-8 – File No. 333-237522

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BANK OF MONTREAL

By: /s/ Tayfun Tuzun

Name: Tayfun Tuzun

Title: Chief Financial Officer

Date: December 20, 2021

By: /s/ Barbara M. Muir

Name: Barbara M. Muir

Title: Corporate Secretary

EXHIBIT INDEX

Exhibit Description of Exhibit

99.1 **Press Release** – BMO Financial Group accelerates North American growth with strategic acquisition of Bank of the West



News

FOR IMMEDIATE RELEASE

BMO Financial Group accelerates North American growth with strategic acquisition of Bank of the West

- *Expansion to major new U.S. geographies, including highly attractive California market, a natural next step in BMO's North American growth strategy*
- *Financially compelling; funded primarily with existing capital in BMO and Bank of the West; transaction is immediately accretive at closing to adjusted earnings per share and drives long term growth*
- *Combination with Bank of the West will provide a highly complementary footprint and capabilities to help more consumers and businesses make real financial progress and break down barriers to economic inclusion*
- *BMO is committed to retaining front-line branch employees with no planned closure of Bank of the West branches in connection with the transaction*

TORONTO and CHICAGO, December 20, 2021 – BMO Financial Group (TSX and NYSE: BMO), and its indirect wholly-owned Chicago-based subsidiary BMO Harris Bank N.A. (together, "BMO"), today announced the signing of a definitive agreement with BNP Paribas (XPAR: BNP) to acquire Bank of the West and its subsidiaries, with assets as of September 30, 2021 of approximately C\$135 billion (US\$105 billion). This acquisition aligns with BMO's strategic, financial and cultural objectives.

Under the terms of the agreement, BMO will acquire Bank of the West for a cash purchase price of US\$16.3 billion, or US\$13.4 billion net of estimated US\$2.9 billion of excess capital (at closing) at Bank of the West. BMO will fund the transaction primarily with excess capital reflecting its strong capital position and anticipated capital generation.

Founded in 1874, Bank of the West has a strong track record of serving retail, small business, commercial and wealth clients. With the combination of two highly complementary geographies and building upon BMO's digital, data and analytics capabilities, this acquisition enables contiguous market extension, the acceleration of BMO's commercial banking expansion, and highly competitive scaled entry into California.

On closing, the acquisition will bring nearly 1.8 million customers to BMO and will further extend its banking presence through 514 additional branches and commercial and wealth offices in key U.S. growth markets. Post closing, BMO will have a strong position in 3 of the top 5 U.S. markets, a footprint in 32 states, expanded national specialty

commercial businesses and a digital banking platform gathering deposits in all 50 states. With approximately 70% of Bank of the West's deposits in California, BMO is making a scaled entry to a market with a population of approximately 40 million people producing US\$3.1 trillion of GDP – which, if considered as a country, would rank as the world's 5th largest economy.

“With the strength of our performance and our integrated North American foundation, we have never been better positioned to take this next step in our growth strategy and to deliver for the new customers and colleagues we look forward to welcoming to BMO. This acquisition will add meaningful scale, expansion in attractive markets, and capabilities that will enable us to drive greater growth, returns and efficiencies,” said Darryl White, Chief Executive Officer, BMO Financial Group.

“We will deliver a highly competitive offering to new growth markets, combining the strength of our digital banking platform and a strong team of bankers to generate leading customer growth.”

“Breaking down barriers to inclusion is a driving force for both banks – it's a commitment central to BMO's Purpose, to Boldly Grow the Good *in business and life*. Both BMO and Bank of the West have achieved “Outstanding” Community Reinvestment Act ratings, supported by robust commitments to investing in our communities. We'll be well positioned to support the communities we serve and to help our customers make real financial progress,” concluded Mr. White.

“Bank of the West is a well-run and well-respected organization that will bring complementary capabilities, products and segment expertise to BMO, all of which are accretive to our existing franchise,” said David Casper, Group Head, North American Commercial Banking and U.S. Chief Executive Officer, BMO Financial Group. “Combining these strengths with BMO's proven track record of executing and integrating acquisitions will position us to leverage our capabilities to serve more personal, business, commercial and wealth customers. It's also a great opportunity to build upon our strong track record of engaging with communities where we operate.”

“On behalf of all of my colleagues at Bank of the West, I am excited for what this new opportunity will bring for our customers, our employees and our longstanding community partners. Bank of the West's presence in many of the largest and fastest growing markets in the U.S. provides an ideal and complementary commercial and retail banking platform to fuel BMO's growth. Combined with BMO's suite of products and capabilities we'll be able to help even more customers achieve real financial progress. Our team of dedicated commercial and business bankers will be a great fit with BMO, working on creative solutions to match individual needs,” said Bank of the West CEO Nandita Bakhshi.

Transaction Highlights

The transaction is expected to be immediately accretive on closing to BMO's adjusted earnings per share and over 10% accretive in 2024, including estimated cost synergies. The estimated internal rate of return is approximately 14%. The purchase price is estimated at 1.5 times Bank of the West's expected tangible common book value based on the estimated balance sheet at close. BMO expects to incur pre-tax merger and integration costs of approximately C\$1.7 billion and achieve pre-tax cost savings of

approximately C\$860 million, or 35% of Bank of the West's non-interest expenses, through operational efficiency improvements with 100% of the cost savings executed by the end of the first year after closing.

The acquisition adds approximately US\$56 billion of loans and US\$89 billion of deposits based on Bank of the West's September 30, 2021 balance sheet. BMO expects to take a gross credit mark of C\$992 million, or 126 bps of loans and reflect a C\$218 million fair value mark (write-down of equity), both of which will be accreted into adjusted earnings.

BMO expects to fund the transaction primarily through excess capital on the combined entities balance sheet at closing, including an estimated C\$3.8 billion from Bank of the West and C\$13.5 billion from BMO, which includes the benefit from the sale of BMO's EMEA asset management business and internal capital generation to the estimated closing date. In addition, BMO intends to introduce a 2% discount on shares issued under its dividend reinvestment plan (DRIP) and expects to raise approximately C\$2.7 billion of common equity prior to the closing date. BMO is committed to maintaining its target capital ratios and regular dividends within its target payout range. BMO will not proceed with establishing a normal course issuer bid and does not expect to repurchase shares prior to close.

A signature strength of the Bank of the West is the deep relationships formed between their employees, their customers and the communities they have served for over 100 years. As part of this transaction, BMO does not plan to close Bank of the West branches, is committed to retaining front-line Bank of the West branch employees, and enabling career development opportunities throughout BMO's North American footprint.

BMO and BNP Paribas will enter into a long-term distribution agreement for the provision of Equipment Finance and Cash Management solutions to BNP Paribas' customers in North America.

The transaction, which has been approved by the BMO and BNP Paribas Boards of Directors, is expected to close by the end of calendar 2022, subject to customary closing conditions, including regulatory approvals. Upon closing, BMO intends to merge Bank of the West into BMO Harris Bank N.A.

Shared Commitment to Employees, Consumers, Small Businesses, Underserved Communities and the Environment

BMO's Purpose, to Boldly Grow the Good *in business and life*, including commitments to a Thriving Economy, a Sustainable Future and Eliminating Barriers to Inclusion drives everything we do. It shapes our business strategies, product development, customer relationships and community engagement. Through *BMO EMpower*, BMO has committed US\$5B over five years to address key barriers faced by minority businesses, communities and families in the U.S. by lending, investing, giving and engaging with communities it serves. BMO is also helping its customers make real financial progress through its offerings including new products like Bank On-certified Smart Money, a low-fee checking account with no overdraft or NSF fees. BMO looks forward to continuing the robust community engagement it's well known for.

With BMO's recognition as one of the world's most sustainably managed companies and Bank of the West's impressive sustainability platform and ESG track record, the

transaction provides significant opportunities for collaboration in ESG investing and product innovation. Both companies have been named as leading U.S. employers by Forbes and are committed to creating purpose-driven workplace cultures motivated to win and support the communities they serve.

Advisors

BMO Capital Markets and Morgan Stanley & Co. LLC acted as financial advisors and Wachtell, Lipton, Rosen & Katz and Osler, Hoskin & Harcourt LLP acted as legal counsel to BMO.

Investor Call

An investor call will take place December 20, 2021 at 8:00 am ET. BMO executives will discuss the transaction, followed by Q&A. The call can be accessed via webcast at www.bmo.com/investorrelations. Alternatively, there will be a listen-only number at 1 (800) 898-3989 or (416) 406-0743 (6578095#). Presentation material referenced during the conference call will be available at www.bmo.com/investorrelations.

A rebroadcast of this presentation will be available until midnight ET, January 14, 2022, by calling 1 (800) 408-3053 or (905) 694-9451 and entering passcode 7155620#.

About BMO Financial Group

Serving customers for 200 years and counting, BMO is a highly diversified financial services provider—the 8th largest bank, by assets, in North America. With total assets of \$988 billion as of October 31, 2021, and a team of diverse and highly engaged employees, BMO provides a broad range of personal and commercial banking, wealth management and investment banking products and services to more than 12 million customers and conducts business through three operating groups: Personal and Commercial Banking, BMO Wealth Management and BMO Capital Markets.

About Bank of the West

Headquartered in San Francisco, Bank of the West operates more than 500 branches and offices in 24 states (primarily in the Western and Midwestern parts of the United States), employs more than 9,000 team members, and serves nearly 1.8 million customers. Bank of the West has a total balance sheet size of US\$105 billion in assets and US\$89 billion in deposits as of end September 30, 2021.

As of June 2021, Bank of the West has a deposit market share of approximately 3% in the top three states (California, Colorado, and Oregon), which account for over 80% of its deposits. Bank of the West markets a very broad range of retail banking products and services to individuals, small businesses and corporate clients. It also has strong positions across the United States in several specialised financing activities, such as marine, recreational vehicles, and agribusiness. To learn more about Bank of the West, visit About Us via BankoftheWest.com.

Cautionary statement regarding forward-looking information

Certain statements in this press release are forward-looking statements. All such

statements are made pursuant to the “safe harbor” provisions of, and are intended to be forward-looking statements under, the United States Private Securities Litigation Reform Act of 1995 and any applicable Canadian securities legislation. Forward-looking statements in this document may include, but are not limited to, statements with respect to the expected closing of the proposed transaction, plans for the combined operations of BMO and Bank of the West, the financing of the proposed transaction, the financial, operational and capital impacts of the proposed transaction, our strategies or future actions, our targets and commitments, expectations for our financial condition, capital position, the regulatory environment in which we operate, the results of, or outlook for, our operations or for the Canadian and U.S. economies, and include statements made by our management. Forward-looking statements are typically identified by words such as “will”, “would”, “should”, “believe”, “expect”, “anticipate”, “project”, “intend”, “estimate”, “plan”, “goal”, “commit”, “target”, “may”, “might”, “schedule”, “forecast” and “could” or negative or grammatical variations thereof.

By their nature, forward-looking statements require us to make assumptions and are subject to inherent risks and uncertainties, both general and specific in nature. There is significant risk that predictions, forecasts, conclusions or projections will not prove to be accurate, that our assumptions may not be correct, and that actual results may differ materially from such predictions, forecasts, conclusions or projections. The uncertainty created by the COVID-19 pandemic has heightened this risk, given the increased challenge in making assumptions, predictions, forecasts, conclusions or projections. We caution readers of this document not to place undue reliance on our forward-looking statements, as a number of factors – many of which are beyond our control and the effects of which can be difficult to predict – could cause actual future results, conditions, actions or events to differ materially from the targets, expectations, estimates or intentions expressed in the forward-looking statements.

The future outcomes that relate to forward-looking statements may be influenced by many factors, including, but not limited to: the possibility that the proposed transaction does not close when expected or at all because required regulatory approvals and other conditions to closing are not received or satisfied on a timely basis or at all or are received subject to adverse conditions or requirements; the anticipated benefits from the proposed transaction, such as it being accretive to adjusted earnings per share, (“EPS”), creating synergy opportunities and growing our U.S. operations are not realized in the time frame anticipated or at all as a result of changes in general economic and market conditions, interest and exchange rates, monetary policy, laws and regulations (including changes to capital requirements) and their enforcement, and the degree of competition in the geographic and business areas in which Bank of the West currently operates; the business of Bank of the West may not perform as expected or in a manner consistent with historical performance; the ability to promptly and effectively integrate Bank of the West; the ability to fund the proposed transaction from existing excess capital and anticipated capital generation and financing transactions on terms acceptable to BMO; BMO’s ability to achieve its capital targets; BMO’s ability to cross-sell more products to customers; reputational risks and the reaction of Bank of the West’s customers and employees to the transaction; diversion of management time on transaction-related issues; increased exposure to exchange rate fluctuations; and those other factors discussed in the Risks That May Affect Future Results section, and the sections related to credit and counterparty, market, insurance, liquidity and funding, operational non-financial, legal and regulatory, strategic, environmental and social, and reputation risk, in the Enterprise-Wide Risk Management section of BMO’s 2021 Annual Report, all of

which outline certain key factors and risks that may affect our future results and our ability to anticipate and effectively manage risks arising from all of the foregoing factors. We caution that the foregoing list is not exhaustive of all possible factors. Other factors and risks could adversely affect our results. Investors and others should carefully consider these factors and risks, as well as other uncertainties and potential events, and the inherent uncertainty of forward-looking statements.

Assumptions about BMO and Bank of the West's current and expected financial performance (including balance sheet, income statement and regulatory capital figures), expected financing for the proposed transaction (including participation in BMO's DRIP), expected closing date of the proposed transaction, expected synergies (and timing to achieve), integration and restructuring costs, assumed purchase price accounting (including fair value marks), costs of financing, foreign exchange rates, our assumed terminal value multiple, and future regulatory capital requirements, including the Office of the Superintendent of Financial Institutions' announced Basel III reforms effective in the second quarter of fiscal 2023, were considered in estimating the internal rate of return to BMO, adjusted EPS accretion and /or BMO's expected regulatory capital ratios.

Assumptions about our integration plan, the efficiency and duration of integration and the alignment of organizational responsibilities were material factors we considered in estimating transaction and integration costs.

We do not undertake to update any forward-looking statements, whether written or oral, that may be made from time to time by the organization or on its behalf, except as required by law. The forward-looking information contained in this document is presented for the purpose of assisting shareholders and analysts in understanding the proposed transaction and may not be appropriate for other purposes.

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Media Contacts:

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Internet: www.bmo.com; Twitter: @BMOmedia

Form of Newspaper Notice

Bank of Montreal, Montreal, Quebec, Canada, and BMO Financial Corp., Chicago, Illinois, intend to apply to the Federal Reserve Board for permission to acquire BancWest Holding Inc., San Francisco, California, and its subsidiary bank, Bank of the West, San Francisco, California, by share acquisition and merger. 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/notice to Colette A. Fried, Assistant Vice President, Federal Reserve Bank of Chicago, 230 South LaSalle Street, Chicago, IL 60604. The comment period will not end before February 17, 2022 and may be somewhat longer. The Federal Reserve Board's procedures for processing applications/notices may be found at 12 C.F.R. Part 262. Procedures for processing protested applications/notices may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application/notice, contact Jeremiah Boyle, Assistant Vice President for Community and Economic Development at (312) 322-6023; to request a copy of an application, contact Colette A. Fried at (312) 322-6846. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application/notice if they are received in writing by the Reserve Bank on or before the last day of the comment period.

Expected publication date: January 18, 2022

Expected publications: *San Francisco Chronicle, Chicago Tribune*

Balance Sheet and Regulatory Capital

BMO FG

BMO Financial Corp

BMO Harris Bank

BMO FG - Balance Sheet and Regulatory Capital (Page 1 of 1)

(in CDE Millions except as noted)

	Actual					Projected													
	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025		
Regulatory Capital and TLAC Elements																			
Common shares plus related stock surplus	13,912																		
Retained earnings	35,497																		
Accumulated other comprehensive income (and other reserves)	2,556																		
Deduction: Goodwill (net of related tax liability)	(5,207)																		
Deduction: Other intangibles other than mortgage-servicing rights (net of related tax liability)	(1,923)																		
Deduction: Gains or losses due to changes in own credit risk on fair valued liabilities	320																		
Deduction: Defined benefit pension fund net assets (net of related tax liability)	(704)																		
Other deductions	(286)																		
Adjustment for ECL provisioning	325																		
Common Equity Tier 1 Capital (CET1)	44,491																		
Additional Tier 1 instruments plus related stock surplus	5,558																		
Other adjustments	(83)																		
Tier 1 Capital (T1)	49,966																		
Tier 2 instruments plus related stock surplus	6,888																		
Other adjustments	347																		
Total Capital (TC)	57,201																		
Other TLAC instruments	33,238																		
Other adjustments	(86)																		
Total Loss-Absorbing Capacity (TLAC)	90,353																		
Risk-Weighted Assets																			
On B/S																			
Cash and Cash Equivalents	1,389																		
Securities (incl. Reverse Repos)	28,876																		
Loans	156,871																		
Other Assets	8,472																		
Off B/S																			
Contingent Liabilities and Other Off Balance Sheet	5,757																		
Commitment	55,747																		
Other off B/S	15,746																		
Credit Risk	272,858																		
Market Risk	12,066																		
Operational Risk	40,509																		
Floor Adjustment RWA and Basel III Reforms Impact	-																		
Total Risk-Weighted Assets (RWA)	325,433																		
Total Leverage Exposures (LE)	976,690																		
Capital and Liquidity Ratios (%)																			
CET1 Ratio	8.00%	OSFI Minimum	OSFI Expectation	BMO Internal Target	13.7%	%	%	%	%	%	%	%	%	%	%	%	%	%	
Tier 1 Ratio	9.50%	8.00%	10.50%	%	15.4%	%	%	%	%	%	%	%	%	%	%	%	%	%	
Total Capital Ratio	11.50%	9.50%	12.00%	%	17.6%	%	%	%	%	%	%	%	%	%	%	%	%	%	
Leverage ratio	3.00%	11.50%	14.00%	%	5.1%	%	%	%	%	%	%	%	%	%	%	%	%	%	
TLAC Ratio	21.50%	3.00%	3.00%	%	27.8%	%	%	%	%	%	%	%	%	%	%	%	%	%	
TLAC Leverage Ratio	6.75%	21.50%	24.00%	%	9.3%	%	%	%	%	%	%	%	%	%	%	%	%	%	
Liquidity Coverage Ratio (LCR)	100%	6.75%	6.75%	%	125.0%	%	%	%	%	%	%	%	%	%	%	%	%	%	
Notes:																			
1.	[Redacted]																		
2.	[Redacted]																		
3.	[Redacted]																		
4.	[Redacted]																		
5.	[Redacted]																		

BMO Financial Corp.—Balance Sheet and Regulatory Capital (Page 1 of 2)

In \$USD Millions

Common Stock, plus related surplus, net of treasury stock	
Retained earnings	
Goodwill (net of deferred tax liabilities)	
Intangibles (net of deferred tax liabilities)	
Deferred tax assets, from net operating loss (net of deferred tax liabilities)	
Other adjustments	

Common Equity Tier 1 Capital

Preferred stock and related surplus	
Additional tier 1 capital deductions	

Tier 1 Capital

Subordinated debt plus related surplus	
Qualifying Reserve	

Total Capital

Risk Weighted Assets

Credit Risk

On Balance Sheet

Cash, Balance Due and Securities	
Loans and Leases	
Other assets, including On BS securitizations	

Off Balance Sheet

Letters of Credit	
Repo Style, Derivatives including unsettled transactions	
Unused Commitments	

Market Risk

Total Risk Weighted Assets

Average Assets for Leverage Ratio

Average Assets	
Deductions and adjustments	
Average Assets	

Average Assets for Supplementary Leverage Ratio

	Regulatory Min + SCB	Target	Actual Q3 2021	Actual Q4 2021	Projected Q1 2022	Projected Q2 2022	Projected Q3 2022	Projected Q4 2022
CET1 capital ratio	7.5%	%	13.90%	%	%	%	%	%
Tier 1 capital ratio	9.0%	%	14.98%	%	%	%	%	%
Total capital ratio	11.0%	%	16.73%	%	%	%	%	%
Tier 1 leverage ratio	4.0%	%	9.94%	%	%	%	%	%
Supplementary Leverage Ratio	%	%						
Liquidity Coverage Ratio	%	%						

Notes:

[Redacted Notes]

	Actual		Projected			
	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022
Common Stock, plus related surplus, net of treasury stock	9,314					
Retained earnings	11,687					
Goodwill (net of deferred tax liabilities)	(3,380)					
Intangibles (net of deferred tax liabilities)	(104)					
Deferred tax assets, from net operating loss (net of deferred tax liabilities)	(2)					
Other adjustments	-					
Common Equity Tier 1 Capital	17,515					
Preferred stock and related surplus	1,375					
Additional tier 1 capital deductions	(15)					
Tier 1 Capital	18,874					
Subordinated debt plus related surplus	1,195					
Qualifying Reserve	1,008					
Total Capital	21,078					
Risk Weighted Assets						
Credit Risk						
On Balance Sheet						
Cash, Balance Due and Securities	4,895					
Loans and Leases	78,633					
Other assets, including On BS securitizations	8,658					
Off Balance Sheet						
Letters of Credit	2,633					
Repo Style, Derivatives including unsettled transactions	3,227					
Unused Commitments	22,022					
Market Risk	5,958					
Total Risk Weighted Assets	126,025					
Average Assets for Leverage Ratio						
Average Assets	193,265					
Deductions and adjustments	(3,313)					
Average Assets	189,952					

BMO Financial Corp.—Balance Sheet and Regulatory Capital (Page 2 of 2)

in \$USD Millions

Common Stock, plus related surplus, net of treasury stock
Retained earnings
Goodwill (net of deferred tax liabilities)
Intangibles (net of deferred tax liabilities)
Deferred tax assets, from net operating loss (net of deferred tax liabilities)
Other adjustments
Common Equity Tier 1 Capital
Preferred stock and related surplus
Additional tier 1 capital deductions
Tier 1 Capital
Subordinated debt plus related surplus
Qualifying Reserve
Total Capital

Risk Weighted Assets

Credit Risk

On Balance Sheet

- Cash, Balance Due and Securities
- Loans and Leases
- Other assets, including On BS securitizations

Off Balance Sheet

- Letters of Credit
- Repo Style, Derivatives including unsettled transactions
- Unused Commitments

Market Risk

Total Risk Weighted Assets

Average Assets for Leverage Ratio

- Average Assets
- Deductions and adjustments
- Average Assets

Average Assets for Supplementary Leverage Ratio

Combined												
	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
Common Stock, plus related surplus, net of treasury stock												
Retained earnings												
Goodwill (net of deferred tax liabilities)												
Intangibles (net of deferred tax liabilities)												
Deferred tax assets, from net operating loss (net of deferred tax liabilities)												
Other adjustments												
Common Equity Tier 1 Capital												
Preferred stock and related surplus												
Additional tier 1 capital deductions												
Tier 1 Capital												
Subordinated debt plus related surplus												
Qualifying Reserve												
Total Capital												
Risk Weighted Assets												
Credit Risk												
On Balance Sheet												
Cash, Balance Due and Securities												
Loans and Leases												
Other assets, including On BS securitizations												
Off Balance Sheet												
Letters of Credit												
Repo Style, Derivatives including unsettled transactions												
Unused Commitments												
Market Risk												
Total Risk Weighted Assets												
Average Assets for Leverage Ratio												
Average Assets												
Deductions and adjustments												
Average Assets												
Average Assets for Supplementary Leverage Ratio												

	Regulatory Min + SCB	Target	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
CET1 capital ratio	7.5%	7.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%
Tier 1 capital ratio	9.0%	9.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Total capital ratio	11.0%	11.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
Tier 1 leverage ratio	4.0%	4.0%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Supplementary Leverage Ratio	5.0%	5.0%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
Liquidity Coverage Ratio	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

BMO Harris Bank, N.A.—Balance Sheet and Regulatory Capital (Page 1 of 2)

In \$USD Millions

Common Stock, plus related surplus, net of treasury stock
 Retained earnings
 Goodwill (net of deferred tax liabilities)
 Intangibles (net of deferred tax liabilities)
 Deferred tax assets, from net operating loss (net of deferred tax liabilities)
 Other adjustments

Common Equity Tier 1 Capital

Preferred stock and related surplus
 Additional tier 1 capital deductions

Tier 1 Capital

Subordinated debt plus related surplus
 Qualifying Reserve

Total Capital

Risk Weighted Assets

Credit Risk

On Balance Sheet

Cash, Balance Due and Securities
 Loans and Leases
 Other assets, including On BS securitizations

Off Balance Sheet

Letters of Credit
 Repo Style, Derivatives including unsettled transactions
 Unused Commitments

Market Risk

Total Risk Weighted Assets

Average Assets for Leverage Ratio

Average Assets
 Deductions and adjustments
 Average Assets

	Actual		Projected			
	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022
Common Stock, plus related surplus, net of treasury stock	12,034					
Retained earnings	6,213					
Goodwill (net of deferred tax liabilities)	(2,990)					
Intangibles (net of deferred tax liabilities)	(29)					
Deferred tax assets, from net operating loss (net of deferred tax liabilities)	(4)					
Other adjustments	-					
Common Equity Tier 1 Capital	15,224					
Preferred stock and related surplus	-					
Additional tier 1 capital deductions	-					
Tier 1 Capital	15,224					
Subordinated debt plus related surplus	500					
Qualifying Reserve	973					
Total Capital	16,697					
Risk Weighted Assets						
Credit Risk						
On Balance Sheet						
Cash, Balance Due and Securities	4,863					
Loans and Leases	77,711					
Other assets, including On BS securitizations	5,774					
Off Balance Sheet						
Letters of Credit	2,578					
Repo Style, Derivatives including unsettled transactions	557					
Unused Commitments	20,927					
Market Risk	77					
Total Risk Weighted Assets	112,487					
Average Assets for Leverage Ratio						
Average Assets	162,303					
Deductions and adjustments	(3,023)					
Average Assets	159,280					

	Regulatory Well Capitalized	Target	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022
CET1 capital ratio	6.5%							
Tier 1 capital ratio	8.0%							
Total capital ratio	10.0%							
Tier 1 leverage ratio	5.0%							
Liquidity Coverage Ratio								

Notes:

[Redacted Notes]

BMO Harris Bank, N.A.—Balance Sheet and Regulatory Capital (Page 2 of 2)

in \$USD Millions

Common Stock, plus related surplus, net of treasury stock
Retained earnings
Goodwill (net of deferred tax liabilities)
Intangibles (net of deferred tax liabilities)
Deferred tax assets, from net operating loss (net of deferred tax liabilities)
Other adjustments
Common Equity Tier 1 Capital
Preferred stock and related surplus
Additional tier 1 capital deductions
Tier 1 Capital
Subordinated debt plus related surplus
Qualifying Reserve
Total Capital
Risk Weighted Assets
Credit Risk
On Balance Sheet
Cash, Balance Due and Securities
Loans and Leases
Other assets, including On BS securitizations
Off Balance Sheet
Letters of Credit
Repo Style, Derivatives including unsettled transactions
Unused Commitments
Market Risk
Total Risk Weighted Assets
Average Assets for Leverage Ratio
Average Assets
Deductions and adjustments
Average Assets

Combined												
	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
Common Stock, plus related surplus, net of treasury stock												
Retained earnings												
Goodwill (net of deferred tax liabilities)												
Intangibles (net of deferred tax liabilities)												
Deferred tax assets, from net operating loss (net of deferred tax liabilities)												
Other adjustments												
Common Equity Tier 1 Capital												
Preferred stock and related surplus												
Additional tier 1 capital deductions												
Tier 1 Capital												
Subordinated debt plus related surplus												
Qualifying Reserve												
Total Capital												
Risk Weighted Assets												
Credit Risk												
On Balance Sheet												
Cash, Balance Due and Securities												
Loans and Leases												
Other assets, including On BS securitizations												
Off Balance Sheet												
Letters of Credit												
Repo Style, Derivatives including unsettled transactions												
Unused Commitments												
Market Risk												
Total Risk Weighted Assets												
Average Assets for Leverage Ratio												
Average Assets												
Deductions and adjustments												
Average Assets												

	Regulatory Target	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
CET1 capital ratio	6.5%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%
Tier 1 capital ratio	8.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
Total capital ratio	10.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%
Tier 1 leverage ratio	5.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Liquidity Coverage Ratio	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Projected Dividends
BMO FG
BMO Financial Corp
BMO Harris Bank

Projected Dividends

BMO Financial Group

in CDE Millions, except per share

	Q3 2021 Act	Q4 2021 Act	Q1 2022 Fcst	Q2 2022 Fcst	Q3 2022 Fcst	Q4 2022 Fcst	Q1 2023 Fcst	Q2 2023 Fcst	Q3 2023 Fcst	Q4 2023 Fcst	Q1 2024 Fcst	Q2 2024 Fcst	Q3 2024 Fcst	Q4 2024 Fcst	Q1 2025 Fcst	Q2 2025 Fcst	Q3 2025 Fcst	Q4 2025 Fcst	
Common Issuance, due to common equity issuance	-	-																	
Common Issuance, due to DRIP	-	-																	
Common Dividends Per Share	1.06	1.06																	
Common Dividends	686	688																	
Preferred Dividends	61	59																	
Number of BFG shares outstanding (in millions)	648.1	648.1																	
Additional shares issued (in millions)																			
Total BFG shares (in millions)	648.1	648.1																	

BMO Financial Corp.

in USD Millions, except per share

	Q3 2021 Act	Q4 2021 Act	Q1 2022 Fcst	Q2 2022 Fcst	Q3 2022 Fcst	Q4 2022 Fcst	Q1 2023 Fcst	Q2 2023 Fcst	Q3 2023 Fcst	Q4 2023 Fcst	Q1 2024 Fcst	Q2 2024 Fcst	Q3 2024 Fcst	Q4 2024 Fcst	Q1 2025 Fcst	Q2 2025 Fcst	Q3 2025 Fcst	Q4 2025 Fcst	
Common Issuance, due to acquisition	-	-																	
Common Dividends Per Share	-	-																	
Common Dividends	-	-																	
Preferred Dividends	16	16																	

BMO Harris Bank, N.A.

in USD Millions, except per share

	Q3 2021 Act	Q4 2021 Act	Q1 2022 Fcst	Q2 2022 Fcst	Q3 2022 Fcst	Q4 2022 Fcst	Q1 2023 Fcst	Q2 2023 Fcst	Q3 2023 Fcst	Q4 2023 Fcst	Q1 2024 Fcst	Q2 2024 Fcst	Q3 2024 Fcst	Q4 2024 Fcst	Q1 2025 Fcst	Q2 2025 Fcst	Q3 2025 Fcst	Q4 2025 Fcst	
Common Issuance, from merger	-	-																	
Common Dividends Per Share	5.22	31.62																	
Common Dividends	267	1,613																	
Number of BHB shares outstanding	51,018,511.50	51,018,511.50																	
Additional shares issued																			
Total BHB shares	51,018,511.50	51,018,511.50																	

Notes:

1. [Redacted]
2. [Redacted]
3. [Redacted]

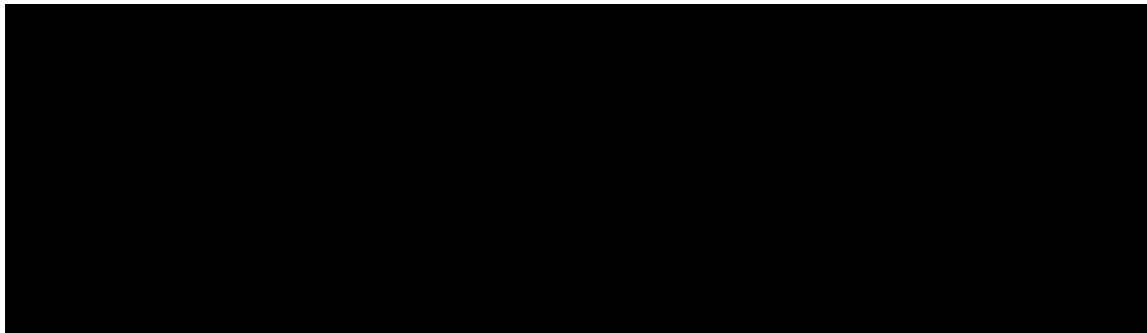
Credit Proforma
BMO FG
BMO Financial Corp.
BMO Harris Bank

**BMO FG
Credit Proforma**

CAD \$ MM	BMO FG 10/31/2021	BW Holding 9/30/2021	BMO FG Pro Forma 10/31/2021
Total Loans ex Rate & Credit Mark	460,826		
Rate & Credit Mark	-		
Total Loans	460,826		
OREO	11		
ALLL	2,564		
Tier 1 Capital	49,966		
Total Loans			
Special Mention			
Substandard			
Doubtful			
Loss			
Criticized Assets			
Classified Assets			
Nonperforming (Nonaccrual + OREO)			
Accruing	458,657		
Nonaccrual	2,169		
Restructured in Compliance with Their Terms	37		
90 DPD and accruing	106		
Ratios			
Criticized / Tier 1 Capital + ALLL	%	%	%
Classified /Tier 1 Capital + ALLL Non	%	%	%
Performing / Total Loans + OREO	0.5%	%	%

Notes:

The following notes apply to the Credit Proforma sections for BMO FG, BMO Financial Corp. and BMO Harris Bank



**BMO FG
Credit Proforma**

CAD \$ MM	BMO FG 1/31/2023	BW Holding 1/31/2023	BMO FG Pro Forma 1/31/2023
Total Loans ex Rate & Credit Mark			
Rate & Credit Mark			
Total Loans			
OREO			
ALLL			
Tier 1 Capital			
Total Loans			
Special Mention			
Substandard			
Doubtful			
Loss			
Criticized Assets			
Classified Assets			
Nonperforming (Nonaccrual + OREO)			
Accruing			
Nonaccrual			
Restructured in Compliance with Their Terms			
90 DPD and accruing			
Ratios			
Criticized / Tier 1 Capital + ALLL	█ %	█ %	█ %
Classified / Tier 1 Capital + ALLL	█ %	█ %	█ %
Non Performing / Total Loans + OREO	█ %	█ %	█ %

BMO FG
Fiscal Quarters

CAD\$ MM	Close												
	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	
Total Loans ex Rate & Credit Mark													
Rate & Credit Mark													
Total Loans													
OREO													
ALLL													
Tier 1 Capital													
Total Loans													
Special Mention													
Substandard													
Doubtful													
Loss													
Criticized Assets													
Classified Assets													
Nonperforming (Nonaccrual + OREO)													
Accruing													
Nonaccrual													
Restructured in Compliance with Their Terms													
90 DPD and accruing													
Ratios													
Criticized / Tier 1 Capital + ALLL	%	%	%	%	%	%	%	%	%	%	%	%	%
Classified /Tier 1 Capital + ALLL	%	%	%	%	%	%	%	%	%	%	%	%	%
Non Performing / Total Loans + OREO	%	%	%	%	%	%	%	%	%	%	%	%	%

**BMO Financial Corp.
Credit Proforma**

USD\$ MM	BFC		
	BFC 9/30/2021	BW Holding 9/30/2021	Pro Forma 9/30/2021
Total Loans ex Rate & Credit Mark	83,401	56,887	
Rate & Credit Mark	-	-	
Total Loans	83,401	56,887	
OREO	3	8	
ALLL	869	772	
Tier 1 Capital	18,874	9,559	

Total Loans			
Special Mention			
Substandard			
Doubtful			
Loss			
Criticized Assets			
Classified Assets			
Nonperforming (Nonaccrual + OREO)	675	475	
Accruing	82,729	56,421	
Nonaccrual	672	467	
Restructured in Compliance with Their Terms			
90 DPD and accruing	37	5	

Ratios

Criticized / Tier 1 Capital + ALLL	%	%	%
Classified /Tier 1 Capital + ALLL	%	%	%
Non Performing / Total Loans + OREO	0.8%	0.8%	%

**BMO Financial Corp.
Credit Proforma**

USD\$ MM	<u>BFC 1/31/2023</u>	<u>BW Holding 1/31/2023</u>	<u>BFC Pro Forma 1/31/2023</u>
Total Loans ex Rate & Credit Mark			
Rate & Credit Mark			
Total Loans			
OREO			
ALLL			
Tier 1 Capital			
Total Loans			
Special Mention			
Substandard			
Doubtful			
Loss			
Criticized Assets			
Classified Assets			
Nonperforming (Nonaccrual + OREO)			
Accruing			
Nonaccrual			
Restructured in Compliance with Their Terms			
90 DPD and accruing			
Ratios			
Criticized / Tier 1 Capital + ALLL	%	%	%
Classified /Tier 1 Capital + ALLL	%	%	%
Non Performing / Total Loans + OREO	%	%	%

BMO Financial Corp.
Calendar Quarters

USD\$ MM	at Close												
	1/31/2023	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
Total Loans ex Rate & Credit Mark													
Rate & Credit Mark													
Total Loans													
OREO													
ALLL													
Tier 1 Capital													
Total Loans													
Special Mention													
Substandard													
Doubtful													
Loss													
Criticized Assets													
Classified Assets													
Nonperforming (Nonaccrual + OREO)													
Accruing													
Nonaccrual													
Restructured in Compliance with Their Terms													
90 DPD and accruing													
Ratios													
Criticized / Tier 1 Capital + ALLL	%	%	%	%	%	%	%	%	%	%	%	%	%
Classified /Tier 1 Capital + ALLL	%	%	%	%	%	%	%	%	%	%	%	%	%
Non Performing / Total Loans + OREO	%	%	%	%	%	%	%	%	%	%	%	%	%

**BMO Harris Bank
Credit Proforma**

USD\$ MM	BHB	BOTW	BHB
	9/30/2021	9/30/2021	Pro Forma 9/30/2021
Total Loans ex Rate & Credit Mark Rate & Credit Mark	82,485	56,887	
	-	-	
Total Loans	82,485	56,887	
OREO	3	8	
ALLL	842	772	
Tier 1 Capital	15,224	9,559	

Total Loans			
Special Mention			
Substandard			
Doubtful			
Loss			
Criticized Assets			
Classified Assets			
Nonperforming (Nonaccrual + OREO)	658	475	
Accruing	81,831	56,421	
Nonaccrual	654	467	
Restructured in Compliance with Their Terms			
90 DPD and accruing	37	5	

Ratios

Criticized / Tier 1 Capital + ALLL	%	%	%
Classified /Tier 1 Capital + ALLL	%	%	%
Non Performing / Total Loans + OREO	0.8%	0.8%	%

**BMO Harris Bank
Credit Proforma**

USD\$ MM	BHB 1/31/2023	BOTW 1/31/2023	BHB Pro Forma 1/31/2023
Total Loans ex Rate & Credit Mark			
Rate & Credit Mark			
Total Loans			
OREO			
ALLL			
Tier 1 Capital			
Total Loans			
Special Mention			
Substandard			
Doubtful			
Loss			
Criticized Assets			
Classified Assets			
Nonperforming (Nonaccrual + OREO)			
Accruing			
Nonaccrual			
Restructured in Compliance with Their Terms			
90 DPD and accruing			
Ratios			
Criticized / Tier 1 Capital + ALLL	%	%	%
Classified /Tier 1 Capital + ALLL	%	%	%
Non Performing / Total Loans + OREO	%	%	%

BMO Harris Bank
Calendar Quarters

USD\$ MM	at Close	2023				2024				2025			
	1/31/2023	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
Total Loans ex Rate & Credit Mark Rate & Credit Mark													
Total Loans													
OREO													
ALLL													
Tier 1 Capital													
Total Loans													
Special Mention													
Substandard													
Doubtful													
Loss													
Criticized Assets													
Classified Assets													
Nonperforming (Nonaccrual + OREO)													
Accruing													
Nonaccrual													
Restructured in Compliance with Their Terms													
90 DPD and accruing													
Ratios													
Criticized / Tier 1 Capital + ALLL	%		%				%	%	%		%	%	
Classified /Tier 1 Capital + ALLL	%		%				%	%	%		%	%	
Non Performing / Total Loans + OREO	%		%				%	%	%		%	%	

Opening Balance Sheet, Balance Sheet - P/E Income Statement
BMO FG

BMO FG
Opening Balance Sheet
Adjustments - Inc (Dec)
See Endnotes

			8	Purchase Accounting & Closing Adjustments					9	5	Cost to Issue Capital	BMO FG Pro Forma 10/31/2021
CAD\$ MM	BMO FG 10/31/2021	BW Holding 9/30/2021	Pre-Close Adjustments	Reverse BW Holding	Loan Credit Mark	Fair Value Rate Mark	GW and Intangibles	Cash Consid.	Day 2 Adjustments	Capital Raises		
Assets												
Cash	101,564											
Securities	340,231											
Gross Loans	460,826											
Allowance	(2,564)											
Net Loans	458,262											
Goodwill	5,378											
Intangibles	2,266											
Other Assets	80,474											
Total Assets	988,175											
Liabilities & Equity												
Deposits	685,631											
FHLB Borrowings	-											
Senior Debt	-											
Subordinated Debt	6,893											
Other Liabilities	238,128											
Total Liabilities	930,652											
Preferred Equity	5,558											
Common Equity	51,965											
Total Equity	57,523											
Total Liabilities & Equity	988,175											

BMO FG
Opening Balance Sheet
Adjustments - Inc (Dec)
See Endnotes

			8	Purchase Accounting & Closing Adjustments					9	5		
	BMO FG	BW Holding	Pre-Close	Reverse	Loan Credit	Fair Value	GW and	Cash	Day 2	Capital	Cost to	BMO FG
	at Close	at Close	Adjustments	BW Holding	Mark	Rate Mark	Intangibles	Consid.	Adjustments	Raises	Issue	Pro Forma
CAD\$ MM	<u>1/31/2023</u>	<u>1/31/2023</u>									Capital	<u>1/31/2023</u>
Assets												
Cash												
Securities												
Gross Loans												
Allowance												
Net Loans												
Goodwill												
Intangibles												
Other Assets												
Total Assets												
Liabilities & Equity												
Deposits												
FHLB Borrowings												
Senior Debt												
Subordinated Debt												
Other Liabilities												
Total Liabilities												
Preferred Equity												
Common Equity												
Total Equity												
Total Liabilities & Equity												

**BMO FG Proforma
Balance Sheet - P/E
Fiscal Quarters**

	Close											
CAD\$ MM	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
<u>Assets</u>												
Cash												
Securities												
Gross Loans												
Allowance												
Net Loans												
Goodwill												
Intangibles												
Other Assets												
Total Assets												
<u>Liabilities & Equity</u>												
Deposits												
FHLB Borrowings												
Senior Debt												
Subordinated Debt												
Other Liabilities												
Total Liabilities												
Preferred Equity												
Common Equity												
Total Equity												
Total Liabilities & Equity												

**BMO FG Proforma
Income Statement
Fiscal Quarters**

CAD\$ MM	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Fiscal Year Annual		
												2023	2024	2025
Net Interest Income														
Non-Interest Income														
Total Revenue														
Non-Interest Expense														
Intangible Amort														
Integration Costs														
Other NIX														
Non-Interest Expense														
PPNR														
Provision for Credit Losses														
Pre-Tax Income														
Taxes														
Net Income														
Preferred Dividends														
Net Inc Avail to Common														

Proforma Financials

Endnotes

- 1 Timing Transaction close is 1/31/23.

- 2 FX rate USD / CAD FX rate of [REDACTED]

- 3 Legal Entities
 - BMO FG BMO Financial Group consolidated Fiscal year CAD\$.
 - BFC BMO Financial Corp consolidated Calendar Year USD\$.
 - BHB BMO Harris Bank consolidated Calendar Year USD\$.
 - BOTW Bank of the West Consolidated Calendar Year USD\$
 - BW Holding BancWest Holding Inc. Consolidated Calendar Year USD\$Note BW Holding converted to Fiscal Year CAD\$ for proforma presentation with BMO FG

- 4 Acquisition Transaction BFC acquires BW Holding for 100% Cash consideration of \$13.8B USD
[REDACTED]
[REDACTED]
BFC merges BOTW into BHB.

- 5 [REDACTED] [REDACTED]

[Redacted]

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[Redacted]

[Redacted]

[Redacted]

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[Redacted]

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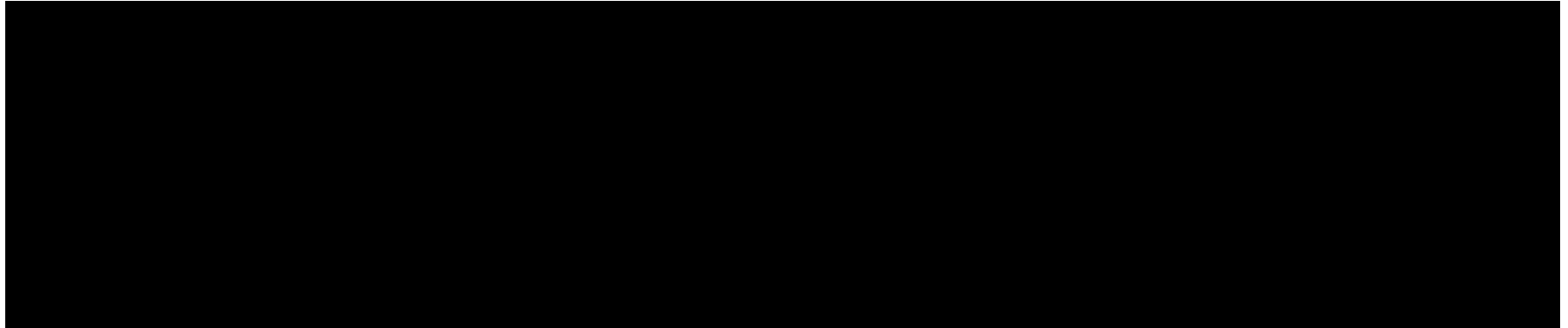
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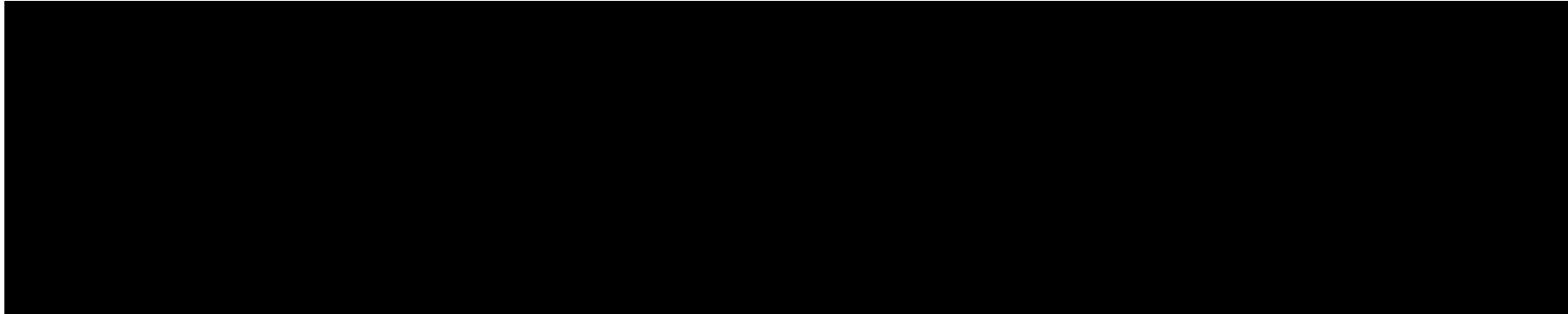
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Opening Balance Sheet, Balance Sheet - P/E Income Statement
BMO Financial Corp.

BMO Financial Corp.
Opening Balance Sheet
Adjustments - Inc (Dec)
See Endnotes

USD\$ MM	BFC 9/30/2021	BW Holding 9/30/2021	8 Pre-Close Adjustments	Purchase Accounting & Closing Adjustments					9 Day 2 Adjustments	5 Capital Raises	BFC Pro Forma 9/30/2021
				Reverse BW Holding	14 Loan Credit Mark	14 Fair Value Rate Mark	7 GW and Intangibles	4 Cash Consid.			
Assets											
Cash	35,818	17,579									
Securities	38,399	23,926									
Gross Loans	83,401	56,887									
Allowance	(869)	(772)									
Net Loans	82,532	56,115									
Goodwill	3,548	4,190									
Intangibles	122	-									
Other Assets	34,727	3,602									
Total Assets	195,146	105,412									
Liabilities & Equity											
Deposits	137,008	89,341									
FHLB Borrowings	-	-									
Senior Debt											
Subordinated Debt	1,195	-									
Other Liabilities											
Total Liabilities	172,756	91,719									
Preferred Equity	1,375	-									
Common Equity	21,015	13,693									
Total Equity	22,390	13,693									
Total Liabilities & Equity	195,146	105,412									

**BMO Financial Corp.
Opening Balance Sheet
Adjustments - Inc (Dec)**

See Endnotes

USD\$ MM	BFC at Close 1/31/2023	BW Holding at Close 1/31/2023	8 Pre-Close Adjustments	Purchase Accounting & Closing Adjustments					9 Day 2 Adjustments	5 Capital Raises	BFC Pro Forma 1/31/2023
				Reverse BW Holding	14 Loan Credit Mark	14 Fair Value Rate Mark	7 GW and Intangibles	4 Cash Consid.			
Assets											
Cash											
Securities											
Gross Loans											
Allowance											
Net Loans											
Goodwill											
Intangibles											
Other Assets											
Total Assets											
Liabilities & Equity											
Deposits											
FHLB Borrowings											
Senior Debt											
Subordinated Debt											
Other Liabilities											
Total Liabilities											
Preferred Equity											
Common Equity											
Total Equity											
Total Liabilities & Equity											

**BMO Financial Corp. Pro Forma
Balance Sheet - P/E
Calendar Quarters**

	at Close												
USD\$ MM	<u>1/31/2023</u>	<u>Q1 2023</u>	<u>Q2 2023</u>	<u>Q3 2023</u>	<u>Q4 2023</u>	<u>Q1 2024</u>	<u>Q2 2024</u>	<u>Q3 2024</u>	<u>Q4 2024</u>	<u>Q1 2025</u>	<u>Q2 2025</u>	<u>Q3 2025</u>	<u>Q4 2025</u>
<u>Assets</u>													
Cash													
Securities													
Gross Loans													
Allowance													
Net Loans													
Goodwill													
Intangibles													
Other Assets													
Total Assets													
<u>Liabilities & Equity</u>													
Deposits													
FHLB Borrowings													
Senior Debt													
Subordinated Debt													
Other Liabilities													
Total Liabilities													
Preferred Equity													
Common Equity													
Total Equity													
Total Liabilities & Equity													

**BMO Financial Corp. Pro Forma
Income Statement
Calendar Quarters**

USD\$ MM	Calendar Quarters												Calendar Year Annual		
	Feb/Mar 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	2023	2024	2025
Net Interest Income															
Non-Interest Income															
Total Revenue															
Non-Interest Expense															
Intangible Amort															
Integration Costs															
Other NIX															
Non-Interest Expense															
PPNR															
Provision for Credit Losses															
Pre-Tax Income															
Taxes															
Net Income															
Preferred Dividends															
Net Inc Avail to Common															

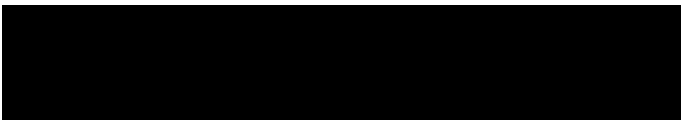
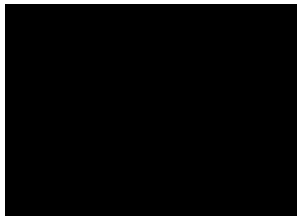
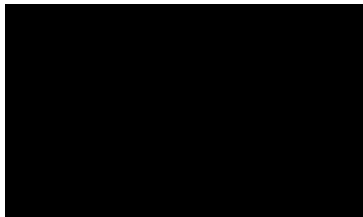
**Proforma Financials
Endnotes**

- 1 Timing Transaction close is 1/31/23.
- 2 FX rate USD / CAD FX rate of [REDACTED]
- 3 Legal Entities
 - BMO FG BMO Financial Group consolidated Fiscal year CAD\$.
 - BFC BMO Financial Corp consolidated Calendar Year USD\$.
 - BHB BMO Harris Bank consolidated Calendar Year USD\$.
 - BOTW Bank of the West Consolidated Calendar Year USD\$
 - BW Holding BancWest Holding Inc. Consolidated Calendar Year USD\$Note BW Holding converted to Fiscal Year CAD\$ for proforma presentation with BMO FG
- 4 Acquisition Transaction BFC acquires BW Holding for 100% Cash consideration of \$13.8B USD
[REDACTED]
BFC merges BOTW into BHB.

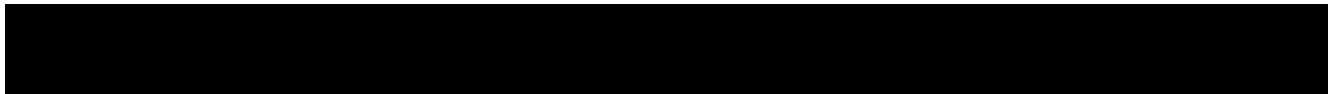
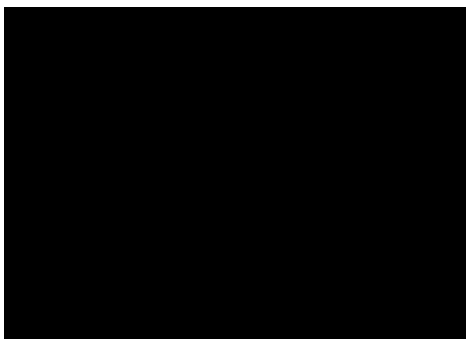
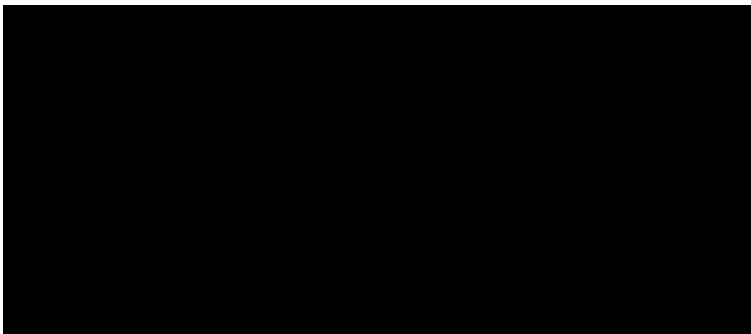
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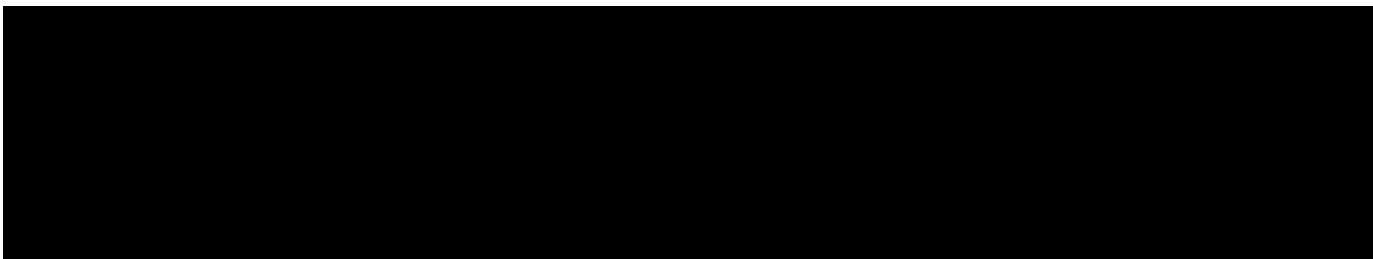
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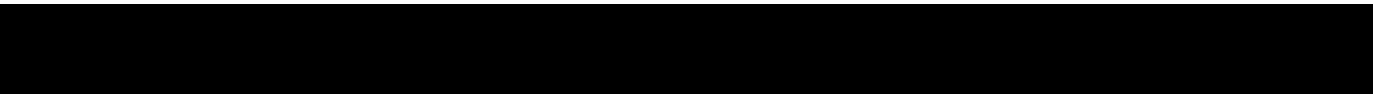
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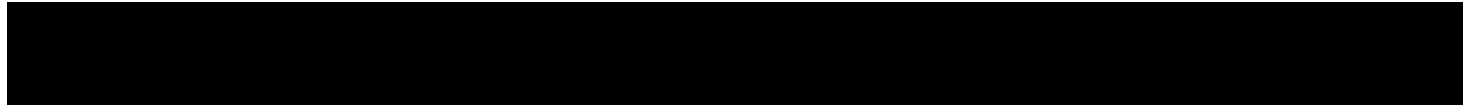
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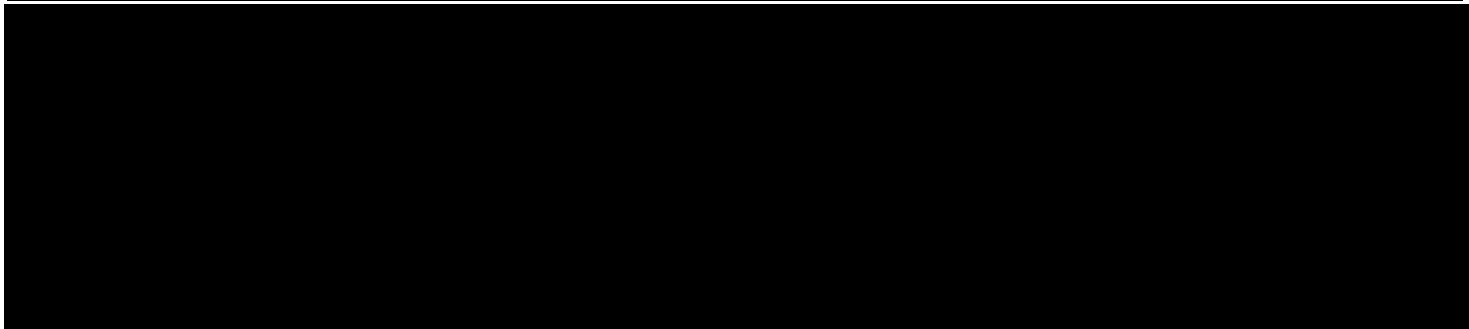
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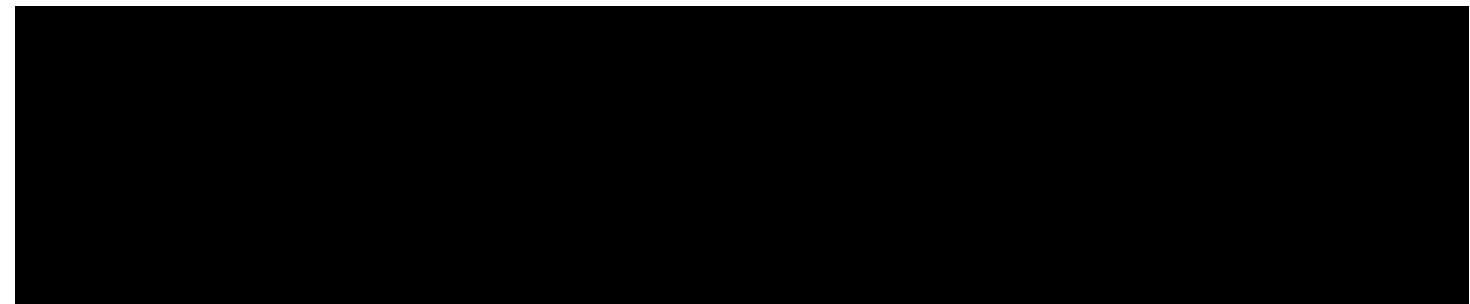
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Opening Balance Sheet, Balance Sheet - P/E Income Statement
BMO Harris Bank

**BMO Harris Bank
Opening Balance Sheet
Adjustments - Inc (Dec)**

See Endnotes

USD\$ MM	BHB 9/30/2021	BOTW 9/30/2021	8 Pre-Close Adjustments	Purchase Accounting & Closing Adjustments				9 Day 2 Adjustments	BHB Pro Forma 9/30/2021
				14 Reverse BOTW	14 Loan Mark	14 Fair Value Mark	7 GW and Intangibles		
Assets									
Cash	35,658	17,579							
Securities	38,329	23,926							
Gross Loans	82,485	56,887							
Allowance	(842)	(772)							
Net Loans	81,644	56,115							
Goodwill	3,097	4,190							
Intangibles	33	-							
Other Assets	7,435	3,602							
Total Assets	166,196	105,412							
Liabilities & Equity									
Deposits	139,123	89,341							
FHLB Borrowings	-	-							
Senior Debt									
Subordinated Debt	500	-							
Other Liabilities									
Total Liabilities	147,710	91,719							
Preferred Equity	-	-							
Common Equity	18,486	13,693							
Total Equity	18,486	13,693							
Total Liabilities & Equity	166,196	105,412							

**BMO Harris Bank
Opening Balance Sheet
Adjustments - Inc (Dec)**

See Endnotes

USD\$ MM	BHB	BOTW	8	Purchase Accounting & Closing Adjustments				9	BHB
	at Close 1/31/2023	at Close 1/31/2023	Pre-Close Adjustments	Reverse BOTW	Loan Mark	Fair Value Mark	GW and Intangibles	Day 2 Adjustments	Pro Forma 1/23/2023
Assets									
Cash									
Securities									
Gross Loans									
Allowance									
Net Loans									
Goodwill									
Intangibles									
Other Assets									
Total Assets									
Liabilities & Equity									
Deposits									
FHLB Borrowings									
Senior Debt									
Subordinated Debt									
Other Liabilities									
Total Liabilities									
Preferred Equity									
Common Equity									
Total Equity									
Total Liabilities & Equity									

**BMO Harris Bank Proforma
Balance Sheet - P/E
Calendar Quarters**

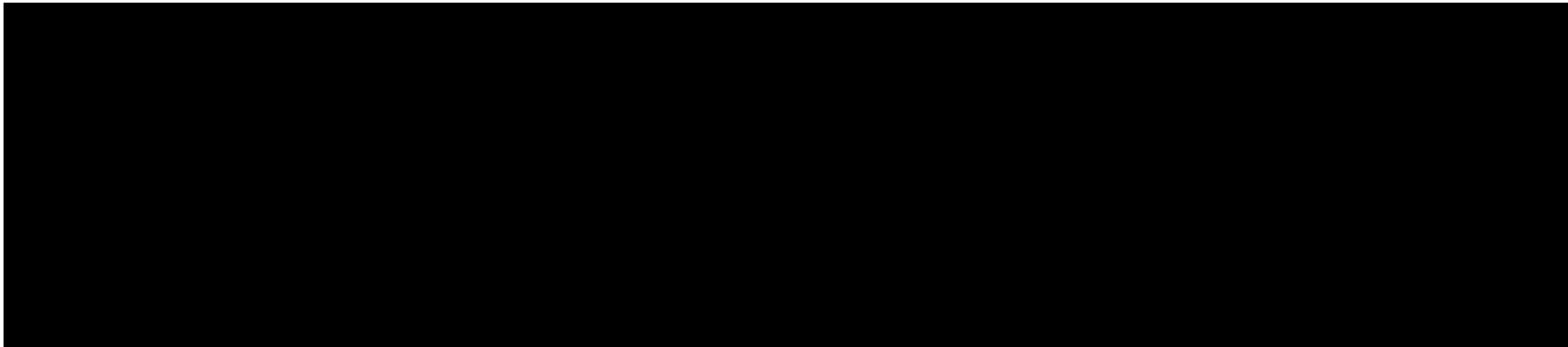
	at Close												
USD\$ MM	1/31/2023	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025
Assets													
Cash													
Securities													
Gross Loans													
Allowance													
Net Loans													
Goodwill													
Intangibles													
Other Assets													
Total Assets													
Liabilities & Equity													
Deposits													
FHLB Borrowings													
Senior Debt													
Subordinated Debt													
Other Liabilities													
Total Liabilities													
Preferred Equity													
Common Equity													
Total Equity													
Total Liabilities & Equity													

**BMO Harris Bank Proforma
Income Statement
Calendar Quarters**

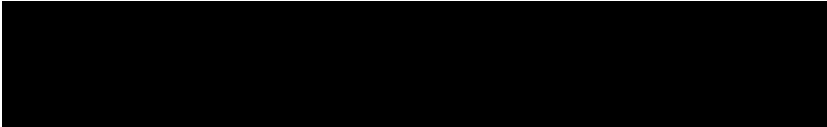
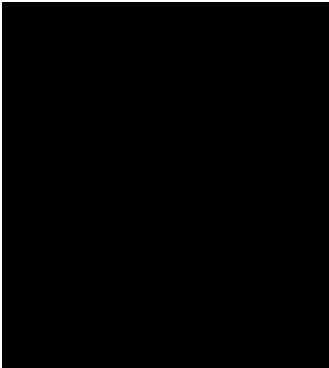
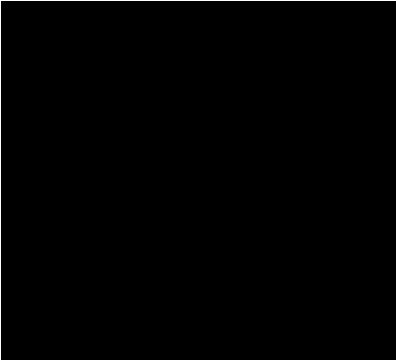
USD\$ MM	Calendar Quarters												Calendar Year Annual		
	Feb/Mar 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	2023	2024	2025
Net Interest Income															
Non-Interest Income															
Total Revenue															
Non-Interest Expense															
Intangible Amort															
Integration Costs															
Other NIX															
Non-Interest Expense															
PPNR															
Provision for Credit Losses															
Pre-Tax Income															
Taxes															
Net Income															
Preferred Dividends															
Net Inc Avail to Common															

Proforma Financials
Endnotes

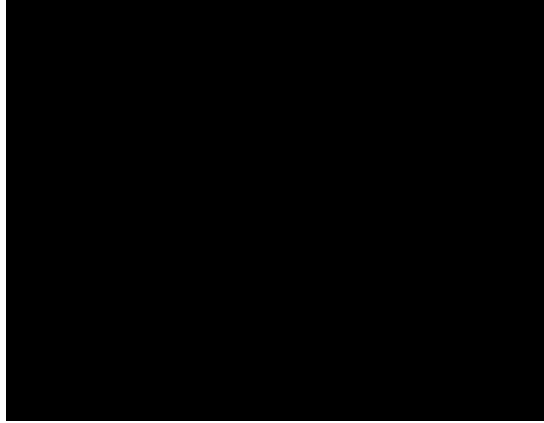
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BFC BMO Financial Corp consolidated Calendar Year USD\$.
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BOTW Bank of the West Consolidated Calendar Year USD\$.
BW Holding BancWest Holding Inc. Consolidated Calendar Year USD\$.
Note BW Holding converted to Fiscal Year CAD\$ for proforma presentation with BMO FG
- 4 Acquisition Transaction BFC acquires BW Holding for 100% Cash consideration of \$13.8B USD
[REDACTED]
BFC merges BOTW into BHB.
- 5 [REDACTED] [REDACTED]



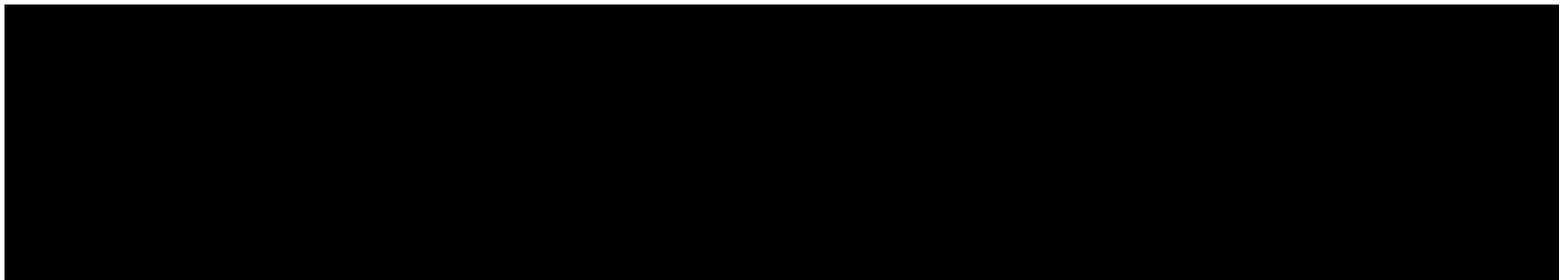
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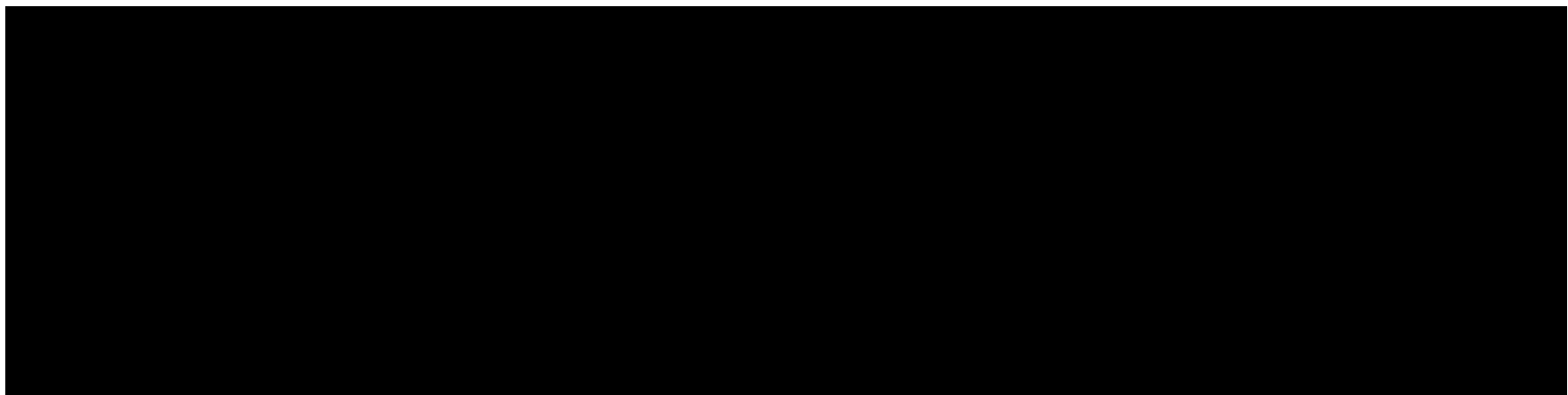
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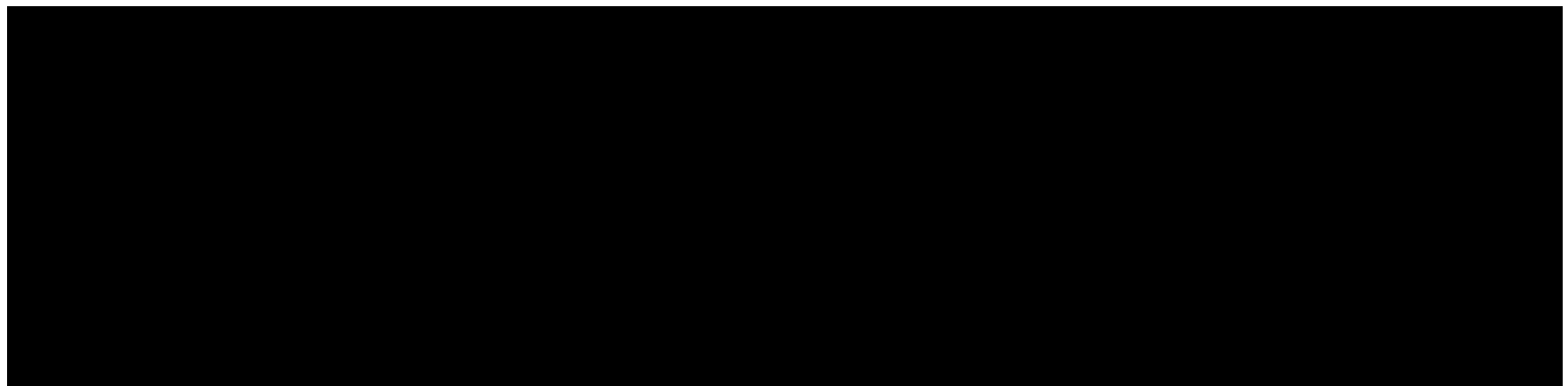
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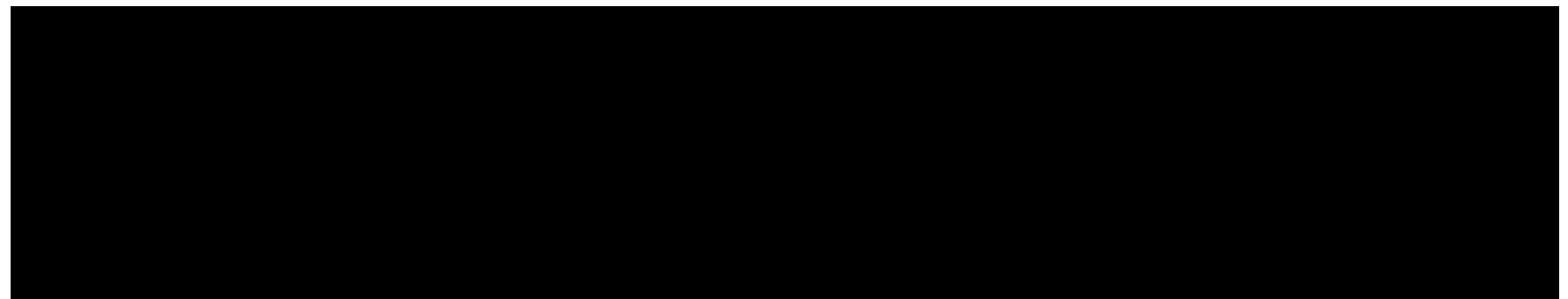
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Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
<u>Kansas City, MO Fed Banking Market</u>									
Bank of Montreal	Bank	10	1.49	1,144,690	1.40	1,144,690	1.44	1,144,690	1.50
BNP Paribas SA	Bank	11	1.64	619,471	0.76	619,471	0.78	619,471	0.81
Post Merger		21	3.14	1,764,161	2.15	1,764,161	2.23	1,764,161	2.31
Pre-merger HHI		312		983		1,039		1,111	
Change		5		2		2		2	
Post-merger HHI		317		985		1,041		1,114	
<u>All Competitors</u>									
UMB Financial Corporation 2/	Bank	30	4.48	21,114,017	25.75	21,114,017	26.65	21,114,017	27.62
Commerce Bancshares, Inc.	Bank	42	6.28	9,844,422	12.00	9,844,422	12.42	9,844,422	12.88
Bank of America Corporation	Bank	33	4.93	6,287,950	7.67	6,287,950	7.94	6,287,950	8.23
U.S. Bancorp	Bank	42	6.28	4,618,038	5.63	4,618,038	5.83	4,618,038	6.04
Central Banccompany, Inc.	Bank	46	6.88	3,155,043	3.85	3,155,043	3.98	3,155,043	4.13
Capitol Federal Financial, Inc.	Thrift	25	3.74	3,136,809	3.82	1,568,405	1.98	-	-
Valley View Bancshares, Inc.	Bank	40	5.98	2,883,788	3.52	2,883,788	3.64	2,883,788	3.77
National Bank Holdings Corporation	Bank	25	3.74	2,323,412	2.83	2,323,412	2.93	2,323,412	3.04
CCB Financial Corporation	Bank	26	3.89	1,958,990	2.39	1,958,990	2.47	1,958,990	2.56
CrossFirst Bankshares, Inc.	Bank	3	0.45	1,699,227	2.07	1,699,227	2.14	1,699,227	2.22
Dickinson Financial Corporation II	Bank	28	4.19	1,516,482	1.85	1,516,482	1.91	1,516,482	1.98
BOK Financial Corporation	Bank	7	1.05	1,468,281	1.79	1,468,281	1.85	1,468,281	1.92
NASB Financial, Inc.	Thrift	9	1.35	1,302,163	1.59	651,082	0.82	-	-
Enterprise Financial Services Corp	Bank	7	1.05	1,155,228	1.41	1,155,228	1.46	1,155,228	1.51
Bank of Montreal	Bank	10	1.49	1,144,690	1.40	1,144,690	1.44	1,144,690	1.50
Wells Fargo & Company	Bank	6	0.90	1,039,270	1.27	1,039,270	1.31	1,039,270	1.36
Heartland Financial USA, Inc.	Bank	7	1.05	931,428	1.14	931,428	1.18	931,428	1.22
Lauritzen Corporation	Bank	10	1.49	930,256	1.13	930,256	1.17	930,256	1.22
Ameri-National Corporation	Bank	5	0.75	886,115	1.08	886,115	1.12	886,115	1.16
Arvest Bank Group, Inc.	Bank	20	2.99	753,825	0.92	753,825	0.95	753,825	0.99
Bank of Labor Bancshares, Inc.	Bank	6	0.90	718,719	0.88	718,719	0.91	718,719	0.94
Lead Financial Group, Inc.	Bank	2	0.30	658,181	0.80	658,181	0.83	658,181	0.86
Blue Ridge Bancshares, Inc.	Bank	8	1.20	620,043	0.76	620,043	0.78	620,043	0.81
BNP Paribas SA	Bank	11	1.64	619,471	0.76	619,471	0.78	619,471	0.81
First Federal Bank of Kansas City	Thrift	11	1.64	607,575	0.74	303,788	0.38	-	-
Equity Bancshares, Inc.	Bank	8	1.20	518,608	0.63	518,608	0.65	518,608	0.68
LoLyn Financial Corporation 1/	Bank	4	0.60	460,865	0.56	460,865	0.58	460,865	0.60
The Osawatomie Agency, Inc.	Bank	5	0.75	427,591	0.52	427,591	0.54	427,591	0.56
Country Agencies & Investments, Inc.	Bank	3	0.45	367,517	0.45	367,517	0.46	367,517	0.48
Great Southern Bancorp, Inc.	Bank	9	1.35	341,255	0.42	341,255	0.43	341,255	0.45
Hawthorn Bancshares, Inc.	Bank	6	0.90	317,397	0.39	317,397	0.40	317,397	0.42
INTRUST Financial Corporation	Bank	4	0.60	290,309	0.35	290,309	0.37	290,309	0.38
Central Bancshares of Kansas City, Inc.	Bank	2	0.30	283,912	0.35	283,912	0.36	283,912	0.37
Citizens Bancshares Co.	Bank	6	0.90	280,501	0.34	280,501	0.35	280,501	0.37
Tonganoxie Bankshares, Inc.	Bank	4	0.60	268,105	0.33	268,105	0.34	268,105	0.35
Cornerstone Bancshares, Inc.	Bank	1	0.15	254,251	0.31	254,251	0.32	254,251	0.33
Trustco Bankshares, Inc.	Bank	2	0.30	244,032	0.30	244,032	0.31	244,032	0.32
OakStar Bancshares, Inc.	Bank	4	0.60	241,092	0.29	241,092	0.30	241,092	0.32
Page Bancshares, Inc.	Bank	1	0.15	235,768	0.29	235,768	0.30	235,768	0.31
Landmark Bancorp, Inc.	Bank	8	1.20	234,220	0.29	234,220	0.30	234,220	0.31
Farmers & Merchants Investment, Inc.	Bank	2	0.30	211,220	0.26	211,220	0.27	211,220	0.28
Simmons First National Corporation	Bank	2	0.30	197,865	0.24	197,865	0.25	197,865	0.26
Community First Bancshares, Inc.	Bank	3	0.45	190,374	0.23	190,374	0.24	190,374	0.25
Wells Bancshares, Inc.	Bank	2	0.30	183,945	0.22	183,945	0.23	183,945	0.24
Wilson Bancshares, Inc.	Bank	3	0.45	179,957	0.22	179,957	0.23	179,957	0.24
Freedom Bancshares, Inc.	Bank	1	0.15	166,045	0.20	166,045	0.21	166,045	0.22
F&C Bancorp, Inc.	Bank	2	0.30	166,036	0.20	166,036	0.21	166,036	0.22
C.S. Bancshares, Inc.	Bank	5	0.75	156,477	0.19	156,477	0.20	156,477	0.20
Adrian Bancshares, Inc.	Bank	3	0.45	154,958	0.19	154,958	0.20	154,958	0.20
Goppert Financial Corp.	Bank	6	0.90	153,862	0.19	153,862	0.19	153,862	0.20
Mutual Savings Association	Thrift	4	0.60	152,717	0.19	76,359	0.10	152,717	0.20
First Interstate BancSystem, Inc.	Bank	2	0.30	147,615	0.18	147,615	0.19	147,615	0.19
First Citizens BancShares, Inc.	Bank	2	0.30	146,125	0.18	146,125	0.18	146,125	0.19

Company	Type	Branches	Share	Total		SBs, S&Ls		2% Test**	Share
				Deposits	Share	Weighted 50%	Share		
<u>Kansas City, MO Fed Banking Market</u>									
Kansas State Bank	Bank	2	0.30	145,931	0.18	145,931	0.18	145,931	0.19
Citizens Federal Savings Bank	Thrift	3	0.45	142,661	0.17	71,331	0.09	-	-
JPMorgan Chase & Co.	Bank	4	0.60	139,175	0.17	139,175	0.18	139,175	0.18
The First National Bank of Louisburg	Bank	3	0.45	138,737	0.17	138,737	0.18	138,737	0.18
Community Bancshares, Inc. 3/	Bank	3	0.45	138,629	0.17	138,629	0.17	138,629	0.18
CCSB Financial Corp.	Bank	3	0.45	137,100	0.17	137,100	0.17	-	-
First Missouri Bancshares, Inc.	Bank	2	0.30	136,051	0.17	136,051	0.17	136,051	0.18
Foote Financial Services, LLC	Bank	1	0.15	132,354	0.16	132,354	0.17	132,354	0.17
FirstSun Capital Bancorp	Bank	2	0.30	130,361	0.16	130,361	0.16	130,361	0.17
Exchange Bankshares Corporation of Kansas	Bank	5	0.75	122,538	0.15	122,538	0.15	122,538	0.16
Blue Lion Bancshares, Inc.	Bank	1	0.15	109,672	0.13	109,672	0.14	109,672	0.14
Pinnacle Bancorp, Inc.	Bank	1	0.15	101,436	0.12	101,436	0.13	101,436	0.13
The PNC Financial Services Group, Inc.	Bank	2	0.30	99,946	0.12	99,946	0.13	99,946	0.13
Farmers Enterprises, Inc.	Bank	2	0.30	95,641	0.12	95,641	0.12	95,641	0.13
First Business Financial Services, Inc.	Bank	1	0.15	91,214	0.11	91,214	0.12	91,214	0.12
Amsterdam Bancshares, Inc.	Bank	5	0.75	88,795	0.11	88,795	0.11	88,795	0.12
First Financial Bancshares, Inc.	Bank	3	0.45	87,700	0.11	87,700	0.11	87,700	0.11
Grain Valley Bancshares, Inc.	Bank	2	0.30	86,474	0.11	86,474	0.11	86,474	0.11
Labette County Bankshares, Inc.	Bank	2	0.30	83,155	0.10	83,155	0.10	83,155	0.11
First Federal of Olathe Bancorp, Inc.	Bank	1	0.15	77,190	0.09	77,190	0.10	-	-
Northern Missouri Bancshares, Inc.	Bank	3	0.45	73,965	0.09	73,965	0.09	73,965	0.10
Astra Financial Corporation	Bank	2	0.30	71,926	0.09	71,926	0.09	71,926	0.09
Missouri Bancorp, Inc.	Bank	2	0.30	67,636	0.08	-	-	-	-
Fidelity Financial Corporation	Bank	1	0.15	67,630	0.08	67,630	0.09	67,630	0.09
BOR Bancorp	Bank	2	0.30	67,436	0.08	67,436	0.09	67,436	0.09
Garnett Bancshares, Inc.	Bank	3	0.45	65,726	0.08	65,726	0.08	65,726	0.09
Gardner Bancshares, Inc.	Bank	1	0.15	65,373	0.08	65,373	0.08	65,373	0.09
Commerce Bank and Trust Holding Company	Bank	3	0.45	58,622	0.07	58,622	0.07	58,622	0.08
Mid-America Bankshares, Inc.	Bank	2	0.30	56,607	0.07	56,607	0.07	56,607	0.07
The Dunmire Agency, Inc.	Bank	1	0.15	56,153	0.07	56,153	0.07	56,153	0.07
Sherwood Community Bank	Bank	3	0.45	54,199	0.07	54,199	0.07	54,199	0.07
Wood & Huston Bancorporation, Inc.	Bank	1	0.15	53,378	0.07	53,378	0.07	53,378	0.07
Argentine Federal Savings	Thrift	2	0.30	52,251	0.06	26,126	0.03	-	-
Padgett Agency, Inc.	Bank	2	0.30	50,615	0.06	50,615	0.06	50,615	0.07
Nodaway Valley Bancshares, Inc.	Bank	2	0.30	48,126	0.06	48,126	0.06	48,126	0.06
Liberty Financial Services, Inc.	Bank	2	0.30	46,789	0.06	46,789	0.06	46,789	0.06
Cunningham Agency, Inc.	Bank	1	0.15	43,203	0.05	43,203	0.05	43,203	0.06
The Bank of Orrick	Bank	2	0.30	41,506	0.05	41,506	0.05	-	-
Knott Holding Company, Inc.	Bank	1	0.15	41,055	0.05	41,055	0.05	41,055	0.05
First State Financial Corporation	Bank	1	0.15	35,160	0.04	35,160	0.04	35,160	0.05
Urich Bancorp, Inc.	Bank	1	0.15	33,371	0.04	33,371	0.04	33,371	0.04
DS Holding Company, Inc.	Bank	1	0.15	32,414	0.04	32,414	0.04	32,414	0.04
Dale Sprague Enterprises, Inc.	Bank	2	0.30	31,951	0.04	31,951	0.04	31,951	0.04
First Centralia Bancshares, Inc.	Bank	1	0.15	27,714	0.03	27,714	0.03	27,714	0.04
The Corder Bank	Bank	1	0.15	21,549	0.03	21,549	0.03	21,549	0.03
Community Bancshares of America, Inc.	Bank	2	0.30	18,153	0.02	18,153	0.02	18,153	0.02
Marshall Community Bancshares, Inc.	Bank	1	0.15	16,410	0.02	16,410	0.02	16,410	0.02
First American Bancshares, Inc.	Bank	1	0.15	16,125	0.02	16,125	0.02	16,125	0.02
Overbrook Bankshares, Inc.	Bank	1	0.15	12,564	0.02	12,564	0.02	12,564	0.02
Southeast Kansas Bancshares, Inc.	Bank	1	0.15	11,783	0.01	11,783	0.01	11,783	0.02
Central of Kansas, Inc.	Bank	1	0.15	11,230	0.01	11,230	0.01	11,230	0.01
Widmer Bancshares, Inc.	Bank	1	0.15	10,164	0.01	10,164	0.01	10,164	0.01
Sterling Bancshares, Inc.	Bank	1	0.15	7,437	0.01	7,437	0.01	7,437	0.01
First State Bancshares, Inc.	Bank	1	0.15	5,835	0.01	5,835	0.01	5,835	0.01
Beal Financial Corporation	Bank	1	0.15	3,424	0.00	-	-	-	-
National Advisors Trust Company	Thrift	1	0.15	500	0.00	250	0.00	-	-
Hy-Vee, Inc.	Thrift	1	0.15	-	-	-	-	-	-
State Street Corporation	Bank	1	0.15	-	-	-	-	-	-
Synchrony Financial	Thrift	1	0.15	-	-	-	-	-	-
Total		669	100.00	82,008,782	100.00	79,240,384	100.00	76,439,967	100.00

** 2% Test: No deposits included for all institutions with less than 2% commercial & industrial loans to total assets ratio as of 6/30/2021.

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
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Kansas City, MO Fed Banking Market

- 1/ Includes Arcadia Financial Corporation.
- 2/ Includes Sturm Financial Group, Inc.
- 3/ Includes HYS Investments, LLC.

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
<u>La Crosse, WI Fed Banking Market</u>									
Bank of Montreal	Bank	2	3.70	127,937	2.89	127,937	2.91	127,937	2.89
BNP Paribas SA	Bank	1	1.85	32,673	0.74	32,673	0.74	32,673	0.74
Post Merger		3	5.56	160,610	3.63	160,610	3.65	160,610	3.63
Pre-merger HHI		624		918		926		918	
Change		14		4		4		4	
Post-merger HHI		638		922		931		922	
<u>All Competitors</u>									
Associated Banc-Corp	Bank	5	9.26	742,074	16.78	742,074	16.87	742,074	16.78
U.S. Bancorp	Bank	2	3.70	683,678	15.46	683,678	15.54	683,678	15.46
Merchants Financial Group, Inc.	Bank	4	7.41	425,443	9.62	425,443	9.67	425,443	9.62
River Holding Company	Bank	6	11.11	326,775	7.39	326,775	7.43	326,775	7.39
Coulee Bancshares, Inc.	Bank	4	7.41	319,778	7.23	319,778	7.27	319,778	7.23
First Bancorporation, Inc.	Bank	3	5.56	306,564	6.93	306,564	6.97	306,564	6.93
Wells Fargo & Company	Bank	2	3.70	293,369	6.63	293,369	6.67	293,369	6.63
Clayton Bankshares, Inc.	Bank	2	3.70	269,353	6.09	269,353	6.12	269,353	6.09
Bremer Financial Corporation	Bank	2	3.70	204,687	4.63	204,687	4.65	204,687	4.63
Bosshard Banco, Ltd.	Bank	5	9.26	184,770	4.18	184,770	4.20	184,770	4.18
Bank of Montreal	Bank	2	3.70	127,937	2.89	127,937	2.91	127,937	2.89
Eitzen Independents, Inc.	Bank	3	5.56	121,425	2.75	121,425	2.76	121,425	2.75
Gale Bank Holding Company, Inc.	Bank	3	5.56	101,628	2.30	101,628	2.31	101,628	2.30
Union State Bank	Bank	2	3.70	90,526	2.05	90,526	2.06	90,526	2.05
Golden Oak Bancshares, Inc.	Bank	2	3.70	50,963	1.15	50,963	1.16	50,963	1.15
HMN Financial, Inc.	Thrift	1	1.85	44,162	1.00	22,081	0.50	44,162	1.00
Firsnabanco, Inc.	Bank	2	3.70	39,731	0.90	39,731	0.90	39,731	0.90
BNP Paribas SA	Bank	1	1.85	32,673	0.74	32,673	0.74	32,673	0.74
BRAD, Inc.	Bank	1	1.85	30,298	0.69	30,298	0.69	30,298	0.69
Citizens Community Bancorp, Inc.	Bank	1	1.85	24,437	0.55	24,437	0.56	24,437	0.55
WNB Holding Company	Bank	1	1.85	1,780	0.04	1,780	0.04	1,780	0.04
Total		54	100.00	4,422,051	100.00	4,399,970	100.00	4,422,051	100.00

** 2% Test: No deposits included for all institutions with less than 2% commercial & industrial loans to total assets ratio as of 6/30/2021.

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
Minneapolis/Saint Paul, MN Fed Banking Market									
Bank of Montreal	Bank	22	3.24	7,789,667	4.33	7,789,667	4.47	7,789,667	4.58
BNP Paribas SA	Bank	4	0.59	971,072	0.54	971,072	0.56	971,072	0.57
Post Merger		26	3.83	8,760,739	4.87	8,760,739	5.03	8,760,739	5.16
Pre-merger HHI		537		2,148		2,272		2,378	
Change		4		5		5		5	
Post-merger HHI		541		2,153		2,277		2,383	
All Competitors									
U.S. Bancorp	Bank	81	11.93	75,869,067	42.20	75,869,067	43.58	75,869,067	44.64
Wells Fargo & Company 4/	Bank	90	13.25	30,019,724	16.70	30,019,724	17.24	30,019,724	17.66
Ameriprise Financial, Inc.	Thrift	2	0.29	8,673,273	4.82	4,336,637	2.49	-	-
Bank of Montreal	Bank	22	3.24	7,789,667	4.33	7,789,667	4.47	7,789,667	4.58
Huntington Bancshares Incorporated	Bank	79	11.63	6,544,990	3.64	6,544,990	3.76	6,544,990	3.85
Bremer Financial Corporation	Bank	18	2.65	5,349,554	2.98	5,349,554	3.07	5,349,554	3.15
Bank of America Corporation	Bank	14	2.06	5,134,285	2.86	5,134,285	2.95	5,134,285	3.02
Old National Bancorp	Bank	29	4.27	3,885,519	2.16	3,885,519	2.23	3,885,519	2.29
Bridgewater Bancshares, Inc.	Bank	8	1.18	2,748,002	1.53	2,748,002	1.58	2,748,002	1.62
State Bankshares, Inc.	Bank	6	0.88	2,558,465	1.42	2,558,465	1.47	2,558,465	1.51
Associated Banc-Corp	Bank	16	2.36	2,254,376	1.25	2,254,376	1.29	2,254,376	1.33
Alerus Financial Corporation	Bank	6	0.88	1,417,297	0.79	1,417,297	0.81	1,417,297	0.83
University Financial Corp, GBC	Bank	4	0.59	1,332,051	0.74	1,332,051	0.77	1,332,051	0.78
Tradition Bancshares, Inc.	Bank	3	0.44	1,197,313	0.67	1,197,313	0.69	1,197,313	0.70
MidWestOne Financial Group, Inc.	Bank	13	1.91	1,180,476	0.66	1,180,476	0.68	1,180,476	0.69
American National Corporation	Bank	7	1.03	1,038,992	0.58	1,038,992	0.60	1,038,992	0.61
BNP Paribas SA	Bank	4	0.59	971,072	0.54	971,072	0.56	971,072	0.57
Choice Financial Holdings, Inc.	Bank	4	0.59	962,445	0.54	962,445	0.55	962,445	0.57
Premier Bank	Bank	8	1.18	904,988	0.50	904,988	0.52	904,988	0.53
N.A. Corporation	Bank	5	0.74	808,345	0.45	808,345	0.46	808,345	0.48
United Bankers' Bancorporation, Inc	Bank	1	0.15	796,015	0.44	-	-	-	-
Heartland Financial USA, Inc.	Bank	2	0.29	762,549	0.42	762,549	0.44	762,549	0.45
Northeast Securities Corporation	Bank	3	0.44	695,480	0.39	695,480	0.40	695,480	0.41
Vermillion Bancshares, Inc.	Bank	6	0.88	669,710	0.37	669,710	0.38	669,710	0.39
Metro North Bancshares, Inc.	Bank	4	0.59	557,763	0.31	557,763	0.32	557,763	0.33
Highland Bancshares, Inc.	Bank	5	0.74	546,601	0.30	546,601	0.31	546,601	0.32
Midcountry Acquisition Corp. 1/	Thrift	9	1.33	529,831	0.29	264,916	0.15	529,831	0.31
Fidelity Holding Company	Bank	1	0.15	523,084	0.29	523,084	0.30	523,084	0.31
Crosstown Holding Company	Bank	9	1.33	520,174	0.29	520,174	0.30	520,174	0.31
Lake Elmo Bancshares, Inc.	Bank	8	1.18	458,858	0.26	458,858	0.26	458,858	0.27
Minnwest Corporation 2/	Bank	5	0.74	453,530	0.25	453,530	0.26	453,530	0.27
Merchants Financial Group, Inc.	Bank	7	1.03	416,916	0.23	416,916	0.24	416,916	0.25
Hopkins Financial Corporation	Bank	12	1.77	409,821	0.23	409,821	0.24	409,821	0.24
Village Bancshares, Inc.	Bank	4	0.59	394,954	0.22	394,954	0.23	394,954	0.23
Frandsen Financial Corporation	Bank	7	1.03	394,434	0.22	394,434	0.23	394,434	0.23
Platinum Bancorp, Inc.	Bank	2	0.29	390,061	0.22	390,061	0.22	390,061	0.23
Alliance Financial Services, Inc.	Bank	1	0.15	356,523	0.20	356,523	0.20	356,523	0.21
Cherokee Bancshares, Inc.	Bank	3	0.44	341,204	0.19	341,204	0.20	341,204	0.20
Bakken Securities, Inc.	Bank	4	0.59	319,676	0.18	319,676	0.18	319,676	0.19
Universal Financial Services, Inc.	Bank	6	0.88	316,542	0.18	316,542	0.18	316,542	0.19
North Star Bank	Bank	2	0.29	312,345	0.17	312,345	0.18	312,345	0.18
Fishback Financial Corporation	Bank	4	0.59	305,702	0.17	305,702	0.18	305,702	0.18
Security Bancshares Co.	Bank	11	1.62	295,023	0.16	295,023	0.17	295,023	0.17
First National Financial Services Inc.	Bank	4	0.59	288,129	0.16	288,129	0.17	288,129	0.17
JPMorgan Chase & Co.	Bank	11	1.62	274,853	0.15	274,853	0.16	274,853	0.16
Think Mutual Bank	Thrift	3	0.44	268,006	0.15	134,003	0.08	-	-
Crown Bankshares, Inc.	Bank	2	0.29	265,557	0.15	265,557	0.15	265,557	0.16
Gateway Bancorporation, Inc.	Bank	2	0.29	244,510	0.14	244,510	0.14	244,510	0.14
First Minnetonka Bancorporation, Inc.	Bank	2	0.29	244,497	0.14	244,497	0.14	244,497	0.14
Flagship Financial Group, Inc.	Bank	5	0.74	241,817	0.13	241,817	0.14	241,817	0.14
Redwood Financial, Inc.	Bank	4	0.59	237,040	0.13	237,040	0.14	237,040	0.14
Premier Bank Minnesota	Bank	5	0.74	236,795	0.13	236,795	0.14	236,795	0.14
Charter Bankshares, Inc.	Bank	2	0.29	215,253	0.12	215,253	0.12	215,253	0.13

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
Minneapolis/Saint Paul, MN Fed Banking Market									
Great Southern Bancorp, Inc.	Bank	4	0.59	213,167	0.12	213,167	0.12	213,167	0.13
Commerce Bancshares, Inc.	Bank	1	0.15	213,145	0.12	213,145	0.12	213,145	0.13
Castle Rock Bank	Bank	3	0.44	211,572	0.12	211,572	0.12	211,572	0.12
BANKWEST Financial, Inc.	Bank	3	0.44	209,813	0.12	209,813	0.12	209,813	0.12
Wyoming Bancshares, Inc.	Bank	2	0.29	190,522	0.11	190,522	0.11	190,522	0.11
Deerwood Bancshares, Inc. 3/	Bank	2	0.29	186,319	0.10	186,319	0.11	186,319	0.11
Union Bank and Trust Company	Bank	1	0.15	185,499	0.10	185,499	0.11	185,499	0.11
Ameri Financial Group, Inc.	Bank	3	0.44	185,231	0.10	185,231	0.11	185,231	0.11
Market Bancorporation, Inc.	Bank	3	0.44	176,664	0.10	176,664	0.10	176,664	0.10
Farmers State Bank of Hamel	Bank	2	0.29	166,781	0.09	166,781	0.10	166,781	0.10
Riverland Bancorporation	Bank	2	0.29	165,366	0.09	165,366	0.09	165,366	0.10
Marine Bancshares, Inc.	Bank	4	0.59	163,189	0.09	163,189	0.09	163,189	0.10
Vision Bancshares, Inc.	Bank	1	0.15	154,861	0.09	154,861	0.09	154,861	0.09
Lake Shore III Corporation	Bank	2	0.29	151,967	0.08	151,967	0.09	151,967	0.09
Centra Ventures, Inc.	Bank	2	0.29	151,736	0.08	151,736	0.09	151,736	0.09
Plato Holdings, Inc.	Bank	1	0.15	149,433	0.08	149,433	0.09	149,433	0.09
Wilcox Bancshares, Inc.	Bank	2	0.29	130,226	0.07	130,226	0.07	130,226	0.08
Lakeview Bancorporation, Inc.	Bank	2	0.29	130,151	0.07	130,151	0.07	130,151	0.08
Bancommunity Service Corporation	Bank	1	0.15	126,073	0.07	126,073	0.07	126,073	0.07
Dunn Investment Co.	Bank	2	0.29	117,797	0.07	117,797	0.07	117,797	0.07
Midwest Minnesota Community Development	Thrift	1	0.15	116,955	0.07	58,478	0.03	116,955	0.07
Citizens BancShares of Woodville, Inc.	Bank	1	0.15	109,689	0.06	109,689	0.06	109,689	0.06
Westbrand, Inc.	Bank	1	0.15	103,007	0.06	103,007	0.06	103,007	0.06
ABDO Investments, Inc.	Bank	1	0.15	101,864	0.06	101,864	0.06	101,864	0.06
Piesco, Inc.	Bank	1	0.15	99,422	0.06	99,422	0.06	99,422	0.06
Maple Banc Shares, Inc.	Bank	1	0.15	96,514	0.05	96,514	0.06	96,514	0.06
Border Bancshares, Inc.	Bank	1	0.15	90,604	0.05	90,604	0.05	90,604	0.05
Great River Holding Company	Thrift	2	0.29	89,090	0.05	44,545	0.03	89,090	0.05
Sterling Financial Group, Inc.	Bank	3	0.44	88,223	0.05	88,223	0.05	88,223	0.05
Higgins Bancorporation, Inc.	Bank	1	0.15	84,864	0.05	84,864	0.05	84,864	0.05
Northfield Bancshares, Inc.	Bank	1	0.15	84,389	0.05	84,389	0.05	84,389	0.05
Midwest Bancshares, Inc.	Bank	3	0.44	76,947	0.04	76,947	0.04	76,947	0.05
CornerStone Bancorporation, Inc.	Bank	2	0.29	75,345	0.04	75,345	0.04	75,345	0.04
Bank Financial Services, Inc.	Thrift	1	0.15	73,400	0.04	36,700	0.02	-	-
Maple Financial Holding Company	Bank	1	0.15	72,511	0.04	72,511	0.04	72,511	0.04
Bravera Holdings Corp.	Bank	1	0.15	67,384	0.04	67,384	0.04	67,384	0.04
Citizens Bancorporation of New Ulm, Inc.	Bank	1	0.15	66,116	0.04	66,116	0.04	66,116	0.04
215 Holding Co.	Bank	1	0.15	65,541	0.04	65,541	0.04	65,541	0.04
Coulee Bancshares, Inc.	Bank	2	0.29	64,304	0.04	64,304	0.04	64,304	0.04
Inver Grove Bancshares, Inc.	Bank	1	0.15	63,715	0.04	63,715	0.04	63,715	0.04
American Equity Bank	Bank	1	0.15	61,135	0.03	61,135	0.04	61,135	0.04
Park Financial Group, Inc.	Bank	2	0.29	59,195	0.03	59,195	0.03	59,195	0.03
Mille Lacs Bancorporation, Inc.	Bank	2	0.29	58,794	0.03	58,794	0.03	58,794	0.03
PSB Financial Shares, Inc.	Bank	1	0.15	53,481	0.03	53,481	0.03	53,481	0.03
Boundary Waters Bank	Bank	2	0.29	52,510	0.03	52,510	0.03	52,510	0.03
Fulda Bancorporation Inc.	Bank	2	0.29	50,983	0.03	50,983	0.03	50,983	0.03
North State Bancshares, Inc.	Bank	2	0.29	47,738	0.03	47,738	0.03	47,738	0.03
HMN Financial, Inc.	Thrift	1	0.15	43,150	0.02	21,575	0.01	43,150	0.03
One Corporation	Bank	1	0.15	41,053	0.02	41,053	0.02	41,053	0.02
Northern Trust Corporation	Bank	1	0.15	36,881	0.02	36,881	0.02	36,881	0.02
Liberty Financial Services of St. Cloud, Inc.	Bank	1	0.15	36,859	0.02	36,859	0.02	-	-
Saint Joseph Bancshares Acquisitions, Inc.	Bank	1	0.15	36,819	0.02	36,819	0.02	36,819	0.02
Forstrom Bancorporation, Inc.	Bank	1	0.15	34,819	0.02	34,819	0.02	34,819	0.02
Kimberly Leasing Corporation	Bank	2	0.29	31,591	0.02	31,591	0.02	31,591	0.02
MidWest Bancorporation, Inc.	Bank	1	0.15	30,071	0.02	30,071	0.02	30,071	0.02
Norbanc Group Inc.	Bank	1	0.15	26,118	0.01	26,118	0.02	26,118	0.02
Citizens Community Bancorp, Inc.	Bank	1	0.15	25,656	0.01	25,656	0.01	25,656	0.02
Royal Bank of Canada	Bank	1	0.15	24,920	0.01	24,920	0.01	24,920	0.01
CNB Financial Corporation	Bank	2	0.29	18,953	0.01	18,953	0.01	18,953	0.01
Faribault Bancshares, Inc.	Bank	1	0.15	17,768	0.01	17,768	0.01	17,768	0.01
J & B Financial Holdings, Inc.	Bank	1	0.15	5,387	0.00	5,387	0.00	5,387	0.00
Rum River Bancorporation, Inc.	Bank	1	0.15	3,183	0.00	3,183	0.00	3,183	0.00
M&T Bank Corporation	Bank	1	0.15	-	-	-	-	-	-

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
Minneapolis/Saint Paul, MN Fed Banking Market									
Minnesota Mutual Companies, Inc.	Bank	1	0.15	-	-	-	-	-	-
Morgan Stanley	Bank	1	0.15	-	-	-	-	-	-
Thrivent Trust Co.	Thrift	1	0.15	-	-	-	-	-	-
Watford City Bancshares, Inc.	Bank	1	0.15	-	-	-	-	-	-
Total		679	100.00	179,789,614	100.00	174,096,747	100.00	169,942,061	100.00

** 2% Test: No deposits included for all institutions with less than 2% commercial & industrial loans to total assets ratio as of 6/30/2021.

1/ Includes Tysan Corporation.

2/ Includes two branches of Waseca Bancshares, Inc. Five other branches sold to Royal Credit Union have been excluded.

3/ Excludes one branch sold to Royal Credit Union.

4/ Reflects CASSIDI reported deposits which excludes branch at 90 S 7th St, Minneapolis holding \$39.1 billion in deposits.

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
<u>Phoenix, AZ Fed Banking Market</u>									
Bank of Montreal	Bank	39	5.54	4,375,261	2.74	4,375,261	2.78	4,375,261	2.76
BNP Paribas SA	Bank	3	0.43	288,074	0.18	288,074	0.18	288,074	0.18
Post Merger		42	5.97	4,663,335	2.92	4,663,335	2.97	4,663,335	2.94
Pre-merger HHI		993		1,606		1,648		1,620	
Change		5		1		1		1	
Post-merger HHI		997		1,607		1,649		1,621	
<u>All Competitors</u>									
JPMorgan Chase & Co.	Bank	141	20.03	41,045,495	25.74	41,045,495	26.10	41,045,495	25.85
Wells Fargo & Company 4/	Bank	110	15.63	33,858,505	21.23	33,858,505	21.53	33,858,505	21.33
Bank of America Corporation	Bank	96	13.64	28,706,522	18.00	28,706,522	18.26	28,706,522	18.08
Western Alliance Bancorporation	Bank	6	0.85	17,868,062	11.20	17,868,062	11.36	17,868,062	11.25
U.S. Bancorp 1/	Bank	49	6.96	6,711,995	4.21	6,711,995	4.27	6,711,995	4.23
Bank of Montreal	Bank	39	5.54	4,375,261	2.74	4,375,261	2.78	4,375,261	2.76
The PNC Financial Services Group, Inc.	Bank	43	6.11	3,489,963	2.19	3,489,963	2.22	3,489,963	2.20
Midland Financial Co.	Thrift	22	3.13	3,466,871	2.17	1,733,436	1.10	3,466,871	2.18
Zions Bancorporation, National Association	Bank	15	2.13	2,557,624	1.60	2,557,624	1.63	2,557,624	1.61
BOK Financial Corporation	Bank	5	0.71	1,803,893	1.13	1,803,893	1.15	1,803,893	1.14
UMB Financial Corporation	Bank	6	0.85	1,532,235	0.96	1,532,235	0.97	1,532,235	0.97
Heartland Financial USA, Inc.	Bank	10	1.42	1,450,248	0.91	1,450,248	0.92	1,450,248	0.91
New York Community Bancorp, Inc.	Bank	11	1.56	1,074,665	0.67	1,074,665	0.68	1,074,665	0.68
FirstBank Holding Company	Bank	14	1.99	989,847	0.62	989,847	0.63	989,847	0.62
Northern Trust Corporation	Bank	2	0.28	800,225	0.50	800,225	0.51	800,225	0.50
First Fidelity Bancorp, Inc.	Bank	6	0.85	756,130	0.47	756,130	0.48	756,130	0.48
Comerica Incorporated	Bank	17	2.41	603,581	0.38	603,581	0.38	603,581	0.38
Western State Agency, Inc.	Bank	6	0.85	593,182	0.37	593,182	0.38	593,182	0.37
Washington Federal, Inc.	Bank	11	1.56	547,896	0.34	547,896	0.35	547,896	0.35
First Citizens BancShares, Inc. 3/	Bank	6	0.85	530,428	0.33	530,428	0.34	530,428	0.33
Manhattan Banking Corporation	Bank	1	0.14	514,547	0.32	514,547	0.33	514,547	0.32
First American Financial Corporation	Thrift	1	0.14	512,395	0.32	256,198	0.16	-	-
BTC Financial Corporation	Bank	3	0.43	479,407	0.30	479,407	0.30	479,407	0.30
Watford City Bancshares, Inc.	Bank	4	0.57	415,351	0.26	415,351	0.26	415,351	0.26
MPB BHC, INC.	Bank	1	0.14	351,824	0.22	351,824	0.22	351,824	0.22
Enterprise Financial Services Corp	Bank	2	0.28	343,103	0.22	343,103	0.22	343,103	0.22
State Bankshares, Inc.	Bank	3	0.43	338,920	0.21	338,920	0.22	338,920	0.21
FineMark Holdings, Inc.	Bank	2	0.28	330,661	0.21	330,661	0.21	330,661	0.21
First Interstate BancSystem, Inc.	Bank	4	0.57	319,961	0.20	319,961	0.20	319,961	0.20
BNP Paribas SA	Bank	3	0.43	288,074	0.18	288,074	0.18	288,074	0.18
Goldwater Bancorp, Inc.	Bank	1	0.14	256,832	0.16	256,832	0.16	256,832	0.16
Pacific Premier Bancorp, Inc.	Bank	1	0.14	253,465	0.16	253,465	0.16	253,465	0.16
First Western Financial, Inc.	Bank	2	0.28	251,964	0.16	251,964	0.16	251,964	0.16
Bancorp 34, Inc.	Thrift	2	0.28	249,540	0.16	124,770	0.08	249,540	0.16
RBAZ Bancorp, Inc.	Bank	2	0.28	205,832	0.13	205,832	0.13	205,832	0.13
FirstSun Capital Bancorp	Bank	4	0.57	191,797	0.12	191,797	0.12	191,797	0.12
Parkway Bancorp, Inc.	Bank	8	1.14	178,735	0.11	178,735	0.11	178,735	0.11
Gateway Commercial Bank	Bank	1	0.14	172,347	0.11	172,347	0.11	172,347	0.11
Stearns Financial Services, Inc.	Bank	1	0.14	142,327	0.09	142,327	0.09	142,327	0.09
Alerus Financial Corporation	Bank	2	0.28	116,863	0.07	116,863	0.07	116,863	0.07
Beal Financial Corporation	Bank	1	0.14	112,184	0.07	-	-	-	-
BNCCORP, Inc.	Bank	1	0.14	105,306	0.07	105,306	0.07	105,306	0.07
First Community Bancshares, Inc.	Bank	16	2.27	83,975	0.05	83,975	0.05	-	-
North Star Holding Company, Inc.	Bank	1	0.14	72,326	0.05	72,326	0.05	72,326	0.05
Rich Land Bancorp, Inc.	Bank	3	0.43	71,939	0.05	71,939	0.05	71,939	0.05
West Valley Bancorp, Inc. 2/	Bank	3	0.43	70,386	0.04	70,386	0.04	70,386	0.04
Horizon Bancorp, Inc. (Lake Havasu City, AZ)	Bank	1	0.14	63,094	0.04	63,094	0.04	63,094	0.04
CBOA Financial, Inc.	Bank	1	0.14	61,827	0.04	61,827	0.04	61,827	0.04
Dickinson Financial Corporation II	Bank	5	0.71	60,902	0.04	60,902	0.04	60,902	0.04
Banterra Corp	Bank	2	0.28	29,141	0.02	29,141	0.02	29,141	0.02
Glacier Bancorp, Inc.	Bank	1	0.14	28,276	0.02	28,276	0.02	28,276	0.02
Meadows Bank	Bank	1	0.14	26,933	0.02	26,933	0.02	26,933	0.02
H Bancorp LLC	Bank	1	0.14	14,691	0.01	14,691	0.01	14,691	0.01

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
Phoenix, AZ Fed Banking Market									
CrossFirst Bankshares, Inc.	Bank	1	0.14	-	-	-	-	-	-
M&T Bank Corporation	Bank	1	0.14	-	-	-	-	-	-
Morgan Stanley	Bank	1	0.14	-	-	-	-	-	-
Scottsdale Community Bank	Bank	1	0.14	-	-	-	-	-	-
Total		704	100.00	159,477,553	100.00	157,250,966	100.00	158,768,999	100.00

** 2% Test: No deposits included for all institutions with less than 2% commercial & industrial loans to total assets ratio as of 6/30/2021.

1/ Includes MUFG Union Bank, NA.

2/ CASSIDI excludes branch in Gila Bend, AZ.

3/ Includes CIT Group, Inc.

4/ Differs from CASSIDI.

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
<u>Prescott, AZ Fed Banking Market</u>									
Bank of Montreal	Bank	2	7.14	169,945	4.47	169,945	4.47	169,945	4.47
BNP Paribas SA	Bank	1	3.57	21,793	0.57	21,793	0.57	21,793	0.57
Post Merger		3	10.71	191,738	5.05	191,738	5.05	191,738	5.05
Pre-merger HHI		1,199		1,583		1,583		1,583	
Change		51		5		5		5	
Post-merger HHI		1,250		1,588		1,588		1,588	
<u>All Competitors</u>									
JPMorgan Chase & Co.	Bank	6	21.43	903,888	23.80	903,888	23.80	903,888	23.80
Wells Fargo & Company	Bank	4	14.29	858,807	22.61	858,807	22.61	858,807	22.61
Zions Bancorporation, National Association	Bank	4	14.29	540,431	14.23	540,431	14.23	540,431	14.23
Bank of America Corporation	Bank	2	7.14	434,642	11.44	434,642	11.44	434,642	11.44
Glacier Bancorp, Inc.	Bank	3	10.71	379,324	9.99	379,324	9.99	379,324	9.99
The PNC Financial Services Group, Inc.	Bank	2	7.14	219,963	5.79	219,963	5.79	219,963	5.79
Bank of Montreal	Bank	2	7.14	169,945	4.47	169,945	4.47	169,945	4.47
New York Community Bancorp, Inc.	Bank	1	3.57	132,153	3.48	132,153	3.48	132,153	3.48
U.S. Bancorp	Bank	1	3.57	92,500	2.44	92,500	2.44	92,500	2.44
Washington Federal, Inc.	Bank	1	3.57	26,925	0.71	26,925	0.71	26,925	0.71
BNP Paribas SA	Bank	1	3.57	21,793	0.57	21,793	0.57	21,793	0.57
Pinnacle Bancorp, Inc.	Bank	1	3.57	18,198	0.48	18,198	0.48	18,198	0.48
Total		28	100.00	3,798,569	100.00	3,798,569	100.00	3,798,569	100.00

** 2% Test: No deposits included for all institutions with less than 2% commercial & industrial loans to total assets ratio as of 6/30/2021.

Company	Type	Branches	Share	Total Deposits	Share	SBs, S&Ls Weighted 50%	Share	2% Test**	Share
<u>Tucson, AZ Fed Banking Market</u>									
Bank of Montreal	Bank	5	3.36	462,685	2.24	462,685	2.24	462,685	2.24
BNP Paribas SA 2/ Post Merger	Bank	6	4.03	1,020,120	4.95	1,020,120	4.95	1,020,120	4.95
		11	7.38	1,482,805	7.19	1,482,805	7.19	1,482,805	7.19
Pre-merger HHI		1,354.4		1,786.0		1,786.0		1,787.9	
Change		27.0		22.2		22.2		22.2	
Post-merger HHI		1,381.5		1,808.2		1,808.2		1,810.1	
<u>All Competitors</u>									
Wells Fargo & Company	Bank	31	20.81	5,458,529	26.46	5,458,529	26.46	5,458,529	26.48
JPMorgan Chase & Co.	Bank	34	22.82	5,235,794	25.38	5,235,794	25.38	5,235,794	25.40
Bank of America Corporation	Bank	23	15.44	3,711,137	17.99	3,711,137	17.99	3,711,137	18.00
The PNC Financial Services Group, Inc.	Bank	11	7.38	1,488,362	7.22	1,488,362	7.22	1,488,362	7.22
BNP Paribas SA 2/	Bank	6	4.03	1,020,120	4.95	1,020,120	4.95	1,020,120	4.95
Zions Bancorporation, National Association	Bank	6	4.03	886,353	4.30	886,353	4.30	886,353	4.30
Bank of Montreal	Bank	5	3.36	462,685	2.24	462,685	2.24	462,685	2.24
Washington Federal, Inc.	Bank	8	5.37	461,769	2.24	461,769	2.24	461,769	2.24
Western Alliance Bancorporation	Bank	2	1.34	427,611	2.07	427,611	2.07	427,611	2.07
Pacific Premier Bancorp, Inc.	Bank	2	1.34	386,910	1.88	386,910	1.88	386,910	1.88
U.S. Bancorp	Bank	6	4.03	244,569	1.19	244,569	1.19	244,569	1.19
CBOA Financial, Inc.	Bank	3	2.01	238,539	1.16	238,539	1.16	238,539	1.16
Northern Trust Corporation	Bank	1	0.67	220,031	1.07	220,031	1.07	220,031	1.07
First Citizens BancShares, Inc.1/	Bank	3	2.01	121,229	0.59	121,229	0.59	121,229	0.59
CCBS Holding LLC	Bank	2	1.34	111,565	0.54	111,565	0.54	111,565	0.54
First Interstate BancSystem, Inc.	Bank	1	0.67	104,551	0.51	104,551	0.51	104,551	0.51
Glacier Bancorp, Inc.	Bank	1	0.67	27,555	0.13	27,555	0.13	27,555	0.13
First Community Bancshares, Inc.	Bank	3	2.01	11,069	0.05	11,069	0.05	-	-
Dickinson Financial Corporation II	Bank	1	0.67	8,340	0.04	8,340	0.04	8,340	0.04
Total		149	100.00	20,626,718	100.00	20,626,718	100.00	20,615,649	100.00

** 2% Test: No deposits included for all institutions with less than 2% commercial & industrial loans to total assets ratio as of 6/30/2021.

1/ Includes CIT Group, Inc.

2/ CASSIDI excludes branch at 63701 E Saddlebrooke Blvd, Tucson with \$120.1 million in deposits.

Board of Governors of the Federal Reserve System



Systemic Risk Report—FR Y-15

Report at the close of business as of the last calendar day of the quarter.

This Report is required by law: Section 5 of the Bank Holding Company Act of 1956; section 10(b) of the Homeowners' Loan Act; and section 8 of the International Banking Act of 1978.

The Federal Reserve may not conduct or sponsor, and an organization (or a person) is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

NOTE: Each banking organization's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the *Systemic Risk Report*. The *Systemic Risk Report* is to be prepared in accordance with instructions provided by the Federal Reserve System. The *Systemic Risk Report* must be signed and attested by the Chief Financial Officer (CFO) of the reporting banking organization (or by the individual performing this equivalent function). For foreign banking organizations, the *Systemic Risk Report* must be signed and attested by an authorized officer of the foreign banking organization.

Date of Report: **September 30, 2021**
Month / Day / Year (RISK 9999)

I, the undersigned CFO (or equivalent/authorized officer) of the named banking organization, attest that the *Systemic Risk Report* (including the supporting schedules) for this report date has been prepared in conformance with the instructions issued by the Federal Reserve System and is true and correct to the best of my knowledge and belief.

Stephen Taylor

BMO FINANCIAL CORP.

Printed Name of Chief Financial Officer (or Equivalent/Authorized Officer) (RISK C490)

Legal Title of Holding Company or Foreign Banking Organization (RSSD 9017)

1209 ORANGE STREET

Signature of Chief Financial Officer (or Equivalent/Authorized Officer) (RISK H321)

(Mailing Address of the Holding Company or Foreign Banking Organization) Street / PO Box (RSSD 9028)

11/18/2021

Date of Signature (MM/DD/YYYY) (RISK J196)

WILMINGTON

City (RSSD 9130)

Country (RSSD 9005)

DE

State (RSSD 9200)

19801

Zip Code (RSSD 9220)

Is confidential treatment requested for any portion of this report submission?	0=No	RISK	
	1=Yes	C447	0

In accordance with the General Instructions for this report (check only one),

1. a letter justifying this request is being provided along with the report (RISK KY38)

2. a letter justifying this request has been provided separately (RISK KY38).....

Person to whom questions about this report should be directed:

Michelle Schimmel

Name / Title (RISK 8901)

262-814-5658

Area Code / Phone Number (RISK 8902)

000000000

Area Code / FAX Number (RISK 9116)

michelle.schimmel@bmo.com

E-mail Address of Contact (RISK 4086)

Banking organizations must maintain in their files a manually signed and attested printout of the data submitted.

The ongoing public reporting burden for this information collection is estimated to average 405 hours per response, including time to gather and maintain data in the required form and to review instructions and complete the information collection. Comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing the burden, may be sent to Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551, and to the Office of Management and Budget, Paperwork Reduction Project (7100-0352), Washington, DC 20503.

Schedule A—Size Indicator

U.S. Dollar Amounts in Thousands		RISK	Amount	
Total Exposures				
1. Derivative exposures:				
a. Current exposure of derivative contracts	M337			1.a.
b. Potential future exposure (PFE) of derivative contracts	M339			1.b.
c. Gross-up for derivatives collateral.....	Y822			1.c.
d. Effective notional amount of written credit derivatives	M340			1.d.
e. Cash variation margin included as an on-balance sheet receivable	Y823			1.e.
f. Exempted central counterparty legs of client-cleared transactions included in items 1(a) and 1(b).....	Y824			1.f.
g. Effective notional amount offsets and PFE adjustments for sold credit protection.....	Y825			1.g.
h. Total derivative exposures (sum of items 1.a. through 1.d, minus the sum of items 1.e through 1.g).....	Y826			1.h.
2. Securities financing transaction (SFT) exposures:				
a. Gross SFT assets	M334			2.a.
b. Counterparty credit risk exposure for SFTs	N507			2.b.
c. SFT indemnification and other agent-related exposures	Y827			2.c.
d. Gross value of offsetting cash payables.....	Y828			2.d.
e. Total SFT exposures (sum of items 2.a through 2.c, minus item 2.d).....	Y829			2.e.
3. Other on-balance sheet exposures:				
a. Other on-balance sheet assets	Y830			3.a.
b. Regulatory adjustments.....	M349			3.b.
4. Other off-balance sheet exposures:				
a. Gross notional amount of items subject to a 0% credit conversion factor (CCF)	M342			4.a.
b. Gross notional amount of items subject to a 20% CCF.....	M718			4.b.
c. Gross notional amount of items subject to a 50% CCF.....	M346			4.c.
d. Gross notional amount of items subject to a 100% CCF	M347			4.d.
e. Credit exposure equivalent of other off-balance sheet items (sum of 0.1 times item 4.a, 0.2 times item 4.b, 0.5 times item 4.c, and item 4.d)	Y831			4.e.
5. Total exposures prior to regulatory deductions (sum of items 1.h, 2.e, 3.a, and 4.e)	Y832			5.
		0=No	RISK	
6. Does item 5 represent an average value over the reporting period? (Enter "1" for Yes; enter "0" for No.) ...		1=Yes	FC52	

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. Securities received as collateral in securities lending	M335			M.1.
2. Cash collateral received in conduit securities lending transactions.....	M336			M.2.
3. Credit derivatives sold net of related credit protection bought	M341			M.3.
4. Total consolidated assets.....	2170			M.4.
5. Total off-balance sheet exposures (item 5 minus M.4.).....	KW01			M.5.
6. Total nonbank assets.	KY47			M.6.

Schedule B—Interconnectedness Indicators

U.S. Dollar Amounts in Thousands		RISK	Amount	
Intra-Financial System Assets				
1. Funds deposited with or lent to other financial institutions				
a. Certificates of deposit	M351			1.
	M355			1.a.
2. Unused portion of committed lines extended to other financial institutions	J458			2.
3. Holdings of securities issued by other financial institutions:				
a. Secured debt securities	M352			3.a.
b. Senior unsecured debt securities	M353			3.b.
c. Subordinated debt securities	M354			3.c.
d. Commercial paper.....	M345			3.d.

Schedule B—Continued

U.S. Dollar Amounts in Thousands		RISK	Amount	
Intra-Financial System Assets—Continued				
e. Equity securities	M356			3.e.
f. Offsetting short positions in relation to the specific equity securities included in item 3.e	M357			3.f.
4. Net positive current exposure of securities financing transactions (SFTs) with other financial institutions ..	M358			4.
5. Over-the-counter (OTC) derivative contracts with other financial institutions that have a net positive fair value:				
a. Net positive fair value	M359			5.a.
b. Potential future exposure	M360			5.b.
6. Total intra-financial system assets (sum of items 1, 2 through 3.e, 4, 5.a, and 5.b, minus item 3.f) ...	M362			6.
Intra-Financial System Liabilities				
7. Deposits due to other financial institutions:				
a. Deposits due to depository institutions	M363			7.a.
b. Deposits due to non-depository financial institutions	M364			7.b.
8. Borrowings obtained from other financial institutions	Y833			8.
9. Unused portion of committed lines obtained from other financial institutions	M365			9.
10. Net negative current exposure of SFTs with other financial institutions	M366			10.
11. OTC derivative contracts with other financial institutions that have a net negative fair value:				
a. Net negative fair value	M367			11.a.
b. Potential future exposure	M368			11.b.
12. Total intra-financial system liabilities (sum of items 7.a through 11.b)	M370			12.
Securities Outstanding				
13. Secured debt securities	M371			13.
14. Senior unsecured debt securities	M372			14.
15. Subordinated debt securities	M373			15.
16. Commercial paper	2309			16.
17. Certificates of deposit	M374			17.
18. Common equity	M375			18.
19. Preferred shares and other forms of subordinated funding not captured in item 15	N509			19.
20. Total securities outstanding (sum of items 13 through 19)	M376			20.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. Standby letters of credit extended to other financial institutions	Y834			M.1.

Schedule C—Substitutability Indicators

U.S. Dollar Amounts in Thousands		RISK	Amount	
Payments Activity				
1. Payments made in the last four quarters:				
a. Australian dollars (AUD)	M377			1.a.
b. Brazilian real (BRL)	M378			1.b.
c. Canadian dollars (CAD)	M379			1.c.
d. Swiss francs (CHF)	M380			1.d.
e. Chinese yuan (CNY)	M381			1.e.
f. Euros (EUR)	M382			1.f.
g. British pounds (GBP)	M383			1.g.
h. Hong Kong dollars (HKD)	M384			1.h.
i. Indian rupee (INR)	M385			1.i.
j. Japanese yen (JPY)	M386			1.j.
k. Mexican pesos (MXN)	Y835			1.k.
l. Swedish krona (SEK)	M387			1.l.
m. United States dollars (USD)	M388			1.m.
2. Payments activity (sum of items 1.a through 1.m)	M390			2.

Schedule C—Continued

U.S. Dollar Amounts in Thousands		RISK	Amount	
Assets Under Custody				
3. Assets held as a custodian on behalf of customers.....		M405		3.
Underwritten Transactions in Debt and Equity Markets				
4. Equity underwriting activity.....		M406		4.
5. Debt underwriting activity.....		M407		5.
6. Total underwriting activity (sum of items 4 and 5).....		M408		6.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. New Zealand dollars (NZD).....		Y836		M.1.
2. Russian rubles (RUB).....		Y837		M.2.
3. Payments made in the last four quarters in all other currencies.....		M389		M.3.
4. Unsecured settlement/clearing lines provided.....		M436		M.4.
5. Securities traded in the last four quarters:				M.5.
a. Securities issued by public sector entities.....		KW46		M.5.a.
b. Other fixed income securities.....		KW48		M.5.b.
c. Listed equities.....		KW50		M.5.c.
d. Other securities.....		KW52		M.5.d.
6. Trading volume - fixed income (sum of items M.5.a and M.5.b).....		MV93		M.6.
7. Trading volume - equities and other securities (sum of items M.5.c and M.5.d).....		MV95		M.7.

Schedule D—Complexity Indicators

U.S. Dollar Amounts in Thousands		RISK	Amount	
Notional Amount of Over-the-Counter (OTC) Derivative Contracts				
1. OTC derivative contracts cleared through a central counterparty.....		M409		1.
2. OTC derivative contracts settled bilaterally.....		M410		2.
3. Total notional amount of OTC derivative contracts (sum of items 1 and 2).....		M411		3.
Trading and Available-for-Sale (AFS) Securities				
4. Trading securities.....		M412		4.
5. AFS securities.....		1773		5.
6. Equity securities with readily determinable fair values not held for trading.....		JA22		6.
7. Total trading, AFS and equity securities with readily determinable fair values not held for trading (sum of items 4, 5, and 6).....		M414		7.
8. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 1 liquid assets.....		N510		8.
9. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 2 liquid assets, with haircuts.....		N511		9.
10. Total adjusted trading, AFS and equity securities with readily determinable fair values not held for trading (item 7 minus items 8 and 9).....		N255		10.
Level 3 Assets				
11. Assets valued for accounting purposes using Level 3 measurement inputs.....		G506		11.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. Held-to-maturity securities.....		1754		M.1.

Schedule E—Cross-Jurisdictional Activity Indicators

U.S. Dollar Amounts in Thousands	RISK	Amount	
Cross-Jurisdictional Claims			
1. Foreign claims on an ultimate-risk basis	M422		1.
Cross-Jurisdictional Liabilities			
2. Foreign liabilities (excluding local liabilities in local currency)	M423		2.
a. Any foreign liabilities to related offices included in item 2	M424		2.a.
3. Local liabilities in local currency	M425		3.
4. Total cross-jurisdictional liabilities (sum of items 2 and 3, minus item 2.a)	M426		4.
5. Cross-jurisdictional activity (sum of items 1 and 4)	KY49		5.

Memoranda

U.S. Dollar Amounts in Thousands	RISK	Amount	
1. Foreign derivative claims on an ultimate-risk basis	KW54		M.1.
2. Total cross-jurisdictional claims (sum of items 1 and M.1)	KW55		M.2.
3. Foreign derivative liabilities on an immediate-counterparty basis	KW56		M.3.
4. Consolidated foreign liabilities on an immediate-counterparty basis excluding derivative liabilities	KW57		M.4.
5. Total cross-jurisdictional liabilities, including derivatives (sum of items M.3 and M.4)	KY50		M.5.

Schedule F—Ancillary Indicators

U.S. Dollar Amounts in Thousands	RISK	Amount	
Ancillary Indicators			
1. Total liabilities	2948		1.
2. Retail funding	M427		2.
3. Total gross revenue	M430		3.
4. Total net revenue	M428		4.
5. Foreign net revenue	M429		5.
6. Gross value of cash provided and gross fair value of securities provided in securities financing transactions (SFTs)	M432		6.
7. Gross value of cash received and gross fair value of securities received in SFTs	M433		7.
8. Gross positive fair value of over-the-counter (OTC) derivative contracts	M434		8.
9. Gross negative fair value of OTC derivative contracts	M435		9.
	Number in Single Units	RISK	
10. Number of jurisdictions	M437		10.

Schedule G—Short-Term Wholesale Funding Indicator

	(Column A) Remaining Maturity of 30 Days or Less		(Column B) Remaining Maturity of 31 to 90 Days		(Column C) Remaining Maturity of 91 to 180 Days		(Column D) Remaining Maturity of 181 to 365 Days	
	RISK	Amount	RISK	Amount	RISK	Amount	RISK	Amount
U.S. Dollar Amounts in Thousands								
Short-term Wholesale Funding								
1. First tier:								
a. Funding secured by level 1 liquid assets	Y838		Y839		Y840		Y841	1. a.
b. Retail brokered deposits and sweeps	Y842		Y843		Y844		Y845	1. b.
c. Unsecured wholesale funding obtained outside of the financial sector	Y846		Y847		Y848		Y849	1. c.
d. Firm short positions involving level 2B liquid assets or non-HQLA	Y850		Y851		Y852		Y853	1. d.
e. Total first tier short-term wholesale funding (sum of items 1. a through 1. d) ..	Y854		Y855		Y856		Y857	1. e.
2. Second tier:								
a. Funding secured by level 2A liquid assets	Y858		Y859		Y860		Y861	2. a.
b. Covered asset exchanges (level 1 to level 2A)	Y862		Y863		Y864		Y865	2. b.
c. Total second tier short-term wholesale funding (sum of items 2. a. and 2. b.) ..	Y866		Y867		Y868		Y869	2. c.
3. Third tier:								
a. Funding secured by level 2B liquid assets	Y870		Y871		Y872		Y873	3. a.
b. Other covered asset exchanges	Y874		Y875		Y876		Y877	3. b.
c. Unsecured wholesale funding obtained within the financial sector	Y878		Y879		Y880		Y881	3. c.
d. Total third tier short-term wholesale funding (sum of items 3. a through 3. c.) ..	Y882		Y883		Y884		Y885	3. d.
4. All other components of short-term wholesale funding	Y886		Y887		Y888		Y889	4.
5. Total short-term wholesale funding, by maturity (weighted sum of items 1. e, 2. c, 3. d, and 4)	Y890		Y891		Y892		Y893	5.
U.S. Dollar Amounts in Thousands								
6. Total short-term wholesale funding (sum of item 5, Columns A through D)								6.
7. Average risk-weighted assets								7.
8. Short-term wholesale funding metric (item 6 divided by item 7)								8.

Schedule H—FBO Size Indicator

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
		RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands						
Total Exposures						
1. Derivative exposures:						
a. Current exposure of derivative contracts	M337	382,902	M337			1.a.
b. Potential future exposure (PFE) of derivative contracts	M339	2,196,016	M339			1.b.
c. Gross-up for derivatives collateral	Y822	0	Y822			1.c.
d. Effective notional amount of written credit derivatives	M340	0	M340			1.d.
e. Cash variation margin included as an on-balance sheet receivable	Y823	0	Y823			1.e.
f. Exempted central counterparty legs of client-cleared transactions included in items 1(a) and 1(b)	Y824	0	Y824			1.f.
g. Effective notional amount offsets and PFE adjustments for sold credit protection	Y825	0	Y825			1.g.
h. Total derivative exposures (sum of items 1.a. through 1.d, minus the sum of items 1.e through 1.g)	Y826	2,578,918	Y826			1.h.
2. Securities financing transaction (SFT) exposures:						
a. Gross SFT assets	M334	19,652,938	M334			2.a.
b. Counterparty credit risk exposure for SFTs	N507	632,224	N507			2.b.
c. SFT indemnification and other agent-related exposures	Y827	0	Y827			2.c.
d. Gross value of offsetting cash payables	Y828	468,829	Y828			2.d.
e. Total SFT exposures (sum of items 2.a through 2.c, minus item 2.d)	Y829	19,816,333	Y829			2.e.
3. Other on-balance sheet exposures:						
a. Other on-balance sheet assets	Y830	173,698,321	Y830			3.a.
b. Regulatory adjustments	M349	3,515,918	M349			3.b.
4. Other off-balance sheet exposures:						
a. Gross notional amount of items subject to a 0% credit conversion factor (CCF)	M342	26,739,459	M342			4.a.
b. Gross notional amount of items subject to a 20% CCF	M718	11,175,008	M718			4.b.
c. Gross notional amount of items subject to a 50% CCF	M346	43,880,481	M346			4.c.
d. Gross notional amount of items subject to a 100% CCF	M347	3,207,254	M347			4.d.
e. Credit exposure equivalent of other off-balance sheet items (sum of 0.1 times item 4.a, 0.2 times item 4.b, 0.5 times item 4.c, and item 4.d)	Y831	30,056,442	Y831			4.e.
5. Total exposures prior to regulatory deductions (sum of items 1.h, 2.e, 3.a, and 4.e)	Y832	226,150,014	Y832			5.
6. Does item 5 represent an average value over the reporting period? (Enter "1" for Yes; enter "0" for No.)						
		0=No	RISI	0=No	RISO	
		1=Yes	FC52	1=Yes	FC52	6.
			1			

Memoranda

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
		RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands						
1. Securities received as collateral in securities lending	M335	275,999	M335			M.1.
2. Cash collateral received in conduit securities lending transactions	M336	4,055,889	M336			M.2.
3. Credit derivatives sold net of related credit protection bought	M341	0	M341			M.3.
4. Total assets	2170	193,265,332	2170			M.4.
5. Total off-balance sheet exposures (item 5 minus M.4.)	KW01	32,884,682	KW01			M.5.
6. Total nonbank assets	KY47	32,498,294	KY47			M.6.

Schedule I—FBO Interconnectedness Indicators

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
		RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands						
Intra-Financial System Assets						
1.	Funds deposited with or lent to other financial institutions	M351	18,315,434	M351		1.
a.	Certificates of deposit	M355	0	M355		1.a.
2.	Unused portion of committed lines extended to other financial institutions ..	J458	22,598,079	J458		2.
3.	Holdings of securities issued by other financial institutions:					
a.	Secured debt securities	M352	71,893	M352		3.a.
b.	Senior unsecured debt securities	M353	0	M353		3.b.
c.	Subordinated debt securities	M354	0	M354		3.c.
d.	Commercial paper	M345	0	M345		3.d.
e.	Equity securities	M356	39,330	M356		3.e.
f.	Offsetting short positions in relation to the specific equity securities included in item 3.e	M357	0	M357		3.f.
4.	Net positive current exposure of securities financing transactions (SFTs) with other financial institutions	M358	157,661	M358		4.
5.	Over-the-counter (OTC) derivative contracts with other financial institutions that have a net positive fair value:					
a.	Net positive fair value	M359	6,750	M359		5.a.
b.	Potential future exposure	M360	22,620	M360		5.b.
6.	Total intra-financial system assets (sum of items 1, 2 through 3.e, 4, 5.a, and 5.b, minus item 3.f)	M362	41,211,767	M362		6.
Intra-Financial System Liabilities						
7.	Deposits due to other financial institutions:					
a.	Deposits due to depository institutions	M363	764,781	M363		7.a.
b.	Deposits due to non-depository financial institutions	M364	32,813,197	M364		7.b.
8.	Borrowings obtained from other financial institutions	Y833	76,050	Y833		8.
9.	Unused portion of committed lines obtained from other financial institutions...	M365	0	M365		9.
10.	Net negative current exposure of SFTs with other financial institutions	M366	961,432	M366		10.
11.	OTC derivative contracts with other financial institutions that have a net negative fair value:					
a.	Net negative fair value	M367	15,079	M367		11.a.
b.	Potential future exposure	M368	37,336	M368		11.b.
12.	Total intra-financial system liabilities (sum of items 7.a through 11.b)	M370	34,667,875	M370		12.
Securities Outstanding						
13.	Secured debt securities	M371	206,717	M371		13.
14.	Senior unsecured debt securities	M372	7,760,215	M372		14.
15.	Subordinated debt securities	M373	1,195,000	M373		15.
16.	Commercial paper	2309	0	2309		16.
17.	Certificates of deposit	M374	9,918,465	M374		17.
18.	Common equity	M375	0	M375		18.
19.	Preferred shares and other forms of subordinated funding not captured in item 15	N509	0	N509		19.
20.	Total securities outstanding (sum of items 13 through 19)	M376	19,080,397	M376		20.

Memoranda

		U.S. Dollar Amounts in Thousands				
		RISI	Amount		RISO	Amount
1.	Standby letters of credit extended to other financial institutions	Y834	453,709	Y834		M.1.

Schedule J—FBO Substitutability Indicators

	(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
	RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands					
Payments Activity					
1. Payments made in the last four quarters:					
a. Australian dollars (AUD)	M377	4,815,831	M377		1.a.
b. Brazilian real (BRL)	M378	0	M378		1.b.
c. Canadian dollars (CAD)	M379	19,146,772	M379		1.c.
d. Swiss francs (CHF)	M380	3,056,574	M380		1.d.
e. Chinese yuan (CNY)	M381	3,618,550	M381		1.e.
f. Euros (EUR)	M382	43,048,004	M382		1.f.
g. British pounds (GBP)	M383	15,953,408	M383		1.g.
h. Hong Kong dollars (HKD)	M384	1,191,763	M384		1.h.
i. Indian rupee (INR)	M385	7,936	M385		1.i.
j. Japanese yen (JPY)	M386	13,075,989	M386		1.j.
k. Mexican pesos (MXN)	Y835	9,872,054	Y835		1.k.
l. Swedish krona (SEK)	M387	424,651	M387		1.l.
m. United States dollars (USD)	M388	7,708,710,423	M388		1.m.
2. Payments activity (sum of items 1.a through 1.m)	M390	7,822,921,955	M390		2.
Assets Under Custody					
3. Assets held as a custodian on behalf of customers	M405	302,211,126	M405		3.
Underwritten Transactions in Debt and Equity Markets					
4. Equity underwriting activity	M406	3,670,606	M406		4.
5. Debt underwriting activity	M407	26,055,130	M407		5.
6. Total underwriting activity (sum of items 4 and 5)	M408	29,725,736	M408		6.

Memoranda

	U.S. Dollar Amounts in Thousands				
	RISI	Amount	RISO	Amount	
1. New Zealand dollars (NZD)	Y836	315,492	Y836		M.1.
2. Russian rubles (RUB)	Y837	0	Y837		M.2.
3. Payments made in the last four quarters in all other currencies	M389	5,846,151	M389		M.3.
4. Unsecured settlement/clearing lines provided	M436	0	M436		M.4.
5. Securities traded in the last four quarters:					
a. Securities issued by public sector entities	KW46	107,684,570	KW46		M.5.a.
b. Other fixed income securities	KW48	5,437,705,106	KW48		M.5.b.
c. Listed equities	KW50	1,906,556,803	KW50		M.5.c.
d. Other securities	KW52	268,084,514	KW52		M.5.d.
6. Trading volume - fixed income (sum of items M.5.a and M.5.b)	MV93	5,545,389,676	MV93		M.6.
7. Trading volume - equities and other securities					
(sum of items M.5.c and M.5.d)	MV95	2,174,641,317	MV95		M.7.

Schedule K—FBO Complexity Indicators

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
U.S. Dollar Amounts in Thousands		RISI	Amount	RISO	Amount	
Notional Amount of Over-the-Counter (OTC) Derivative Contracts						
1. OTC derivative contracts cleared through a central counterparty	M409	14,150,618	M409			1.
2. OTC derivative contracts settled bilaterally	M410	26,218,679	M410			2.
3. Total notional amount of OTC derivative contracts (sum of items 1 and 2) ..	M411	40,369,297	M411			3.
Trading and Available-for-Sale (AFS) Securities						
4. Trading securities	M412	5,284,290	M412			4.
5. AFS securities	1773	35,276,712	1773			5.
6. Equity securities with readily determinable fair values not held for trading	JA22	9,609	JA22			6.
7. Total trading, AFS and equity securities with readily determinable fair values not held for trading (sum of items 4, 5, and 6)	M414	40,570,611	M414			7.
8. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 1 liquid assets	N510	18,743,823	N510			8.
9. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 2 liquid assets, with haircuts	N511	16,422,855	N511			9.
10. Total adjusted trading, AFS and equity securities with readily determinable fair values not held for trading (item 7 minus items 8 and 9)	N255	5,403,933	N255			10.
Level 3 Assets						
11. Assets valued for accounting purposes using Level 3 measurement inputs	G506	666,516	G506			11.

Memoranda

		U.S. Dollar Amounts in Thousands				
		RISI	Amount	RISO	Amount	
1. Held-to-maturity securities	1754	3,122,541	1754			M.1.

Schedule L—FBO Cross-Jurisdictional Activity Indicators

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
U.S. Dollar Amounts in Thousands		RISI	Amount	RISO	Amount	
Cross-Jurisdictional Claims						
1. Foreign claims on an ultimate-risk basis	M422	5,056,000	M422			1.
a. Adjusted foreign claims on an ultimate-risk basis	LA95	4,335,000	LA95			1.a.
Cross-Jurisdictional Liabilities						
2. Foreign liabilities (excluding local liabilities in local currency)	M423	9,905,000	M423			2.
a. Any foreign liabilities to foreign offices included in item 2	M424	2,587,000	M424			2.a.
3. Local liabilities in local currency	M425	0	M425			3.
4. Total cross-jurisdictional liabilities (sum of items 2 and 3, minus item 2.a) ..	M426	7,318,000	M426			4.
5. Cross-jurisdictional activity (sum of items 1(a) and 4)	KY49	11,653,000	KY49			5.

Memoranda

		U.S. Dollar Amounts in Thousands				
		RISI	Amount	RISO	Amount	
1. Foreign derivative claims on an ultimate-risk basis	KW54	112,000	KW54			M.1.
2. Total cross-jurisdictional claims (sum of items 1 and M.1)	KW55	5,168,000	KW55			M.2.
3. Foreign derivative liabilities on an immediate-counterparty basis	KW56	6,142	KW56			M.3.
4. Consolidated foreign liabilities on an immediate-counterparty basis excluding derivative liabilities	KW57	7,318,000	KW57			M.4.
5. Total cross-jurisdictional liabilities, including derivatives (sum of items M.3 and M.4)	KY50	7,324,142	KY50			M.5.

Schedule M—FBO Ancillary Indicators

	(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
	RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands					
Ancillary Indicators					
1. Total liabilities.....	2948	172,755,918	2948		1.
2. Retail funding	M427	46,785,388	M427		2.
3. Total gross revenue	M430	4,887,915	M430		3.
4. Total net revenue	M428	4,450,068	M428		4.
5. Foreign net revenue.....	M429	0	M429		5.
6. Gross value of cash provided and gross fair value of securities provided in securities financing transactions (SFTs)	M432	22,461,327	M432		6.
7. Gross value of cash received and gross fair value of securities received in SFTs	M433	23,032,024	M433		7.
8. Gross positive fair value of over-the-counter (OTC) derivative contracts ...	M434	308,292	M434		8.
9. Gross negative fair value of OTC derivative contracts	M435	155,889	M435		9.
	Number in Single Units				
10. Number of jurisdictions	M437	1	M437		10.

Schedule N—FBO Short-Term Wholesale Funding Indicator

Part I

	Remaining Maturity of 30 Days or Less (Column A)		Remaining Maturity of 31 to 90 Days (Column C)			
	RISI	Amount	RISO	Amount		RISI
U.S. Dollar Amounts in Thousands						
Short-term Wholesale Funding						
1. First tier:						
a. Funding secured by level 1 liquid assets	Y838	7,914,985	Y838	1,308,479	Y839	Y839
b. Retail brokered deposits and sweeps	Y842	110,036	Y842	272,438	Y843	Y843
c. Unsecured wholesale funding obtained outside of the financial sector ...	Y846	25,442,162	Y846	201,759	Y847	Y847
d. Firm short positions involving level 2B liquid assets or non-HQLA	Y850	861,492	Y850	0	Y851	Y851
e. Total first tier short-term wholesale funding (sum of items 1.a through 1.d) ..	Y854	34,328,675	Y854	1,782,676	Y855	Y855
2. Second tier:						
a. Funding secured by level 2A liquid assets	Y858	5,670,548	Y858	1,787,430	Y859	Y859
b. Covered asset exchanges (level 1 to level 2A)	Y862	0	Y862	0	Y863	Y863
c. Total second tier short-term wholesale funding (sum of items 2.a. and 2.b) ..	Y866	5,670,548	Y866	1,787,430	Y867	Y867
3. Third tier:						
a. Funding secured by level 2B liquid assets	Y870	3,480,930	Y870	144,402	Y871	Y871
b. Other covered asset exchanges	Y874	1,050,889	Y874	0	Y875	Y875
c. Unsecured wholesale funding obtained within the financial sector	Y878	23,206,016	Y878	1,250,238	Y879	Y879
d. Total third tier short-term wholesale funding (sum of items 3.a through 3.c) ..	Y882	27,737,835	Y882	1,394,640	Y883	Y883
4. All other components of short-term wholesale funding	Y886	6,959,683	Y886	435,840	Y887	Y887
5. Total short-term wholesale funding, by maturity (weighted sum of items 1.e, 2.c, 3.d, and 4)	Y890	39,180,502	Y890	1,649,325	Y891	Y891

Schedule N—Continued

Part II

	Remaining Maturity of 91 to 180 Days (Column E)		Remaining Maturity of 181 to 365 Days (Column G)		Remaining Maturity of 181 to 365 Days (Column H)	
	RISI	Amount	RISO	Amount	RISO	Amount
U.S. Dollar Amounts in Thousands						
Short-term Wholesale Funding						
1. First tier:						
a. Funding secured by level 1 liquid assets	Y840	1,024,364	Y840	52,994	Y841	Y841
b. Retail brokered deposits and sweeps	Y844	165,005	Y844	52,126	Y845	Y845
c. Unsecured wholesale funding obtained outside of the financial sector ...	Y848	225,960	Y848	326,823	Y849	Y849
d. Firm short positions involving level 2B liquid assets or non-HQLA	Y852	0	Y852	0	Y853	Y853
e. Total first tier short-term wholesale funding (sum of items 1.a through 1.d) ..	Y856	1,415,329	Y856	431,943	Y857	Y857
2. Second tier:						
a. Funding secured by level 2A liquid assets	Y860	148,465	Y860	12,803	Y861	Y861
b. Covered asset exchanges (level 1 to level 2A)	Y864	0	Y864	0	Y865	Y865
c. Total second tier short-term wholesale funding (sum of items 2.a. and 2.b.) ..	Y868	148,465	Y868	12,803	Y869	Y869
3. Third tier:						
a. Funding secured by level 2B liquid assets	Y872	66,529	Y872	270,586	Y873	Y873
b. Other covered asset exchanges	Y876	0	Y876	0	Y877	Y877
c. Unsecured wholesale funding obtained within the financial sector	Y880	352,552	Y880	3,889,403	Y881	Y881
d. Total third tier short-term wholesale funding (sum of items 3.a through 3.c) ..	Y884	419,081	Y884	4,159,989	Y885	Y885
4. All other components of short-term wholesale funding	Y888	316,793	Y888	109,967	Y889	Y889
5. Total short-term wholesale funding, by maturity (weighted sum of items 1.e, 2.c, 3.d, and 4)	Y892	278,013	Y892	443,491	Y893	Y893
U.S. Dollar Amounts in Thousands						
6. Total short-term wholesale funding (Column A: sum of B, C, E, and G in item 5; Column B: sum of B, D, F, and H in item 5) ..	RISI	Amount	RISO	Amount	RISO	Amount
7. Average risk-weighted assets	Y894	41,551,331	Y894	125,462,279	Y895	Y895
8. Short-term wholesale funding metric (item 6 divided by item 7)	RISI	Percentage	RISO	Percentage	RISO	Percentage
	Y896	33.12	Y896		Y896	

Optional Narrative Statement

The management of the reporting banking organization has the option to submit a public statement regarding the values reported on the FR Y-15. The statement must not contain any confidential information that would compromise customer privacy or that the respondent is not willing to have made public. Furthermore, the information in the narrative statement must be accurate and must not be misleading.

The statement may not exceed 750 characters, including punctuation, indentation, and standard spacing between words and sentences. Statements exceeding this limit will be truncated at

750 characters with no notice to the respondent. Other than the truncation of statements exceeding the character limit, the statement will appear on agency computerized records and in releases to the public exactly as submitted. Public disclosure of the statement shall not signify that a federal supervisory agency has verified the accuracy or relevance of the information contained therein.

If the respondent elects not to make a statement, the item should be left blank (i.e., do not enter phrases such as "No statement," "Not applicable," "N/A," "No comment," or "None").

	RISK		
1. Narrative statement	6980		1.

Board of Governors of the Federal Reserve System



Systemic Risk Report—FR Y-15

Report at the close of business as of the last calendar day of the quarter.

This Report is required by law: Section 5 of the Bank Holding Company Act of 1956; section 10(b) of the Homeowners' Loan Act; and section 8 of the International Banking Act of 1978.

The Federal Reserve may not conduct or sponsor, and an organization (or a person) is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

NOTE: Each banking organization's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the *Systemic Risk Report*. The *Systemic Risk Report* is to be prepared in accordance with instructions provided by the Federal Reserve System. The *Systemic Risk Report* must be signed and attested by the Chief Financial Officer (CFO) of the reporting banking organization (or by the individual performing this equivalent function). For foreign banking organizations, the *Systemic Risk Report* must be signed and attested by an authorized officer of the foreign banking organization.

Date of Report: **September 30, 2021**
Month / Day / Year (RISK 9999)

I, the undersigned CFO (or equivalent/authorized officer) of the named banking organization, attest that the *Systemic Risk Report* (including the supporting schedules) for this report date has been prepared in conformance with the instructions issued by the Federal Reserve System and is true and correct to the best of my knowledge and belief.

Stephen Taylor

BANK OF MONTREAL

Printed Name of Chief Financial Officer (or Equivalent/Authorized Officer) (RISK C490)

Legal Title of Holding Company or Foreign Banking Organization (RSSD 9017)

129 RUE SAINT JACQUES

Signature of Chief Financial Officer (or Equivalent/Authorized Officer) (RISK H321)

(Mailing Address of the Holding Company or Foreign Banking Organization) Street / PO Box (RSSD 9028)

MONTREAL

11/18/2021

Date of Signature (MM/DD/YYYY) (RISK J196)

City (RSSD 9130)

Country (RSSD 9005)

0

H2Y 1L6

State (RSSD 9200)

Zip Code (RSSD 9220)

Is confidential treatment requested for any portion of this report submission?	0=No	RISK	
	1=Yes	C447	0

In accordance with the General Instructions for this report (check only one),

1. a letter justifying this request is being provided along with the report (RISK KY38)

2. a letter justifying this request has been provided separately (RISK KY38).....

Person to whom questions about this report should be directed:

Michelle Schimmel

Name / Title (RISK 8901)

262-814-5658

Area Code / Phone Number (RISK 8902)

000000000

Area Code / FAX Number (RISK 9116)

michelle.schimmel@bmo.com

E-mail Address of Contact (RISK 4086)

Banking organizations must maintain in their files a manually signed and attested printout of the data submitted.

The ongoing public reporting burden for this information collection is estimated to average 405 hours per response, including time to gather and maintain data in the required form and to review instructions and complete the information collection. Comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing the burden, may be sent to Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551, and to the Office of Management and Budget, Paperwork Reduction Project (7100-0352), Washington, DC 20503.

Schedule A—Size Indicator

U.S. Dollar Amounts in Thousands		RISK	Amount	
Total Exposures				
1. Derivative exposures:				
a. Current exposure of derivative contracts	M337			1.a.
b. Potential future exposure (PFE) of derivative contracts	M339			1.b.
c. Gross-up for derivatives collateral.....	Y822			1.c.
d. Effective notional amount of written credit derivatives	M340			1.d.
e. Cash variation margin included as an on-balance sheet receivable	Y823			1.e.
f. Exempted central counterparty legs of client-cleared transactions included in items 1(a) and 1(b).....	Y824			1.f.
g. Effective notional amount offsets and PFE adjustments for sold credit protection.....	Y825			1.g.
h. Total derivative exposures (sum of items 1.a. through 1.d, minus the sum of items 1.e through 1.g).....	Y826			1.h.
2. Securities financing transaction (SFT) exposures:				
a. Gross SFT assets	M334			2.a.
b. Counterparty credit risk exposure for SFTs	N507			2.b.
c. SFT indemnification and other agent-related exposures	Y827			2.c.
d. Gross value of offsetting cash payables.....	Y828			2.d.
e. Total SFT exposures (sum of items 2.a through 2.c, minus item 2.d).....	Y829			2.e.
3. Other on-balance sheet exposures:				
a. Other on-balance sheet assets	Y830			3.a.
b. Regulatory adjustments.....	M349			3.b.
4. Other off-balance sheet exposures:				
a. Gross notional amount of items subject to a 0% credit conversion factor (CCF)	M342			4.a.
b. Gross notional amount of items subject to a 20% CCF.....	M718			4.b.
c. Gross notional amount of items subject to a 50% CCF.....	M346			4.c.
d. Gross notional amount of items subject to a 100% CCF	M347			4.d.
e. Credit exposure equivalent of other off-balance sheet items (sum of 0.1 times item 4.a, 0.2 times item 4.b, 0.5 times item 4.c, and item 4.d)	Y831			4.e.
5. Total exposures prior to regulatory deductions (sum of items 1.h, 2.e, 3.a, and 4.e)	Y832			5.
		0=No	RISK	
6. Does item 5 represent an average value over the reporting period? (Enter "1" for Yes; enter "0" for No.) ...		1=Yes	FC52	6.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. Securities received as collateral in securities lending	M335			M.1.
2. Cash collateral received in conduit securities lending transactions.....	M336			M.2.
3. Credit derivatives sold net of related credit protection bought	M341			M.3.
4. Total consolidated assets.....	2170			M.4.
5. Total off-balance sheet exposures (item 5 minus M.4.).....	KW01			M.5.
6. Total nonbank assets.	KY47			M.6.

Schedule B—Interconnectedness Indicators

U.S. Dollar Amounts in Thousands		RISK	Amount	
Intra-Financial System Assets				
1. Funds deposited with or lent to other financial institutions				
a. Certificates of deposit	M351			1.
	M355			1.a.
2. Unused portion of committed lines extended to other financial institutions	J458			2.
3. Holdings of securities issued by other financial institutions:				
a. Secured debt securities	M352			3.a.
b. Senior unsecured debt securities	M353			3.b.
c. Subordinated debt securities	M354			3.c.
d. Commercial paper.....	M345			3.d.

Schedule B—Continued

U.S. Dollar Amounts in Thousands		RISK	Amount	
Intra-Financial System Assets—Continued				
e. Equity securities	M356			3.e.
f. Offsetting short positions in relation to the specific equity securities included in item 3.e	M357			3.f.
4. Net positive current exposure of securities financing transactions (SFTs) with other financial institutions ..	M358			4.
5. Over-the-counter (OTC) derivative contracts with other financial institutions that have a net positive fair value:				
a. Net positive fair value	M359			5.a.
b. Potential future exposure	M360			5.b.
6. Total intra-financial system assets (sum of items 1, 2 through 3.e, 4, 5.a, and 5.b, minus item 3.f) ...	M362			6.
Intra-Financial System Liabilities				
7. Deposits due to other financial institutions:				
a. Deposits due to depository institutions	M363			7.a.
b. Deposits due to non-depository financial institutions	M364			7.b.
8. Borrowings obtained from other financial institutions	Y833			8.
9. Unused portion of committed lines obtained from other financial institutions	M365			9.
10. Net negative current exposure of SFTs with other financial institutions	M366			10.
11. OTC derivative contracts with other financial institutions that have a net negative fair value:				
a. Net negative fair value	M367			11.a.
b. Potential future exposure	M368			11.b.
12. Total intra-financial system liabilities (sum of items 7.a through 11.b)	M370			12.
Securities Outstanding				
13. Secured debt securities	M371			13.
14. Senior unsecured debt securities	M372			14.
15. Subordinated debt securities	M373			15.
16. Commercial paper	2309			16.
17. Certificates of deposit	M374			17.
18. Common equity	M375			18.
19. Preferred shares and other forms of subordinated funding not captured in item 15	N509			19.
20. Total securities outstanding (sum of items 13 through 19)	M376			20.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. Standby letters of credit extended to other financial institutions	Y834			M.1.

Schedule C—Substitutability Indicators

U.S. Dollar Amounts in Thousands		RISK	Amount	
Payments Activity				
1. Payments made in the last four quarters:				
a. Australian dollars (AUD)	M377			1.a.
b. Brazilian real (BRL)	M378			1.b.
c. Canadian dollars (CAD)	M379			1.c.
d. Swiss francs (CHF)	M380			1.d.
e. Chinese yuan (CNY)	M381			1.e.
f. Euros (EUR)	M382			1.f.
g. British pounds (GBP)	M383			1.g.
h. Hong Kong dollars (HKD)	M384			1.h.
i. Indian rupee (INR)	M385			1.i.
j. Japanese yen (JPY)	M386			1.j.
k. Mexican pesos (MXN)	Y835			1.k.
l. Swedish krona (SEK)	M387			1.l.
m. United States dollars (USD)	M388			1.m.
2. Payments activity (sum of items 1.a through 1.m)	M390			2.

Schedule C—Continued

U.S. Dollar Amounts in Thousands		RISK	Amount	
Assets Under Custody				
3. Assets held as a custodian on behalf of customers.....		M405		3.
Underwritten Transactions in Debt and Equity Markets				
4. Equity underwriting activity.....		M406		4.
5. Debt underwriting activity.....		M407		5.
6. Total underwriting activity (sum of items 4 and 5).....		M408		6.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. New Zealand dollars (NZD).....		Y836		M.1.
2. Russian rubles (RUB).....		Y837		M.2.
3. Payments made in the last four quarters in all other currencies.....		M389		M.3.
4. Unsecured settlement/clearing lines provided.....		M436		M.4.
5. Securities traded in the last four quarters:				M.5.
a. Securities issued by public sector entities.....		KW46		M.5.a.
b. Other fixed income securities.....		KW48		M.5.b.
c. Listed equities.....		KW50		M.5.c.
d. Other securities.....		KW52		M.5.d.
6. Trading volume - fixed income (sum of items M.5.a and M.5.b).....		MV93		M.6.
7. Trading volume - equities and other securities (sum of items M.5.c and M.5.d).....		MV95		M.7.

Schedule D—Complexity Indicators

U.S. Dollar Amounts in Thousands		RISK	Amount	
Notional Amount of Over-the-Counter (OTC) Derivative Contracts				
1. OTC derivative contracts cleared through a central counterparty.....		M409		1.
2. OTC derivative contracts settled bilaterally.....		M410		2.
3. Total notional amount of OTC derivative contracts (sum of items 1 and 2).....		M411		3.
Trading and Available-for-Sale (AFS) Securities				
4. Trading securities.....		M412		4.
5. AFS securities.....		1773		5.
6. Equity securities with readily determinable fair values not held for trading.....		JA22		6.
7. Total trading, AFS and equity securities with readily determinable fair values not held for trading (sum of items 4, 5, and 6).....		M414		7.
8. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 1 liquid assets.....		N510		8.
9. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 2 liquid assets, with haircuts.....		N511		9.
10. Total adjusted trading, AFS and equity securities with readily determinable fair values not held for trading (item 7 minus items 8 and 9).....		N255		10.
Level 3 Assets				
11. Assets valued for accounting purposes using Level 3 measurement inputs.....		G506		11.

Memoranda

U.S. Dollar Amounts in Thousands		RISK	Amount	
1. Held-to-maturity securities.....		1754		M.1.

Schedule E—Cross-Jurisdictional Activity Indicators

U.S. Dollar Amounts in Thousands	RISK	Amount	
Cross-Jurisdictional Claims			
1. Foreign claims on an ultimate-risk basis	M422		1.
Cross-Jurisdictional Liabilities			
2. Foreign liabilities (excluding local liabilities in local currency)	M423		2.
a. Any foreign liabilities to related offices included in item 2.	M424		2.a.
3. Local liabilities in local currency	M425		3.
4. Total cross-jurisdictional liabilities (sum of items 2 and 3, minus item 2.a)	M426		4.
5. Cross-jurisdictional activity (sum of items 1 and 4)	KY49		5.

Memoranda

U.S. Dollar Amounts in Thousands	RISK	Amount	
1. Foreign derivative claims on an ultimate-risk basis	KW54		M.1.
2. Total cross-jurisdictional claims (sum of items 1 and M.1)	KW55		M.2.
3. Foreign derivative liabilities on an immediate-counterparty basis	KW56		M.3.
4. Consolidated foreign liabilities on an immediate-counterparty basis excluding derivative liabilities	KW57		M.4.
5. Total cross-jurisdictional liabilities, including derivatives (sum of items M.3 and M.4)	KY50		M.5.

Schedule F—Ancillary Indicators

U.S. Dollar Amounts in Thousands	RISK	Amount	
Ancillary Indicators			
1. Total liabilities	2948		1.
2. Retail funding	M427		2.
3. Total gross revenue	M430		3.
4. Total net revenue	M428		4.
5. Foreign net revenue	M429		5.
6. Gross value of cash provided and gross fair value of securities provided in securities financing transactions (SFTs)	M432		6.
7. Gross value of cash received and gross fair value of securities received in SFTs	M433		7.
8. Gross positive fair value of over-the-counter (OTC) derivative contracts	M434		8.
9. Gross negative fair value of OTC derivative contracts	M435		9.
	Number in Single Units	RISK	
10. Number of jurisdictions	M437		10.

Schedule G—Short-Term Wholesale Funding Indicator

	(Column A) Remaining Maturity of 30 Days or Less		(Column B) Remaining Maturity of 31 to 90 Days		(Column C) Remaining Maturity of 91 to 180 Days		(Column D) Remaining Maturity of 181 to 365 Days	
	RISK	Amount	RISK	Amount	RISK	Amount	RISK	Amount
U.S. Dollar Amounts in Thousands								
Short-term Wholesale Funding								
1. First tier:								
a. Funding secured by level 1 liquid assets	Y838		Y839		Y840		Y841	1. a.
b. Retail brokered deposits and sweeps	Y842		Y843		Y844		Y845	1. b.
c. Unsecured wholesale funding obtained outside of the financial sector	Y846		Y847		Y848		Y849	1. c.
d. Firm short positions involving level 2B liquid assets or non-HQLA	Y850		Y851		Y852		Y853	1. d.
e. Total first tier short-term wholesale funding (sum of items 1. a through 1. d) ..	Y854		Y855		Y856		Y857	1. e.
2. Second tier:								
a. Funding secured by level 2A liquid assets	Y858		Y859		Y860		Y861	2. a.
b. Covered asset exchanges (level 1 to level 2A)	Y862		Y863		Y864		Y865	2. b.
c. Total second tier short-term wholesale funding (sum of items 2. a. and 2. b.) ..	Y866		Y867		Y868		Y869	2. c.
3. Third tier:								
a. Funding secured by level 2B liquid assets	Y870		Y871		Y872		Y873	3. a.
b. Other covered asset exchanges	Y874		Y875		Y876		Y877	3. b.
c. Unsecured wholesale funding obtained within the financial sector	Y878		Y879		Y880		Y881	3. c.
d. Total third tier short-term wholesale funding (sum of items 3. a through 3. c.) ..	Y882		Y883		Y884		Y885	3. d.
4. All other components of short-term wholesale funding	Y886		Y887		Y888		Y889	4.
5. Total short-term wholesale funding, by maturity (weighted sum of items 1. e, 2. c, 3. d, and 4)	Y890		Y891		Y892		Y893	5.
U.S. Dollar Amounts in Thousands								
6. Total short-term wholesale funding (sum of item 5, Columns A through D)								6.
7. Average risk-weighted assets								7.
8. Short-term wholesale funding metric (item 6 divided by item 7)								8.

Schedule H—FBO Size Indicator

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
		RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands						
Total Exposures						
1. Derivative exposures:						
a. Current exposure of derivative contracts	M337			M337	419,005	1.a.
b. Potential future exposure (PFE) of derivative contracts	M339			M339	2,264,619	1.b.
c. Gross-up for derivatives collateral	Y822			Y822	0	1.c.
d. Effective notional amount of written credit derivatives	M340			M340	0	1.d.
e. Cash variation margin included as an on-balance sheet receivable	Y823			Y823	0	1.e.
f. Exempted central counterparty legs of client-cleared transactions included in items 1(a) and 1(b)	Y824			Y824	0	1.f.
g. Effective notional amount offsets and PFE adjustments for sold credit protection	Y825			Y825	0	1.g.
h. Total derivative exposures (sum of items 1.a. through 1.d, minus the sum of items 1.e through 1.g)	Y826			Y826	2,683,624	1.h.
2. Securities financing transaction (SFT) exposures:						
a. Gross SFT assets	M334			M334	38,552,264	2.a.
b. Counterparty credit risk exposure for SFTs	N507			N507	1,482,072	2.b.
c. SFT indemnification and other agent-related exposures	Y827			Y827	0	2.c.
d. Gross value of offsetting cash payables	Y828			Y828	2,026,830	2.d.
e. Total SFT exposures (sum of items 2.a through 2.c, minus item 2.d)	Y829			Y829	38,007,506	2.e.
3. Other on-balance sheet exposures:						
a. Other on-balance sheet assets	Y830			Y830	241,486,924	3.a.
b. Regulatory adjustments	M349			M349	3,515,918	3.b.
4. Other off-balance sheet exposures:						
a. Gross notional amount of items subject to a 0% credit conversion factor (CCF)	M342			M342	34,810,783	4.a.
b. Gross notional amount of items subject to a 20% CCF	M718			M718	15,741,958	4.b.
c. Gross notional amount of items subject to a 50% CCF	M346			M346	79,995,697	4.c.
d. Gross notional amount of items subject to a 100% CCF	M347			M347	8,635,580	4.d.
e. Credit exposure equivalent of other off-balance sheet items (sum of 0.1 times item 4.a, 0.2 times item 4.b, 0.5 times item 4.c, and item 4.d)	Y831			Y831	55,262,898	4.e.
5. Total exposures prior to regulatory deductions (sum of items 1.h, 2.e, 3.a, and 4.e)	Y832			Y832	337,440,952	5.
6. Does item 5 represent an average value over the reporting period? (Enter "1" for Yes; enter "0" for No.)	0=No 1=Yes	RISI FC52		0=No 1=Yes	RISO FC52	1

Memoranda

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
		RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands						
1. Securities received as collateral in securities lending	M335			M335	275,999	M.1.
2. Cash collateral received in conduit securities lending transactions	M336			M336	4,055,889	M.2.
3. Credit derivatives sold net of related credit protection bought	M341			M341	0	M.3.
4. Total assets	2170			2170	278,432,604	M.4.
5. Total off-balance sheet exposures (item 5 minus M.4.)	KW01			KW01	59,008,348	M.5.
6. Total nonbank assets	KY47			KY47	32,498,294	M.6.

Schedule I—FBO Interconnectedness Indicators

		(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
U.S. Dollar Amounts in Thousands		RISI	Amount	RISO	Amount	
Intra-Financial System Assets						
1.	Funds deposited with or lent to other financial institutions	M351		M351	38,864,350	1.
a.	Certificates of deposit	M355		M355	0	1.a.
2.	Unused portion of committed lines extended to other financial institutions ..	J458		J458	45,468,191	2.
3.	Holdings of securities issued by other financial institutions:					
a.	Secured debt securities	M352		M352	327,762	3.a.
b.	Senior unsecured debt securities	M353		M353	0	3.b.
c.	Subordinated debt securities	M354		M354	0	3.c.
d.	Commercial paper	M345		M345	0	3.d.
e.	Equity securities	M356		M356	39,330	3.e.
f.	Offsetting short positions in relation to the specific equity securities included in item 3.e	M357		M357	0	3.f.
4.	Net positive current exposure of securities financing transactions (SFTs) with other financial institutions	M358		M358	958,626	4.
5.	Over-the-counter (OTC) derivative contracts with other financial institutions that have a net positive fair value:					
a.	Net positive fair value	M359		M359	4,301	5.a.
b.	Potential future exposure	M360		M360	21,451	5.b.
6.	Total intra-financial system assets (sum of items 1, 2 through 3.e, 4, 5.a, and 5.b, minus item 3.f)	M362		M362	85,684,011	6.
Intra-Financial System Liabilities						
7.	Deposits due to other financial institutions:					
a.	Deposits due to depository institutions	M363		M363	789,781	7.a.
b.	Deposits due to non-depository financial institutions	M364		M364	32,984,395	7.b.
8.	Borrowings obtained from other financial institutions	Y833		Y833	76,050	8.
9.	Unused portion of committed lines obtained from other financial institutions...	M365		M365	0	9.
10.	Net negative current exposure of SFTs with other financial institutions	M366		M366	1,219,852	10.
11.	OTC derivative contracts with other financial institutions that have a net negative fair value:					
a.	Net negative fair value	M367		M367	14,287	11.a.
b.	Potential future exposure	M368		M368	34,687	11.b.
12.	Total intra-financial system liabilities (sum of items 7.a through 11.b)	M370		M370	35,119,052	12.
Securities Outstanding						
13.	Secured debt securities	M371		M371	180,976	13.
14.	Senior unsecured debt securities	M372		M372	7,760,215	14.
15.	Subordinated debt securities	M373		M373	1,195,000	15.
16.	Commercial paper	2309		2309	5,803,261	16.
17.	Certificates of deposit	M374		M374	52,917,131	17.
18.	Common equity	M375		M375	0	18.
19.	Preferred shares and other forms of subordinated funding not captured in item 15	N509		N509	0	19.
20.	Total securities outstanding (sum of items 13 through 19)	M376		M376	67,856,583	20.

Memoranda

U.S. Dollar Amounts in Thousands		RISI	Amount	RISO	Amount	
1.	Standby letters of credit extended to other financial institutions	Y834		Y834	4,821,136	M.1.

Schedule J—FBO Substitutability Indicators

	(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
	RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands					
Payments Activity					
1. Payments made in the last four quarters:					
a. Australian dollars (AUD)	M377		M377	5,074,327	1.a.
b. Brazilian real (BRL)	M378		M378	0	1.b.
c. Canadian dollars (CAD)	M379		M379	19,147,159	1.c.
d. Swiss francs (CHF)	M380		M380	3,058,443	1.d.
e. Chinese yuan (CNY)	M381		M381	3,618,550	1.e.
f. Euros (EUR)	M382		M382	45,129,201	1.f.
g. British pounds (GBP)	M383		M383	17,544,440	1.g.
h. Hong Kong dollars (HKD)	M384		M384	1,191,763	1.h.
i. Indian rupee (INR)	M385		M385	7,936	1.i.
j. Japanese yen (JPY)	M386		M386	13,180,850	1.j.
k. Mexican pesos (MXN)	Y835		Y835	9,872,054	1.k.
l. Swedish krona (SEK)	M387		M387	424,651	1.l.
m. United States dollars (USD)	M388		M388	12,792,649,578	1.m.
2. Payments activity (sum of items 1.a through 1.m)	M390		M390	12,910,898,952	2.
Assets Under Custody					
3. Assets held as a custodian on behalf of customers	M405		M405	302,211,126	3.
Underwritten Transactions in Debt and Equity Markets					
4. Equity underwriting activity	M406		M406	3,670,606	4.
5. Debt underwriting activity	M407		M407	26,055,130	5.
6. Total underwriting activity (sum of items 4 and 5)	M408		M408	29,725,736	6.

Memoranda

	U.S. Dollar Amounts in Thousands				
	RISI	Amount	RISO	Amount	
1. New Zealand dollars (NZD)	Y836		Y836	315,492	M.1.
2. Russian rubles (RUB)	Y837		Y837	0	M.2.
3. Payments made in the last four quarters in all other currencies	M389		M389	5,846,151	M.3.
4. Unsecured settlement/clearing lines provided	M436		M436	0	M.4.
5. Securities traded in the last four quarters:					
a. Securities issued by public sector entities	KW46		KW46	106,773,087	M.5.a.
b. Other fixed income securities	KW48		KW48	5,546,600,493	M.5.b.
c. Listed equities	KW50		KW50	1,906,556,803	M.5.c.
d. Other securities	KW52		KW52	268,084,514	M.5.d.
6. Trading volume - fixed income (sum of items M.5.a and M.5.b)	MV93		MV93	5,653,373,580	M.6.
7. Trading volume - equities and other securities					
(sum of items M.5.c and M.5.d)	MV95		MV95	2,174,641,317	M.7.

Schedule K—FBO Complexity Indicators

	(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
	RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands					
Notional Amount of Over-the-Counter (OTC) Derivative Contracts					
1. OTC derivative contracts cleared through a central counterparty	M409		M409	14,150,618	1.
2. OTC derivative contracts settled bilaterally	M410		M410	35,055,135	2.
3. Total notional amount of OTC derivative contracts (sum of items 1 and 2) ..	M411		M411	49,205,753	3.
Trading and Available-for-Sale (AFS) Securities					
4. Trading securities	M412		M412	15,700,719	4.
5. AFS securities	1773		1773	38,304,060	5.
6. Equity securities with readily determinable fair values not held for trading	JA22		JA22	15,411	6.
7. Total trading, AFS and equity securities with readily determinable fair values not held for trading (sum of items 4, 5, and 6)	M414		M414	54,020,190	7.
8. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 1 liquid assets	N510		N510	27,088,430	8.
9. Trading, AFS and equity securities with readily determinable fair values not held for trading that meet the definition of level 2 liquid assets, with haircuts	N511		N511	19,458,542	9.
10. Total adjusted trading, AFS and equity securities with readily determinable fair values not held for trading (item 7 minus items 8 and 9)	N255		N255	7,473,218	10.
Level 3 Assets					
11. Assets valued for accounting purposes using Level 3 measurement inputs	G506		G506	669,986	11.

Memoranda

	U.S. Dollar Amounts in Thousands				
	RISI	Amount	RISO	Amount	
1. Held-to-maturity securities	1754		1754	6,591,026	M.1.

Schedule L—FBO Cross-Jurisdictional Activity Indicators

	(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
	RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands					
Cross-Jurisdictional Claims					
1. Foreign claims on an ultimate-risk basis	M422		M422	45,520,000	1.
a. Adjusted foreign claims on an ultimate-risk basis	LA95		LA95	35,230,000	1.a.
Cross-Jurisdictional Liabilities					
2. Foreign liabilities (excluding local liabilities in local currency)	M423		M423	50,558,000	2.
a. Any foreign liabilities to foreign offices included in item 2	M424		M424	41,227,000	2.a.
3. Local liabilities in local currency	M425		M425	0	3.
4. Total cross-jurisdictional liabilities (sum of items 2 and 3, minus item 2.a) ..	M426		M426	9,331,000	4.
5. Cross-jurisdictional activity (sum of items 1(a) and 4)	KY49		KY49	44,561,000	5.

Memoranda

	U.S. Dollar Amounts in Thousands				
	RISI	Amount	RISO	Amount	
1. Foreign derivative claims on an ultimate-risk basis	KW54		KW54	133,173	M.1.
2. Total cross-jurisdictional claims (sum of items 1 and M.1)	KW55		KW55	45,653,173	M.2.
3. Foreign derivative liabilities on an immediate-counterparty basis	KW56		KW56	136,176	M.3.
4. Consolidated foreign liabilities on an immediate-counterparty basis excluding derivative liabilities	KW57		KW57	9,331,000	M.4.
5. Total cross-jurisdictional liabilities, including derivatives (sum of items M.3 and M.4)	KY50		KY50	9,467,176	M.5.

Schedule M—FBO Ancillary Indicators

	(Column A) U.S. Intermediate Holding Company		(Column B) Combined U.S. Operations		
	RISI	Amount	RISO	Amount	
U.S. Dollar Amounts in Thousands					
Ancillary Indicators					
1. Total liabilities.....	2948		2948	265,875,602	1.
2. Retail funding.....	M427		M427	46,785,388	2.
3. Total gross revenue.....	M430		M430	6,175,748	3.
4. Total net revenue.....	M428		M428	5,262,947	4.
5. Foreign net revenue.....	M429		M429	0	5.
6. Gross value of cash provided and gross fair value of securities provided in securities financing transactions (SFTs).....	M432		M432	73,438,223	6.
7. Gross value of cash received and gross fair value of securities received in SFTs.....	M433		M433	73,371,554	7.
8. Gross positive fair value of over-the-counter (OTC) derivative contracts ...	M434		M434	357,751	8.
9. Gross negative fair value of OTC derivative contracts.....	M435		M435	297,682	9.
Number in Single Units					
10. Number of jurisdictions.....	RISI		RISO		10.
	M437		M437	1	

Schedule N—FBO Short-Term Wholesale Funding Indicator

Part I

	Remaining Maturity of 30 Days or Less (Column B)		Remaining Maturity of 31 to 90 Days (Column D)	
	RISO	Amount	RISO	Amount
U.S. Dollar Amounts in Thousands				
Short-term Wholesale Funding				
1. First tier:				
a. Funding secured by level 1 liquid assets	Y838	25,873,922	Y839	4,341,138
b. Retail brokered deposits and sweeps	Y842	110,036	Y843	272,438
c. Unsecured wholesale funding obtained outside of the financial sector ...	Y846	25,486,709	Y847	208,537
d. Firm short positions involving level 2B liquid assets or non-HQLA	Y850	862,266	Y851	0
e. Total first tier short-term wholesale funding (sum of items 1.a through 1.d) ..	Y854	52,332,933	Y855	4,822,113
2. Second tier:				
a. Funding secured by level 2A liquid assets	Y858	8,753,569	Y859	2,919,954
b. Covered asset exchanges (level 1 to level 2A)	Y862	0	Y863	0
c. Total second tier short-term wholesale funding (sum of items 2.a. and 2.b.) ..	Y866	8,753,569	Y867	2,919,954
3. Third tier:				
a. Funding secured by level 2B liquid assets	Y870	3,480,930	Y871	144,402
b. Other covered asset exchanges	Y874	1,050,889	Y875	0
c. Unsecured wholesale funding obtained within the financial sector	Y878	31,207,601	Y879	15,579,930
d. Total third tier short-term wholesale funding (sum of items 3.a through 3.c) ..	Y882	35,739,420	Y883	15,724,332
4. All other components of short-term wholesale funding	Y886	8,887,687	Y887	704,484
5. Total short-term wholesale funding, by maturity (weighted sum of items 1.e, 2.c, 3.d, and 4)	Y890	53,152,270	Y891	9,602,729

Schedule N—Continued

Part II

	Remaining Maturity of 91 to 180 Days (Column F)		Remaining Maturity of 181 to 365 Days (Column H)	
	RISO	Amount	RISO	Amount
U.S. Dollar Amounts in Thousands				
Short-term Wholesale Funding				
1. First tier:				
a. Funding secured by level 1 liquid assets	Y840	2,024,046	Y841	152,557
b. Retail brokered deposits and sweeps	Y844	165,005	Y845	52,126
c. Unsecured wholesale funding obtained outside of the financial sector ...	Y848	226,371	Y849	328,614
d. Firm short positions involving level 2B liquid assets or non-HQLA	Y852	0	Y853	0
e. Total first tier short-term wholesale funding (sum of items 1.a through 1.d) ..	Y856	2,415,422	Y857	533,297
2. Second tier:				
a. Funding secured by level 2A liquid assets	Y860	342,609	Y861	15,312
b. Covered asset exchanges (level 1 to level 2A)	Y864	0	Y865	0
c. Total second tier short-term wholesale funding (sum of items 2.a. and 2.b.) ..	Y868	342,609	Y869	15,312
3. Third tier:				
a. Funding secured by level 2B liquid assets	Y872	66,529	Y873	270,586
b. Other covered asset exchanges	Y876	0	Y877	0
c. Unsecured wholesale funding obtained within the financial sector	Y880	13,729,581	Y881	22,163,352
d. Total third tier short-term wholesale funding (sum of items 3.a through 3.c) ..	Y884	13,796,110	Y885	22,433,938
4. All other components of short-term wholesale funding	Y888	366,234	Y889	109,968
5. Total short-term wholesale funding, by maturity (weighted sum of items 1.e, 2.c, 3.d, and 4)	Y892	3,666,405	Y893	2,270,886
U.S. Dollar Amounts in Thousands				
6. Total short-term wholesale funding (Column A: sum of A, C, E, and G in item 5; Column B: sum of B, D, F, and H in item 5) ..	RISO	Amount	RISO	Amount
7. Average risk-weighted assets	Y894		Y894	68,692,290
	Y895		Y895	
8. Short-term wholesale funding metric (item 6 divided by item 7)	RISO	Percentage	RISO	Percentage
	Y896		Y896	

Optional Narrative Statement

The management of the reporting banking organization has the option to submit a public statement regarding the values reported on the FR Y-15. The statement must not contain any confidential information that would compromise customer privacy or that the respondent is not willing to have made public. Furthermore, the information in the narrative statement must be accurate and must not be misleading.

The statement may not exceed 750 characters, including punctuation, indentation, and standard spacing between words and sentences. Statements exceeding this limit will be truncated at

750 characters with no notice to the respondent. Other than the truncation of statements exceeding the character limit, the statement will appear on agency computerized records and in releases to the public exactly as submitted. Public disclosure of the statement shall not signify that a federal supervisory agency has verified the accuracy or relevance of the information contained therein.

If the respondent elects not to make a statement, the item should be left blank (i.e., do not enter phrases such as "No statement," "Not applicable," "N/A," "No comment," or "None").

	RISK		
1. Narrative statement	6980		1.

Short-Term Lending Activity

As of 9/30/2021; \$ in millions

BFC Short-Term Lending Activity

Category	Balance	Note
i. Daily Average Reverse bilateral repurchase agreements (volume)	\$	12 Month Daily Average Balance
ii. Reverse tri-party repurchase agreements (volume)	\$	12 Month Tri-party Reverse Balances
iii. Daily Average Fed funds (volume)	\$	12 Month Daily Average Fed Funds Balance

BW Holding Short-Term Lending Activity

Category	Balance	Note
i. Daily Average Reverse bilateral repurchase agreements (volume)	n/a	
ii. Reverse tri-party repurchase agreements (volume)	n/a	BW Holding has no short term lending, fed funds or reverse repo transactions.
iii. Daily Average Fed funds (volume)	n/a	

Underwriting Services

9/30/2021; \$ in millions

BFC Underwriting Services

Category	Last 12 Months	Note
Underwriting services (e.g., equity, corporate bonds, commercial paper, ABS)	\$ 29,726	Sourced from FR Y-15 Schedule J-Substitutability Indicators, Underwriting Services

BW Holding Underwriting Services

Category	Last 12 Months	Note
Underwriting services (e.g., equity, corporate bonds, commercial paper, ABS)	n/a	BW Holding does not engage in these business activities.

Provision of Services

As of 9/30/2021; \$ in millions

BFC Provision of Services

Category - Revenue (Expense)

	Activity	Note
i. Prime brokerage (revenue)	n/a	BFC does not engage in this business activity.
ii.a. Securities Borrowed (interest income)	\$	Revenue earned in the last 12 months
ii.b. Securities Lending (interest expense)	\$	Expense incurred in the last 12 months
iv. Correspondent Banking (revenue)	\$	Revenue earned in the last 12 months
vi. Insurance (revenues)	\$	Revenue earned in the last 12 months

Category - Balances

	Balance	Note
ii.a. Securities Borrowed	\$	12 Month Daily Average Securities Borrowed
ii.b. Securities Lending	\$	12 Month Daily Average Securities Loaned
iii. Corporate trust (managed and nonmanaged assets)		n/a BFC does not engage in this business activity.
v. Wealth management (total assets under management)	\$	AUM Values adjusted for previously announced BFC Divestitures, subsequent to 09/30/21

BW Holding Provision of Services

Category - Revenue (Expense)

	Activity	Note
i. Prime brokerage (revenue)	n/a	BW Holding does not engage in this business activities.
ii.a. Securities Borrowed (interest income)	n/a	BW Holding does not engage in this business activities.
ii.b. Securities Lending (interest expense)	n/a	BW Holding does not engage in this business activities.
iv. Correspondent Banking (revenue)	n/a	BW Holding does not engage in this business activities.
vi. Insurance (revenues)	\$	Revenue earned in the last 12 months

Category - Balances

	Balance	Note
ii.a. Securities Borrowed		n/a BW Holding does not engage in this business activity.
ii.b. Securities Lending		n/a BW Holding does not engage in this business activity.
iii. Corporate trust (managed and nonmanaged assets)		n/a BW Holding does not engage in this business activity.
v. Wealth management (total assets under management)	\$	AUM Balance outstanding

Branch Considerations

There are more ways to bank with BMO Harris Bank, National Association (“BHB”) than ever before via online, mobile, ATM and telephone, and BHB has continued to see customers taking advantage of the investments made in these channels by altering the ways in which they have been banking with BHB. Approximately 78% of BHB’s retail deposit customers used non-teller channels for the majority of their transactions during the fourth quarter of 2021. Additionally, during the fourth quarter, deposit transactions via ATM and mobile channels were 40% of retail deposit transactions. These shifts in the way many customers are conducting their banking transactions are important inputs that will inform BHB’s branch consolidation decisions.

Nevertheless, branches remain an important aspect of BHB’s retail banking delivery channels. BHB currently has more than 500 branches. Of these, approximately 24% of which are in low- and moderate-income (“LMI”) census tracts. Moreover, BHB recognizes that branch closings may have an impact on segments of the local community, even when another BHB location is nearby or when a majority of a branch’s customers primarily transact with BHB through non-branch channels. That is why BHB carefully considers a variety of factors before making *any* decision to consolidate or close a branch, provides clear and timely communications to customers about planned branch closings and, where possible, works to assist customers and the community with the transition.

In keeping with BMO Financial Corp.’s commitment to serve its community, decisions regarding the opening, relocation, consolidation and closing of branches must be made on a fair and consistent basis. In analyzing locations, considerations include feasibility studies, profitability, impact on the community, ability to service customers at other locations and competition.

BHB’s decision-making process on branch consolidations and closures is governed by a policy entitled “U.S. Branch Opening, Relocation, Closing and Consolidation Operating Procedure” (the “Branch Actions Policy”), which helps ensure that BHB follows a rigorous process in determining whether a branch should be closed, complies with legal and regulatory requirements in connection with any branch consolidation or closing, and communicates plans to consolidate or close a branch to customers, affected communities and regulators.¹ It provides that decisions to consolidate branches or close a branch must be supported by an analysis, including appropriate statistics, which demonstrates the business reasons for the action. Additionally, BHB is expected to consider the impact of any consolidation of branches or closing of branch facilities on the communities in which those facilities are located. Factors BHB must consider include: (a) the ability to provide continuity of services through other offices; (b) the proximity of other offices; and (c) presence of other financial institutions in the community.

¹ BHB’s Branch Actions Policy does not apply to branch consolidations that qualify as a “short distance relocation” under applicable regulations given the closeness of the branch being consolidated to the receiving branch. Bank of the West, National Association has a branch closing policy that similarly complies with all legal and regulatory requirements for branch closures or consolidations, including the regulations and guidance of the Federal Deposit Insurance Corporation and the California Department of Financial Protection and Innovation.

More specifically, under BHB's Branch Action Policy, BHB management considers the following factors prior to deciding to close any branch:

- BHB's overall strategy for the operation of its branch system including, but not limited to, the overall impact on the company's financial performance by closing the branch;
- Branch Performance relative to other branches in BHB's network
 - Financial – Sales and Profitability – Closure recommendations only occur after other efforts have been taken to improve performance
 - Transaction Volumes, and trending patterns in those volumes
 - Number of customers including deposit and loan accounts and acquisition – current BHB Deposit share
 - The degree/amount of investment required to maintain operations;
- Proximity – are there other BHB locations near the perspective closing branch
 - Ability, through other branches, departments or service lines, to provide continuity of service to the community in which the branch is located
 - Customer utilization of mobile, online and ATMs for their transactions;
- Competitive environment
 - Number of total branches within the marketplace – all banks
 - The presence of other financial services providers in the community in which the branch is located, and the impact of the services and market share of these institutions
 - Industry trends within the market;
- Any potential adverse impacts on LMI communities that are served by the branch; and
- Any non-traditional or alternative ways of serving customers of the branch that could mitigate any identified adverse impacts.

In assessing these factors, BHB considers input from BHB Retail Banking, Corporate Real Estate, CRA Governance, Community Development, Legal and the Regional President for the local market.

If a decision is made to close a branch, BHB promptly provides notice to affected customers, regulators and the local community. At a minimum, these communications include:

- 90-day prior notice to customers of the branch via a special mailing or by including a notice in at least one regular account statement mailed to customers of the branch. If the branch to be closed is located in an LMI census tract, the notice to customers will also contain:
 - The mailing address of the Office of the Comptroller of the Currency (the “OCC”) and its designee to receive such notice
 - A statement that comments on the proposed branch closing may be mailed to the OCC

- A statement (as required by law) indicating that the OCC does not have the authority to approve or prevent the branch closing;
- 90-day prior notice to the OCC (as the primary supervisory agency for BMO Harris Bank);
- 30-day on-site prior notice, posted in a conspicuous manner on the premises of the branch. This notice includes the proposed closing date and information about where customers may obtain service following the closing date, or a telephone number for customers to call to determine such alternative sites; and
- A final branch closing notice, as required by OCC procedures, that includes (i) the popular names, location and authorization number of the branch; (ii) the date the branch was closed; and (iii) a statement that the bank provided customers of the branch 90 days' prior notice of the closing.²

BHB personnel also may contact local officials, community organizations and other interested parties to provide advance notice of a branch closing and solicit input on how to mitigate any potential adverse impacts on the community. Based on this input and its own review, BMO Harris Bank may take a variety of steps to mitigate the impact of a branch closing on the local community. These actions may include, for example, arranging for a full-service BHB ATM to remain at or near the branch location.

² In circumstances where alternative customer notification timeframes or methods may be necessary, BHB consults with the OCC to determine how best to proceed.

Bank of the West Assessment Areas (20 States 59 AAs)			
Multistate	State Only	ASSESSMENT AREA	AA # Scope
	Arizona	Arizona:	
		Phoenix-Mesa-Chandler, AZ MSA	1 Full-scope
		Flagstaff, AZ MSA	2 Limited-scope
		Prescott Valley-Prescott, AZ MSA	3 Limited-scope
		Tucson, AZ MSA	4 Limited-scope
		Arizona Non-MSA	5 Limited-scope
	California	California:	
		San Francisco CSA	6 Full-scope
		Los Angeles CSA	7 Full-scope
		Bakersfield, CA MSA	8 Limited-scope
		Chico, CA MSA	9 Limited-scope
		Fresno, CA MSA	10 Limited-scope
		Sacramento-Roseville-Folsom, CA MSA	11 Limited-scope
		Salinas, CA MSA	12 Limited-scope
		San Diego-Chula Vista-Carlsbad, CA MSA	13 Limited-scope
		Santa Maria-Santa Barbara, CA MSA	14 Limited-scope
		Visalia CSA	15 Limited-scope
		California Non-MSA	16 Limited-scope
	Colorado	Colorado:	
		Denver CSA	17 Full-scope
		Fort Collins, CO MSA	18 Limited-scope
		Grand Junction, CO MSA	19 Limited-scope
		Colorado Non-MSA	20 Limited-scope
	Idaho	Idaho:	
		Boise City, ID, MSA	21 Full-scope
		Idaho Non-MSA	22 Limited-scope
	Iowa	Iowa:	
		Des Moines CSA	23 Full-scope
		Cedar Rapids CSA	24 Limited-scope
		Iowa Non-MSA	25 Limited-scope
Kansas/Missouri	Kansas	Kansas City MO-KS MMSA	26 Full-scope
		Kansas:	
		Wichita, KS MSA	27 Full-scope
		Kansas Non-MSA	28 Limited-scope
	Minnesota	Minnesota:	
		La Crosse-Onalaska, WI-MN MSA	29 Limited-scope
		Minnesota Non-MSA	30 Full-scope
		Minneapolis CSA	31 Limited-scope
		Rochester, MN MSA	32 Limited-scope
Nebraska/Iowa	Nebraska	Omaha Council Bluff NE-IA MMSA	33 Full-scope
		Nebraska:	
		Nebraska Non-MSA	34 Full-scope
		Grand Island, NE MSA	35 Limited-scope
		Lincoln, NE MSA	36 Limited-scope
	New Mexico	New Mexico:	
		Albuquerque, NM MSA	37 Full-scope
		Las Cruces, NM MSA	38 Limited-scope
	Nevada	Nevada:	
		Las Vegas-Henderson-Paradise, NV MSA	39 Full-scope
		Reno CSA	40 Limited-scope
	New York	New York:	
		New York-Jersey City-White Plains, NY-NJ MD	41 Full-scope
North Dakota/Minnesota	North Dakota	Fargo ND-MN MMSA	42 Full-scope
		North Dakota:	
		North Dakota Non-MSA	43 Limited-scope
	Oklahoma	Oklahoma:	
		Oklahoma City, OK MSA	44 Full-scope
		Enid, OK MSA	45 Limited-scope
		Tulsa, OK MSA	46 Limited-scope
		Oklahoma Non-MSA	47 Limited-scope
Oregon/Washington	Oregon	Portland-Vancouver-Hillsboro OR-WA MMSA	48 Full-scope
		Oregon:	
		Oregon Non-MSA	49 Limited-scope
	South Dakota	South Dakota:	
		South Dakota Non-MSA	50 Full-scope
	Utah	Utah:	
		Salt Lake City CSA	51 Full-scope
	Washington	Washington:	
		Seattle-Tacoma-Bellevue, WA MSA	52 Full-scope
		Kennewick-Richland, WA MSA	53 Limited-scope
		Yakima, WA MSA	54 Limited-scope
		Washington Non-MSA	55 Limited-scope
	Wisconsin	Wisconsin:	
		Wisconsin Non-MSA	56 Full-scope
	Wyoming	Wyoming:	
		Wyoming Non-MSA	57 Full-scope
		Casper, WY MSA	58 Limited-scope
		Cheyenne, WY MSA	59 Limited-scope

59 AAs - In 2019 the OMB added Modesto to the San Francisco CSA

BMO Harris Bank Assessment Areas (9 States 38 AAs)			
Multistate	State Only	ASSESSMENT AREA	AA # Scope
	Arizona	Arizona:	
		Phoenix-Mesa-Chandler, AZ MSA	1 Full-scope
		Prescott Valley-Prescott, AZ MSA	2 Limited-scope
		Tucson, AZ MSA	3 Limited-scope
	Florida	Florida:	
		Cape Coral-Fort Myers, FL MSA	4 Limited-scope
		Naples-Marco Island, FL MSA	5 Limited-scope
		North Port-Sarasota-Bradenton, FL MSA	6 Full-scope
		Punta Gorda, FL MSA	7 Limited-scope
		Tampa-St. Petersburg-Clearwater, FL MSA	8 Limited-scope
		West Palm Beach-Boca Raton-Boynton Beach, FL MD	9 Limited-scope
Illinois/Wisconsin/Indiana	Illinois	Chicago MMSA	
		Chicago-Naperville-Evanston, IL MD	10 Full-scope
		Elgin, IL MD	11 Limited-scope
		Lake County-Kenosha County, IL-WI MD	12 Limited-scope
		Gary, IN MD	13 Limited-scope
	Illinois	Illinois:	
		Rockford, IL MSA	14 Full-scope
	Indiana	Indiana:	
		Indianapolis-Carmel-Anderson, IN MSA	15 Full-scope
		Kokomo, IN MSA	16 Limited-scope
		Non-MSA IN	17 Limited-scope
	Kansas	Kansas:	
		Non-MSA KS	18 Full-scope
Kansas/Missouri	Kansas	Kansas City, MO-KS MMSA	19 Full-scope
Minnesota/Wisconsin	Minnesota	Minneapolis-St. Paul-Bloomington, MN-WI MMSA	20 Full-scope
Missouri/Illinois	Missouri	St. Louis, MO-IL MMSA	21 Full-scope
	Missouri	Missouri:	
		St. Joseph, MO-KS MSA	22 Full-scope
	Texas	Texas:	
		Dallas-Plano-Irving, TX MD	23 Full-scope
	Wisconsin	Wisconsin:	
		Appleton, WI MSA	24 Limited-scope
		Duluth, MN-WI MSA	25 Limited-scope
		Eau Claire, WI MSA	26 Limited-scope
		Fond du Lac, WI MSA	27 Limited-scope
		Green Bay, WI MSA	28 Limited-scope
		Janesville-Beloit, WI MSA	29 Limited-scope
		La Crosse-Onalaska, WI-MN MSA	30 Limited-scope
		Madison, WI MSA	31 Limited-scope
		Milwaukee-Waukesha, WI MSA	32 Full-scope
		Non-MSA WI North	33 Limited-scope
		Non-MSA WI South	34 Limited-scope
		Oshkosh-Neenah, WI MSA	35 Limited-scope
		Racine, WI MSA	36 Limited-scope
		Sheboygan, WI MSA	37 Limited-scope
		Wausau-Weston, WI MSA	38 Limited-scope

BOTW has one branch in the MN portion of the MMSA

Key	
Full overlap in AAs (All counties)	
Partial overlap in AAs (Some, not all counties)	
In same AA, no shared counties	
Arizona: Phoenix AA (add 1 county)	
Minnesota/Wisconsin: Minneapolis-St Paul - Bloomington AA (Add 8 counties)	
Kansas/Missouri: Kansas City MO-KS AA (add 9 counties)	
Kansas: Non-MSA Kansas (Add 7 counties)	
Wisconsin: Non-MSA WI North (add 1 county)	
Minnesota/Wisconsin: LaCrosse-Onalaska WI-MN AA (add 1 county /new MMSA)	
AZ, FL, IL, IN, KS, MN, MO, TX and WI	
BHB States (9)	
BOTW States (20)	AZ, CA, CO, IA, ID, KS, MN, MO, ND, NE, NM, NV, NY, OK, OR, SD, UT, WA, WI and WY
Overlap States (5)	AZ, KS, MN, MO, WI
BHB and BOTW Combined (24) States	AZ*, CA, CO, FL, IA, ID, IL, IN, KS, MN, MO, ND, NE, NM, NV, NY*, OK, OR, SD, TX**, UT, WA, WI and WY

BOTW Exited one county in MN (12/3/2021)

*AZ and NY have limited service wealth branches that accept check only deposits; no cash.

**TX - BHB received authorization to open a full-service branch in the Dallas-Plano-Irving, TX Metropolitan Statistical Area (MSA) on May 1, 2019. While BHB received a full-service branch license, this is a commercial branch opened in the existing commercial banking office in Dallas, Texas. The branch serves as a physical location, required per state of Texas regulatory rules, for the bank to accept escrow deposits from certain business types (e.g., title insurance companies). BHB does not accept retail deposits, nor originate retail loans from this location. The OCC did not include an analysis of this MSA in the CRA PE.

Cross Reference of Current Assessment Areas: BOTW and BHB

State / County						BMO Harris			
State	County	ST_COUNTY	Assessment Area Name	MMSA / MSA Name	Scope	Overlap County	Assessment Area Name	Scope	#
Arizona	Apache	Arizona_Apache	Arizona Non-MSA	Arizona Non-MSA	Ltd	No-BOTW			
Arizona	Gila	Arizona_Gila	Arizona Non-MSA	Arizona Non-MSA	Ltd	No-BOTW			
Arizona	Navajo	Arizona_Navajo	Arizona Non-MSA	Arizona Non-MSA	Ltd	No-BOTW			
Arizona	Coconino	Arizona_Coconino	Flagstaff	Flagstaff, AZ, MSA	Ltd	No-BOTW			
Arizona	Maricopa	Arizona_Maricopa	Phoenix	Phoenix-Mesa-Chandler, AZ MSA	Full	Yes	Phoenix-Mesa-Chandler, AZ MSA	Full	7
Arizona	Pinal	Arizona_Pinal	Phoenix	Phoenix-Mesa-Chandler, AZ MSA	Full	No-BOTW			
Arizona	Yavapai	Arizona_Yavapai	Prescott	Prescott Valley-Prescott, AZ MSA	Ltd	Yes	Prescott Valley-Prescott, AZ MSA	Ltd	32
Arizona	Pima	Arizona_Pima	Tucson	Tucson, AZ MSA	Ltd	Yes	Tucson, AZ MSA	Ltd	25
California	Kern	California_Kern	Bakersfield	Bakersfield, MSA	Ltd	No-BOTW			
California	Lake	California_Lake	CA Non-MSA	CA Non-MSA	Ltd	No-BOTW			
California	Nevada	California_Nevada	CA Non-MSA	CA Non-MSA	Ltd	No-BOTW			
California	Butte	California_Butte	Chico	Chico	Ltd	No-BOTW			
California	Fresno	California_Fresno	Fresno	Fresno, MSA	Ltd	No-BOTW			
California	Los Angeles	California_Los Angeles	Los Angeles CSA	Los Angeles-Long Beach-Glendale, CA MD	Full	No-BOTW			
California	Orange	California_Orange	Los Angeles CSA	Anaheim-Santa Ana-Irvine, CA MD	Full	No-BOTW			
California	Riverside	California_Riverside	Los Angeles CSA	Riverside-San Bernardino-Ontario, CA MSA	Full	No-BOTW			
California	San Bernardino	California_San Bernardino	Los Angeles CSA	Riverside-San Bernardino-Ontario, CA MSA	Full	No-BOTW			
California	Ventura	California_Ventura	Los Angeles CSA	Oxnard-Thousand Oaks-Ventura, CA MSA	Full	No-BOTW			
California	Placer	California_Placer	Sacramento	Sacramento-Roseville-Folsom, CA MSA	Ltd	No-BOTW			
California	Sacramento	California_Sacramento	Sacramento	Sacramento-Roseville-Folsom, CA MSA	Ltd	No-BOTW			
California	Yolo	California_Yolo	Sacramento	Sacramento-Roseville-Folsom, CA MSA	Ltd	No-BOTW			
California	El Dorado	California_El Dorado	Sacramento	Sacramento-Roseville-Folsom, CA MSA	Ltd	No-BOTW			
California	Monterey	California_Monterey	Salinas	Salinas, CA MSA	Ltd	No-BOTW			
California	San Diego	California_San Diego	San Diego	San Diego-Chula Vista-Carlsbad, CA MSA	Ltd	No-BOTW			
California	Alameda	California_Alameda	San Francisco CSA	Oakland-Berkeley-Livermore, CA MD	Full	No-BOTW			
California	Contra Costa	California_Contra Costa	San Francisco CSA	Oakland-Berkeley-Livermore, CA MD	Full	No-BOTW			
California	Marin	California_Marin	San Francisco CSA	San Rafael, CA MSA	Full	No-BOTW			
California	Napa	California_Napa	San Francisco CSA	Napa, CA MSA	Full	No-BOTW			
California	San Benito	California_San Benito	San Francisco CSA	San Jose-Sunnyvale-Santa Clara, CA MD	Full	No-BOTW			
California	San Francisco	California_San Francisco	San Francisco CSA	San Francisco-San Mateo-Redwood City, CA MD	Full	No-BOTW			
California	San Joaquin	California_San Joaquin	San Francisco CSA	Stockton, CA MSA	Full	No-BOTW			
California	San Mateo	California_San Mateo	San Francisco CSA	San Francisco-San Mateo-Redwood City, CA MD	Full	No-BOTW			
California	Santa Clara	California_Santa Clara	San Francisco CSA	San Jose-Sunnyvale-Santa Clara, CA MD	Full	No-BOTW			
California	Santa Cruz	California_Santa Cruz	San Francisco CSA	Santa Cruz-Watsonville, CA MSA	Full	No-BOTW			
California	Solano	California_Solano	San Francisco CSA	Vallejo, CA MSA	Full	No-BOTW			
California	Sonoma	California_Sonoma	San Francisco CSA	Santa Rosa-Petaluma, CA MSA	Full	No-BOTW			
California	Stanislaus	California_Stanislaus	San Francisco CSA	Modesto, CA MSA	Full	No-BOTW			
California	Santa Barbara	California_Santa Barbara	Santa Barbara	Santa Maria-Santa Barbara, CA MSA	Ltd	No-BOTW			
California	Kings	California_Kings	Visalia CSA	Hanford-Corcoran, CA MSA	Ltd	No-BOTW			
California	Tulare	California_Tulare	Visalia CSA	Visalia, CA MSA	Ltd	No-BOTW			
Colorado	Chaffee	Colorado_Chaffee	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Delta	Colorado_Delta	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Grand	Colorado_Grand	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Gunnison	Colorado_Gunnison	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Kit Carson	Colorado_Kit Carson	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Las Animas	Colorado_Las Animas	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Logan	Colorado_Logan	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Montrose	Colorado_Montrose	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Morgan	Colorado_Morgan	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Phillips	Colorado_Phillips	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Routt	Colorado_Routt	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Summit	Colorado_Summit	CO Non-MSA	CO Non-MSA	Ltd	No-BOTW			
Colorado	Adams	Colorado_Adams	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Arapahoe	Colorado_Arapahoe	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Boulder	Colorado_Boulder	Denver CSA	Boulder, CO MSA	Full	No-BOTW			
Colorado	Broomfield	Colorado_Broomfield	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Clear Creek	Colorado_Clear Creek	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Denver	Colorado_Denver	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Douglas	Colorado_Douglas	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Elbert	Colorado_Elbert	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Gilpin	Colorado_Gilpin	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Jefferson	Colorado_Jefferson	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			
Colorado	Park	Colorado_Park	Denver CSA	Denver-Aurora-Lakewood, CO MSA	Full	No-BOTW			

State / County						BMO Harris			
State	County	ST_COUNTY	Assessment Area Name	MMSA / MSA Name	Scope	Overlap County	Assessment Area Name	Scope	#
Colorado	Weld	Colorado_Weld	Denver CSA	Greeley, CO MSA	Full	No-BOTW			
Colorado	Larimer	Colorado_Larimer	Fort Collins	Fort Collins, CO MSA	Ltd	No-BOTW			
Colorado	Mesa	Colorado_Mesa	Grand Junction	Grand Junction, CO MSA	Ltd	No-BOTW			
Florida	Charlotte	Florida_Charlotte				No-BHB	Punta Gorda, FL MSA	Ltd	36
Florida	Collier	Florida_Collier				No-BHB	Naples-Marco Island, FL MSA	Ltd	28
Florida	Hillsborough	Florida_Hillsborough				No-BHB	Tampa-St. Petersburg-Clearwater, FL MSA	Ltd	34
Florida	Lee	Florida_Lee				No-BHB	Cape Coral-Fort Myers, FL MSA	Ltd	37
Florida	Manatee	Florida_Manatee				No-BHB	North Port-Sarasota-Bradenton, FL MSA	Full	22
Florida	Palm Beach	Florida_Palm Beach				No-BHB	West Palm Beach-Boca Raton-Boynton Beach, FL MD	Ltd	39
Florida	Sarasota	Florida_Sarasota				No-BHB	North Port-Sarasota-Bradenton, FL MSA	Full	22
Idaho	Ada	Idaho_Ada	Boise	Boise City, ID, MSA	Full	No-BOTW			
Idaho	Boise	Idaho_Boise	Boise	Boise City, ID, MSA	Full	No-BOTW			
Idaho	Canyon	Idaho_Canyon	Boise	Boise City, ID, MSA	Full	No-BOTW			
Idaho	Gem	Idaho_Gem	Boise	Boise City, ID, MSA	Full	No-BOTW			
Idaho	Owyhee	Idaho_Owyhee	Boise	Boise City, ID, MSA	Full	No-BOTW			
Idaho	Blaine	Idaho_Blaine	ID Non-MSA	ID Non-MSA	Ltd	No-BOTW			
Illinois	Boone	Illinois_Boone				No-BHB	Rockford, IL MSA	Full	20
Illinois	Cook	Illinois_Cook				No-BHB	Chicago-Naperville-Evanston, IL MD	Full	1
Illinois	DuPage	Illinois_DuPage				No-BHB	Chicago-Naperville-Evanston, IL MD	Full	1
Illinois	Grundy	Illinois_Grundy				No-BHB	Chicago-Naperville-Evanston, IL MD	Full	1
Illinois	Kane	Illinois_Kane				No-BHB	Elgin, IL MD	Ltd	2
Illinois	Kendall	Illinois_Kendall				No-BHB	Elgin, IL MD	Ltd	2
Illinois	Lake	Illinois_Lake				No-BHB	Lake County-Kenosha County, IL-WI MD	Ltd	9
Illinois	McHenry	Illinois_McHenry				No-BHB	Chicago-Naperville-Evanston, IL MD	Full	1
Illinois	St. Clair	Illinois_St. Clair				No-BHB	St. Louis, MO-IL MSA	Full	4
Illinois	Will	Illinois_Will				No-BHB	Chicago-Naperville-Evanston, IL MD	Full	1
Illinois	Winnebago	Illinois_Winnebago				No-BHB	Rockford, IL MSA	Full	20
Indiana	Boone	Indiana_Boone				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Hamilton	Indiana_Hamilton				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Hendricks	Indiana_Hendricks				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Howard	Indiana_Howard				No-BHB	Kokomo, IN MSA	Ltd	27
Indiana	Johnson	Indiana_Johnson				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Lake	Indiana_Lake				No-BHB	Gary, IN MD	Ltd	10
Indiana	Madison	Indiana_Madison				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Marion	Indiana_Marion				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Morgan	Indiana_Morgan				No-BHB	Indianapolis-Carmel-Anderson, IN MSA	Full	8
Indiana	Porter	Indiana_Porter				No-BHB	Gary, IN MD	Ltd	10
Indiana	Rush	Indiana_Rush				No-BHB	Non-MSA IN	Ltd	35
Indiana	Tipton	Indiana_Tipton				No-BHB	Non-MSA IN	Ltd	35
Indiana	Wayne	Indiana_Wayne				No-BHB	Non-MSA IN	Ltd	35
Iowa	Benton	Iowa_Benton	Cedar Rapids CSA	Cedar Rapids, IA MSA	Ltd	No-BOTW			
Iowa	Johnson	Iowa_Johnson	Cedar Rapids CSA	Iowa City, IA, MSA	Ltd	No-BOTW			
Iowa	Jones	Iowa_Jones	Cedar Rapids CSA	Cedar Rapids, IA MSA	Ltd	No-BOTW			
Iowa	Linn	Iowa_Linn	Cedar Rapids CSA	Cedar Rapids, IA MSA	Ltd	No-BOTW			
Iowa	Washington	Iowa_Washington	Cedar Rapids CSA	Iowa City, IA, MSA	Ltd	No-BOTW			
Iowa	Boone	Iowa_Boone	Des Moines CSA	Ames, IA MSA	Full	No-BOTW			
Iowa	Dallas	Iowa_Dallas	Des Moines CSA	Des Moines-West Des Moines, IA MSA	Full	No-BOTW			
Iowa	Guthrie	Iowa_Guthrie	Des Moines CSA	Des Moines-West Des Moines, IA MSA	Full	No-BOTW			
Iowa	Jasper	Iowa_Jasper	Des Moines CSA	Des Moines-West Des Moines, IA MSA	Full	No-BOTW			
Iowa	Madison	Iowa_Madison	Des Moines CSA	Des Moines-West Des Moines, IA MSA	Full	No-BOTW			
Iowa	Polk	Iowa_Polk	Des Moines CSA	Des Moines-West Des Moines, IA MSA	Full	No-BOTW			
Iowa	Story	Iowa_Story	Des Moines CSA	Ames, IA MSA	Full	No-BOTW			
Iowa	Warren	Iowa_Warren	Des Moines CSA	Des Moines-West Des Moines, IA MSA	Full	No-BOTW			
Iowa	Carroll	Iowa_Carroll	IA Non-MSA	IA Non-MSA	Ltd	No-BOTW			
Iowa	Davis	Iowa_Davis	IA Non-MSA	IA Non-MSA	Ltd	No-BOTW			
Iowa	Decatur	Iowa_Decatur	IA Non-MSA	IA Non-MSA	Ltd	No-BOTW			
Iowa	Winneshiek	Iowa_Winneshiek	IA Non-MSA	IA Non-MSA	Ltd	No-BOTW			
Iowa	Harrison	Iowa_Harrison	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Iowa	Mills	Iowa_Mills	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Iowa	Pottawattamie	Iowa_Pottawattamie	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Kansas	Johnson	Kansas_Johnson	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	Yes	Kansas City, MO-KS MSA	Full	11
Kansas	Leavenworth	Kansas_Leavenworth	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Kansas	Linn	Kansas_Linn	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Kansas	Miami	Kansas_Miami	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			

State / County			BMO Harris						
State	County	ST_COUNTY	Assessment Area Name	MMSA / MSA Name	Scope	Overlap County	Assessment Area Name	Scope	#
Kansas	Wyandotte	Kansas_Wyandotte	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	Yes	Kansas City, MO-KS MSA	Full	11
Kansas	Barton	Kansas_Barton	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Cowley	Kansas_Cowley	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Finney	Kansas_Finney	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Ford	Kansas_Ford	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Franklin	Kansas_Franklin	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Pawnee	Kansas_Pawnee	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Reno	Kansas_Reno	KS Non-MSA	KS Non-MSA	Ltd	No-BOTW			
Kansas	Butler	Kansas_Butler	Wichita	Wichita, KS MSA	Full	No-BOTW			
Kansas	Harvey	Kansas_Harvey	Wichita	Wichita, KS MSA	Full	No-BOTW			
Kansas	Sedgwick	Kansas_Sedgwick	Wichita	Wichita, KS MSA	Full	No-BOTW			
Kansas	Sumner	Kansas_Sumner	Wichita	Wichita, KS MSA	Full	No-BOTW			
Kansas	Crawford	Kansas_Crawford				No-BHB	Non-MSA KS	Full	15
Minnesota	Houston	Minnesota_Houston	La Crosse-Onalaska, WI-MN MSA	La Crosse-Onalaska, WI-MN MSA	Ltd	No-BOTW			
Minnesota	Anoka	Minnesota_Anoka	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Benton	Minnesota_Benton	Minneapolis CSA	St. Cloud, MN MSA	Ltd	No-BOTW			
Minnesota	Carver	Minnesota_Carver	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Chisago	Minnesota_Chisago	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	No-BOTW			
Minnesota	Dakota	Minnesota_Dakota	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Hennepin	Minnesota_Hennepin	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Isanti	Minnesota_Isanti	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	No-BOTW			
Minnesota	Le Sueur	Minnesota_Le Sueur	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	No-BOTW			
Minnesota	Mille Lacs	Minnesota_Mille Lacs	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	No-BOTW			
Minnesota	Ramsey	Minnesota_Ramsey	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Scott	Minnesota_Scott	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Sherburne	Minnesota_Sherburne	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	No-BOTW			
Minnesota	Stearns	Minnesota_Stearns	Minneapolis CSA	St. Cloud, MN MSA	Ltd	No-BOTW			
Minnesota	Washington	Minnesota_Washington	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	Yes	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Minnesota	Wright	Minnesota_Wright	Minneapolis CSA	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Ltd	No-BOTW			
Minnesota	Cottonwood	Minnesota_Cottonwood	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Grant	Minnesota_Grant	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Jackson	Minnesota_Jackson	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Lincoln	Minnesota_Lincoln	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Lyon	Minnesota_Lyon	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Morrison	Minnesota_Morrison	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Nobles	Minnesota_Nobles	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Norman	Minnesota_Norman	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Otter Tail	Minnesota_Otter Tail	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Stevens	Minnesota_Stevens	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Swift	Minnesota_Swift	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Wilkin	Minnesota_Wilkin	MN Non-MSA	MN Non-MSA	Full	No-BOTW			
Minnesota	Dodge	Minnesota_Dodge	Rochester	Rochester, MN MSA	Ltd	No-BOTW			
Minnesota	Fillmore	Minnesota_Fillmore	Rochester	Rochester, MN MSA	Ltd	No-BOTW			
Minnesota	Olmsted	Minnesota_Olmsted	Rochester	Rochester, MN MSA	Ltd	No-BOTW			
Minnesota	Wabasha	Minnesota_Wabasha	Rochester	Rochester, MN MSA	Ltd	No-BOTW			
Missouri	Bates	Missouri_Bates	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Missouri	Caldwell	Missouri_Caldwell	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Missouri	Cass	Missouri_Cass	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Missouri	Clay	Missouri_Clay	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	Yes	Kansas City, MO-KS MSA	Full	11
Missouri	Clinton	Missouri_Clinton	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Missouri	Jackson	Missouri_Jackson	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	Yes	Kansas City, MO-KS MSA	Full	11
Missouri	Lafayette	Missouri_Lafayette	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Missouri	Platte	Missouri_Platte	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	Yes	Kansas City, MO-KS MSA	Full	11
Missouri	Ray	Missouri_Ray	Kansas City MMSA (Multi-St)	Kansas City, MO-KS MSA	Full	No-BOTW			
Missouri	Andrew	Missouri_Andrew				No-BHB	St. Joseph, MO-KS MSA	Full	38
Missouri	Buchanan	Missouri_Buchanan				No-BHB	St. Joseph, MO-KS MSA	Full	38
Missouri	Jefferson	Missouri_Jefferson				No-BHB	St. Louis, MO-IL MSA	Full	4
Missouri	St. Charles	Missouri_St. Charles				No-BHB	St. Louis, MO-IL MSA	Full	4
Missouri	St. Louis	Missouri_St. Louis				No-BHB	St. Louis, MO-IL MSA	Full	4
Missouri	St. Louis City	Missouri_St. Louis City				No-BHB	St. Louis, MO-IL MSA	Full	4
Nebraska	Hall	Nebraska_Hall	Grand Island	Grand Island, NE MSA	Ltd	No-BOTW			
Nebraska	Howard	Nebraska_Howard	Grand Island	Grand Island, NE MSA	Ltd	No-BOTW			
Nebraska	Merrick	Nebraska_Merrick	Grand Island	Grand Island, NE MSA	Ltd	No-BOTW			
Nebraska	Lancaster	Nebraska_Lancaster	Lincoln	Lincoln, NE MSA	Ltd	No-BOTW			

State / County			BMO Harris						
State	County	ST_COUNTY	Assessment Area Name	MMSA / MSA Name	Scope	Overlap County	Assessment Area Name	Scope	#
Nebraska	Seward	Nebraska_Seward	Lincoln	Lincoln, NE MSA	Ltd	No-BOTW			
Nebraska	Box Butte	Nebraska_Box Butte	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Buffalo	Nebraska_Buffalo	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Cherry	Nebraska_Cherry	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Dawes	Nebraska_Dawes	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Dodge	Nebraska_Dodge	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Gage	Nebraska_Gage	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Lincoln	Nebraska_Lincoln	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Madison	Nebraska_Madison	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Morrill	Nebraska_Morrill	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Platte	Nebraska_Platte	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Sheridan	Nebraska_Sheridan	NE Non-MSA	NE Non-MSA	Full	No-BOTW			
Nebraska	Cass	Nebraska_Cass	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Nebraska	Douglas	Nebraska_Douglas	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Nebraska	Sarpy	Nebraska_Sarpy	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Nebraska	Saunders	Nebraska_Saunders	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
Nebraska	Washington	Nebraska_Washington	Omaha MMSA (Multi-St)	Omaha-Council Bluffs, NE-IA	Full	No-BOTW			
New Mexico	Bernalillo	New Mexico_Bernalillo	Albuquerque	Albuquerque, NM MSA	Full	No-BOTW			
New Mexico	Sandoval	New Mexico_Sandoval	Albuquerque	Albuquerque, NM MSA	Full	No-BOTW			
New Mexico	Torrance	New Mexico_Torrance	Albuquerque	Albuquerque, NM MSA	Full	No-BOTW			
New Mexico	Valencia	New Mexico_Valencia	Albuquerque	Albuquerque, NM MSA	Full	No-BOTW			
New Mexico	Dona Ana	New Mexico_Dona Ana	Las Cruces	Las Cruces, NM MSA	Ltd	No-BOTW			
Nevada	Clark	Nevada_Clark	Las Vegas	Las Vegas-Henderson-Paradise, NV MSA	Full	No-BOTW			
Nevada	Carson City	Nevada_Carson City	Reno CSA	Carson City, NV MSA	Ltd	No-BOTW			
Nevada	Storey	Nevada_Storey	Reno CSA	Reno, NV MSA	Ltd	No-BOTW			
Nevada	Washoe	Nevada_Washoe	Reno CSA	Reno, NV MSA	Ltd	No-BOTW			
New York	Bronx	New York_Bronx	New York City	New York-Jersey City-White Plains, NY-NJ MD	Full	No-BOTW			
New York	Kings	New York_Kings	New York City	New York-Jersey City-White Plains, NY-NJ MD	Full	No-BOTW			
New York	New York	New York_New York	New York City	New York-Jersey City-White Plains, NY-NJ MD	Full	No-BOTW			
New York	Queens	New York_Queens	New York City	New York-Jersey City-White Plains, NY-NJ MD	Full	No-BOTW			
New York	Richmond	New York_Richmond	New York City	New York-Jersey City-White Plains, NY-NJ MD	Full	No-BOTW			
North Dakota	Cass	North Dakota_Cass	Fargo MMSA	Fargo, ND-MN, MSA	Full	No-BOTW			
North Dakota	Clay	North Dakota_Clay	Fargo MMSA	Fargo, ND-MN, MSA	Full	No-BOTW			
North Dakota	Golden Valley	North Dakota_Golden Valley	ND Non-MSA	ND Non-MSA	Ltd	No-BOTW			
North Dakota	Richland	North Dakota_Richland	ND Non-MSA	ND Non-MSA	Ltd	No-BOTW			
North Dakota	Stark	North Dakota_Stark	ND Non-MSA	ND Non-MSA	Ltd	No-BOTW			
Oklahoma	Garfield	Oklahoma_Garfield	Garfield	Enid, OK MSA	Ltd	No-BOTW			
Oklahoma	Carter	Oklahoma_Carter	OK Non-MSA	OK Non-MSA	Ltd	No-BOTW			
Oklahoma	Payne	Oklahoma_Payne	OK Non-MSA	OK Non-MSA	Ltd	No-BOTW			
Oklahoma	Pontotoc	Oklahoma_Pontotoc	OK Non-MSA	OK Non-MSA	Ltd	No-BOTW			
Oklahoma	Seminole	Oklahoma_Seminole	OK Non-MSA	OK Non-MSA	Ltd	No-BOTW			
Oklahoma	Canadian	Oklahoma_Canadian	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	Cleveland	Oklahoma_Cleveland	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	Grady	Oklahoma_Grady	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	Lincoln	Oklahoma_Lincoln	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	Logan	Oklahoma_Logan	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	McClain	Oklahoma_McClain	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	Oklahoma	Oklahoma_Oklahoma	Oklahoma City	Oklahoma City, OK MSA	Full	No-BOTW			
Oklahoma	Creek	Oklahoma_Creek	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oklahoma	Okmulgee	Oklahoma_Okmulgee	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oklahoma	Osage	Oklahoma_Osage	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oklahoma	Pawnee	Oklahoma_Pawnee	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oklahoma	Rogers	Oklahoma_Rogers	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oklahoma	Tulsa	Oklahoma_Tulsa	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oklahoma	Wagoner	Oklahoma_Wagoner	Tulsa	Tulsa, OK MSA	Ltd	No-BOTW			
Oregon	Lincoln	Oregon_Lincoln	OR Non-MSA	OR Non-MSA	Ltd	No-BOTW			
Oregon	Malheur	Oregon_Malheur	OR Non-MSA	OR Non-MSA	Ltd	No-BOTW			
Oregon	Umatilla	Oregon_Umatilla	OR Non-MSA	OR Non-MSA	Ltd	No-BOTW			
Oregon	Wasco	Oregon_Wasco	OR Non-MSA	OR Non-MSA	Ltd	No-BOTW			
Oregon	Clackamas	Oregon_Clackamas	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			
Oregon	Columbia	Oregon_Columbia	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			
Oregon	Multnomah	Oregon_Multnomah	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			
Oregon	Washington	Oregon_Washington	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			
Oregon	Yamhill	Oregon_Yamhill	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			

State / County			BMO Harris						
State	County	ST_COUNTY	Assessment Area Name	MMSA / MSA Name	Scope	Overlap County	Assessment Area Name	Scope	#
South Dakota	Beadle	South Dakota_Beadle	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
South Dakota	Charles Mix	South Dakota_Charles Mix	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
South Dakota	Clay	South Dakota_Clay	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
South Dakota	Douglas	South Dakota_Douglas	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
South Dakota	Perkins	South Dakota_Perkins	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
South Dakota	Potter	South Dakota_Potter	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
South Dakota	Spink	South Dakota_Spink	SD Non-MSA AA	SD Non-MSA AA	Full	No-BOTW			
Texas	Collin	Texas_Collin				No-BHB	Dallas-Plano-Irving, TX MD	Full	41
Texas	Dallas	Texas_Dallas				No-BHB	Dallas-Plano-Irving, TX MD	Full	41
Texas	Denton	Texas_Denton				No-BHB	Dallas-Plano-Irving, TX MD	Full	41
Utah	Davis	Utah_Davis	Salt Lake City CSA	Ogden-Clearfield, UT MSA	Full	No-BOTW			
Utah	Salt Lake	Utah_Salt Lake	Salt Lake City CSA	Salt Lake City, UT MSA	Full	No-BOTW			
Utah	Tooele	Utah_Tooele	Salt Lake City CSA	Salt Lake City, UT MSA	Full	No-BOTW			
Utah	Weber	Utah_Weber	Salt Lake City CSA	Ogden-Clearfield, UT MSA	Full	No-BOTW			
Washington	Benton	Washington_Benton	Kennewick	Kennewick-Richland, WA MSA	Ltd	No-BOTW			
Washington	Franklin	Washington_Franklin	Kennewick	Kennewick-Richland, WA MSA	Ltd	No-BOTW			
Washington	Clark	Washington_Clark	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			
Washington	Skamania	Washington_Skamania	Portland MMSA	Portland-Vancouver-Hillsboro, OR-WA MSA	Full	No-BOTW			
Washington	King	Washington_King	Seattle	Seattle-Tacoma-Bellevue, WA MSA	Full	No-BOTW			
Washington	Pierce	Washington_Pierce	Seattle	Seattle-Tacoma-Bellevue, WA MSA	Full	No-BOTW			
Washington	Snohomish	Washington_Snohomish	Seattle	Seattle-Tacoma-Bellevue, WA MSA	Full	No-BOTW			
Washington	Kittitas	Washington_Kittitas	WA Non-MSA	WA Non-MSA	Ltd	No-BOTW			
Washington	Yakima	Washington_Yakima	Yakima	Yakima, WA MSA	Ltd	No-BOTW			
Wisconsin	Washburn	Wisconsin_Washburn	WI Non-MSA	WI Non-MSA	Full	No-BOTW			
Wisconsin	Adams	Wisconsin_Adams				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Ashland	Wisconsin_Ashland				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Brown	Wisconsin_Brown				No-BHB	Green Bay, WI MSA	Ltd	18
Wisconsin	Calumet	Wisconsin_Calumet				No-BHB	Appleton, WI MSA	Ltd	21
Wisconsin	Chippewa	Wisconsin_Chippewa				No-BHB	Eau Claire, WI MSA	Ltd	29
Wisconsin	Clark	Wisconsin_Clark				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Columbia	Wisconsin_Columbia				No-BHB	Madison, WI MSA	Ltd	6
Wisconsin	Dane	Wisconsin_Dane				No-BHB	Madison, WI MSA	Ltd	6
Wisconsin	Dodge	Wisconsin_Dodge				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Douglas	Wisconsin_Douglas				No-BHB	Duluth, MN-WI MSA	Ltd	14
Wisconsin	Dunn	Wisconsin_Dunn				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Eau Claire	Wisconsin_Eau Claire				No-BHB	Eau Claire, WI MSA	Ltd	29
Wisconsin	Fond du Lac	Wisconsin_Fond du Lac				No-BHB	Fond du Lac, WI MSA	Ltd	30
Wisconsin	Grant	Wisconsin_Grant				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Iowa	Wisconsin_Iowa				No-BHB	Madison, WI MSA	Ltd	6
Wisconsin	Jefferson	Wisconsin_Jefferson				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Juneau	Wisconsin_Juneau				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Kenosha	Wisconsin_Kenosha				No-BHB	Lake County-Kenosha County, IL-WI MD	Ltd	9
Wisconsin	Kewaunee	Wisconsin_Kewaunee				No-BHB	Green Bay, WI MSA	Ltd	18
Wisconsin	La Crosse	Wisconsin_La Crosse				No-BHB	La Crosse-Onalaska, WI-MN MSA	Ltd	31
Wisconsin	Langlade	Wisconsin_Langlade				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Lincoln	Wisconsin_Lincoln				No-BHB	Wausau-Weston, WI MSA	Ltd	24
Wisconsin	Manitowoc	Wisconsin_Manitowoc				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Marathon	Wisconsin_Marathon				No-BHB	Wausau-Weston, WI MSA	Ltd	24
Wisconsin	Marinette	Wisconsin_Marinette				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Marquette	Wisconsin_Marquette				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Milwaukee	Wisconsin_Milwaukee				No-BHB	Milwaukee-Waukesha, WI MSA	Full	3
Wisconsin	Oconto	Wisconsin_Oconto				No-BHB	Green Bay, WI MSA	Ltd	18
Wisconsin	Oneida	Wisconsin_Oneida				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Outagamie	Wisconsin_Outagamie				No-BHB	Appleton, WI MSA	Ltd	21
Wisconsin	Ozaukee	Wisconsin_Ozaukee				No-BHB	Milwaukee-Waukesha, WI MSA	Full	3
Wisconsin	Pierce	Wisconsin_Pierce				No-BHB	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5
Wisconsin	Portage	Wisconsin_Portage				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Racine	Wisconsin_Racine				No-BHB	Racine, WI MSA	Ltd	13
Wisconsin	Richland	Wisconsin_Richland				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Rock	Wisconsin_Rock				No-BHB	Janesville-Beloit, WI MSA	Ltd	23
Wisconsin	Sauk	Wisconsin_Sauk				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Shawano	Wisconsin_Shawano				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Sheboygan	Wisconsin_Sheboygan				No-BHB	Sheboygan, WI MSA	Ltd	26
Wisconsin	St. Croix	Wisconsin_St. Croix				No-BHB	Minneapolis-St. Paul-Bloomington, MN-WI MSA	Full	5

State / County						BMO Harris			
State	County	ST_COUNTY	Assessment Area Name	MMSA / MSA Name	Scope	Overlap County	Assessment Area Name	Scope	#
Wisconsin	Vernon	Wisconsin_Vernon				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Vilas	Wisconsin_Vilas				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Walworth	Wisconsin_Walworth				No-BHB	Non-MSA WI South	Ltd	19
Wisconsin	Washington	Wisconsin_Washington				No-BHB	Milwaukee-Waukesha, WI MSA	Full	3
Wisconsin	Waukesha	Wisconsin_Waukesha				No-BHB	Milwaukee-Waukesha, WI MSA	Full	3
Wisconsin	Waupaca	Wisconsin_Waupaca				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Waushara	Wisconsin_Waushara				No-BHB	Non-MSA WI North	Ltd	17
Wisconsin	Winnebago	Wisconsin_Winnebago				No-BHB	Oshkosh-Neenah, WI MSA	Ltd	33
Wisconsin	Wood	Wisconsin_Wood				No-BHB	Non-MSA WI North	Ltd	17
Wyoming	Natrona	Wyoming_Natrona	Casper	Casper, WY MSA	Ltd	No-BOTW			
Wyoming	Laramie	Wyoming_Laramie	Cheyenne	Cheyenne, WY MSA	Ltd	No-BOTW			
Wyoming	Albany	Wyoming_Albany	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Carbon	Wyoming_Carbon	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Converse	Wyoming_Converse	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Fremont	Wyoming_Fremont	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Lincoln	Wyoming_Lincoln	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Niobrara	Wyoming_Niobrara	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Park	Wyoming_Park	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Platte	Wyoming_Platte	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Sheridan	Wyoming_Sheridan	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Sublette	Wyoming_Sublette	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Sweetwater	Wyoming_Sweetwater	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Teton	Wyoming_Teton	WY Non-MSA	WY Non-MSA	Full	No-BOTW			
Wyoming	Uinta	Wyoming_Uinta	WY Non-MSA	WY Non-MSA	Full	No-BOTW			

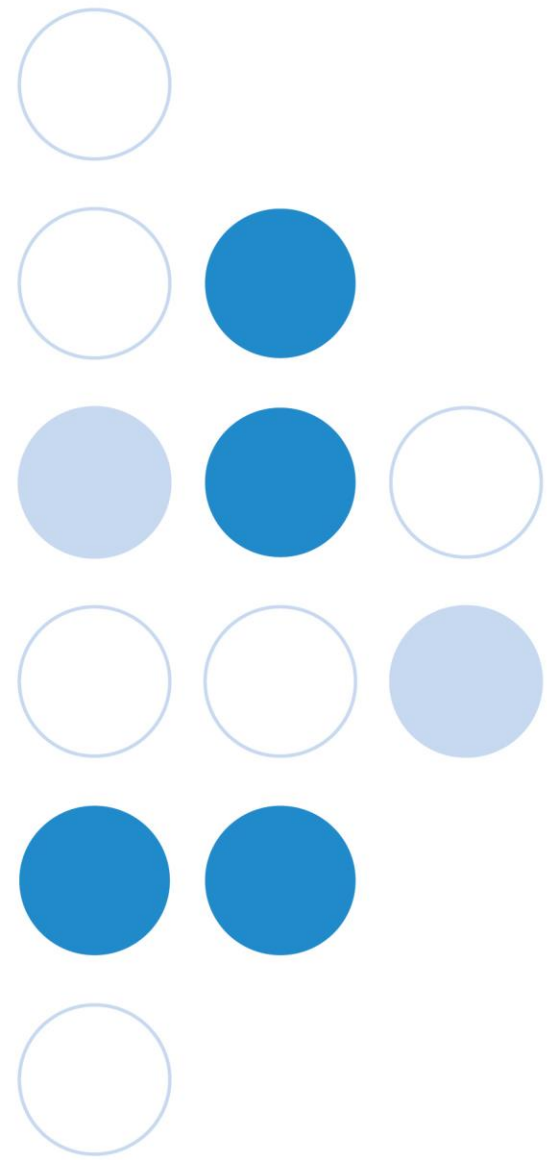
Sustainability and Social Impact



BMO Financial Group: Purpose-driven and future-ready

- BMO Financial Group is a diversified North American financial services provider serving more than 12 million customers through three integrated operating groups: Personal and Commercial Banking, BMO Capital Markets and BMO Wealth Management.
- Our Purpose, **Boldly Grow the Good** – *in business and life*— is why we do business. It informs our strategy, drives our ambition, and reinforces our commitment to social progress—to further a thriving economy, a sustainable future and an inclusive society.
- We are focused on achieving progress for all—real financial progress for our customers, growth and performance for our clients, equity and future-readiness for our workforce, inclusive communities and a sustainable world.
- This presentation provides an overview of how we work to advance social change, to grow the good as we grow.





Our Purpose

Boldly Grow the Good *in business and life*



Our Purpose

BOLDLY GROW THE GOOD

IN BUSINESS AND LIFE

Our Purpose, **Boldly Grow the Good *in business and life*** — is why we do business. It informs our strategy, drives our ambition, and reinforces our commitment to social progress—to further a thriving economy, a sustainable future and an inclusive society.

For a thriving economy

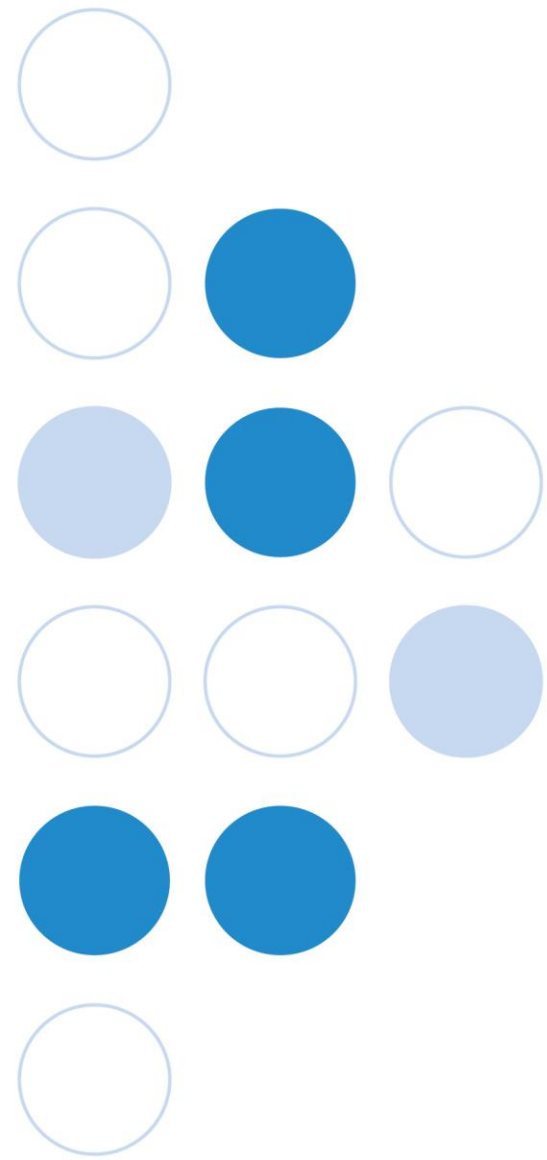
Ensuring inclusive opportunity and a thriving economy by empowering entrepreneurs facing systemic barriers and supporting the progress of small businesses

For a sustainable future

Being our clients' lead partner in the transition to a net-zero world, delivering on our commitments to sustainable financing and responsible investing

For an inclusive future

Committing to zero barriers to inclusion, supporting equal access to opportunities for our colleagues and customers, and the communities we serve



Thriving Economy

Boldly Grow the Good *in business and life*



A thriving economy in which everyone benefits

Announced in November 2020, BMO EMpower is our \$5B commitment over five years to address key barriers faced by minority businesses, communities and families in the United States. Through lending, investing, giving and engagement in our local communities, we are tackling barriers to inclusion in the financial services industry to create more opportunity for success and enable an inclusive recovery.

Small Business Lending	Middle Market Minority Business Lending	Corporate Social Responsibility	Municipal & Non-Profit Lending	Home Mortgage Lending	Community Development Lending & Investing
\$300M	\$500M	\$500M	\$300M	\$500M	\$3B
Support for small and minority-owned businesses through the BMO for Black and Latinx/Women Business programs	Increase efforts to lend to Black and Latinx-owned commercial businesses	Includes philanthropic giving, community engagement, supplier/business diversity initiatives and diverse talent programs	Provide critical support for non-profit and municipal clients	Lending to low- and moderate-income level communities	Community reinvestment in real estate, affordable housing and neighborhood revitalization through investments in tax credits, funds, CDFIs and private equity

A thriving economy in which **everyone** benefits

Selected highlights of BMO EMpower

- **BMO EMpower** offers new loan products, meaningful networking opportunities, educational content and tools to Black and Latinx small business owners
- **Achievements leading into 2022** include:
 - \$20 million in funding through special credit programs supporting Black-/Latinx- and/or women-owned businesses (BMO for Black/Latinx Businesses, Women in Business)
 - Includes approval of more than 550 loan applications totaling over \$16 million to Black and Latinx-owned small businesses across the BMO Harris footprint
 - BMO for Black and Latinx Businesses pilot program launched in Illinois and northwest Indiana in November 2020, expanded to enterprise U.S. footprint Fall 2021
 - \$11MM in loans to 260 entrepreneurs in pilot alone
 - Five-year goal: \$5B in support of community reinvestment, including \$300MM in small business lending for Black-, Latinx- and women-owned business over 5 years



A thriving economy in which **everyone** benefits

We believe that for an economy to thrive, it must be inclusive, so we are purpose-driven to respond to the demands of the rapidly changing economic and social landscape by creating meaningful and powerful change.

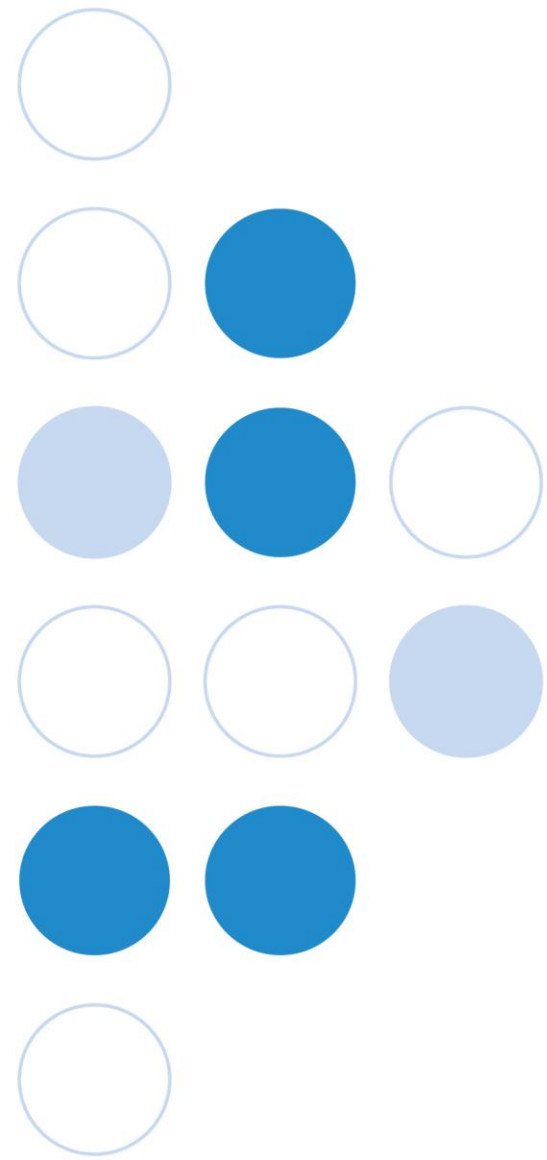
- **Outstanding CRA ratings** for meeting credit and community development needs in low- to moderate-income communities
- *Smart Money*, a **certified Bank On low-fee, no overdraft checking account** designed to assist under-banked individuals
- **Credit builder account** to help customers build and improve their credit scores
 - Small dollar loan secured by a CD—the CD proceeds with interest are provided to the customer
- **Affordable mortgage programs**
 - Down payment assistance/flexible guidelines
 - IHDA's Smart Buy program: homebuyers receive up to \$40,000 in student loan forgiveness, in conjunction with home purchase
- **Financial literacy**
 - BMO hosted or partnered on over 120 financial literacy events in 2020, serving over 13,000 individuals
- **BMORE Workforce development**
 - Co-created with Cara Chicago to remove barriers to employment and increase access to careers in banking and finance, primarily on the Austin and Little Village neighborhoods
- **Real Financial Progress**
 - \$1.26B: SBA Paycheck Protection loan originations
 - 500K+: proactive calls for Real Financial Progress checks
 - \$354MM loans to LMI or very small businesses



Awards and recognition for supporting a thriving economy



- Named one of **Forbes Magazine's Best-in-State Banks** two consecutive years
- Ranked as one of **Forbes Magazine's World's Best Banks** in 2020 and 2021
- Ranked among **Bankrate's Top Regional Banks** for 2020



Sustainable Future

Boldly Grow the Good *in business and life*



A sustainable future for all

We're taking comprehensive steps across our financing activities and operations to drive solutions to achieve net zero and our Purpose-driven commitment to a sustainable future.

- Climate Ambition: to be our clients' lead partner in the transition to a net-zero world
 - Comprises four pillars: Commitment, Capabilities, Client Partnership and Convening for Climate Action (next slide)

- Commitment to deploy \$240B* by 2025 in capital to clients pursuing sustainable outcomes
 - Through green, social and sustainable lending, underwriting, advisory services, and investment

- \$200MM* sustainability-focused Impact fund backing technologies addressing sustainability

- Carbon neutrality in our operations since 2010

- BMO Climate Institute
 - Drives thought leadership and provide insights and best practices for industry, government, academia and investors

- Membership in Partnership for Carbon Accounting Financials (PCAF), Net-Zero Banking Alliance (NZBA), UN Principles for Responsible Banking, and Equator Principles Association

- Energy Transition Group providing clients with expertise and financing of innovative green, transition and sustainability-linked loan structures

BMO's Net Zero Ambition

Be our Clients' Lead Partner in the Transition to a Net-Zero World

Commitment

Building on our Purpose commitment to a sustainable future, BMO makes a new, focused commitment to drive economic transformation toward a net-zero world.

- Align greenhouse gas emissions from our operations and our financing with the ambition of a net-zero world by 2050
- Set intermediate (2030) and long term (2050) targets with our clients
- Commit to transparency in emissions measurement and performance

Capabilities

BMO Climate Institute provides thought leadership at the intersection of climate adaptation and finance, allowing us to be the premier advisor to clients and partners on climate risk and opportunity.

- Leverage BMO's sophisticated capabilities to analyze climate change
- Provide climate insights for our business, clients and partners to enhance climate resilience
- Provide thought leadership informed by data-driven research and expertise

Client Partnership

We are committed to helping our clients adapt to climate change impacts and contribute to the transition to a net-zero global economy with tailored products and services.

- Engage with customers to advance climate adaptation strategies
- Enable our clients' net-zero transitions with a tailored suite of green advisory, investment and lending products
- Be a 'One-stop-shop' for clients to meet full range of ESG needs

Convening for Climate Action

As a global leader, BMO will drive insights and bring together industry, government, academia and investors to unlock solutions that advance climate transition and enhance resilience.

- Unite individuals and equip them with information to encourage meaningful climate policy and business decisions
- Focus on climate solutions for climate sensitive sectors in North America
- Explore the synergies between climate and social justice goals

BOLDLY GROW THE GOOD

IN BUSINESS AND LIFE

Awards and recognition for sustainability and sustainable finance



One of only five Canadian companies and two North American banks included in the **Dow Jones Sustainability World Index**



Ranked 15th overall, and 1st among all banks, by the Wall Street Journal in its 2020 ranking of the **100 Most Sustainably Managed Companies in the World**



Top North American bank on **Corporate Knights' 2021 Global 100 Most Sustainable Corporations in the World** for the second year in a row



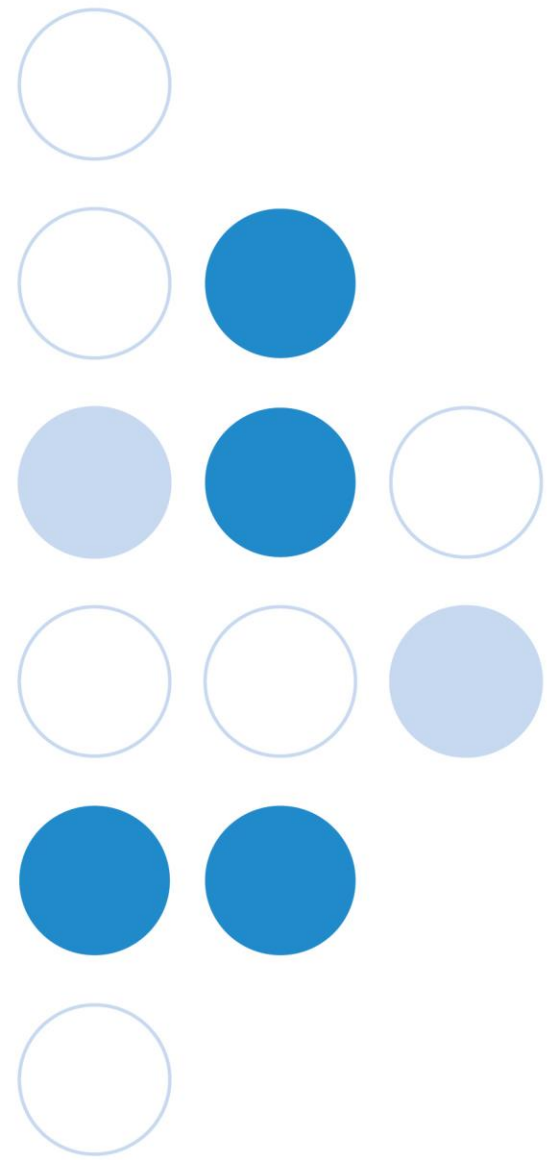
Continuing track record in Sustainable Finance with Lead Manager of the Year 2021 recognition by **Environmental Finance Magazine**



Driving value for investors with recognition in 2021 as Best ESG Investment Fund: Equities by **ESG Investing**



19 years of ESG investing leadership as part of the **FTSE4GOOD – FTSE Russell Index Series**



Inclusive Society

Boldly Grow the Good *in business and life*



An inclusive society with zero barriers

BMO's *Zero Barriers to Inclusion 2025* is a multi-year strategy supporting equity, equality and inclusion. We're focused on providing access to opportunities and enabling growth for our colleagues, customers, and the communities we serve.

- Ambitious representation goals, directly addressing gaps in representation across our organization and the financial services industry by 2025
 - 30% People of Color in senior leadership roles in the U.S. (including 7% Black and 7% Latino)
 - 5-7% persons with disabilities and 3% LGBTQ across our workforce
- 40% of senior roles held by women for 6 straight years
 - Nearly 50% of our board of director seats are held by women
- Targeted talent strategies and Black and Latino Advisory Council
 - Providing equitable access and support of the career development of Black and Latino colleagues
 - 40% of student opportunities directed to BIPOC youth
- Enterprise Supplier Diversity Council and diverse business program, *BMO Elevate*
- Safe Space and Pronoun initiatives in branch, and first to launch True Name credit and debit cards reflecting chosen names, for LGBTQ+ customers
- Donations advancing health and educational equity, inclusive local economic opportunity



Employee Giving and Corporate Donation highlights

- \$53MM* in corporate donations in 2021, and \$20.8MM* in employee giving
 - More than 90 per cent employee participation in annual Employee Giving Campaign
 - Additional \$1.28MM* donated by BMO Capital Markets for BMO's Equity Through Education trading day initiative
- Investing in Inclusive Local Economic Opportunity
 - In 2019 BMO committed \$10MM to Chicago's Neighborhood Network program, through the United Way, to support the city's Invest South/West initiative which seeks to revitalize 10 high-priority neighborhoods on the city's south and west sides
 - BMO has pledged 375,000 over 5 years in support of the M7 Prosperity 2025 Campaign of Metropolitan Milwaukee Association of Commerce, WI, a regional economic development initiative with a focus on equitable jobs and opportunities.

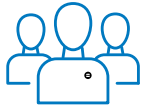


Employee Giving and Corporate Donation highlights

- Rush BMO Institute for Health Equity with the Rush University Medical Center in Chicago
 - \$10MM pledged to create the new Institute, with a mission to eliminate health inequities and help people live longer and healthier lives
 - Leverages Rush's strengths in patient care, research and education, as well as operational and philanthropic investment and community partnerships to strengthen the health and vitality of the neighborhoods Rush serves
- Additional highlights of U.S. Community Giving in 2021
 - \$1MM pledged - capital grant to fund BUILD Chicago's new youth and community hub center in the city's Austin neighborhood
 - \$1MM pledged million to Hope Chicago - a two-generation scholarship program for Chicago Public School graduates and families
 - \$1MM pledged to the Obama Foundation for the Obama Presidential Center (OPC) Construction Workforce Initiative
 - \$600,000 pledged to Boys & Girls Clubs of Greater Milwaukee, WI in support of the largest youth-serving agency in Milwaukee



Awards and recognition for diversity, equity and inclusion



2021 Bloomberg Gender-Equality index
For the sixth consecutive year, BMO earned a place on this leading global index



Six consecutive years on **Disability Equity Index's** Best Place's to Work list



Forbes Magazine named BMO Harris Bank one of the **Best Employers for Diversity** for three consecutive years



Forbes' Best Employers for Women list for 2020 and 2021



Recognized by the **Hispanic Association on Corporate Responsibility (HACR)** as part of its Corporate Inclusion Index in 2020 and 2021



Named to REFINITIV's list of the **Top 25 Most Diverse and Inclusive Companies** in 2021



Named to the inaugural **Report on Business magazine's Women Lead Here** list in 2021



Two consecutive years on the Human Rights Campaign Foundation's **Best Places to Work for LGBT Equality**



Named One of the **World's Most Ethical Companies®** by the Ethisphere Institute® for the fourth year in a row

Employee Resource Groups | Our ERGs

Our 14 Enterprise Resource Groups (ERGs) support the recruitment, engagement and retention of employees from a variety of self-identifying communities. Each our ERGs include Divisions, Chapters, and Affiliates operating within our various regions in North America.



BMO Without Barriers

BMO Without Barriers is our employee resource group committed to removing barriers and increasing access for employees and customers with both visible and non-visible disabilities. (One Chapter, Zero Affiliates, 358 total members)



BMO Black Professionals Network

BPN members can expect access to professional development sessions, volunteer events within their communities, professional partnerships, opportunities to share and celebrate Black culture and networking events. (Two Chapter, Two Affiliates, 1068 total members)



BMO Sharing Circle

Sharing Circle's mission is to act as advocates for our colleagues and communities to champion learning and understanding so that we attract and retain Indigenous employees for the growth of our business and communities. (Four Chapters, Two Affiliates, 641 total members)



BMO Pride Fierté BMO

BMO Pride is an enterprise-wide group of lesbian, gay, bisexual, transgender, queer, questioning, (LGBTQ2+) and ally employees committed to promoting an equitable and inclusive environment for all. (Eleven Chapters, One Affiliate, 1500 total members)



BMO Latino Alliance

BMO Latino Alliance is an employee-based organization to advocate and assist in the recruitment, recognition, development and advancement of Latino employees, empowering them to contribute to the success of BMO Financial Group. (Five Chapters, One Affiliate, 802 total members)

Employee Resource Groups | Our ERGs

Our 14 Enterprise Resource Groups (ERGs) support the recruitment, engagement and retention of employees from a variety of self-identifying communities. Each our ERGs include Divisions, Chapters, and Affiliates operating within our various regions in North America.



GenBMO

GENBMO champions how to attract, develop, and retain younger generations as well as fostering effective multi-generational teams, while serving as advocates for the customer segment. (Eleven Chapters, Zero Affiliates, 1488 total members)



BMO Asian Coalition of Employees

ACE's mission is to foster an environment that encourages and supports personal growth and professional advancement for Asian employees. (One Chapter, Three Affiliates, 967 total members)



BMO Alliance for Women

BMO Alliance for Women is a community of employees who champion the inclusion, connection, development, advancement, and support of women for the betterment of BMO's business, communities, and culture. (Seventeen Chapters, Two Affiliates, 2900 total members)



BMO Veteran's Advisory Council

BMO Veteran's Advisory Council (VAC) is a community of veteran's and allies who champion the transition and inclusion of veterans and their family members into our bank. (One Chapter, Zero Affiliates, 214 total members)



BMO Mosaic

Mosaic is an enterprise-wide resource group dedicated to including, connecting, developing, and supporting employees who are minorities in North America. (Two Chapters, One Affiliate, 544 total members)



Bank of the West Corporate Responsibility

Environment Sustainability ❖ Community Impact ❖ Diversity, Equity & Inclusion

ENVIRONMENTAL SUSTAINABILITY

Banks must play a role in financing sustainability

Banks finance projects that impact climate change, for good and for bad. We take our corporate responsibility seriously. That's why Bank of the West, along with our parent, BNP Paribas, has some of the most restrictive financing policies to protect our planet.




To demonstrate how serious we are about positive environmental change, the BNP Paribas Group is:

- **Accelerating its Exit from the Coal Industry** - Neither BNP Paribas nor Bank of the West has provided financing for any new coal-fired power plant or coal mine since 2017. Further, the BNP Paribas Group is one of the only international banking groups to announce exit deadlines for thermal coal by 2030 in the United States, European Union and other Organization for Economic Cooperation and Development (OECD) countries, and an exit from non-OECD countries in the BNP Paribas Group by 2040.
- **Banning Oil & Gas Financing in the Arctic National Wildlife Refuge** - In 2020, Bank of the West announced an update to its financing policies to exclude any exploration and production of oil and gas located onshore and offshore in the Arctic Circle. We are also the proud signatory of a January 2021 letter calling for federal action to stop all oil and gas activities in the Arctic National Wildlife Refuge protection.
- **Combating Deforestation in Brazil** - In 2021, BNP Paribas Group instituted a new global agriculture financing policy to help combat deforestation, particularly in Brazil, which has seen devastating impacts recently. It requires clients producing or buying beef or soybean from the Amazon and Cerrado to demonstrate progress towards traceability in beef and soy supply by 2025.
- **Increasing Financing for Clean Energy & the Environment** - BNP Paribas Group more than doubled its financing of renewable energy since 2015 with Bank of the West committing to finance \$1 billion over five years to encourage energy transition. We met this goal ahead of the five year period in 2021.

BNP Paribas Group's financing policies restrict financing in other areas we believe to be harmful to people and the planet, such as: big tobacco, fracking, shale and tar sands, palm oil production, wood pulp production, and other areas. [Learn More](#).

We're reducing our environmental footprint

The BNP Paribas Group, which includes Bank of the West, has been carbon neutral in its operations since 2017. And we're committed to staying that way through management of our greenhouse gas emissions. At Bank of the West, we continue to work on efficiency measures in our operations, workspaces, and buildings while also purchasing renewable energy certificates. BNP Paribas offsets any residual gas emissions generated during the previous year for the BNP Paribas Group as a whole.

	<p>Paper Use</p> <p>Traditionally, banking is a paper-intensive industry. We are working to reduce our paper use and move to digital options. From 2012 to 2020, Bank of the West has decreased our paper consumption by 67%. We are also working with our suppliers to primarily offer responsible or recycled paper for when digital alternatives are not an option. As of 2020, 82% of our paper was from recycled or Forest Stewardship Council-certified responsibly sourced paper.</p>	<p>Single-Use Plastic</p> <p>We're working to eliminate single-use plastic in our office kitchens and marketing supplies. With over 500 branches and offices, and almost 10,000 employees, Bank of the West can make an impact by evaluating its purchasing catalogs. We recently removed single-use plastic marketing items and are replacing single-use plastic cups, plates, and cutlery products with compostable versions.</p>
<p>Electronic Waste</p> <p>Electronic waste (e-waste) can have a large negative impact on our environment. The Environmental Protection Agency estimates that over 2.7 million tons of electronic goods are produced, but only a little more than a third are recycled. To mitigate these impacts we reduce, reuse and recycle electronic hardware whenever possible. In 2020, Bank of the West reused or recycled over 7,200 hardware products resulting in an estimated 131,600 pounds being diverted from landfills.</p>	<p>Energy Use</p> <p>We continually evaluate the energy consumptions of all of our office and branch locations to make them as efficient as possible. Bank of the West is completing a LED lighting retrofit project across our Nebraska campus to reduce electricity consumption by more than 50%, and is piloting a branch exterior lighting program which is expected to reduce electricity consumption by 60%.</p>	<p>Upcycling</p> <p>We are coating Bank of the West's advertising billboards with a 'smog-eating' coating (a nanoparticle coating that has the ability to decompose organic compounds, odors, and most airborne noxious substances). Additionally, we have begun to upcycle vinyl from billboards into backpacks for Bank employees.</p>

We're helping to sustain the health of our ecosystem with beehives

Urban Beehives - Bank of the West is repurposing unused spaces on the rooftops of our office buildings in San Francisco and Los Angeles for beehives that pollinate the flora that surrounds these urban areas. Urban beehives help to sustain the health of our ecosystem by cleaning the air, stabilizing soil quality and supporting biodiversity.

We offer products that help our customers make more sustainable choices

1% for the Planet Checking Account

Climate change is one of the most pressing issues of our time, but people don't know how they can really make a difference. So, Bank of the West launched the 1% For the Planet with Any Deposit Checking Account, a first-of-its kind checking account, that features a carbon calculator on its mobile app to estimate the carbon impact of purchases, and donates 1% of the net revenues generated from these accounts to environmental nonprofits through the 1% for the Planet organization at no cost to customers.ⁱ [Learn More.](#)



HELOC Energy Efficient Discount

We're encouraging consumers to make energy efficient upgrades to their homes. Bank of the West offers a discount to our standard Home Equity Line of Credit (HELOC), which discounts interest rates when consumers use a portion to finance eligible renewable energy improvements for their home.ⁱⁱ [Learn More.](#)

Impact Solutions

Bank of the West helps our clients activate their vision for change by integrating traditional investing with social responsibility.ⁱⁱⁱ Through our curated menu of Purpose-Driven Investments, we aim to achieve social and sustainability objectives, along with financial returns, so that clients can grow their assets while driving meaningful change. [Learn More.](#)



Our collaboration with nonprofits helps preserve our world for future generations

Bank of the West provides grant support to nonprofit organizations that address pressing environmental issues related to the ocean, clean energy, and sustainable food systems. [Learn More.](#)

GRID Alternatives

GRID Alternatives envisions a rapid, equitable transition to a world powered by renewable energy, driving economic growth in communities most impacted by under-employment, pollution, and climate change.

Ecotrust

Ecotrust works toward an equitable, prosperous, climate-smart future. They support a thriving and diverse network of farmers, food businesses, and food system leaders whose work mitigates climate change and boosts economic resilience.

Sustainable Ocean Alliance

Sustainable Ocean Alliance develops leaders, cultivates ideas, and accelerates solutions in the field of ocean health and sustainability. The Ocean Solutions Accelerator Program supports young innovators who are developing solutions to protect our oceans.

We're proud to protect our natural environments through key memberships

1% for the Planet

1% for the Planet is a global movement inspiring businesses and individuals to support environmental solutions through membership and everyday actions. It brings dollars and doers together to accelerate smart environmental giving.

Protect Our Winters

Protect Our Winters is a leading climate advocacy group for the winter sports community. They lead a community of athletes, thought pioneers, and forward-thinking business leaders to affect systemic solutions to climate change.

Protect Our Winters is a recipient of 1% of the net revenue from Bank of the West's 1% for the Planet with Any Deposit Checking account, which is donated through the 1% for the Planet organization.

The Conservation Alliance

The Conservation Alliance harnesses the collective power of business and outdoor communities to fund and advocate for the protection of North America's wild places.

COMMUNITY IMPACT

A bank *can* be a positive agent for change

Bank of the West works to make an impact in our local communities through our financing, investments, community contributions, and employee volunteerism.

We have been recognized for our “Outstanding” reinvestment in communities

In 2020, Bank of the West received an “Outstanding” rating from the FDIC for meeting the credit and community development needs of low- to moderate-income areas. [Learn More.](#)



“Using the power of finance to create a more equitable society is core to Bank of the West's efforts to advance sustainability and diversity.”

-Nandita Bakhshi, President and CEO

We give our time, expertise and dollars

On an annual basis, our Community Contributions Program provides over 350 nonprofit organizations approximately \$6 million in grants, with the majority of funds focused on supporting community development needs in low- to moderate-income communities and for small businesses. [Learn More.](#)

Volunteerism

Our employees volunteer with a wide range of nonprofits such as schools, food banks, and job training programs, among other organizations. In 2020, we provided more than 8,000 hours (both in-person and virtually) to address important causes in our communities.

Skill-Based Service

Employees share their financial and banking expertise through our community development service program. This includes employees and executives providing fiscal oversight and leadership to nonprofits by serving on their Boards of Directors.



Pro Bono Day

The Bank's Pro Bono Marathon Day with the Taproot Foundation pairs up employees to work with local nonprofits to address specific organizational challenges. Employees from the bank's leadership programs use design-thinking methodologies to develop solutions and strengthen nonprofits' capacity.

Community Ambassador

The Community Ambassador Program embeds a full time Bank employee at a nonprofit for a year. The Ambassador lends their professional expertise and banking knowledge to solve challenges and help build capacity for the host organization, while also allowing further developing their own professional skills.

We provide financing and investments to strengthen our communities



Community Development

Bank of the West provides loans and investments to support local community development. In 2020, the Bank provided \$1.87 billion to revitalize neighborhoods, enhance economic development, promote community services, and create or retain approximately 6,000 affordable housing units.

“By working closely with developers and investors, we were able to build, rehabilitate and retain quality, decent affordable housing. When we invest in our communities, everybody wins.”

-Norman A. Bliss, Senior Vice President, Community Reinvestment Group Manager

Home Ownership

We provide mortgage products, programs, and outreach to meet the needs of the communities we serve. Our Community Lending and Diverse Markets team:

- Establishes relationships with nonprofits, realtors, and other housing associations
- Accepts Down Payment Assistance Programs
- Provides First Time Homebuyer seminars and resources
- Educates customers about the Bank’s products and programs including materials aimed at meeting the needs of limited-English proficient consumers

“Homeownership and building equity in a home is critical to helping families build financial strength and create stable neighborhoods.”

-Tammy Orr, Senior Vice President, Community Lending & Diverse Markets

Small Businesses

Bank of the West was a participating lender of the Paycheck Protection Program (PPP). In March 2020, Congress passed the CARES Act (Coronavirus Aid, Relief, and Economic Security Act), which initiated the Small Business Administration (SBA)’s PPP program aimed to assist small businesses in meeting expenses and keeping employees on payroll as COVID-19 shelter-in-place orders caused shutdowns. Bank of the West quickly mobilized personnel across multiple business units to create an infrastructure for a new SBA loan program in a matter of days. [Learn More About PPP Loan Forgiveness.](#)

DIVERSITY, EQUITY & INCLUSION

Diversity isn't something we do, it's who we are

Headquartered in San Francisco, California, and led by a female CEO of color, Bank of the West has long been a driver of diversity, equity and inclusion (DEI). We proudly support programs and projects that advance DEI across the bank and in our communities.

Inclusion is part of our culture

Diversity, equity and inclusion have been practices at Bank of the West for decades—from our hiring process to broader business-driven initiatives and strategy. Our DEI Council, composed of senior leaders, integrates DEI into our practices and ensures that our strategy:

- Leverages the talents of our culturally diverse team members
- Examines unconscious bias and its potential impact on team members' productivity and teamwork
- Introduces tools and strategies that will position all team members for success



"We value a diverse and inclusive environment, where people embrace and celebrate different cultures, lifestyles, experiences and ideas. This openness makes us a more inspired and collaborative company."

—Nandita Bakhshi, President and CEO



Our CEO, Nandita Bakhshi, leads diversity by example

Among just 6% of female bank CEOs globally, Nandita Bakhshi empowers diversity from the top down. When hiring, she ensures women and diverse candidates are included in interview panels, and she is also a signatory to the #JamaisSansElles - Gender Diversity Pledge. She has advanced women into more profit and loss (P&L) roles, which has a direct and visible influence on the Bank's bottom line.

Our Resource Groups promote and leverage the diversity of our team members

For decades, our Resource Groups have celebrated employees' cultures and histories and engaged them with community organizations. The Resource Groups, which are sponsored by executive leaders, collectively contribute to our business practices and positively impact the communities we serve.



AIM: Abilities in Motion

Providing networking, education, and resources for individuals who live with or care for someone with physical, neurological, or mental health challenges.



APEX: Association for Pan-Asian Excellence

Enhancing awareness of the rich culture and heritage of each ethnic group across the Asian-Pacific diaspora, while fostering the professional and personal development of its members.



Aspire: Future Leaders

Creating a platform to educate, elevate, and engage future leaders by empowering team members to grow their professional network, be involved in their communities, and expand their leadership skills.



BOLD: Black Organization for Leadership Development

Empowering Black employees to show up as their authentic selves, while also providing opportunities for leadership, career advancement, and network-building across all BNPP territories.



¡hola!: Hispanic Resource Group

Creating opportunities for engagement, development, and visibility for Hispanic team members through partnerships and initiatives that contribute to the bank's diversity of thought, background, and talent.



MixCity: Women's Advocacy

Facilitating an inclusive environment supportive of the personal and professional growth of women through coaching, education, mentoring, and networking.



PRIDE: LGBTQA+

Engaging our LGBTQA+ employees and their allies in meaningful and relevant activities that promote equality through education, celebration of difference, and recognition of LGBTQA+ contributions to the broader society.



VETS: Veterans

Cultivating a culture that is committed to supporting, honoring, and celebrating our military service members and their families, past and present, through education and community service.



RISE: Reflecting on Immigrant Stories & Experiences

Celebrating the unique experiences and cultures of our colleagues and their families who have immigrated to a different/new country at some point in their lives

We support programs that advance diversity in our workforce and our communities

- ❖ **Ignite Program** - Ignite is an interactive career exploration program designed to develop and advance diverse talent into more senior roles at the bank. Each Ignite participant is provided with a Certified Career Coach and also an Executive Sponsor to introduce the participant to key decision makers and coordinate interviews for career advancement, where applicable.
- ❖ **Women Back to Work Returnship** - Bank of the West collaborated with Women Back to Work to launch a new “Women Back to Work Returnship.” The Returnship program encourages the return of women professionals back into the workforce after having experienced gaps in their employment. The first cohort kicked-off with a small group of “Returners” beginning their 4 month journey, with the goal of all returners converting to full-time employment with the Bank. [Learn more.](#)
- ❖ **Shecession to Shecovery** - In a “Shecession to Shecovery” panel session, senior Bank leaders discussed the personal impact of a global pandemic, and covered how the situation has affected mothers, senior-level female leaders, and women of color most drastically. Panelists shared specific actions companies and leaders can take to recover lost ground caused by the more than 2.5 million women who left the workforce in 2020 and 2021.
- ❖ **Pride** - At Bank of the West we celebrate LGBTQIA+ Pride year round. Our PRIDE Resource Group and marketing team support local Pride celebrations in communities including San Francisco, Long Beach, Merced, Denver, Omaha, Phoenix, Portland, Fargo, Sheridan, and Tulsa. Additionally, in San Francisco, the Bank is a long-time sponsor of the Frameline Film Festival, the longest-running, largest, and most widely recognized queer film exhibition event in the world.
- ❖ **Grameen America, Inc.** - We teamed up with one of the leading microfinance organizations in the United States—Grameen America. The Bank, along with BNP Paribas, invests in Grameen America’s programs in New York and California to offer micro-loans to low-income women operating over 12,000 businesses. In 2019, we became the first corporation to help Grameen launch a micro-lending branch in Fresno, California. ([Watch video](#)).
- ❖ **Milestone Makers Program** - Bank of the West is the only bank to collaborate with NASDAQ’s Entrepreneurial Center. Through this relationship, we not only support the full community with participation in their Learn-Ins, but we also sponsor women entrepreneurs in the Milestone Makers program, who have run companies ranging from Fintech to fashion.
- ❖ **Ulule Impact Crowdfunding** - Bank of the West and Ulule, an impact crowdfunding platform, are helping women entrepreneurs turn their ideas into successes. In 2019 and 2020, entrepreneurs applied for the Act for Impact program to receive business coaching. Through a series of business pitch competitions, a jury of business leaders, including Bank of the West executives listened and selected winners for a grant to help entrepreneurs achieve their dream.

“By investing in women and minority entrepreneurs, we’re advancing economic mobility and gender equality—in businesses and across our communities.”

– Michelle Di Gangi, Head of Small and Medium Enterprise Business

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- ⁱ The 1% for the Planet Checking account is the Any Deposit Checking account that donates 1% of its net revenue to environmental nonprofits through the 1% for the Planet organization.
- Net revenue is defined as all fees charged directly to the account, debit card interchange revenue, plus interest income, minus losses. Net fees is gross fees charged less reversals. Interest income is defined as the lowest end of the target Fed Funds range during the time period being assessed, multiplied by the average balance of the account and the percent of days in the year during which balances were held.
- The carbon tracking tool, which will appear in the Bank of the West Mobile app for 1% for the Planet Checking account, uses the Åland Index, a cloud-based service for carbon impact calculations, to provide a measurement of the estimated carbon impact of purchases made with the 1% for the Planet debit card. The calculation is based on the merchant code, a code that indicates the types of goods or services a company provides, and the amount of the purchase. The actual carbon impact may be higher or lower than the measurement provided. Bank of the West licenses the Åland Index through Doconomy. Bank of the West does not control or guarantee the accuracy of the information provided by the Åland Index and makes no representation or warranties regarding the service.
- ⁱⁱ Terms and Fees (11/20): Home Equity Lines of Credit (HELOCs) are subject to credit qualifications and collateral valuation. Fees, conditions and restrictions apply. Product details can be found in our Important Terms Brochure; ask for a copy. Evidence of adequate property insurance required. Rate and offer subject to change without notice.
- The HELOC Energy Efficiency Discount is subject to change at any time. Discount is 0.25% off standard rate sheet pricing for the draw period. Applicants must intend to use a draw on the HELOC to finance an eligible improvement in order to qualify for the discount. Applicants must provide – no less than 10 days prior to account opening – a written estimate satisfactory to Bank of the West from a licensed contractor to the purchase and installation of an eligible energy efficiency product. (Visit us at bankofthewest.com/solar to view our complete list.) The written estimate must be dated no earlier than 60 days prior to account opening and not expire until at least 5 days after account opening. Bank of the West reserves the right to verify the written estimate, the validity of the renewable energy improvement, and may request written certification of the applicant's intentions.
- All HELOCs feature a 10-year variable rate draw period requiring a monthly interest-only payment subject to a \$100 minimum. Annual Percentage Rate (APR) during the draw period may change as often as monthly. The draw period is followed by a fixed-rate fully-amortizing repayment period of 120, 180 or 240 months, depending on the balance at the end of the draw period. APR during the repayment period will be fixed, based on the Prime Rate in effect at the end of the draw period, plus a margin and other factors. The APR will not exceed 18.00% (13.00% APR in Oklahoma) and will not go below 3.00% regardless of your qualifying margin or applicable discounts. Fees: an annual fee up to \$75 applies subject to state law limitations; a \$100 Fixed Rate Loan Option fee may apply if conversion option is exercised or reversed. Ask a Bank of the West representative for details.
- The APR for a HELOC during the draw period is variable based on the Prime Rate as published in The Wall Street Journal, plus a margin. The Prime Rate as of March 16, 2020 is 3.25%. As of October 1, 2021, margins range from -0.810% to 5.375% with corresponding APRs ranging from 3.000% to 8.875% for lines of credit between \$15,000 and \$2,000,000 and are subject to change at any time. APR will depend on factors including property value, location, and occupancy status, creditworthiness, existing debt against the property, approved line of credit amount and your account relationships with Bank of the West.
- ⁱⁱⁱ Bank of the West Wealth Management offers products and services through Bank of the West and its various affiliates and subsidiaries.
- Gifts to The Philanthropy Fund are irrevocable gifts to "Renaissance Charitable Foundation Inc." which maintains exclusive legal control over all donor-advised funds in The Philanthropy Fund. Please indicate that you made your gift to "Renaissance Charitable Foundation Inc." for any of your tax reporting forms.
- Securities and variable annuities are offered through BancWest Investment Services, a registered broker/dealer, member FINRA/SIPC, and SEC Registered Investment Adviser. Financial Advisors are Registered Representatives of BancWest Investment Services. Fixed annuities/insurance products are offered through BancWest Insurance Agency in California, (License #0C52321) and through BancWest Investment Services, Inc. in all other states where it is licensed to do business.

This is not an offer or solicitation in any jurisdiction where we are not authorized to do business. Bank of the West and its various affiliates and subsidiaries are not tax or legal advisors.

BancWest Investment Services is a wholly owned subsidiary of Bank of the West. Bank of the West is a wholly owned subsidiary of BNP Paribas.

Bank of the West, its affiliates and subsidiaries, are separate from and not affiliated with Renaissance Charitable Foundation. The companies are not responsible for each other's policies or services.

Investment and Insurance Products:

NOT FDIC INSURED NOT BANK GUARANTEED MAY LOSE VALUE NOT A DEPOSIT NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

Additional Information on Governmental Litigation and Investigations

BMO

Office of the Privacy Commissioner of Canada Investigation—2018 Privacy Incident

- **Description:** The Office of the Privacy Commissioner (OPC) of Canada investigated a privacy incident that occurred in 2018 impacting over 110,000 customers in Canada.
- **Status:** In December 2021, the OPC released a report indicating that hackers accessed the bank's systems, but that BMO had remediated the issue by implementing adequate safeguards and that the OPC considered the issue resolved.

BOTW

U.S. Securities and Exchange Commission

- **Description:** In December 2020, BWIS entered into a settlement agreement pertaining to an SEC enforcement action relating to mutual fund share classes. During the period March 2014 through December 2016, BWIS recommended a third-party model provider that used portfolios that used mutual fund share classes that charged 12b-1 fees instead of lower-cost share classes in the same funds that were available to clients. BWIS agreed to pay a total of \$406,432, which included disgorgement, prejudgment interest, and a civil penalty, with the total deposited into an escrow account.
- **Status:** BWIS is in the process of closing the matter with the SEC.

Bank of the West Branches**Summary Chart**

Branch Type	Count
Branch - Other (12)	14
Drive-in (2)	2
Staffed Branch (1)	502
Temporary Branch - College/University (8)	1
Grand Total	519

BOTW Branch List as of 1/14/2022**Arizona (AZ)**

#¹	Branch Type	Name	Address	County
2	Staffed Branch (1)	Eagar-Springerville Branch	387 N Main Street Eagar, AZ 85925	Apache County
3	Staffed Branch (1)	Page Branch	480 North Navajo Drive Page, AZ 86040	Coconino County
4	Staffed Branch (1)	Globe Branch	101 S Broad Street Globe, AZ 85501	Gila County
5	Staffed Branch (1)	Central Heights Branch	2070 Us Highway 60 Miami, AZ 85539	Gila County
6	Staffed Branch (1)	Phoenix Branch	2555 E. Camelback Road Suite 160 Phoenix, AZ 85016	Maricopa County
7	Staffed Branch (1)	Tolleson Branch	9502 West Van Buren Street Tolleson, AZ 85353	Maricopa County
8	Staffed Branch (1)	Holbrook Branch	156 West Hopi Drive Holbrook, AZ 86025	Navajo County
9	Staffed Branch (1)	Winslow Branch	300 Williamson Avenue Winslow, AZ 86047	Navajo County
10	Staffed Branch (1)	Tucson - Main	7225 North Oracle Road Tucson, AZ 85704	Pima County
11	Staffed Branch (1)	Tucson-Creekside Branch	3175 N Swan Road Suite 101 Tucson, AZ 85712	Pima County
12	Staffed Branch (1)	Tucson Estates Branch	3041 South Kinney Road Tucson, AZ 85713	Pima County
13	Staffed Branch (1)	Marana Marketplace	3775 W. Orange Grove Road Tucson, AZ 85741	Pima County
14	Staffed Branch (1)	Sun City Branch	1171 East Rancho Vistoso Boulevard, Suite 101 Oro Valley, AZ 85755	Pima County
15	Staffed Branch (1)	Coolidge Branch	260 West Central Avenue Coolidge, AZ 85128	Pinal County
16	Staffed Branch (1)	Superior Branch	351 Main Street Superior, AZ 85173	Pinal County
17	Staffed Branch (1)	Saddlebrooke Branch	63701 East Saddlebrooke Boulevard, Suite A Tucson, AZ 85739	Pinal County

¹ N.B.: index numbers in the left column correspond to rows in the Excel exhibit and therefore run from #2 thru #520.

18	Staffed Branch (1)	Mayer Branch	13275 Central Avenue Mayer, AZ 86333	Yavapai County
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California (CA)

#	Branch Type	Name	Address	County
19	Staffed Branch (1)	Fremont Branch	5120 Mowry Avenue Fremont, CA 94538	Alameda County
20	Staffed Branch (1)	Hayward Branch	1058 B Street Hayward, CA 94541	Alameda County
21	Temporary Branch - College/University (8)	American Language Program At The CA State University East Bay Campus (Seasonal Branch) Branch	25800 Carlos Bee Boulevard Hayward, CA 94542	Alameda County
22	Staffed Branch (1)	Hayward Southland Branch	24299 Southland Drive Hayward, CA 94545	Alameda County
23	Staffed Branch (1)	Castro Valley Branch	3396 Castro Valley Boulevard Castro Valley, CA 94546	Alameda County
24	Staffed Branch (1)	Livermore Branch	2484 2nd St Livermore, CA 94550	Alameda County
25	Staffed Branch (1)	Newark Branch	35125 Newark Boulevard Newark, CA 94560	Alameda County
26	Staffed Branch (1)	Pleasanton Branch	5452 Sunol Boulevard Pleasanton, CA 94566	Alameda County
27	Staffed Branch (1)	Dublin Branch	7533 Dublin Boulevard Dublin, CA 94568	Alameda County
28	Staffed Branch (1)	San Leandro Branch	1601 Washington Avenue San Leandro, CA 94577	Alameda County
29	Staffed Branch (1)	Washington Manor Branch	15075 Farnsworth Street San Leandro, CA 94579	Alameda County
30	Staffed Branch (1)	San Lorenzo Branch	17833 Hesperian Boulevard San Lorenzo, CA 94580	Alameda County
31	Staffed Branch (1)	Union City Branch	33301 Alvarado Niles Road Union City, CA 94587	Alameda County
32	Staffed Branch (1)	Fruitvale Station Branch	3062 East 9th Street Oakland, CA 94601	Alameda County
33	Staffed Branch (1)	Lakeshore Branch	3400 Lakeshore Avenue Oakland, CA 94610	Alameda County
34	Staffed Branch (1)	Montclair Branch	2023 Mountain Boulevard Oakland, CA 94611	Alameda County
35	Staffed Branch (1)	Oakland Main Branch	2001 Broadway Oakland, CA 94612	Alameda County
36	Staffed Branch (1)	U.C. Berkeley Branch	2495 Bancroft Way Suite 138 Berkeley, CA 94704	Alameda County
37	Staffed Branch (1)	Berkeley Branch	1480 Shattuck Avenue Berkeley, CA 94709	Alameda County
38	Staffed Branch (1)	Emeryville Branch	5755 Christie Avenue Suite A Emeryville, CA 94608	Alameda County
39	Staffed Branch (1)	Chico Branch	1540 Esplanade Chico, CA 95926	Butte County
40	Staffed Branch (1)	Gridley Branch	34 East Gridley Road Gridley, CA 95948	Butte County

41	Staffed Branch (1)	Oroville Branch	2626 Oro Dam Boulevard Oroville, CA 95966	Butte County
42	Staffed Branch (1)	Antioch Branch	2507 Somersville Road Antioch, CA 94509	Contra Costa County
43	Staffed Branch (1)	Brentwood Branch	4540 Balfour Road Brentwood, CA 94513	Contra Costa County
44	Staffed Branch (1)	Concord Branch	1969 Diamond Boulevard Concord, CA 94520	Contra Costa County
45	Staffed Branch (1)	Danville Branch	307 Diablo Road Danville, CA 94526	Contra Costa County
46	Staffed Branch (1)	El Cerrito Branch	11100 San Pablo Avenue El Cerrito, CA 94530	Contra Costa County
47	Staffed Branch (1)	Lafayette Branch	3583 Mt. Diablo Boulevard Lafayette, CA 94549	Contra Costa County
48	Staffed Branch (1)	Oakley Branch	2195 Main Street, Suite D Oakley, CA 94561	Contra Costa County
49	Staffed Branch (1)	Orinda Branch	21 Moraga Way Orinda, CA 94563	Contra Costa County
50	Staffed Branch (1)	Pinole Branch	777 Tennent Avenue Pinole, CA 94564	Contra Costa County
51	Staffed Branch (1)	Pittsburg Branch	2900 Railroad Avenue Pittsburg, CA 94565	Contra Costa County
52	Staffed Branch (1)	San Ramon Branch	140 Sunset Drive San Ramon, CA 94583	Contra Costa County
53	Branch - Other (12)	Bishop Ranch 7 Branch	2527 Camino Ramon San Ramon, CA 94583	Contra Costa County
54	Branch - Other (12)	Wealth Management Group Branch	1333 North California Boulevard Walnut Creek, CA 94596	Contra Costa County
55	Staffed Branch (1)	Walnut Creek Branch	1530 N. California Boulevard Walnut Creek, CA 94596	Contra Costa County
56	Staffed Branch (1)	South Tahoe Branch	2161 Lake Tahoe Boulevard South Lake Tahoe, CA 96150	El Dorado County
57	Staffed Branch (1)	Clovis Branch	200 Shaw Avenue Clovis, CA 93612	Fresno County
58	Staffed Branch (1)	Parlier Branch	510 J Street Parlier, CA 93648	Fresno County
59	Staffed Branch (1)	Riverdale Branch	3494 Mt. Whitney Avenue Riverdale, CA 93656	Fresno County
60	Staffed Branch (1)	Sanger Branch	1321 Jensen Avenue Sanger, CA 93657	Fresno County
61	Staffed Branch (1)	Shaw-West Branch	2110 West Shaw Avenue Fresno, CA 93711	Fresno County
62	Branch - Other (12)	Fresno Agribusiness Banking Center Branch	6873 N. West Avenue Fresno, CA 93711	Fresno County
63	Staffed Branch (1)	1st And Herndon Branch	7062 North First Street Fresno, CA 93720	Fresno County
64	Staffed Branch (1)	Fresno Branch	2035 Fresno Street Fresno, CA 93721	Fresno County
65	Staffed Branch (1)	Bakersfield Branch	5201 California Avenue Bakersfield, CA 93309	Kern County
66	Staffed Branch (1)	Tehachapi Branch	758 Tucker Road Tehachapi, CA 93561	Kern County
67	Staffed Branch (1)	Corcoran Branch	1045 Whitley Avenue Corcoran, CA 93212	Kings County

68	Staffed Branch (1)	Hanford Branch	230 West Seventh Street Hanford, CA 93230	Kings County
69	Staffed Branch (1)	Clearlake Branch	15050 Olympic Drive Clearlake, CA 95422	Lake County
70	Staffed Branch (1)	Little Tokyo (Cb) Branch	123 Astronaut E S Onizuka Street, Ste 101 Los Angeles, CA 90012	Los Angeles County
71	Staffed Branch (1)	L.A. Main Branch	915 Wilshire Boulevard, Suite 100 Los Angeles, CA 90017	Los Angeles County
72	Staffed Branch (1)	City Of Commerce Branch	6055 East Washington Boulevard City Of Commerce, CA 90040	Los Angeles County
73	Staffed Branch (1)	L.A. Bunker Hill Branch	300 South Grand Avenue Los Angeles, CA 90071	Los Angeles County
74	Staffed Branch (1)	Beverly Hills Branch	9401 Wilshire Boulevard Beverly Hills, CA 90212	Los Angeles County
75	Staffed Branch (1)	Compton Branch	1701 North Long Beach Boulevard Compton, CA 90221	Los Angeles County
76	Staffed Branch (1)	Culver City Branch	8770 Washington Boulevard Suite B Culver City, CA 90232	Los Angeles County
77	Staffed Branch (1)	Downey Branch	10230 South Paramount Boulevard Downey, CA 90241	Los Angeles County
78	Staffed Branch (1)	Gardena Branch	1800 West Redondo Beach Boulevard Gardena, CA 90247	Los Angeles County
79	Staffed Branch (1)	Redondo Beach Branch	3500 Aviation Boulevard Redondo Beach, CA 90278	Los Angeles County
80	Staffed Branch (1)	South Gate Branch	12135 South Garfield Avenue South Gate, CA 90280	Los Angeles County
81	Staffed Branch (1)	Santa Monica Branch	1733 Ocean Avenue Santa Monica, CA 90401	Los Angeles County
82	Staffed Branch (1)	South Bay (Cb) Branch	19191 South Vermont Avenue Suite 150 Torrance, CA 90502	Los Angeles County
83	Staffed Branch (1)	Torrance Branch	23330 Hawthorne Boulevard Torrance, CA 90505	Los Angeles County
84	Staffed Branch (1)	La Mirada Branch	12709 Valley View Avenue La Mirada, CA 90638	Los Angeles County
85	Staffed Branch (1)	Pico Rivera Branch	9075 Whittier Boulevard Pico Rivera, CA 90660	Los Angeles County
86	Staffed Branch (1)	Santa Fe Springs Branch	11955 East Slauson Avenue Santa Fe Springs, CA 90670	Los Angeles County
87	Staffed Branch (1)	Cerritos Branch	17303 Carmenita Road Cerritos, CA 90703	Los Angeles County
88	Staffed Branch (1)	Lakewood Branch	5240 Clark Avenue Lakewood, CA 90712	Los Angeles County
89	Staffed Branch (1)	Long Beach City Place Branch	496 Long Beach Boulevard Long Beach, CA 90802	Los Angeles County
90	Staffed Branch (1)	Arcadia Branch	1155 W Huntington Dr Arcadia, CA 91007	Los Angeles County
91	Staffed Branch (1)	Sierra Madre Branch	100 West Sierra Madre Boulevard Sierra Madre, CA 91024	Los Angeles County
92	Staffed Branch (1)	South Pasadena Branch	1833 North Atlantic Boulevard South Pasadena, CA 91030	Los Angeles County
93	Staffed Branch (1)	Pasadena Main Branch	587 East Colorado Boulevard Pasadena, CA 91101	Los Angeles County
94	Staffed Branch (1)	Pasadena East Branch	2500 East Colorado Boulevard Pasadena, CA 91107	Los Angeles County

95	Staffed Branch (1)	San Marino Branch	2395 Huntington Drive San Marino, CA 91108	Los Angeles County
96	Staffed Branch (1)	Glendale Branch	400 North Glendale Avenue Glendale, CA 91206	Los Angeles County
97	Staffed Branch (1)	Chatsworth Branch	20516 Devonshire Street Chatsworth, CA 91311	Los Angeles County
98	Staffed Branch (1)	Northridge Branch	16900 Nordhoff Street Northridge, CA 91343	Los Angeles County
99	Staffed Branch (1)	Valencia Branch	27011 Mcbean Parkway,suite 101 Valencia, CA 91355	Los Angeles County
100	Staffed Branch (1)	Woodland Hills Branch	19858 Ventura Boulevard Woodland Hills, CA 91364	Los Angeles County
101	Staffed Branch (1)	Sherman Oaks Branch	15165 Ventura Boulevard Sherman Oaks, CA 91403	Los Angeles County
102	Staffed Branch (1)	Encino Branch	16027 Ventura Boulevard Suite 100 Encino, CA 91436	Los Angeles County
103	Staffed Branch (1)	Burbank Branch	100 S. San Fernando Boulevard Burbank, CA 91502	Los Angeles County
104	Staffed Branch (1)	Toluca Lake Branch	3808 W. Riverside Drive Burbank, CA 91505	Los Angeles County
105	Staffed Branch (1)	Baldwin Park Branch	14220 Ramona Boulevard Baldwin Park, CA 91706	Los Angeles County
106	Staffed Branch (1)	Covina Branch	770 South Citrus Avenue Covina, CA 91723	Los Angeles County
107	Staffed Branch (1)	Crossroads	13300 Crossroads Parkway N Suite 120 City Of Industry, CA 91746	Los Angeles County
108	Staffed Branch (1)	Rowland Heights Branch	19005 Colima Road Rowland Heights, CA 91748	Los Angeles County
109	Staffed Branch (1)	Monterey Park Branch	331 North Atlantic Boulevard Suite 101 Monterey Park, CA 91754	Los Angeles County
110	Staffed Branch (1)	Rosemead Branch	9000 East Valley Boulevard Rosemead, CA 91770	Los Angeles County
111	Staffed Branch (1)	San Dimas	614 N Lone Hill Avenue San Dimas, CA 91773	Los Angeles County
112	Staffed Branch (1)	West Covina Branch	401 South Glendora Avenue West Covina, CA 91790	Los Angeles County
113	Staffed Branch (1)	Alhambra Branch	2 South Garfield Avenue Suite 110 Alhambra, CA 91801	Los Angeles County
114	Staffed Branch (1)	Ninth And Valley Branch	855 West Valley Boulevard Alhambra, CA 91803	Los Angeles County
115	Staffed Branch (1)	Larkspur Branch	494 Magnolia Ave Larkspur, CA 94939	Marin County
116	Staffed Branch (1)	Novato Branch	1313 Grant Avenue Novato, CA 94945	Marin County
117	Staffed Branch (1)	Monterey - Del Monte Branch	1050 Del Monte Center Monterey, CA 93940	Monterey County
118	Staffed Branch (1)	Calistoga Branch	1317 Lincoln Avenue Calistoga, CA 94515	Napa County
119	Staffed Branch (1)	Napa Branch	3300 Jefferson Street Napa, CA 94558	Napa County
120	Staffed Branch (1)	St. Helena Branch	1451 Main Street St. Helena, CA 94574	Napa County
121	Staffed Branch (1)	Grass Valley Branch	460 Brunswick Road Grass Valley, CA 95945	Nevada County

122	Staffed Branch (1)	Truckee Branch	11202 Donner Pass Road Truckee, CA 96161	Nevada County
123	Staffed Branch (1)	La Habra Branch	1330 S. Beach Boulevard, Suite A La Habra, CA 90631	Orange County
124	Staffed Branch (1)	Stanton Branch	11051 Beach Boulevard Stanton, CA 90680	Orange County
125	Staffed Branch (1)	Central Irvine Branch	14477 Culver Drive Irvine, CA 92604	Orange County
126	Staffed Branch (1)	Irvine Branch	18022 Culver Drive Irvine, CA 92612	Orange County
127	Staffed Branch (1)	South Huntington Beach Branch	19006 Brookhurst Street Huntington Beach, CA 92646	Orange County
128	Staffed Branch (1)	Huntington Beach Branch	6881 Warner Avenue Huntington Beach, CA 92647	Orange County
129	Staffed Branch (1)	Newport Beach Branch	4400 Macarthur Boulevard Suite 100 Newport Beach, CA 92660	Orange County
130	Staffed Branch (1)	San Clemente Branch	641 Camino De Los Mares Suite C130 San Clemente, CA 92673	Orange County
131	Staffed Branch (1)	Westminster Branch	7751 Westminster Blvd Westminster, CA 92683	Orange County
132	Staffed Branch (1)	Mission Viejo Branch	26941 Crown Valley Parkway Mission Viejo, CA 92691	Orange County
133	Staffed Branch (1)	South Coast Branch	3931 South Bristol Street Santa Ana, CA 92704	Orange County
134	Staffed Branch (1)	Santa Ana Branch	103 East Memory Lane Santa Ana, CA 92705	Orange County
135	Staffed Branch (1)	Tustin Branch	701 East First Street Tustin, CA 92780	Orange County
136	Staffed Branch (1)	Anaheim Branch	619 South Brookhurst Avenue Anaheim, CA 92804	Orange County
137	Staffed Branch (1)	Anaheim Hills Branch	4501 East La Palma Avenue Anaheim, CA 92807	Orange County
138	Staffed Branch (1)	Brea Branch	311 South State College Boulevard Brea, CA 92821	Orange County
139	Staffed Branch (1)	Fullerton Branch	3021 Yorba Linda Boulevard Fullerton, CA 92831	Orange County
140	Staffed Branch (1)	Garden Grove Branch	12976 Main Street Garden Grove, CA 92840	Orange County
141	Staffed Branch (1)	Auburn Branch	13422 Lincoln Way Auburn, CA 95603	Placer County
142	Staffed Branch (1)	Roseville Branch	1112 Galleria Boulevard, Suite 170 Roseville, CA 95678	Placer County
143	Staffed Branch (1)	Kings Beach Branch	200 Bear Street Kings Beach, CA 96143	Placer County
144	Staffed Branch (1)	Tahoe City Branch	150 West Lake Boulevard Tahoe City, CA 96145	Placer County
145	Staffed Branch (1)	Indian Wells	74989 Highway 111 Indian Wells, CA 92210	Riverside County
146	Staffed Branch (1)	Carmichael Branch	4001 Manzanita Avenue Carmichael, CA 95608	Sacramento County
147	Staffed Branch (1)	Citrus Heights Branch	7381 Greenback Lane Citrus Heights, CA 95621	Sacramento County
148	Staffed Branch (1)	Elk Grove Branch	8426 Elk Grove Florin Road Elk Grove, CA 95624	Sacramento County

149	Staffed Branch (1)	Folsom Branch	1000 East Bidwell Street Folsom, CA 95630	Sacramento County
150	Staffed Branch (1)	Sacramento Main Branch	500 Capital Mall, Suite 100 Sacramento, CA 95814	Sacramento County
151	Staffed Branch (1)	Sacramento Arden Branch	1651 Response Road Sacramento, CA 95815	Sacramento County
152	Staffed Branch (1)	Country Club Branch	3509 El Camino Avenue Sacramento, CA 95821	Sacramento County
153	Staffed Branch (1)	Loehmann's Plaza Branch	2581 Fair Oaks Boulevard Sacramento, CA 95825	Sacramento County
154	Staffed Branch (1)	Chino Branch	12545 Central Avenue Chino, CA 91710	San Bernardino County
155	Branch - Other (12)	Chino Wealth Management Branch Office	5370 Jefferson Avenue Chino, CA 91710	San Bernardino County
156	Staffed Branch (1)	Rancho Cucamonga Branch	8311 Haven Avenue Suite 100 Rancho Cucamonga, CA 91730	San Bernardino County
157	Staffed Branch (1)	Grossmont Center Branch	8690 Center Drive La Mesa, CA 91942	San Diego County
158	Staffed Branch (1)	Casa De Oro Branch	9832 Campo Road Spring Valley, CA 91977	San Diego County
159	Staffed Branch (1)	El Cajon Branch	1234 East Main Street El Cajon, CA 92021	San Diego County
160	Staffed Branch (1)	La Jolla Branch	4180 La Jolla Village Drive Suite 150 La Jolla, CA 92037	San Diego County
161	Staffed Branch (1)	San Diego Main Branch	701 B Street San Diego, CA 92101	San Diego County
162	Staffed Branch (1)	San Francisco Transbay Branch	301 Mission Street San Francisco, CA 94105	San Francisco City & County
163	Staffed Branch (1)	Castro District Branch	2299 Market Street San Francisco, CA 94114	San Francisco City & County
164	Staffed Branch (1)	Bank Of The West (Sf Main)	180 Montgomery Street San Francisco, CA 94104	San Francisco County
165	Staffed Branch (1)	S.F. Mission Branch	2812 Mission Street San Francisco, CA 94110	San Francisco County
166	Staffed Branch (1)	Montgomery Street Branch	505 Montgomery Street San Francisco, CA 94111	San Francisco County
167	Staffed Branch (1)	Clement Street Branch	801 Clement Street San Francisco, CA 94118	San Francisco County
168	Staffed Branch (1)	Lakeside Branch	2606 Ocean Avenue San Francisco, CA 94132	San Francisco County
169	Staffed Branch (1)	North Beach Branch	480 Columbus Avenue San Francisco, CA 94133	San Francisco County
170	Staffed Branch (1)	Portola Branch	2675 San Bruno Avenue San Francisco, CA 94134	San Francisco County
171	Staffed Branch (1)	Stockton Main Branch	540 N El Dorado Street Stockton, CA 95202	San Joaquin County
172	Staffed Branch (1)	Wilson Way	560 N Wilson Way Stockton, CA 95205	San Joaquin County
173	Staffed Branch (1)	Pershing Branch	5555 North Pershing Avenue Stockton, CA 95207	San Joaquin County
174	Staffed Branch (1)	Hammer Branch	1440 East Hammer Lane Stockton, CA 95210	San Joaquin County
175	Staffed Branch (1)	Brookside Branch	3255 West March Lane, Suite 100 Stockton, CA 95219	San Joaquin County

176	Staffed Branch (1)	Lockeford Branch	13299 East Highway 88 Lockeford, CA 95237	San Joaquin County
177	Staffed Branch (1)	Lodi Branch	229 South Church Street Lodi, CA 95240	San Joaquin County
178	Staffed Branch (1)	Escalon Branch	1633 First Street Escalon, CA 95320	San Joaquin County
179	Staffed Branch (1)	Manteca Branch	150 Commerce Avenue Manteca, CA 95336	San Joaquin County
180	Staffed Branch (1)	Ripon Branch	411 West Main Street Ripon, CA 95366	San Joaquin County
181	Staffed Branch (1)	Tracy Branch	810 West Schulte Road Tracy, CA 95376	San Joaquin County
182	Staffed Branch (1)	Burlingame Branch	149 Park Road Burlingame, CA 94010	San Mateo County
183	Staffed Branch (1)	Westlake Branch	239 Westlake Center Daly City, CA 94015	San Mateo County
184	Staffed Branch (1)	Serramonte Branch	321 Gellert Blvd Daly City, CA 94015	San Mateo County
185	Staffed Branch (1)	Menlo Park Branch	701 Santa Cruz Avenue Menlo Park, CA 94025	San Mateo County
186	Staffed Branch (1)	Redwood City Branch	900 Veterans Boulevard Suite 100 Redwood City, CA 94063	San Mateo County
187	Staffed Branch (1)	South San Francisco Branch	2288 Westborough Boulevard Suite 107 South San Francisco, CA 94080	San Mateo County
188	Staffed Branch (1)	San Mateo Branch	195 East 4th Avenue San Mateo, CA 94401	San Mateo County
189	Staffed Branch (1)	Santa Barbara North Branch	3780 State Street Santa Barbara, CA 93105	Santa Barbara County
190	Staffed Branch (1)	Los Altos Branch	176 Main Street Los Altos, CA 94022	Santa Clara County
191	Staffed Branch (1)	Mountain View Branch	501 Castro Street Mountain View, CA 94041	Santa Clara County
192	Staffed Branch (1)	Sunnyvale Branch	380 South Mathilda Avenue Sunnyvale, CA 94086	Santa Clara County
193	Staffed Branch (1)	Tasman Branch	615 Tasman Drive Sunnyvale, CA 94089	Santa Clara County
194	Branch - Other (12)	Palo Alto Wealth Management Branch	531 Cowper Street Palo Alto, CA 94301	Santa Clara County
195	Staffed Branch (1)	Palo Alto Branch	414 S. California Avenue Palo Alto, CA 94306	Santa Clara County
196	Staffed Branch (1)	Campbell Branch	2395 Winchester Boulevard Campbell, CA 95008	Santa Clara County
197	Staffed Branch (1)	Cupertino Branch	11111 N. Wolfe Rd. Suite A Cupertino, CA 95014	Santa Clara County
198	Staffed Branch (1)	Gilroy Branch	7865 Monterey Street Gilroy, CA 95020	Santa Clara County
199	Staffed Branch (1)	Los Gatos Branch	308 North Santa Cruz Avenue Los Gatos, CA 95030	Santa Clara County
200	Staffed Branch (1)	Milpitas Branch	1360 East Calaveras Blvd Milpitas, CA 95035	Santa Clara County
201	Staffed Branch (1)	Morgan Hill Branch	206 Tennant Station Morgan Hill, CA 95037	Santa Clara County
202	Staffed Branch (1)	Santa Clara Branch	1705 El Camino Real Santa Clara, CA 95050	Santa Clara County

203	Staffed Branch (1)	Saratoga Branch	18860 Cox Avenue Saratoga, CA 95070	Santa Clara County
204	Staffed Branch (1)	Sun Garden Branch	1566 Monterey Highway San Jose, CA 95110	Santa Clara County
205	Staffed Branch (1)	Civic Center Branch	890 North First Street San Jose, CA 95112	Santa Clara County
206	Staffed Branch (1)	San Jose Main Branch	77 N. Almaden Avenue San Jose, CA 95113	Santa Clara County
207	Staffed Branch (1)	Santa Teresa-Cottle Branch	6213 Santa Teresa Boulevard San Jose, CA 95119	Santa Clara County
208	Staffed Branch (1)	Oakridge Branch	908 Blossom Hill Road San Jose, CA 95123	Santa Clara County
209	Staffed Branch (1)	Cambrian Branch	14948 Camden Avenue San Jose, CA 95124	Santa Clara County
210	Staffed Branch (1)	Hamilton-Meridian Branch	1590 Hamilton Avenue San Jose, CA 95125	Santa Clara County
211	Staffed Branch (1)	Mckee-White Branch	3081 Mckee Road San Jose, CA 95127	Santa Clara County
212	Staffed Branch (1)	Stevens Creek Branch	2910 Stevens Creek Boulevard San Jose, CA 95128	Santa Clara County
213	Staffed Branch (1)	Bollinger Road Branch	965 South De Anza Boulevard San Jose, CA 95129	Santa Clara County
214	Staffed Branch (1)	Capitola Branch	3820 Capitola Road Capitola, CA 95010	Santa Cruz County
215	Staffed Branch (1)	Santa Cruz Branch	1551 Pacific Avenue Santa Cruz, CA 95060	Santa Cruz County
216	Staffed Branch (1)	Benicia Branch	1001 First Street Benicia, CA 94510	Solano County
217	Staffed Branch (1)	Fairfield Branch	1300 Oliver Road Fairfield, CA 94534	Solano County
218	Staffed Branch (1)	Vallejo Branch	4300 Sonoma Boulevard Suite 300 Vallejo, CA 94589	Solano County
219	Staffed Branch (1)	Vacaville Branch	330 Davis Street Vacaville, CA 95688	Solano County
220	Staffed Branch (1)	Rohnert Park Branch	6301 State Farm Drive Rohnert Park, CA 94928	Sonoma County
221	Staffed Branch (1)	Petaluma Main Branch	20 Petaluma Boulevard South Petaluma, CA 94952	Sonoma County
222	Staffed Branch (1)	Coddington Branch	260 Coddington Mall Santa Rosa, CA 95401	Sonoma County
223	Staffed Branch (1)	Santa Rosa Branch	2801 Fourth Street Santa Rosa, CA 95405	Sonoma County
224	Staffed Branch (1)	Forestville Branch	6661 Front Street Forestville, CA 95436	Sonoma County
225	Staffed Branch (1)	Healdsburg Branch	450 Center Street Healdsburg, CA 95448	Sonoma County
226	Staffed Branch (1)	Sebastopol Branch	100 South Main Street Sebastopol, CA 95472	Sonoma County
227	Staffed Branch (1)	Sonoma Branch	201 West Napa Street Sonoma, CA 95476	Sonoma County
228	Staffed Branch (1)	Ceres Branch	2501 East Whitmore Avenue Ceres, CA 95307	Stanislaus County
229	Staffed Branch (1)	Hughson Branch	6800 Hughson Avenue Hughson, CA 95326	Stanislaus County

230	Staffed Branch (1)	Modesto Main Branch	901 H Street Modesto, CA 95354	Stanislaus County
231	Staffed Branch (1)	Eastridge Branch	1401 Oakdale Road Modesto, CA 95355	Stanislaus County
232	Staffed Branch (1)	Modesto Mchenry Branch	3600 Mchenry Avenue Modesto, CA 95356	Stanislaus County
233	Staffed Branch (1)	Pelandale Branch	3801 Pelandale Avenue, Suite C Modesto, CA 95356	Stanislaus County
234	Staffed Branch (1)	Newman Branch	945 Fresno Street Newman, CA 95360	Stanislaus County
235	Staffed Branch (1)	Oakdale Branch	134 Maag Avenue Oakdale, CA 95361	Stanislaus County
236	Staffed Branch (1)	Patterson Branch	5 Plaza Circle Patterson, CA 95363	Stanislaus County
237	Staffed Branch (1)	Turlock Branch	2101 Fulkerth Road Turlock, CA 95380	Stanislaus County
238	Staffed Branch (1)	Waterford Branch	12710 Bentley Street Waterford, CA 95386	Stanislaus County
239	Staffed Branch (1)	Tulare Branch	333 East Tulare Avenue Tulare, CA 93274	Tulare County
240	Staffed Branch (1)	Visalia Branch	2301 South Mooney Boulevard Visalia, CA 93277	Tulare County
241	Staffed Branch (1)	Dinuba Branch	345 East Tulare Street Dinuba, CA 93618	Tulare County
242	Staffed Branch (1)	Orosi Branch	12790 Avenue 416 Orosi, CA 93647	Tulare County
243	Staffed Branch (1)	Thousand Oaks Branch	180 North Moorpark Road Thousand Oaks, CA 91360	Ventura County
244	Staffed Branch (1)	Oxnard Branch	371 West Esplanade Drive Oxnard, CA 93036	Ventura County
245	Staffed Branch (1)	Woodland Branch	186 Main Street Woodland, CA 95695	Yolo County

Colorado (CO)

#	Branch Type	Name	Address	County
246	Staffed Branch (1)	Aurora Branch	10401 East Colfax Avenue Aurora, CO 80010	Adams County
247	Staffed Branch (1)	Commerce City Branch	7326 Magnolia Street Commerce City, CO 80022	Adams County
248	Staffed Branch (1)	Westminster - Sheridan Branch	9150 Sheridan Blvd Westminster, CO 80031	Adams County
249	Staffed Branch (1)	Thornton Branch	12000 North Washington Thornton, CO 80241	Adams County
250	Staffed Branch (1)	Thornton Plaza	12080 Colorado Boulevard Thornton, CO 80241	Adams County
251	Staffed Branch (1)	Northglenn	10393 N. Huron St Northglenn, CO 80260	Adams County
252	Staffed Branch (1)	Brighton Branch	1795 East Bridge Street Brighton, CO 80601	Adams County
253	Staffed Branch (1)	Aurora Town Center	700 S. Abilene St Aurora, CO 80012	Arapahoe County
254	Staffed Branch (1)	Havana Gardens	1389 S Havana St Aurora, CO 80012	Arapahoe County

255	Staffed Branch (1)	Heather Gardens Branch	13781 East Yale Avenue Aurora, CO 80014	Arapahoe County
256	Staffed Branch (1)	Smoky Hill Branch	16778 East Smoky Hill Road Centennial, CO 80015	Arapahoe County
257	Staffed Branch (1)	Greenwood Village	6050 South Holly St Englewood, CO 80111	Arapahoe County
258	Staffed Branch (1)	Park Meadows Branch	9335 East County Line Road Centennial, CO 80112	Arapahoe County
259	Staffed Branch (1)	Arapahoe Plaza	7310 East Arapahoe Road Englewood, CO 80112	Arapahoe County
260	Staffed Branch (1)	Englewood - Broadway	4301 S Broadway Englewood, CO 80113	Arapahoe County
261	Staffed Branch (1)	Southglenn	2200 E Arapahoe Road Centennial, CO 80122	Arapahoe County
262	Staffed Branch (1)	Louisville North	865 South Boulder Road Louisville, CO 80027	Boulder County
263	Staffed Branch (1)	Superior Center Drive	400 Center Drive Superior, CO 80027	Boulder County
264	Staffed Branch (1)	Boulder-Arapahoe Branch	3800 Arapahoe Avenue Boulder, CO 80303	Boulder County
265	Staffed Branch (1)	Longmont - Hover Branch	1610 Hover Street Longmont, CO 80501	Boulder County
266	Staffed Branch (1)	Longmont	700 5th Avenue Longmont, CO 80501	Boulder County
267	Staffed Branch (1)	Lyons Branch	303 Main Street Lyons, CO 80540	Boulder County
268	Staffed Branch (1)	Niwot Branch	97 2nd Avenue Niwot, CO 80544	Boulder County
269	Staffed Branch (1)	Broomfield Branch	1000 East 1st Avenue Broomfield, CO 80020	Broomfield County
270	Staffed Branch (1)	Salida Branch	146 G Street Salida, CO 81201	Chaffee County
271	Staffed Branch (1)	Delta Branch	402 Main Street Delta, CO 81416	Delta County
272	Staffed Branch (1)	Central Park Branch	2970 Quebec St Denver, CO 80207	Denver City and County
273	Staffed Branch (1)	Denver North Branch	1965 W 38th Avenue Denver, CO 80211	Denver City and County
274	Branch - Other (12)	Denver Headquarters Branch	600 17th Street Denver, CO 80202	Denver County
275	Staffed Branch (1)	Cherry Creek	2 Steele Street Denver, CO 80206	Denver County
276	Staffed Branch (1)	Denver South Branch	2050 S Downing St Denver, CO 80210	Denver County
277	Staffed Branch (1)	University Hills Branch	2720 S. Colorado Boulevard #700 Denver, CO 80222	Denver County
278	Staffed Branch (1)	Bear Valley	3102 S. Sheridan Blvd Suite 700 Denver, CO 80227	Denver County
279	Staffed Branch (1)	Tamarac Square	7995 E. Hampden Ave Denver, CO 80231	Denver County
280	Staffed Branch (1)	Denver-Downtown	621 17th Street, #103 Denver, CO 80293	Denver County
281	Staffed Branch (1)	Lone Tree Branch	9630 Heritage Hills Circle Lone Tree, CO 80124	Douglas County

282	Staffed Branch (1)	Highlands Ranch West Branch	9285 S. Broadway Highlands Ranch, CO 80129	Douglas County
283	Staffed Branch (1)	Parker Flat Acres	11451 South Twenty Mile Road Parker, CO 80134	Douglas County
284	Staffed Branch (1)	Elizabeth Branch	770 East Kiowa Avenue Elizabeth, CO 80107	Elbert County
285	Staffed Branch (1)	Fraser Branch	701 South Zerex Street Fraser, CO 80442	Grand County
286	Staffed Branch (1)	Kremmling Branch	108 2nd St Kremmling, CO 80459	Grand County
287	Staffed Branch (1)	Crested Butte Branch	405 6th Street Crested Butte, CO 81224	Gunnison County
288	Staffed Branch (1)	Gunnison Branch	201 North Main Street Gunnison, CO 81230	Gunnison County
289	Staffed Branch (1)	Arvada - Carr	5805 Carr Street Arvada, CO 80004	Jefferson County
290	Staffed Branch (1)	Arvada - West	12880 West 64th Avenue Arvada, CO 80004	Jefferson County
291	Staffed Branch (1)	Southwest Plaza	9111 W. Bowles Avenue Littleton, CO 80123	Jefferson County
292	Staffed Branch (1)	Jefferson Market Place Branch	8184 South Kipling Parkway Littleton, CO 80127	Jefferson County
293	Staffed Branch (1)	Columbine Branch	6775 West Ken Caryl Ave Littleton, CO 80128	Jefferson County
294	Staffed Branch (1)	Westland	10425 West Colfax Avenue Lakewood, CO 80215	Jefferson County
295	Staffed Branch (1)	Lakewood Wadsworth	215 South Wadsworth Boulevard Lakewood, CO 80226	Jefferson County
296	Staffed Branch (1)	Golden Branch	701 13th Street Golden, CO 80401	Jefferson County
297	Staffed Branch (1)	Conifer Branch	25657 Conifer Road Conifer, CO 80433	Jefferson County
298	Staffed Branch (1)	Evergreen Branch	3779 Evergreen Pkwy Evergreen, CO 80439	Jefferson County
299	Staffed Branch (1)	Evergreen North	953 Swede Gulch Road Evergreen, CO 80439	Jefferson County
300	Staffed Branch (1)	Burlington Branch	502 14th Street Burlington, CO 80807	Kit Carson County
301	Staffed Branch (1)	Berthoud Branch	415 Mountain Ave Berthoud, CO 80513	Larimer County
302	Staffed Branch (1)	Fort Collins - Horsetooth Branch	1075 West Horsetooth Road Fort Collins, CO 80526	Larimer County
303	Staffed Branch (1)	Loveland	303 E 6th St Loveland, CO 80537	Larimer County
304	Staffed Branch (1)	Trinidad Branch	213 North Commercial Street Trinidad, CO 81082	Las Animas County
305	Staffed Branch (1)	Sterling Branch	130 North Third Street Sterling, CO 80751	Logan County
306	Staffed Branch (1)	Grand Junction Branch	1211 North 7th Street Grand Junction, CO 81501	Mesa County
307	Staffed Branch (1)	Grand Junction Clifton Branch	3201 F Road Clifton, CO 81520	Mesa County
308	Staffed Branch (1)	Fruita Branch	141 North Park Square Fruita, CO 81521	Mesa County

309	Staffed Branch (1)	Montrose	1105 S. Townsend Ave. Montrose, CO 81401	Montrose County
310	Staffed Branch (1)	Fort Morgan Branch	120 East Kiowa Avenue Fort Morgan, CO 80701	Morgan County
311	Staffed Branch (1)	Holyoke Branch	125 South Baxter Holyoke, CO 80734	Phillips County
312	Staffed Branch (1)	Steamboat Springs Branch	555 Lincoln Avenue Steamboat Springs, CO 80487	Routt County
313	Staffed Branch (1)	Breckenridge Branch	106 North French Street Breckenridge, CO 80424	Summit County
314	Staffed Branch (1)	Frisco Branch	1000 North Summit Boulevard Frisco, CO 80443	Summit County
315	Staffed Branch (1)	Greeley-10th Branch	4290 West 10th Street Greeley, CO 80634	Weld County

Iowa (IA)

#	Branch Type	Name	Address	County
316	Staffed Branch (1)	Boone Branch	717 Eighth Street Boone, IA 50036	Boone County
317	Staffed Branch (1)	Carroll	109 East 7th Street Carroll, IA 51401	Carroll County
318	Staffed Branch (1)	Jordan Creek	7465 Ashworth Rd West Des Moines, IA 50266	Dallas County
319	Staffed Branch (1)	Hickman Branch	2199 Nw 159th Street Clive, IA 50325	Dallas County
320	Staffed Branch (1)	Bloomfield	105 North Washington Street Bloomfield, IA 52537	Davis County
321	Staffed Branch (1)	Lamoni	108 East Main Street Lamoni, IA 50140	Decatur County
322	Staffed Branch (1)	Woodbine	425 Walker Street Woodbine, IA 51579	Harrison County
323	Staffed Branch (1)	Coralville Branch	800 22nd Avenue Coralville, IA 52241	Johnson County
324	Staffed Branch (1)	Marion	770 Seventh Avenue Marion, IA 52302	Linn County
325	Staffed Branch (1)	Cedar Rapids - Downtown	700 1st Avenue, N.E. Cedar Rapids, IA 52401	Linn County
326	Staffed Branch (1)	Cedar Rapids - North River Village	5000 Edgewood Road, Ne Cedar Rapids, IA 52411	Linn County
327	Staffed Branch (1)	Ankeny Branch	411 North Ankeny Boulevard Ankeny, IA 50023	Polk County
328	Staffed Branch (1)	Johnston	5721 Merle Hay Road, Suite 10 Johnston, IA 50131	Polk County
329	Staffed Branch (1)	Hubbell Branch	2596 Hubbell Avenue Des Moines, IA 50317	Polk County
330	Staffed Branch (1)	Southdale Branch	4910 Southeast 14th Street Des Moines, IA 50320	Polk County
331	Staffed Branch (1)	Urbandale	8300 Douglas Ave Urbandale, IA 50322	Polk County
332	Staffed Branch (1)	Clive Branch	1070 73rd St Clive, IA 50324	Polk County
333	Staffed Branch (1)	Ames	525 Main Street Ames, IA 50010	Story County

334	Staffed Branch (1)	Indianola	211 E. Boston Avenue Indianola, IA 50125	Warren County
335	Drive-in (2)	Decorah Drive Up Branch	405 Heivly Street Decorah, IA 52101	Winneshiek County
336	Staffed Branch (1)	Decorah Branch	120 West Water Street Decorah, IA 52101	Winneshiek County

Idaho (ID)

#	Branch Type	Name	Address	County
337	Staffed Branch (1)	Meridian Branch	1630 S Wells Avenue Meridian, ID 83642	Ada County
338	Staffed Branch (1)	Emerald - Boise Branch	9140 West Emerald Suite 100 Boise, ID 83704	Ada County
339	Staffed Branch (1)	Ketchum Branch	600 Sun Valley Road Ketchum, ID 83340	Blaine County
340	Staffed Branch (1)	Nampa Branch	1313 Caldwell Boulevard Nampa, ID 83651	Canyon County

Kansas (KS)

#	Branch Type	Name	Address	County
341	Staffed Branch (1)	Great Bend	1200 Kansas Avenue Great Bend, KS 67530	Barton County
342	Staffed Branch (1)	Augusta	1420 Ohio St Augusta, KS 67010	Butler County
343	Staffed Branch (1)	Winfield	1113 Main St Winfield, KS 67156	Cowley County
344	Staffed Branch (1)	Garden City	1301 East Kansas Avenue Garden City, KS 67846	Finney County
345	Staffed Branch (1)	Dodge City	400 West Front View Road Dodge City, KS 67801	Ford County
346	Staffed Branch (1)	Ottawa	700 South Main Ottawa, KS 66067	Franklin County
347	Staffed Branch (1)	Newton	100 W 12th St Newton, KS 67114	Harvey County
348	Staffed Branch (1)	Mission	6263 Nall Ave Mission, KS 66202	Johnson County
349	Branch - Other (12)	Overland Park Wealth Management Office	7101 College Boulevard Overland Park, KS 66210	Johnson County
350	Staffed Branch (1)	Overland Park - 94th	9400 Antioch Road Overland Park, KS 66212	Johnson County
351	Staffed Branch (1)	Overland Park South Branch	12080 Blue Valley Parkway Overland Park, KS 66213	Johnson County
352	Staffed Branch (1)	Larned Branch	324 W 14th St Larned, KS 67550	Pawnee County
353	Staffed Branch (1)	Hutchinson	829 East 30th Ave Hutchinson, KS 67502	Reno County
354	Staffed Branch (1)	Derby Branch	300 North Rock Road Derby, KS 67037	Sedgwick County
355	Staffed Branch (1)	Wichita - Downtown	255 N Main St Wichita, KS 67202	Sedgwick County

356	Staffed Branch (1)	Wichita - Nw	2123 North Maize Road Wichita, KS 67212	Sedgwick County
357	Staffed Branch (1)	Wichita - Ne Branch	3055 North Rock Road Wichita, KS 67226	Sedgwick County

Minnesota (MN)

#	Branch Type	Name	Address	County
358	Staffed Branch (1)	Ramsey Branch	14125 St. Francis Boulevard Ramsey, MN 55303	Anoka County
359	Staffed Branch (1)	Blaine Branch	10930 Club West Parkway Blaine, MN 55449	Anoka County
360	Staffed Branch (1)	Windom Branch	203 Tenth Street Windom, MN 56101	Cottonwood County
361	Staffed Branch (1)	Mabel Branch	101 East Newburg Street Mabel, MN 55954	Fillmore County
362	Staffed Branch (1)	Elbow Lake Branch	14 Central Ave S Elbow Lake, MN 56531	Grant County
363	Branch - Other (12)	Commercial Banking Group - Minneapolis	250 Marquette Avenue, Suite 575 Minneapolis, MN 55401	Hennepin County
364	Staffed Branch (1)	Minneapolis Branch	5600 West 83rd Street Suite 200 Bloomington, MN 55437	Hennepin County
365	Staffed Branch (1)	Caledonia Branch	124 East Grove Street Caledonia, MN 55921	Houston County
366	Staffed Branch (1)	Lakefield Branch	204 Main Street Lakefield, MN 56150	Jackson County
367	Staffed Branch (1)	Ivanhoe Branch	323 North Norman Street Ivanhoe, MN 56142	Lincoln County
368	Staffed Branch (1)	Marshall Branch	1410 East College Drive Marshall, MN 56258	Lyon County
369	Staffed Branch (1)	Minneota Branch	123 North Jefferson Street Minneota, MN 56264	Lyon County
370	Staffed Branch (1)	Little Falls Branch	65 East Broadway Little Falls, MN 56345	Morrison County
371	Staffed Branch (1)	Worthington Branch	1027 Fourth Avenue Worthington, MN 56187	Nobles County
372	Staffed Branch (1)	Ada Branch	412 East Main Street Ada, MN 56510	Norman County
373	Staffed Branch (1)	Fergus Fall Main	120 North Mill Street Fergus Falls, MN 56537	Otter Tail County
374	Staffed Branch (1)	Paynesville Branch	201 West James Street Paynesville, MN 56362	Stearns County
375	Staffed Branch (1)	Morris Branch	214 Atlantic Avenue Morris, MN 56267	Stevens County
376	Staffed Branch (1)	Benson Branch	1302 Atlantic Avenue Benson, MN 56215	Swift County
377	Staffed Branch (1)	Breckenridge Red River Branch	408 Minnesota Avenue Breckenridge, MN 56520	Wilkin County

Missouri (MO)

#	Branch Type	Name	Address	County
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378	Staffed Branch (1)	Liberty Branch	850 South State Route 291 Liberty, MO 64068	Clay County
379	Staffed Branch (1)	Blue Springs	3121 South 7 Hwy Blue Springs, MO 64015	Jackson County
380	Staffed Branch (1)	Independence Branch	4610 South Noland Road Independence, MO 64055	Jackson County
381	Staffed Branch (1)	Lees Summit South Branch	100 S.W. Hwy 150 Lees Summit, MO 64082	Jackson County
382	Staffed Branch (1)	Lee's Summit East Branch	700 Ne State Route 291 Lees Summit, MO 64086	Jackson County
383	Staffed Branch (1)	Platte - 64th Street Branch	5245 N. W. 64th Street Kansas City, MO 64151	Platte County

North Dakota (ND)

#	Branch Type	Name	Address	County
384	Staffed Branch (1)	Fargo - Village West Branch	4001 13th Avenue Sw Fargo, ND 58103	Cass County
385	Staffed Branch (1)	Beach Branch	115 Central Avenue South Beach, ND 58621	Golden Valley County
386	Staffed Branch (1)	Lidgerwood Branch	50 Wiley Avenue Lidgerwood, ND 58053	Richland County
387	Staffed Branch (1)	Dickinson Branch	150 West Villard Street Dickinson, ND 58601	Stark County

Nebraska (NE)

#	Branch Type	Name	Address	County
388	Drive-in (2)	Alliance Drive Up Branch	120 West 2nd Street Alliance, NE 69301	Box Butte County
389	Staffed Branch (1)	Alliance Branch	224 Box Butte Avenue Alliance, NE 69301	Box Butte County
390	Staffed Branch (1)	Kearney Branch	4407 Second Avenue Kearney, NE 68847	Buffalo County
391	Staffed Branch (1)	Valentine Branch	402 North Main Street Valentine, NE 69201	Cherry County
392	Staffed Branch (1)	Chadron Branch	210 W 3rd Street (3rd And Chadron Avenue) Chadron, NE 69337	Dawes County
393	Staffed Branch (1)	Fremont - East 23rd Branch	1330 East 23rd Street Fremont, NE 68025	Dodge County
394	Staffed Branch (1)	20th & Harney Branch	1921 Harney Street Omaha, NE 68102	Douglas County
395	Staffed Branch (1)	Benson-Dundee Branch	5901 N.W. Radial Highway Omaha, NE 68104	Douglas County
396	Staffed Branch (1)	24th & L Branch	4724 South 24th Street Omaha, NE 68107	Douglas County
397	Staffed Branch (1)	87th & West Center Branch	8707 West Center Road Omaha, NE 68124	Douglas County
398	Staffed Branch (1)	180th And West Center Branch	18102 Wright Street Omaha, NE 68130	Douglas County
399	Staffed Branch (1)	Saddle Creek	339 N Saddle Creek Rd Omaha, NE 68131	Douglas County

400	Staffed Branch (1)	90th & Maplewood Branch	3520 North 90th Street Omaha, NE 68134	Douglas County
401	Staffed Branch (1)	168th & Harrison Branch	16808 Harrison Street Omaha, NE 68136	Douglas County
402	Staffed Branch (1)	138th & Q Branch	13737 Q Street Omaha, NE 68137	Douglas County
403	Staffed Branch (1)	132nd & California Branch	13220 California Street Ste 100 Omaha, NE 68154	Douglas County
404	Branch - Other (12)	Omaha Plaza East Branch	13505 California Street Omaha, NE 68154	Douglas County
405	Branch - Other (12)	Omaha Plaza West Branch	13525 California Street Omaha, NE 68154	Douglas County
406	Staffed Branch (1)	Eagle Run Branch	13506 West Maple Road Omaha, NE 68164	Douglas County
407	Staffed Branch (1)	Beatrice Branch	633 North 6th Street Beatrice, NE 68310	Gage County
408	Staffed Branch (1)	Grand Island Branch	3301 West State Street Grand Island, NE 68803	Hall County
409	Staffed Branch (1)	16th & South Branch	2103 South 16th Street Lincoln, NE 68502	Lancaster County
410	Staffed Branch (1)	52nd & "O" Branch	5225 O Street Lincoln, NE 68510	Lancaster County
411	Staffed Branch (1)	Williamsburg Branch	5700 Village Boulevard Lincoln, NE 68516	Lancaster County
412	Staffed Branch (1)	North Platte Branch	301 West 4th Street North Platte, NE 69101	Lincoln County
413	Staffed Branch (1)	Norfolk - Main Branch	602 Norfolk Avenue Norfolk, NE 68701	Madison County
414	Staffed Branch (1)	Bridgeport Branch	10th & Main Street Bridgeport, NE 69336	Morrill County
415	Staffed Branch (1)	Columbus Branch	2714 23rd Street Columbus, NE 68601	Platte County
416	Staffed Branch (1)	Twin Creek Branch	4009 Twin Creek Dr Bellevue, NE 68123	Sarpy County
417	Staffed Branch (1)	84th & Giles Branch	8125 South 84th Street La Vista, NE 68128	Sarpy County
418	Staffed Branch (1)	Gordon Branch	205 North Main Street Gordon, NE 69343	Sheridan County

New Mexico (NM)

#	Branch Type	Name	Address	County
419	Staffed Branch (1)	Cedar Crest Branch	12127 North Highway 14 Cedar Crest, NM 87008	Bernalillo County
420	Staffed Branch (1)	Grand Avenue Branch	500 Dr. Martin Luther King Dr. N.E. Albuquerque, NM 87102	Bernalillo County
421	Branch - Other (12)	Marquette Wealth Branch	500 Marquette N.W. Albuquerque, NM 87102	Bernalillo County
422	Staffed Branch (1)	Roma Branch	303 Roma Avenue Nw Albuquerque, NM 87102	Bernalillo County
423	Staffed Branch (1)	Adobe Acres Branch	3733 Isleta Boulevard, S.W. Albuquerque, NM 87105	Bernalillo County
424	Staffed Branch (1)	West Central Branch	5228 Central Avenue Sw Albuquerque, NM 87105	Bernalillo County

425	Staffed Branch (1)	East Central Branch	5401 Central Avenue N.E. Albuquerque, NM 87108	Bernalillo County
426	Staffed Branch (1)	Jefferson Branch	5501 Jefferson N.E. Albuquerque, NM 87109	Bernalillo County
427	Staffed Branch (1)	Academy Branch	6701 Academy Road N.E. Albuquerque, NM 87109	Bernalillo County
428	Staffed Branch (1)	La Cueva Branch	7900 Wyoming Boulevard, Ne Albuquerque, NM 87109	Bernalillo County
429	Staffed Branch (1)	Del Norte Branch	4221 San Mateo Boulevard Albuquerque, NM 87110	Bernalillo County
430	Staffed Branch (1)	Coronado Branch	5901 Menaul Boulevard, N.E. Albuquerque, NM 87110	Bernalillo County
431	Staffed Branch (1)	Sandia Plaza Branch	3201 Juan Tabo, Ne Albuquerque, NM 87111	Bernalillo County
432	Staffed Branch (1)	Eubank Branch	2101 Eubank Boulevard N.E. Albuquerque, NM 87112	Bernalillo County
433	Staffed Branch (1)	Cottonwood Branch	10050 Coors Bypass Boulevard, N.W. Albuquerque, NM 87114	Bernalillo County
434	Staffed Branch (1)	Manzano Branch	780 Juan Tabo Ne Albuquerque, NM 87123	Bernalillo County
435	Staffed Branch (1)	Las Cruces Branch	201 North Church Street Las Cruces, NM 88001	Dona Ana County
436	Staffed Branch (1)	Telshor Branch	795 South Telshore Las Cruces, NM 88011	Dona Ana County
437	Staffed Branch (1)	Anthony Branch	300 N Anthony Drive Anthony, NM 88021	Dona Ana County
438	Staffed Branch (1)	Rio Rancho Branch	3735 Southern Boulevard, S.E. Rio Rancho, NM 87124	Sandoval County
439	Staffed Branch (1)	Los Lunas Branch	2610 Main Street Nw Los Lunas, NM 87031	Valencia County

Nevada (NV)

#	Branch Type	Name	Address	County
440	Staffed Branch (1)	Carson City Branch	2976 N. Carson Street Carson City, NV 89706	Carson City County
441	Staffed Branch (1)	Green Valley Branch	701 North Valle Verde Henderson, NV 89014	Clark County
442	Staffed Branch (1)	Sahara Branch	2980 West Sahara Las Vegas, NV 89102	Clark County
443	Staffed Branch (1)	The Lakes Branch	9021 West Sahara Las Vegas, NV 89117	Clark County
444	Staffed Branch (1)	Rainbow Branch	2925 South Rainbow Las Vegas, NV 89146	Clark County
445	Staffed Branch (1)	Sparks Branch	855 Sparks Boulevard Sparks, NV 89434	Washoe County
446	Staffed Branch (1)	Reno Branch	4950 Kietzke Lane Reno, NV 89509	Washoe County

New York (NY)

#	Branch Type	Name	Address	County
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447	Branch - Other (12)	New York Branch	787 7th Avenue New York, NY 10019	New York County
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Oklahoma (OK)

#	Branch Type	Name	Address	County
448	Staffed Branch (1)	Ardmore	321 N. Commerce Ardmore, OK 73401	Carter County
449	Staffed Branch (1)	89th & Penn	1600 Sw 89th Street Oklahoma City, OK 73159	Cleveland County
450	Staffed Branch (1)	Enid Branch	701 W. Broadway Enid, OK 73701	Garfield County
451	Staffed Branch (1)	Edmond Branch	1101 North Santa Fe Avenue Edmond, OK 73003	Oklahoma County
452	Staffed Branch (1)	Midwest City	1201 South Air Depot Boulevard Midwest City, OK 73110	Oklahoma County
453	Staffed Branch (1)	Penn Plaza	5603 N Pennsylvania Oklahoma City, OK 73112	Oklahoma County
454	Staffed Branch (1)	Quail Creek	12000 North Pennsylvania Avenue Oklahoma City, OK 73120	Oklahoma County
455	Staffed Branch (1)	Nw Expressway	5757 Nw Expressway Oklahoma City, OK 73132	Oklahoma County
456	Branch - Other (12)	Commercial Banking Group - Oklahoma	3600 Nw 138th Street Oklahoma City, OK 73134	Oklahoma County
457	Staffed Branch (1)	Cushing	421 East Main Cushing, OK 74023	Payne County
458	Staffed Branch (1)	Ada - Main	606 East Main Ada, OK 74820	Pontotoc County
459	Staffed Branch (1)	Seminole	1907 N. Milt Phillips Seminole, OK 74868	Seminole County
460	Staffed Branch (1)	Tulsa - Brookside Branch	3549 S. Peoria Avenue Tulsa, OK 74105	Tulsa County
461	Staffed Branch (1)	Tulsa - Se	6100 E. 51st. Tulsa, OK 74135	Tulsa County

Oregon (OR)

#	Branch Type	Name	Address	County
462	Staffed Branch (1)	Lake Grove	16555 Boones Ferry Road Suite 100 Lake Oswego, OR 97035	Clackamas County
463	Staffed Branch (1)	Oregon City Branch	1301 Molalla Avenue Oregon City, OR 97045	Clackamas County
464	Staffed Branch (1)	Milwaukie Branch	11050 S.E. McLoughlin Boulevard Milwaukie, OR 97222	Clackamas County
465	Staffed Branch (1)	St. Helens Branch	465 South Columbia River Highway St. Helens, OR 97051	Columbia County
466	Staffed Branch (1)	Newport Branch	248 S.W. Coast Highway Newport, OR 97365	Lincoln County
467	Staffed Branch (1)	Lincoln City Branch	4659 S.W. Highway 101 Lincoln City, OR 97367	Lincoln County
468	Staffed Branch (1)	Toledo Branch	112 South Main Street Toledo, OR 97391	Lincoln County

469	Staffed Branch (1)	Ontario Branch	505 Sunset Drive Ontario, OR 97914	Malheur County
470	Staffed Branch (1)	Gresham Branch	825 N.E. Hogan Dr Gresham, OR 97030	Multnomah County
471	Staffed Branch (1)	Portland Main Branch	810 Sw Broadway Portland, OR 97205	Multnomah County
472	Staffed Branch (1)	82nd And Division Branch	8135 S.E. Division Street Portland, OR 97206	Multnomah County
473	Staffed Branch (1)	Lovejoy & 23rd Branch	950 Nw 23rd Avenue Portland, OR 97210	Multnomah County
474	Staffed Branch (1)	Lloyd Center Branch	905 N.E. Halsey Street Portland, OR 97232	Multnomah County
475	Staffed Branch (1)	Pendleton Branch	416 S.W. 20th St Pendleton, OR 97801	Umatilla County
476	Staffed Branch (1)	The Dalles Branch	120 East Fourth Street The Dalles, OR 97058	Wasco County
477	Staffed Branch (1)	Beaverton	3180 Sw Cedar Hills Boulevard Beaverton, OR 97005	Washington County
478	Staffed Branch (1)	Tanasbourne Branch	2495 N.W. Town Center Drive Beaverton, OR 97006	Washington County
479	Staffed Branch (1)	Nimbus Center Branch	9950 S.W. Nimbus Avenue Beaverton, OR 97008	Washington County
480	Staffed Branch (1)	Tualatin Branch	7925 S.W. Nyberg St Tualatin, OR 97062	Washington County
481	Staffed Branch (1)	Forest Grove Branch	1926 Pacific Avenue Forest Grove, OR 97116	Washington County
482	Staffed Branch (1)	Raleigh Hills Branch	6521 Sw Beaverton Hillsdale Highway Portland, OR 97225	Washington County

South Dakota (SD)

#	Branch Type	Name	Address	County
483	Staffed Branch (1)	Huron Branch	76 3rd Street, S.W. Huron, SD 57350	Beadle County
484	Staffed Branch (1)	Platte Branch	403 Main Street Platte, SD 57369	Charles Mix County
485	Staffed Branch (1)	Vermillion Branch	15 East Main Street Vermillion, SD 57069	Clay County
486	Staffed Branch (1)	Corsica Branch	135 Main Street Corsica, SD 57328	Douglas County
487	Staffed Branch (1)	Lemmon Branch	214 Main Street Lemmon, SD 57638	Perkins County
488	Staffed Branch (1)	Gettysburg Branch	104 North Exene Street Gettysburg, SD 57442	Potter County
489	Staffed Branch (1)	Redfield Branch	26 East Seventh Avenue Redfield, SD 57469	Spink County

Utah (UT)

#	Branch Type	Name	Address	County
490	Staffed Branch (1)	Layton Branch	683 West Antelope Drive Layton, UT 84041	Davis County

491	Staffed Branch (1)	South Valley Branch	12572 South Creek Meadow Road Riverton, UT 84065	Salt Lake County
492	Staffed Branch (1)	Sandy Branch	140 West 9000 South Sandy City, UT 84070	Salt Lake County
493	Staffed Branch (1)	Salt Lake City Branch	142 East 200 South Salt Lake City, UT 84111	Salt Lake County
494	Staffed Branch (1)	Cottonwood Heights Branch	2011 Blackstone Rd Salt Lake City, UT 84121	Salt Lake County

Washington (WA)

#	Branch Type	Name	Address	County
495	Staffed Branch (1)	Kennewick Main Branch	7525 West Canal Drive Kennewick, WA 99336	Benton County
496	Staffed Branch (1)	Richland Branch	1045 George Washington Way Richland, WA 99352	Benton County
497	Staffed Branch (1)	Riverview Branch	3525 West Court Street Pasco, WA 99301	Franklin County
498	Staffed Branch (1)	Seattle Branch	1191 2nd Avenue Suite 120 Seattle, WA 98101	King County
499	Branch - Other (12)	Seattle Wealth Management	701 Pike Street Seattle, WA 98101	King County
500	Staffed Branch (1)	Ellensburg Branch	312 North Ruby Street Ellensburg, WA 98926	Kittitas County
501	Staffed Branch (1)	Tacoma Branch	1250 Pacific Avenue Suite 100 Tacoma, WA 98402	Pierce County
502	Staffed Branch (1)	Yakima Branch	522 East Yakima Avenue Yakima, WA 98901	Yakima County

Wisconsin (WI)

#	Branch Type	Name	Address	County
503	Staffed Branch (1)	Spooner Main Branch	118 Elm Street Spooner, WI 54801	Washburn County

Wyoming (WY)

#	Branch Type	Name	Address	County
504	Staffed Branch (1)	Laramie Branch	222 Garfield Street Laramie, WY 82070	Albany County
505	Staffed Branch (1)	Saratoga Platte Valley Branch	302 North First Street Saratoga, WY 82331	Carbon County
506	Staffed Branch (1)	Douglas Branch	240 South 4th Street Douglas, WY 82633	Converse County
507	Staffed Branch (1)	Riverton Branch	123 East Main Street Riverton, WY 82501	Fremont County
508	Staffed Branch (1)	Lander Branch	303 Main Street Lander, WY 82520	Fremont County
509	Staffed Branch (1)	Cheyenne East Branch	2200 East Lincolnway Cheyenne, WY 82001	Laramie County
510	Staffed Branch (1)	Cheyenne North Branch	1515 Dell Range Blvd Cheyenne, WY 82009	Laramie County

511	Staffed Branch (1)	Kemmerer Branch	801 Pine Avenue Kemmerer, WY 83101	Lincoln County
512	Staffed Branch (1)	Casper Downtown Branch	300 South Wolcott Casper, WY 82601	Natrona County
513	Staffed Branch (1)	Lusk Branch	231 South Main Street Lusk, WY 82225	Niobrara County
514	Staffed Branch (1)	Cody Branch	1130 Sheridan Avenue Cody, WY 82414	Park County
515	Staffed Branch (1)	Wheatland Branch	611 Ninth Street Wheatland, WY 82201	Platte County
516	Staffed Branch (1)	Sheridan Branch	2 North Main Street Sheridan, WY 82801	Sheridan County
517	Staffed Branch (1)	Big Piney Branch	440 Budd Avenue Big Piney, WY 83113	Sublette County
518	Staffed Branch (1)	Green River Branch	10 Shoshone Avenue Green River, WY 82935	Sweetwater County
519	Staffed Branch (1)	Jackson Branch	160 West Pearl Street Jackson, WY 83001	Teton County
520	Staffed Branch (1)	Evanston Branch	848 Main Street Evanston, WY 82930	Uinta County

Appendix A:
OCC Branch Codes

Branch Type Code	BranchTypeDesc
1	Staffed Branch
2	Drive-in
3	Night Depository/Drop Box
4	Mobile Branch - Van
5	Mobile Branch - Messenger Service
6	Mobile Branch - Expansion of Service
7	Mobile Branch - Other
8	Temporary Branch - College/University
9	Temporary Branch - Emergency/Major Disaster
10	Temporary Branch - Other (non-Emergency)
11	Seasonal Branch/Agency
12	Branch - Other

BOTW Planned *De Novo* Branch Opening and Planned Branch Relocations

BOTW has publicly announced one *de novo* branch opening and one branch relocation as detailed in the charts below. Both branch actions are unrelated to the Proposed Transaction.

Planned *De Novo* Branch Opening

De Novo Branch's Popular Name	De Novo Branch's	LMI Census Tract Yes/No	Date Approval Received From the California Department of Financial Protection and Innovation	Estimated Opening Date
Fremont Warm Springs	46691 Mission Blvd Suite 230 Fremont, CA 94539	No	"No objection" letter received on 6/3/2021	Q2 2022

Planned Branch Relocation

Branch's Popular Name	Current Address	LMI Census Tract Yes/No	Branch's Popular Name After the Relocation	Branch's Address After the Relocation	LMI Census Tract Yes/No	Distance Between Current and Future Locations	Date that Regulatory Notice Was Filed With the California Department of Financial Protection and Innovation	Date Customer Notices Were Mailed	Estimated Date that the Relocation Will Occur
Palo Alto	414 S. California Ave Palo Alto CA 94306	No	Palo Alto	2600 El Camino Real Suite 110 Palo Alto CA 94306	No	0.3 miles	11/24/2021	11/24/2021	2/22/2022