

July 25, 2025

Leticia Leos, Purchasing Manager
Uvalde CISD
1000 N Getty
Uvalde, Tx 78801

Dear Ms. Leos,

We are pleased to submit our bid for Uvalde CISD in response to your recent Request for Proposal. As part of our continued commitment to supporting you with the highest level of products and services, we also remain dedicated to pledging and securing your deposits with us.

To ensure accurate daily account monitoring, prevent fraudulent activity, and maintain proper pledge coverage, we kindly request that you notify us in advance of any anticipated large deposits or withdrawals. You may send this information via email to publicfunds@fsbuvalde.bank. For immediate assistance, feel free to contact our Public Funds Department at (830) 278-6231.

We appreciate the opportunity to serve Uvalde CISD and look forward to continuing our valued relationship.

Sincerely,



Johanna F. Feely
Public Funds, CD & IRA Manager, BO
First State Bank of Uvalde

Uvalde Consolidated Independent School District
Business Office
1000 N. Getty St./P.O. Box 1909
Uvalde, Texas 78801

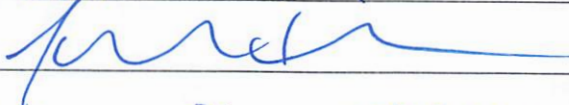
Notice to Bidders
Request for Proposal
Depository Services
RFP #2025-727

Uvalde Consolidated Independent School District (UCISD) must receive all sealed proposals no later than **2:00 P.M. CDT, WEDNESDAY, AUGUST, 6, 2025**. Proposals must be submitted in sufficient time to be received and time-stamped at the above location. UCISD will not be responsible for delayed mail delivery from the post office. Proposals received after the time and date as indicated will not be considered. Proposals will be publicly opened at 2:00 p.m.

Sealed proposals must be clearly marked (**Depository Services RFP #2025-727**) on the outside with the company's name and addressed to:

Uvalde Consolidated Independent School District
Attention: Leticia Leos
1000 N. Getty/P.O. Box 1909
Uvalde, Texas 78801

You are certifying to Uvalde CISD that you are authorized to submit this proposal by signing below.
Include this page as a cover to your proposal response.

Company Name: First State Bank of Uvalde
Address: 200 E. Nopal St
City: Uvalde ST. Texas Zip: 78801
Authorized Official Name (print): Johanna F. Feely
Signature of Authorized Official: 
Title: Public Funds. CO & IRA Manager, BO Date: 07/25/2025

Proposal Form

for Depository Services
by Uvalde Consolidated Independent School District

Definitions and Instructions

In this document, the terms “you” and “your” refer to the depository bank, and “we,” “our,” and “us” refer to the district named above.

You must answer all questions in this form and provide it to us as your proposal.

We have the right to reject any proposal. If any part of this proposal or any contract entered into between you and us is invalid, the remainder, at our option, remains in force and is not affected. We have the right to use a sub-depository bank other than the primary bank and those deposits will be collateralized.

Bank Compensation

We may pay for your services by targeted balances or by fees and change the methodology when appropriate? Please detail any differences in related costs to us with either option.

Compensation Based on a Targeted Balance

We may choose to pay for your services by maintaining a targeted amount of our funds in the depository. We will maintain balances in the checking accounts to compensate you in full or in part for services provided. You must provide a monthly account analysis that reflects the earnings credited for these balances.

You may invest any excess collected balance daily as directed by us in an overnight investment that we approve, an interest-bearing account, or a money market mutual fund registered with the Securities and Exchange Commission (SEC) which strives to maintain a \$1 NAV. Please list below the overnight investment and any index upon which the rate will be based.

The rate history at your bank for the months beginning 08/24 and ending 06/25 was:

Earnings Credit Rate (ECR):	<u>Undisclosed</u> %
Interest Bearing Accounts:	<u>3.40%</u> %
Money Market Accounts:	<u>2.00%</u> %
Sweep Accounts:	<u>NA</u> %

Attachment A is provided.

If any of these rates is based on an index rate (such as the T-Bill auction rate), stipulate how you will use the index to calculate the rate.

Compensation Based on Fees

We may choose to pay for your services on a straight fee basis in which we will not maintain a targeted balance. You will assess fees, and we will pay them in accordance with your proposed fees as listed on Attachment A, Volumes for Pricing Transactions.

[Please see Attachment A](#)

District Investments

We reserve the right to purchase, sell, and invest our funds and funds under our control, including bond funds, as authorized by the Texas Government Code, Chapter 2256, Public Funds Investment Act, and in compliance with our investment policy, a copy of which is attached as Attachment C.

We may choose to invest in time deposits at the depository. You will pay interest on our funds placed in time deposits with maturities we chose. The interest rate spread on the deposits should be indicated as above, below, or equal to the "asked" yield on the comparable maturity T-Bill of the proposed time deposit being purchased as reported in an independent, financial source. [Please see Attachment A](#)

Single Maturity Time Deposits of more than \$100,000:

Maturity	Basis point spread over (+) or under (–) T-Bill "asked" yield <i>[District-specified rate]</i>
7 – 29 Days	NA
30 – 59 Days	NA
60 – 89 Days	NA
90 – 179 Days	2.65%
180 – 364 Days	3.10%
365 Days or More	3.15%

Collateral

Collateral Conditions

You must provide collateral equal to 102 percent of all our time and demand deposits plus accrued interest minus applicable Federal Deposit Insurance Corporation (FDIC) coverage. Collateral will be pledged to us and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act. You will be liable for monitoring and maintaining the collateral and the required margin at all times and will provide an original safekeeping notice and a monthly report of the collateral including at least the security description, par amount, cusip, and market value.

You and we must execute a collateral agreement in accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). Provide a sample collateral agreement as Attachment D, Sample Collateral Agreement.

We estimate our maximum anticipated collateral requirement to be \$7,500,000.

If voluntary collateral pooling is legislated during the period of this contract, you and we may consider it and agree to use it under this contract.

Eligible Collateral

We will accept only the following as pledged collateral in accordance with our investment policy (see Attachment C, District Investment Policy):

****FSBU has eligible securities held in safekeeping at TIB to meet all of Uvalde CISD pledging requirements****

Banking Services Fees

Based on the services we require from you, complete the proposed fee schedule, Attachment A, Volumes for Pricing Transactions. All fees which may be charged to supply the services must be included or will not be eligible under the contract. We and you reserve the right to mutually agree upon any change of contract terms or pricing during the contract extension periods.

[Please see Attachment B](#)

Depository Information

Please answer the following questions about your depository bank.

1. State the full name and address of the depository and any parent holding company. List all branch locations within our boundary.
2. Provide the annual audited financial statement for the most current fiscal year. This may be in printed form, but we prefer an electronic link to the website. Members of your holding companies must include corporate annual financial statements and your individual call report for the most recent operating quarter. Audited financial statements are required each year of the contract.
3. State your rating from an independent depository rating agency or, if that rating is not available, the rating on your senior and subordinate debt. You must inform us of any change in this rating during the period of the contract within a reasonable period.

4. Contact Information

To ensure smooth communication and continuation of services, you must assign a specific account executive and a backup to our account to coordinate services and help solve any problem encountered.

- a. Designate a depository officer as a primary contact with us.

Name Johanna Feely
Title Public Funds, CD & IRA Manager, Banking Officer
Telephone # (830) 278-6231 ext. 1270
Fax # (830) 278-1432
Email jfeely@fsbuvalde.bank

- b. Designate a depository representative as a backup contact with us.

Name Cody Smith
Title Senior Vice President
Telephone # (830) 278-6236
Fax # (830) 278-1432
Email csmith@fsbuvalde.bank

- c. If the primary and backup contacts are not available, how do we contact someone in an emergency? After hours?
- d. Describe in detail how you handle problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom we will be calling and working with for the situations described above.

Our Public Fund team is dedicated exclusively to serving governmental clients, providing specialized and personalized service. For a quick response, please email us at publicfunds@fsbuvalde.bank

5. List references from at least three of your current, comparable governmental clients. Include the length of time under contract and a client contact, title, and telephone number.

****Undisclosed****

6. Based on the services we require, please provide a proposed timeline for implementing the contract; include the timeline activities and direct responsibilities of both our district and your depository bank during implementation. [**Timeline determined by product or services**](#)
7. Provide a copy of all agreements (including those not directly referenced in this proposal) that will be required under the contract. [Attached](#)
8. If we award the contract to you, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy. *[The district specifies one: We have attached our investment policy to this proposal notice. or We have provided a link to our investment policy on our website.]*
9. We may conduct a preaward interview on-site at your depository bank before awarding the contract. Please provide us with a contact name for arranging the preaward interview. [Johanna Feely](#)
10. Are you offering any transition or retention incentive to us? If so, please describe it in detail [We have the availability to offer a Depository Contract Extension](#)

Banking Services

[Please see attached](#)

1. Consolidated Account Structure with Sweep Mechanism

We are interested in earning at then-current interest rates available at all times. We want the option to use an automated, daily sweep to a money market mutual fund or depository alternative account (if competitive) to reach our full investment goal. *[District option: We will not accept a repurchase agreement or offshore investments as a sweep investment vehicle.]*

Our current account structure is listed as Attachment B, District's Current Account Structure. We do not guarantee that we will maintain the balances or structure at these same levels.

You must clearly describe your most cost-effective account structure (interest bearing accounts, zero balance accounts [ZBAs], or sweep, etc.).

- a. Fully describe the proposed account structure. Would a sweep be from a master account with ZBAs or directly swept from the individual accounts? Is interest distributed at the account level?
- b. State the average interest rate on the recommended alternative structure for the past 12 months.
- c. If an SEC-registered money market fund is used for the sweep proposal, provide the full name and a copy of the prospectus. It must strive to maintain a \$1 NAV.
- d. Interest earned on interest bearing accounts must **not** be charged as an expense on the account analysis. Confirm acceptance of this condition.

We may be required or may desire to open additional accounts, close accounts, or change account types during the contract period. If this occurs, the new accounts and services must be charged at the same contracted amount or, if unanticipated, at not more than published rates.

2. Automated Cash Management Information

[Please see Account Brochure](#)

We are interested in automated balance and detail information and online retention. Minimum automated services must include the following:

- prior-day summary and detail balance reporting on all accounts
 - intraday detail and summary balances (on local main and payroll accounts)
 - initiation and monitoring of stop payments
 - positive pay exception transactions
 - initiation and monitoring of internal and wire transfers
 - image access
 - controlled disbursement presentment totals
- a. Fully describe your online service. **List** the system capabilities (for example, balance reporting, wires, positive pay, stop payment, etc.).
 - b. What is your backup process to report balances and transactions in case the system is not available?
 - c. When is daily balance information available?

- d. Submit samples of major screens available, or provide web link access to a demonstration module.
- e. How is an individual security sign-on assigned, and who maintains the security module? How many levels of security are available?
- f. With regard to controlled disbursements:
 - What is the cutoff time for disbursements?
 - What Federal Reserve location do these accounts clear through?
 - How do we have access to this information?

3. Deposit Services

We require standard commercial deposit services for all accounts.

We expect all deposited checks to clear based on your current published availability schedule, but please note any options for expedited availability in your proposal. For all cleared deposits you receive by your established deadline, you must process them for same-day ledger credit. If you fail to credit our accounts in a timely fashion, you must pay interest to us at the then-current effective federal funds rate.

- a. What is your daily cutoff time to ensure same-day ledger credit?
- b. Describe how and when you send credit and debit advices to us.
- c. What type of deposit bags do you use or require? Are these available from you?
- d. In what city does item processing occur?

Remote Deposit

We are interested in establishing or using remote check deposit for a few high-volume locations during the contract period. These deposits include both consumer and commercial checks.

- e. What are your current capabilities in remote check deposit? Describe how checks are processed and cleared. Please state the cutoff time for same-day ledger credit.
- f. Give two comparable references with contact information.
- g. Do you produce a daily balancing report? Provide a sample.
- h. What scanner equipment is required to operate the system? Is this equipment available through your depository bank for purchase or lease? Please list the equipment required along with its cost.

4. Standard Disbursing Services

We are interested in standard disbursing services for designated accounts.

- a. Do you image all paid checks, deposit items and deposit slips?
- b. Are check and deposit images available online? When? Do you provide a monthly compact disc (CD)? If not, are reports downloadable?
- c. How long do you maintain check and deposit images online?
- d. Do you pay all our checks without charge upon presentation?

5. Positive Pay [Please see Positive Pay Agreement](#)

We require positive pay services if available at the bank for designated accounts on which checks are written. The positive pay process should be fully automated and web based. We will transmit check information electronically to you on each check run and as we create checks manually.

- a. Describe the data transmission and transfer requirements for automated and manual checks.
- b. Is input available online for manual checks? If it is not available online, how do we transmit information on individual manual checks to you?
- c. How can we change or delete check records, if necessary?
- d. How do you notify us of a positive pay exception?
- e. When do you report exception information to us? When is the deadline for our exception elections? Are images of exceptions available?
- f. Are all checks, including those received by the tellers and vault, verified against the positive pay file before processing? How often do you update teller information?
- g. Do you offer payee positive pay?
- h. Please provide a copy of your file layout format.

6. Account Reconciliation [**NA**](#)

We anticipate using partial or full reconciliation services on all accounts in concert with positive pay, depending on cost effectiveness.

- a. Describe the partial and full reconciliation processes.
- b. With what format(s) does your system interface? What record formats are required? How do you send reconciled data to us? When?
- c. Specify all reporting alternatives.
- d. Are reports available online? How long are reports maintained online? Provide a sample copy of reports.

7. Funds Transfer and Wire Services [Please see attached for Wire Services](#)

Incoming wire transfers must receive immediate same-day collected credit. Wire initiation should be available online. We require that wires be released the same business day if information is provided by the established deadline.

- a. Describe the process of online wire initiation. What backup process is available for the online process in case the system is unavailable?
- b. Is any paper transaction required for transfers or wires as follow-up?
- c. How and when will you notify us of incoming wires? Online? Email?
- d. Is future dating available for both repetitive and non-repetitive wires and transfers? How far in advance?
- e. What is the deadline for initiation:
 - by telephone?
 - online?
- f. Are templates and template storage available?

8. Optical Imaging For items not shown, please contact the bank for historical data

We desire optical images that are downloadable or on CD on all accounts.

- a. What items and reports are available online (checks, statements, deposit slips, deposited items, etc.)? How long are each available?
- b. What items are captured on the monthly CD, if provided?
- c. When do you make the monthly CD or imaged reports available?
- d. When and for how long are statements and account analyses available online?

9. Automated Clearinghouse (ACH) Services Please see ACH Agreement

We require ACH transactions for payable and receivable transactions. We require a pre-notification (pre-note) on all new transactions.

- a. Describe the transmission alternatives for individual ACH transactions. Can we initiate individual ACH transactions online?
- b. What filters and blocks are available on our accounts for ACH transactions?
- c. Are ACH addenda shown in their entirety online and in reports?
- d. What is your policy on pre-notification? Is the pre-note charged as a standard ACH transaction?
- e. What is the deadline for transmission (hour and day) for a payroll to credit employee accounts on a Friday?
- f. Is ACH positive pay available?
- g. Does ACH debit the account on day of initiation or settlement?

10. Safekeeping Services

We may require you or another eligible offeror to provide book-entry safekeeping services for any securities we own. We will make all our investments and transmit instructions for clearing and safekeeping to you in writing or electronically.

All securities must be cleared on a **delivery versus payment (DVP)** basis. Ownership must be documented by original clearing confirmations, and safekeeping of receipts must be provided within one business day of the transaction. Funds for investments must be drawn from our designated demand deposit account. All principal and interest payments, coupon payments, and maturities must receive automated same-day collected credit on our designated account without requiring any additional action by us.

If you use a correspondent bank for safekeeping our securities, the transactions must be handled through your systems and must not require additional interaction by us with the correspondent bank. No delay in transactions, wires, or flow of funds is acceptable under a correspondent relationship.

- a. Are you a member of either the Federal Reserve or a Federal Home Loan Bank? If not, name the correspondent depository you would use for clearing and safekeeping. Describe any safekeeping arrangement proposed with a correspondent depository including processing requirements by us.
- b. Are security transactions available online for either originating or monitoring?

- c. What is the deadline for settlement instructions on a cash (same-day) settlement? Would we incur any charge for late instructions?

We may choose to purchase time deposits from you, but all time deposits will be competitively bid at the time of purchase. [Please see Attachment A](#)

11. Collateral Requirements

You must meet all the requirements, including those beyond the Public Funds Collateral Act, as stated below. The proposal must state that you agree to the following terms and conditions:

****FSBU has eligible securities held in safekeeping at TIB to meet all of Uvalde CISD pledging requirements****

- All collateral pledged to us must be held by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act.
- We, you, and the safekeeping bank must execute a triparty safekeeping agreement for custody of pledged securities in full compliance with the FIRREA requiring a depository resolution. (Or completion of Circular 7 if a Federal Reserve bank is acting as custodian. Even if a Federal Reserve bank is used, you and we must still execute a depository agreement.)
- All time and demand deposits above FDIC coverage must be collateralized at a minimum of 102 percent of principal plus accrued interest at all times (110 percent on mortgage-backed securities).
- You are contractually liable for continuously monitoring and maintaining collateral at our required margin levels.
- The custodian must provide evidence of pledged collateral by sending original safekeeping receipts or a report directly to us within one business day of receipt.
- We must receive a monthly report of collateral pledged including description, par, market value, and cusip, at a minimum.
- We must grant substitution rights if you obtain our prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.

Authorized collateral includes only approved securities as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act and noted above.

- a. Do you propose any collateral charges? If so, under what conditions are they charged, and how is the charge applied?
- b. What is your deadline for requesting collateral in excess of existing requirements?

12. Account Analysis [Please see Account Analysis Sample](#)

You should provide monthly account analysis reports for each account and on a consolidated account basis.

- a. When is the account analysis available each month?
- b. Is the account analysis available online? Is it imaged on electronic media monthly?
- c. Are paper statements also sent to us? If so, when?
- d. How long will it take you to correct any billing errors on the account analysis?

13. Monthly Statements [Please see Account Brochure](#)

You must provide monthly account statements on all accounts with complete supporting documentation.

- a. State when monthly statements will be available each month online and on paper.
- b. Is the monthly statement available online? If so, when and for how long? Are the statements imaged and/or put on electronic media monthly?
- c. If imaged, are paper statements also sent to us? If so, when?

14. Overdrafts [Please see Account Brochure](#)

- a. Are all accounts aggregated for overdraft calculation purposes?
- b. State the rate basis for intraday and interday overdrafts.
- c. What is the policy for daylight overdrafts?

15. Stop Payments [Please see Account Brochure and Attachment B](#)

We desire an automated stop payment process.

- a. What are the time period options available for stop payments?
- b. What are the options for extended stop payment periods? How are they extended?
- c. What is the cutoff hour for same-day action on stop payments?
- d. Can we initiate stop payment orders online? If so, do you require any paper follow-up document?
- e. What information on current and expiring stop payments is available online?

16. Customer Service

- a. Do you offer customer services in languages other than English?
- b. What languages are offered? [Spanish speaking representatives are available to offer customer service.](#)

17. Service Enhancements

Based on the information you provide in the proposal and your knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that we should consider to manage our treasury operations more effectively.

Optional Services[Please see Attachment B](#)**1. Nonsufficient Funds (NSF) Checks Re-presented as ACH (Re-presented Check [RCK] Entry)**

We may want the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- a. Are you currently using ACH for collection of NSF checks? How long have you been providing this service? Provide two comparable references with contact information.
- b. How are the NSF and the later ACH transactions matched and reconciled? Does your system cross-reference the two transactions in any way?
- c. Is the NSF information, image, or occurrence available online? When and how? For how long is it available online?
- d. Can we specify any target pay day(s)?

2. Merchant Services.

We are interested in possibly accepting credit card payments for various activities. The service should include daily capture, transmission, and authorization of payments at point of sale and on the web. The service must include reporting by location.

- a. Do you currently offer merchant card processing services? How long has this service been available? What interface format(s) does your system supply?
- b. How many institutions and end customers do you have?
- c. Describe the fee components of a merchant card processing relationship. Provide a list of all the fees to us. State the association fees, the discount rates, and your fee per transaction.
- d. Do you have software that allows online payments to us through your portal?
- e. Describe the reporting functions and data availability.
- f. Describe billing options.
- g. Describe the authorization method or process used. How are incorrect authorizations reversed?
- h. Describe your debit card processing capabilities. Do you distinguish between debit and credit cards on your bank identification number (BIN)? Can you program a debit card to the lowest cost network?
- i. Describe your transmission process. Describe the monitoring and notification process if transmissions fail.
- j. Is data imaging available online? What is available online? When? For how long?
- k. Describe the dispute resolution process.
- l. Describe your security measures for Internet transactions and unauthorized use.

3. Payroll Cards or Debit Cards

We are exploring the use of stored-value cards (payroll cards or debit cards) as a payroll option for employees at a minimum. Cardholders should be able to use the cards as debit cards for purchases at point of sale as well as for cash withdrawals at financial institutions and automated teller machines.

The purchasing ability of the cards must be limited to the stored value of the card. We may choose not to pay for access fees for the employees issued the stored-value cards.

We will be responsible for any marketing of the program and have total discretion on the distribution of the cards. We will enroll the employees. You must provide cardholders with

all processing and transaction information and reports. We expect the following services from you, at a minimum:

- embossing, encoding, and distributing standard cards as directed by us
 - providing paper and electronic statements to cardholders
 - administering accounts, including maintenance of accounts, application of funds, authorization of transactions, and related tracking
 - customer service functions
- a. Do you currently provide this service? If so, how long has it been available?
 - b. How many institutions and end customers use the service? Provide three comparable references for the service.
 - c. Which program (authorization marks) does your program use? (Visa, MasterCard, etc.)
 - d. Describe the enrollment process. Is enrollment batched and web-based?
 - e. Describe the manner by which funds will be made available to the cardholders.
 - f. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.
 - g. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.

4. Purchasing Cards

We may consider a purchasing card program during the contract period. Cards would be assigned to our employees for defined use.

- a. What card platforms do you support (MasterCard, Visa)? Do you use a third-party processor?
- b. What, if any, information is available online? When? Describe data download and integration capabilities. Describe reporting capabilities.
- c. What client support is available? How is it provided?
- d. Describe the diverse parameters and restrictions available for the card control. How many access levels are available?
- e. Discuss settlement and corporate liability terms. Include information on your support for the program and your experience, settlement terms on payment, security procedures, and license requirements. How will we receive billing?
- f. Describe how cards are issued, deleted, or replaced. How do you handle lost or stolen cards?
- g. Provide three comparable references for the service.

5. Check Printing

- a. Do you offer check printing services? Describe?
- b. What is the deadline for same-day and next day printing?
- c. Where are checks printed and sent from?

6. Smart Safes

- a. Do you offer smart safes? Describe.
- b. From our deposit history is this cost effective?

Schedules and Attachments

We provide the following:

- copy of our audited financial statements
- Attachment A, Volumes for Pricing Transactions (filled in with volumes)
- Attachment B, District's Current Account Structure
- Attachment C, District Investment Policy

You must include the following information with the proposal:

- copy of your audited financial statements
- corporate audited financial statements and the individual depository's call report (for members of your holding companies)
- Uniform Bank Performance Report reference
- Attachment A, Volumes for Pricing Transactions (filled in with rates)
- Sample Account Analysis Statement
- Attachment D, Sample Collateral Agreement
- any service agreements (including those not directly referenced in this proposal) that must be executed under the contract (if applicable)
- screen shots of major pages within your automated cash management system, or online web demo access (if available)
- sample daily balancing report for remote deposit (if applicable)
- sample account reconciliation reports (if applicable)

Optional Acknowledgments

You confirm that you will not charge interest earned on the account analysis.

If awarded the contract, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy.

You accept the investment options and/or collateral conditions as specified in our investment policy.

By submitting this proposal, you acknowledge that you agree with and accept all specifications in the proposal except as you expressly qualified in the proposal.

Bank: First State Bank of Uvalde

Address: 200 E Nopal St

City, State, Zip: Uvalde, Tx 78801

Phone Number: (830) 278-6231 ext. 1270

Fax Number: (830) 278-1432

Email Address: jfeely@fsbuvalde.bank

Typed Name: Johanna Feely

Date: 07/25/2025



Uvalde CISD Bond Proposal

Financial Records

June 30, 2025



FSB Audited Financial Statements

December 31, 2024

First State Bank of Uvalde

Independent Auditor's Report and Financial Statements

December 31, 2024 and 2023

2024 4/17/25

First State Bank of Uvalde
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December 31, 2024 and 2023

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Draft 4/17/25

Independent Auditor's Report

Draft 4/17/25

Draft 4/17/25

First State Bank of Uvalde
Balance Sheets
December 31, 2024 and 2023

	2024	2023
ASSETS		
Cash and due from banks	\$ 368,404,938	\$ 422,382,294
Equity securities	1,249,331	1,105,220
Available-for-sale debt securities	691,073,761	783,197,605
Loans	713,807,488	667,831,103
Less allowance for credit losses	(9,603,233)	(9,177,828)
Loans, net of allowance for credit losses	704,204,255	658,653,275
Premises and equipment, net of accumulated depreciation; 2024 — \$14,088,208, 2023 — \$13,506,705	7,701,980	7,526,090
Federal Home Loan Bank stock	907,100	860,300
Other real estate owned, net	335,000	-
Accrued interest receivable	6,003,636	5,937,462
Deferred income taxes	27,480,200	26,744,650
Goodwill	1,497,613	1,497,613
Net pension asset	13,721,204	11,270,104
Other	4,104,449	2,721,495
Total Assets	\$ 1,826,683,467	\$ 1,921,896,108
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities		
Deposits		
Demand	\$ 260,768,683	\$ 288,272,110
Savings, NOW, and money market	541,315,797	602,942,953
Time	854,232,589	877,679,092
Total deposits	1,656,317,069	1,768,894,155
Dividends payable	2,610,000	1,800,000
Accrued interest payable and other liabilities	11,969,175	10,476,470
Total Liabilities	1,670,896,244	1,781,170,625
Stockholders' Equity		
Common stock, \$5 par value; authorized, issued, and outstanding 360,000 shares	1,800,000	1,800,000
Additional paid-in capital	27,200,000	27,200,000
Retained earnings	230,350,499	213,100,854
Accumulated other comprehensive loss	(103,563,276)	(101,375,371)
Total Stockholders' Equity	155,787,223	140,725,483
Total Liabilities and Stockholders' Equity	\$ 1,826,683,467	\$ 1,921,896,108

First State Bank of Uvalde
Statements of Income
Years Ended December 31, 2024 and 2023

	2024	2023
Interest and Dividend Income		
Loans, including fees	\$ 43,629,693	\$ 36,676,833
Debt securities, taxable	16,292,803	17,618,678
Debt securities, tax-exempt	383,102	390,395
Other interest income	20,856,830	20,249,603
Total Interest and Dividend Income	81,162,428	74,935,509
Interest Expense		
Deposits	40,411,262	29,998,905
Other borrowings	-	1,942
Total Interest Expense	40,411,262	30,000,847
Net Interest Income	40,751,166	44,934,662
Provision for Credit Loss Expense	1,200,000	1,200,000
Net Interest Income After Provision for Credit Loss Expense	39,551,166	43,734,662
Noninterest Income		
Service charges on deposit accounts	2,102,989	1,982,275
Trust department income	902,544	1,069,589
Interchange income	1,377,155	1,469,554
Other income	1,437,060	2,344,794
Total Noninterest Income	5,819,748	6,866,212
Noninterest Expense		
Salaries and employee benefits	11,186,048	10,388,871
Occupancy and equipment expense	1,954,336	1,799,502
Data processing fees	2,420,570	2,473,694
Regulatory assessments	1,080,948	1,053,797
Other	3,722,292	3,659,235
Total Noninterest Expense	20,364,194	19,375,099
Income Before Income Taxes	25,006,720	31,225,775
Income tax expense	5,147,075	6,405,015
Net Income	\$ 19,859,645	\$ 24,820,760

First State Bank of Uvalde
Statements of Comprehensive Income
Years Ended December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Net Income	<u>\$ 19,859,645</u>	<u>\$ 24,820,760</u>
Other Comprehensive Income (Loss)		
Unrealized appreciation (depreciation) on available-for-sale debt securities net of taxes (benefit) of \$(1,022,217) and \$3,476,323 for 2024 and 2023, respectively	(3,845,485)	13,066,311
Change in defined benefit pension plan gains (losses), prior service costs or credits and transition assets or obligations, net of taxes (benefit) of \$440,623 and \$(254,301) for 2024 and 2023, respectively	1,657,580	(956,655)
Reclassification adjustment for settlement gain, net of taxes of \$0 and \$(114,382) for 2024 and 2023, respectively	-	(430,294)
	<u>(2,187,905)</u>	<u>11,679,362</u>
Comprehensive Income	<u><u>\$ 17,671,740</u></u>	<u><u>\$ 36,500,122</u></u>

First State Bank of Uvalde
Statements of Stockholders' Equity
Years Ended December 31, 2024 and 2023

	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balance, December 31, 2022	1,800,000	27,200,000	191,719,662	(113,054,733)	107,664,929
Cumulative change for adoption of ASC 326	-	-	(1,639,568)	-	(1,639,568)
Balance, January 1, 2023	\$ 1,800,000	\$ 27,200,000	\$ 190,080,094	\$ (113,054,733)	\$ 106,025,361
Net income	-	-	24,820,760	-	24,820,760
Other comprehensive income	-	-	-	11,679,362	11,679,362
Cash dividends declared	-	-	(1,800,000)	-	(1,800,000)
Balance, December 31, 2023	1,800,000	27,200,000	213,100,854	(101,375,371)	140,725,483
Net income	-	-	19,859,645	-	19,859,645
Other comprehensive loss	-	-	-	(2,187,905)	(2,187,905)
Cash dividends declared	-	-	(2,610,000)	-	(2,610,000)
Balance, December 31, 2024	<u>\$ 1,800,000</u>	<u>\$ 27,200,000</u>	<u>\$ 230,350,499</u>	<u>\$ (103,563,276)</u>	<u>\$ 155,787,223</u>

First State Bank of Uvalde
Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Operating Activities		
Net income	\$ 19,859,645	\$ 24,820,760
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	571,476	616,051
Amortization and accretion, net	3,512,953	3,978,788
Net gain on equity securities	(112,613)	(198,305)
Net realized loss on hedged loans	-	50,899
Amortization of loan basis adjustment	(402,998)	(164,185)
Net realized gain on derivative financial instruments	-	(49,822)
Provision for credit loss expense	1,200,000	1,200,000
Deferred income taxes	(153,955)	(6,783)
Net periodic pension income	(352,897)	(957,854)
Federal Home Loan Bank stock dividend	(46,800)	(38,900)
Changes in		
Interest receivable	(66,174)	(588,734)
Other assets	(1,382,954)	153,510
Interest payable and other liabilities	1,492,705	4,212,192
Net Cash Provided by Operating Activities	24,118,388	33,027,617
Investing Activities		
Proceeds from sales of equity securities	816,293	321,057
Purchase of equity securities	(847,519)	(334,557)
Purchases of available-for-sale debt securities	-	(908,726,493)
Proceeds from maturities, calls and paydowns of available-for-sale debt securities	83,742,916	993,597,998
Proceeds from swap termination	-	620,000
Net change in loans	(46,682,982)	(79,158,983)
Purchase of premises and equipment	(747,366)	(2,032,400)
Net Cash Provided by Investing Activities	36,281,342	4,286,622

First State Bank of Uvalde
Statements of Cash Flows
Years Ended December 31, 2024 and 2023

(Continued)

	<u>2024</u>	<u>2023</u>
Financing Activities		
Net decrease in deposits	\$ (112,577,086)	\$ (21,699,242)
Cash dividends paid on common stock	<u>(1,800,000)</u>	<u>(1,800,000)</u>
Net Cash Used in Financing Activities	<u>(114,377,086)</u>	<u>(23,499,242)</u>
Increase (Decrease) in Cash and Cash Equivalents	(53,977,356)	13,814,997
Cash and Cash Equivalents, Beginning of Year	<u>422,382,294</u>	<u>408,567,297</u>
Cash and Cash Equivalents, End of Year	<u>\$ 368,404,938</u>	<u>\$ 422,382,294</u>
Supplemental Cash Flows Information		
Income taxes paid	\$ 4,824,723	\$ 6,516,681
Interest paid on deposits and borrowed funds	\$ 40,871,530	\$ 26,268,276
Real estate acquired in settlement of loans	\$ 335,000	\$ -
Dividends declared - not yet paid	\$ 2,600,000	\$ 1,800,000

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

First State Bank of Uvalde (Bank) is primarily engaged in providing a full range of banking and financial services to individual and corporate customers in Uvalde, with seven other branches located in Uvalde, Sabinal, Camp Wood, Utopia, Concan, Carrizo Springs, and Leakey. These communities have economic bases dependent on agriculture and recreation activities. The Bank's primary deposit products are demand checking, savings, and term deposit accounts. The Bank's primary lending products are agricultural, commercial, real estate, and installment loans. The Bank is subject to competition from other financial institutions. The Bank is also subject to the regulation of certain federal and state agencies and undergoes periodic examinations by those regulatory authorities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Material estimates that are particularly susceptible to significant change relate to the determination of the allowance for credit losses on loans and fair values of available-for-sale debt securities.

Cash Equivalents

For the purpose of reporting cash flows, cash and cash equivalents include cash and amounts due from other banks (including cash items in the process of clearing). The Bank considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash flows from loans and deposits are reported net.

The Bank maintains cash in deposit accounts that, at times, may exceed federally insured limits. The Bank has not experienced any losses in such accounts. In addition, the Bank had \$352,794,813 and \$398,233,110 held on deposit with the Federal Reserve Bank at December 31, 2024 and 2023, respectively.

Equity Securities

The Bank measures equity securities, other than investments that qualify for the equity method of accounting, at fair value with changes recognized in net income. Gains and losses on the sale of securities are recorded on the trade date and are determined using the specific identification method. Gains and losses on equity securities are recorded in other noninterest income.

Debt Securities

Available-for-sale securities, which include any debt security for which the Bank has no immediate plan to sell but which may be sold in the future, are recorded at fair value, with unrealized gains and losses excluded from earnings and reported in other comprehensive income (loss). Purchase premiums and discounts are recognized in interest income using the interest method generally over their contractual lives. Premiums on callable securities are amortized to their earliest call date. Gains and losses on the sale of securities are recorded on the trade date and are determined using the specific identification method.

Allowance for Credit Losses – Available-for-Sale Securities

For available-for-sale securities in an unrealized loss position, the Bank first assesses whether (i) there is intention to sell or (ii) it is more likely than not that the Bank will be required to sell the security before recovery of its amortized cost basis. If either case is affirmative, any previously recognized allowances are charged off and the security's amortized cost is written down to fair value through income. If neither case is affirmative, the security is evaluated

to determine whether the decline in fair value has resulted from credit losses or other factors. In making this assessment, management considers the extent to which fair value is less than amortized cost, any changes to the rating of the security by a rating agency, and any adverse conditions specifically related to the security, among other factors. If this assessment indicates that a credit loss exists, the present value of cash flows expected to be collected from the security are compared to the amortized cost basis of the security. If the present value of cash flows expected to be collected is less than the amortized cost basis, a credit loss exists, and an allowance for credit losses is recorded for the credit loss, limited by the amount that the fair value is less than the amortized cost basis. Any impairment that has not been recorded through an allowance for credit losses is recognized in other comprehensive income. Adjustments to the allowance are reported in the statement of income as a component of credit loss expense. The Bank excludes accrued interest receivable on available-for-sale securities from the estimate of credit losses. Available-for-sale securities are charged off against the allowance or, in the absence of any allowance, written down through income when deemed uncollectible by management or when either of the aforementioned criteria regarding intent or requirement to sell is met.

Loans

Loans that management has the intent and ability to hold for the foreseeable future or until maturity or payoff are reported at their outstanding principal balances adjusted for unearned income, charge-offs, and the allowance for credit losses. For loans designated in a fair value hedge, the loans are adjusted for the change in fair value of the hedging instrument. For loans amortized at cost, interest income is accrued based on the unpaid principal balance.

The accrual of interest on mortgage and commercial loans is generally discontinued at the time the loan is 90 days past due unless the credit is well-secured and in the process of collection. Past-due status is based on contractual terms of the loan. In all cases, loans are placed on nonaccrual or charged off at an earlier date if collection of principal or interest is considered doubtful.

All interest accrued but not collected for loans that are placed on nonaccrual or charged off are reversed against interest income. The interest on these loans is accounted for on the cash-basis or cost-recovery method, until qualifying for return to accrual. Loans are returned to accrual status when all the principal and interest amounts contractually due are brought current and future payments are reasonably assured.

Allowance for Credit Losses – Loans

The allowance for credit losses is established as losses are estimated to have occurred through a provision for credit losses charged to income. Credit losses are charged against the allowance when management believes the uncollectibility of a loan balance is confirmed. Subsequent recoveries, if any, are credited to the allowance.

The allowance for credit losses is evaluated on a regular basis by management.

Groups of loans with similar risk characteristics are collectively evaluated. Loans that do not share risk characteristics are evaluated on an individual basis. Loans with similar risk characteristics are grouped into homogenous segments, or pools, for analysis. The Bank excludes accrued interest receivable on loans from the estimate of credit losses.

A remaining life loss rate method is used at the pool level. The Bank estimates pool-level losses using relevant available information, from internal and external sources, relating to past events, current conditions, and reasonable and supportable forecasts. The qualitative portion of the allowance is based on general economic conditions and other internal and external factors affecting the Bank as a whole, as well as specific pools. The quantitative and qualitative portions of the allowance are added together to determine the total allowance for credit losses on loans, which reflects the Bank's expectations of future conditions based on reasonable and supportable forecasts. The Bank has identified the following portfolio segments: agricultural production, commercial and industrial, real estate, consumer and other, and state and political.

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

In determining the proper level of the allowance for credit loss, the Bank determined that its own loss experience provides the best basis for the assessment of expected credit. The Bank therefore used historical credit loss experience by each loan segment over an economic cycle.

The Bank qualitatively adjusts model results for risk factors that are not considered within the modeling processes but are nonetheless relevant in assessing the expected credit losses within the loan pools. These qualitative factors and other qualitative adjustments may increase or decrease the Bank's estimate of expected credit losses by a calculated percentage or amount based upon the estimated level of risk. The various risks that may be considered in making qualitative adjustments include, among other things, the impact of:

- (i) Nature and volume of the loan segment
- (ii) Volume and severity of past-due loans
- (iii) Loan grade—portfolio makeup and migration
- (iv) Collateral value trends
- (v) Changes in lending policies and procedures
- (vi) Changes in and experience of lending staff and management
- (vii) Quality of loan review system
- (viii) Changes in the regulatory environment

A loan is individually evaluated for allowance for credit loss when it is determined to have unique risk characteristics. Factors considered by management in determining impairment include payment status, collateral value and the probability of collecting scheduled principal and interest payments when due. For those loans that are individually evaluated, an allowance is established when the discounted cash flows or collateral value of the loan is lower than the carrying value of that loan. Management made the accounting election to measure the allowance for credit losses based on the fair value of collateral for collateral-dependent loans. A loan is considered to be collateral-dependent when, based upon management's assessment, the borrower is experiencing financial difficulty and repayment is expected to be provided substantially through the sale of the collateral. In such cases, expected credit losses are based on the fair value of the collateral at the measurement date, adjusted for estimated selling costs if satisfaction of the loan depends on the sale of the collateral. If the fair value of the collateral exceeds the amortized cost basis, no allowance is recorded.

Allowance for Credit Losses – Off-Balance-Sheet Credit Exposures

The allowance for credit losses on off-balance-sheet credit exposures is a liability account, representing expected credit losses over the contractual period for which the Bank is exposed to credit risk resulting from a contractual obligation to extend credit. No allowance is recognized if the Bank has the unconditional right to cancel the obligation. The allowance is reported as a component of accrued interest payable and other liabilities in the balance sheets. Adjustments to the allowance are reported in the statement of income as a component of credit loss expense. The allowance for credit losses on off-balance-sheet credit exposures is described more fully in Note 17.

Premises and Equipment

Land is carried at cost. Depreciable assets are stated at cost less accumulated depreciation. Depreciation is charged to expense on the straight-line basis over the estimated useful life of each asset. Land and fine art are not subject to depreciation.

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

The estimated useful lives for each major depreciable classification of premises and equipment are as follows:

Buildings and improvements	5–40 years
Furniture and fixtures	3–15 years

Goodwill

Goodwill is evaluated annually for impairment or more frequently if impairment indicators are present. A qualitative assessment is performed to determine whether the existence of events or circumstances leads to a determination that it is more likely than not the fair value is less than the carrying amount, including goodwill. If, based on the evaluation, it is determined to be more likely than not that the fair value is less than the carrying value, then goodwill is tested further for impairment. If the implied fair value of goodwill is lower than its carrying amount, a goodwill impairment is indicated, and goodwill is written down to its implied fair value. Subsequent increases in goodwill value are not recognized in the financial statements. For the years ended December 31, 2024 and 2023, the Bank determined that no impairment of goodwill has occurred.

Long-Lived Asset Impairment

The Bank evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset are less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

No long-lived asset impairment was recognized during the years ended December 31, 2024 and 2023.

Federal Home Loan Bank Stock

Federal Home Loan Bank stock is a required investment for institutions that are members of the Federal Home Loan Bank system. The required investment in the common stock is based on a predetermined formula. For financial reporting purposes, such stock is considered restricted and is carried at cost, minus impairment, if any. No impairment was recognized during the years ended December 31, 2024 and 2023.

Other Real Estate Owned Held for Sale

Assets acquired through, or in lieu of, loan foreclosure are held for sale and are initially recorded at fair value less cost to sell at the date of foreclosure, establishing a new cost basis.

Subsequent to foreclosure, valuations are periodically performed by management and the assets are carried at the lower of the carrying amount or fair value less cost to sell. Revenue and expenses from operations and changes in the valuation allowance are included in net income or expense from other real estate owned.

Derivatives

At the inception of a derivative contract, the Bank designates the derivative as one of three types based on the Bank's intentions and belief as to likely effectiveness as a hedge. These three types are 1) a hedge of the fair value of a recognized asset or liability or of an unrecognized firm commitment (fair value hedge), 2) a hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability (cash flow hedge), or 3) an instrument with no hedging designation (standalone derivative).

For a fair value hedge, the gain or loss on the derivative, as well as the offsetting loss or gain on the hedged item, are recognized in current earnings as fair values change. For a cash flow hedge, the gain or loss on the derivative is reported in other comprehensive income and is reclassified into earnings in the same periods during which the hedge transaction affects earnings. For both types of hedges, changes in the fair value of derivatives that are not

highly effective in hedging the changes in fair value or expected cash flows of the hedged item are recognized immediately in current earnings. Changes in the fair value of derivatives that do not qualify for hedge accounting are currently reported in earnings as noninterest income.

Net cash settlements on derivatives that qualify for hedge accounting are recorded in interest income or interest expense, based on the item being hedged. Net cash settlements on derivatives that do not qualify for hedge accounting are reported in noninterest income. Cash flows on hedges are classified in the statements of cash flows the same as the cash flows of the items being hedged.

Income Taxes

The Bank accounts for income taxes in accordance with income tax accounting guidance, Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Income Taxes*. The income tax accounting guidance results in two components of income tax expense: current and deferred. Current income tax expense reflects taxes to be paid or refunded for the current period by applying the provisions of the enacted tax law to the taxable income or excess of deductions over revenues. The Bank determines deferred income taxes using the liability (or balance sheet) method. Under this method, the net deferred tax asset or liability is based on the tax effects of the differences between the book and tax bases of assets and liabilities, and enacted changes in tax rates and laws are recognized in the period in which they occur. Deferred income tax expense results from changes in deferred tax assets and liabilities between periods. Deferred tax assets are reduced by a valuation allowance if, based on the weight of evidence available, it is more likely than not some portion or all of a deferred tax asset will not be realized.

Tax positions are recognized if it is more likely than not, based on the technical merits, the tax position will be realized or sustained upon examination. The term "more likely than not" means a likelihood of more than 50%; the terms "examined" and "upon examination" also include resolution of the related appeals or litigation processes, if any. A tax position that meets the "more-likely-than-not" recognition threshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information.

The determination of whether or not a tax position has met the "more-likely-than-not" recognition threshold considers the facts, circumstances, and information available at the reporting date and is subject to management's judgment.

The Bank recognizes interest and penalties on income taxes as a component of income tax expense.

Advertising Costs

Advertising costs are expensed as incurred.

Comprehensive Income

Comprehensive income consists of net income and other comprehensive income (loss), net of applicable income taxes. Other comprehensive income includes:

- Unrealized appreciation (depreciation) on available-for-sale securities
- Changes in the funded status of defined benefit pension plans

Transfers of Financial Assets

Transfers of financial assets are accounted for as sales when control over the assets has been surrendered. Control over transferred assets is deemed to be surrendered when 1) the assets have been isolated from the Bank (put presumptively beyond the reach of the transferor and its creditors, even in bankruptcy or other receivership), 2) the transferee obtains the right (free of conditions that constrain it from taking advantage of that right) to pledge or

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

exchange the transferred assets, and 3) the Bank does not maintain effective control over the transferred assets through an agreement to repurchase them before their maturity or the ability to unilaterally cause the holder to return specific assets.

Revenue from Contracts with Customers

All of the Bank's revenue from contracts with customers in the scope of Topic 606 is recognized within noninterest income in the accompanying statements of income.

A description of the Bank's revenue streams accounted for under Topic 606 are as follows:

Service Charges on Deposit Accounts—The Bank generates revenues through fees charged to depositors related to deposit account service charges, overdrafts, ATM fees, wire transfers, and additional miscellaneous services provided at the request of the depositor. For deposit-related services, revenue is recognized when performance obligations are satisfied, which is, generally, at a point in time.

Interchange Income—The Bank earns interchange fees from debit/credit cardholder transactions conducted through the Visa/Mastercard payment network. Interchange fees from cardholder transactions represent a percentage of the underlying transaction value and are recognized daily, concurrently with the transaction processing services provided to the cardholder.

Trust Department Income—The Bank earns wealth management fees from its contracts with trust customers to manage assets for investment, and/or to transact on their accounts. These fees are primarily earned over time as the Bank provides the contracted monthly or quarterly services and are generally assessed based on a tiered scale of the market value of assets under management (AUM) at month-end. Fees that are transaction based, including trade execution services, are recognized at the point in time that the transaction is executed, *i.e.*, the trade date. Other related services provided include financial planning services and the fees the Bank earns, which are based on a fixed fee schedule, are recognized when the services are rendered.

Gains (Losses) on Sale of OREO—The Bank records a gain or loss from the sale of other real estate owned (OREO) when control of the property transfers to the buyer, which generally occurs at the time of an executed deed. When the Bank finances the sale of OREO to the buyer, the Bank assesses whether the buyer is committed to perform their obligations under the contract and whether collectibility of the transaction price is probable. Once these criteria are met, the OREO asset is derecognized and the gain (loss) on sale is recorded upon the transfer of control of the property to the buyer.

In determining the gain or loss on the sale, the Bank adjusts the transaction price and related gain (loss) on sale if a significant financing component is present.

Note 2. Equity Securities

Equity securities, at fair value, consist of the following:

	<u>2024</u>	<u>2023</u>
Farmer Mac stock	\$ 210,185	\$ 191,220
Mutual funds	1,039,146	914,000
	<u>\$ 1,249,331</u>	<u>\$ 1,105,220</u>

First State Bank of Uvalde
Notes to Financial Statements
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The portion of unrealized gains and losses for the period related to equity securities still held are as follows at December 31:

	2024	2023
Net gains recognized during the period on equity securities	\$ 112,613	\$ 198,305
Less net gains (losses) recognized during the period on equity securities sold during the period	17,196	(11,052)
Unrealized gains recognized during the period on equity securities still held at the reporting date	<u>\$ 95,417</u>	<u>\$ 209,357</u>

Note 3. Securities

Amounts related to securities, including the amortized cost and approximate fair values, together with gross unrealized gains and losses and any allowance for credit losses or impairments recognized in accumulated other comprehensive income (AOCI), are as follows:

	2024				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance for Credit Losses	Fair Value
Available-for-Sale Securities					
Mortgage-backed securities					
U.S. government-sponsored enterprises (GSE)					
residential	\$ 659,860,420	\$ -	\$ (105,328,214)	\$ -	\$ 554,532,206
GSE commercial	135,934,580	-	(27,298,815)	-	108,635,765
Private-label residential	4,586,103	453,397	-	-	5,039,500
Corporate bonds	2,000,000	-	(287,240)	-	1,712,760
State and political subdivisions	12,094,815	1,803	(251,837)	-	11,844,781
Preferred securities	9,111,171	198,654	(1,076)	-	9,308,749
	<u>\$ 823,587,089</u>	<u>\$ 653,854</u>	<u>\$ (133,167,182)</u>	<u>\$ -</u>	<u>\$ 691,073,761</u>
	2023				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance for Credit Losses	Fair Value
Available-for-Sale Securities					
Mortgage-backed securities					
U.S. government-sponsored enterprises (GSE)					
residential	\$ 739,359,218	\$ 36	\$ (101,215,630)	\$ -	\$ 638,143,624
GSE commercial	141,805,150	-	(26,673,017)	-	115,132,133
Private-label residential	5,026,374	532,825	-	-	5,559,199
Corporate bonds	2,000,000	-	(357,140)	-	1,642,860
State and political subdivisions	13,723,315	50	(236,932)	-	13,486,433
Preferred securities	8,929,174	304,182	-	-	9,233,356
	<u>\$ 910,843,231</u>	<u>\$ 837,093</u>	<u>\$ (128,482,719)</u>	<u>\$ -</u>	<u>\$ 783,197,605</u>

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

The amortized cost and fair value of available-for-sale debt securities at December 31, 2024, by contractual maturity are shown below. Expected maturities will differ from contractual maturities because issuers may have the right to call or prepay obligations with or without call or prepayment penalties.

	Available for Sale	
	Amortized Cost	Fair Value
Within one year	\$ 2,265,203	\$ 2,258,824
After one year through five years	5,033,533	4,999,351
After five years through 10 years	14,102,139	13,909,378
After 10 years	1,805,111	1,698,737
	23,205,986	22,866,290
Mortgage-backed and other asset-backed securities	800,381,103	668,207,471
	<u>\$ 823,587,089</u>	<u>\$ 691,073,761</u>

The carrying value of securities pledged as collateral to secure public deposits and for other purposes was \$401,159,148 and \$425,166,921 at December 31, 2024 and 2023, respectively.

There were no sales of available-for-sale securities during the years ended December 31, 2024 and 2023.

Certain investments in debt securities are reported in the financial statements at an amount less than historical cost. As of December 31, 2024 and 2023, 311 and 323, respectively, of debt securities have unrealized losses. Total fair value of these investments at December 31, 2024 and 2023 was \$675,183,685 and \$767,779,322, respectively, which is approximately 98% and 98%, respectively, of the Bank's available-for-sale investment portfolio.

The following tables show the Bank's investments' gross unrealized losses and fair value of the Bank's investments for which an allowance for credit losses has not been recorded, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at December 31, 2024 and 2023:

	2024					
	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Available-for-Sale Securities						
Mortgage-backed securities						
GSE residential	\$ 13,163	\$ (52)	\$ 554,519,216	\$ (105,328,162)	\$ 554,532,379	\$ (105,328,214)
GSE commercial	-	-	108,635,765	(27,298,815)	108,635,765	(27,298,815)
Corporate bonds	-	-	1,712,760	(287,240)	1,712,760	(287,240)
State and political subdivisions	-	-	8,142,978	(251,837)	8,142,978	(251,837)
Preferred securities	2,159,803	(1,076)	-	-	2,159,803	(1,076)
	<u>\$ 2,172,966</u>	<u>\$ (1,128)</u>	<u>\$ 673,010,719</u>	<u>\$ (133,166,054)</u>	<u>\$ 675,183,685</u>	<u>\$ (133,167,182)</u>

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	2023					
	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Available-for-Sale Securities						
Mortgage-backed securities						
GSE residential	\$ 49,056	\$ (462)	\$ 638,088,889	\$ (101,215,168)	\$ 638,137,945	\$ (101,215,630)
GSE commercial	-	-	115,132,133	(26,673,017)	115,132,133	(26,673,017)
Corporate Bonds	-	-	1,642,860	(357,140)	1,642,860	(357,140)
State and political subdivisions	1,408,266	(2,217)	11,458,118	(234,715)	12,866,384	(236,932)
	<u>\$ 1,457,322</u>	<u>\$ (2,679)</u>	<u>\$ 766,322,000</u>	<u>\$ (128,480,040)</u>	<u>\$ 767,779,322</u>	<u>\$ (128,482,719)</u>

For the Bank's investments in each type of security having a significant effect on unrealized losses, note the following:

Mortgage-Backed Securities

The unrealized losses on the Bank's investment in mortgage-backed securities were caused by changes in interest rates and illiquidity. The Bank expects to recover the amortized cost basis over the term of the securities. Because the decline in market value is attributable to changes in interest rates and illiquidity, not credit quality, and because the Bank does not intend to sell the investments and it is not more likely than not the Bank will be required to sell the investments before recovery of their amortized cost basis, which may be maturity, the Bank has not recorded an allowance for credit losses at December 31, 2024 and 2023.

Corporate Bonds

The unrealized losses on the Bank's investments in securities of corporate bonds were caused by interest rate increases. The contractual terms of those investments do not permit the issuer to settle the securities at a price less than the amortized cost basis of the investments. Because the Bank does not intend to sell the investments and it is more likely than not the Bank will be required to sell the investments before recovery of its amortized cost basis, which may be maturity, the Bank has not recorded an allowance for credit losses at December 31, 2024 and 2023.

State and Political Subdivisions

The unrealized losses on the Bank's investment in securities of state and political subdivisions were caused by changes in interest rates and illiquidity. The Bank expects to recover the amortized cost basis over the term of the securities. Because the decline in market value is attributable to changes in interest rates and illiquidity, and not credit quality, and because the Bank does not intend to sell the investments and it is not more likely than not the Bank will be required to sell the investments before recovery of their amortized cost basis, which may be maturity, the Bank has not recorded an allowance for credit losses at December 31, 2024 and 2023.

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Note 4. Loans and Allowance for Credit Losses

Classes of loans include the following at December 31, 2024 and 2023 include the following:

	<u>2024</u>	<u>2023</u>
Agricultural production	\$ 20,967,566	\$ 19,886,778
Commercial and industrial	70,431,140	63,517,925
Real estate		
Construction and land development	111,630,380	114,446,876
Farmland	24,334,863	22,103,611
Other commercial real estate	318,632,635	303,494,621
Consumer real estate 1—4 family	130,702,057	108,649,472
Consumer and other	13,653,047	13,575,969
State and political	<u>23,455,800</u>	<u>22,558,849</u>
Gross loans	713,807,488	668,234,101
Hedged loan valuation adjustment	-	(402,998)
Allowance for credit losses	<u>(9,603,233)</u>	<u>(9,177,828)</u>
Net loans	<u>\$ 704,204,255</u>	<u>\$ 658,653,275</u>

The following tables present the balance in the allowance for credit losses and the recorded investment in loans based on portfolio segment as of December 31:

	<u>2024</u>					
	<u>Agricultural Production</u>	<u>Commercial and Industrial</u>	<u>Real Estate</u>	<u>Consumer and Other</u>	<u>State and Political</u>	<u>Total</u>
Allowance for credit losses						
Beginning balance	\$ 71,255	\$ 293,264	\$ 8,610,902	\$ 85,590	\$ 116,817	\$ 9,177,828
Provision (credit) charged to expense	200,582	444,782	367,543	161,918	25,175	1,200,000
Losses charged off	-	(115,397)	(583,115)	(90,196)	-	(788,708)
Recoveries	-	1,055	-	13,058	-	14,113
Ending balance	<u>\$ 271,837</u>	<u>\$ 623,704</u>	<u>\$ 8,395,330</u>	<u>\$ 170,370</u>	<u>\$ 141,992</u>	<u>\$ 9,603,233</u>

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	2023						
	Agricultural Production	Commercial and Industrial	Real Estate	Consumer and Other	State and Political	Unallocated	Total
Allowance for credit losses							
Beginning balance prior to adoption of ASC 326	\$ 122,346	\$ 421,492	\$ 7,218,446	\$ 182,225	\$ 121,917	\$ 115,623	\$ 8,182,049
Impact of adopting ASC 326	(42,556)	(173,305)	427,954	(93,432)	(3,038)	(115,623)	-
Balance, beginning	79,790	248,187	7,646,400	88,793	118,879	-	8,182,049
Provision (credit) charged to expense	15,449	79,354	964,502	142,757	(2,062)	-	1,200,000
Losses charged off	(24,984)	(43,528)	-	(221,148)	-	-	(289,660)
Recoveries	1,000	9,251	-	75,188	-	-	85,439
Ending balance	<u>\$ 71,255</u>	<u>\$ 293,264</u>	<u>\$ 8,610,902</u>	<u>\$ 85,590</u>	<u>\$ 116,817</u>	<u>\$ -</u>	<u>\$ 9,177,828</u>

Internal Risk Categories

Loan grades are numbered 1 through 8. Grades 1, 2, and 3 are considered satisfactory grades. The grade of 4 represents loans of lower quality and is considered criticized. The grades of 5, 6, and 7 refer to assets that are classified. The grade of 8 refers to loans that have little value and are charged off. The use and application of these grades by the Bank is uniform and conforms to the Bank's policy.

Grade 1 (Cash Secured): Loans are fully cash secured with deposits held at the Bank.

Grade 2 (Pass): Loans graded pass are loans performing as agreed with sufficient cash flow to service debt and adequate collateral if secured. There are no material exceptions noted.

Grade 3 (Pass Needs Attention): Loans graded pass needs attention are the lessor of all non-classified credits. This grade is a placeholder for loans with a temporary issue that may be credit or collateral-related, but management deems correctable and non-critical to loan performance or lien perfection. Pass needs attention grade is temporary for 12 months or less.

Grade 4 (Special Mention): Loans graded special mention have a potential weakness that deserves management's close attention. If left uncorrected, these potential weaknesses may result in the deterioration of the repayment prospects for the loan or in the institution's credit position at some future date. Special mention loans are not adversely classified and do not expose the Bank to sufficient risk to warrant adverse classification. Special mention loans can include loans with outstanding credit and covenant exceptions and/or collateral exceptions that, if left uncorrected, can create collection issues later. Special mention grade is temporary for generally 12 to 18 months. After that time, the loan grade should generally be upgraded to pass if weaknesses have been corrected, or if not corrected, the loan should be further downgraded.

Grade 5 (Substandard): Loans classified as substandard can be inadequately protected by the current sound worth and paying capacity of the obligor or the collateral pledged, if any. Loans so classified must have a well-defined weakness, or weaknesses, that jeopardize the full collection/liquidation of the debt. They are characterized by the distinct possibility that the bank will sustain some loss of collection if the deficiencies are not corrected.

Grade 6 (Substandard Non-Accrual): Loans classified substandard non-accrual are loans that generally are or have been over 90 days delinquent. If conditions warrant, loans can be placed on non-accrual prior to 90 days delinquent. These loans have similar substandard qualities but may not be protected by the current sound worth and paying capacity of the obligor or of the collateral pledged, if any.

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These loans have a well-defined weakness that can or will jeopardize the liquidation of the debt. They are further characterized by the distinct possibility that the loan may not be fully collected/liquidated if the deficiencies are not corrected.

Grade 7 (Doubtful): Loans classified doubtful are on non-accrual with the added characteristic of doubtful loans that the weaknesses make collection or liquidation in full, based on currently existing facts, conditions, and values, highly questionable and improbable.

Grade 8 (Loss): Loans classified as loss are non-accrual loans, and the continuance as bankable assets is not warranted. This classification does not mean that the asset has absolutely no recovery or salvage value, but rather that it is not practical or desirable to defer writing off this basically worthless asset even though partial recovery may be affected in the future. These loans generally should be charged off but can be held as an asset for legal and/or collection proceedings with senior management approval.

Risk characteristics applicable to each segment of the loan portfolio are described as follows:

Agricultural Production: The agricultural production segment includes loans to companies in the ranching and farming industries. Loans in this segment are primarily secured by livestock and equipment. Risks inherent in this portfolio segment include adverse changes in climate, fluctuations in feed and livestock prices, and changes in property values.

Commercial & Industrial: This portfolio segment includes general loans to commercial borrowers. Loans in this segment may be secured by equipment and machinery, inventory, stocks and bonds, accounts receivable, or other valuable collateral. Risks inherent in this portfolio segment include fluctuations in the local and national economies which would impact the commercial entity's ability to service the loan as well as changes in the value of the underlying collateral.

Real Estate: The Real Estate portfolio segment includes all consumer, commercial, and construction and land development loans that are secured by real estate. For consumer real estate loans, repayment is primarily dependent on the personal income and credit rating of the borrowers. Credit risk in these loans can be impacted by economic conditions within the Bank's market areas that might impact either property values or a borrower's personal income. Risk is mitigated by the fact that the loans are of smaller individual amounts and spread over a large number of borrowers. Commercial real estate loans typically involve larger principal amounts, and repayment of these loans is generally dependent on the successful operations of the property securing the loan or the business conducted on the property securing the loan. These loans are viewed primarily as cash flow loans and secondarily as loans secured by real estate. Credit risk in these loans may be impacted by the creditworthiness of a borrower, property values, and the local economies in the Bank's market areas. Construction and land development real estate loans are usually based upon estimates of costs and estimated value of the completed project and include independent appraisal reviews and a financial analysis of the developers and property owners. Sources of repayment of these loans may include permanent loans, sales of developed property, or an interim loan commitment from the Bank until permanent financing is obtained. These loans are considered to be higher risk than other real estate loans due to their ultimate repayment being sensitive to interest rate changes, general economic conditions, and the availability of long-term financing. Credit risk in these loans may be impacted by the creditworthiness of a borrower, property values, and the local economies in the Bank's market areas.

Consumer and Other: This portfolio segment consists primarily of non-real estate loans to consumers. This includes loans secured by automobiles and recreational equipment, the borrowers' deposits, etc. The segment also includes unsecured loans. The risks inherent to this portfolio segment include those factors that would impact the consumer's ability to meet their obligations under the loan. These include increases in the local unemployment rate and fluctuations in consumer and business sales.

State and Political: State and political loans typically involve larger principal amounts. Repayment of these loans is primarily dependent on the financial strength of the municipality. Credit risk in these loans can be impacted by economic conditions that affect the municipality's ability to collect taxes.

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The following tables present the amortized cost basis within each credit quality indicator by year of origination, as of December 31:

	December 31, 2024						Total
	2024	2023	2022	2021	2020	Prior	
Agricultural production							
Grade							
Pass (1-2)	\$ 8,988,083	\$ 1,862,671	\$ 1,700,540	\$ 1,209,715	\$ 276,822	\$ 5,857,639	\$ 19,895,470
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard Non-Accrual (5-6)	51,510	63,116	28,755	-	695,401	233,314	1,072,096
Total agricultural production	<u>\$ 9,039,593</u>	<u>\$ 1,925,787</u>	<u>\$ 1,729,295</u>	<u>\$ 1,209,715</u>	<u>\$ 972,223</u>	<u>\$ 6,090,953</u>	<u>\$ 20,967,566</u>
Commercial and industrial							
Grade							
Pass (1-2)	\$ 24,980,080	\$ 18,142,425	\$ 11,787,702	\$ 1,505,002	\$ 6,409,364	\$ 6,035,830	\$ 68,860,403
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	34,551	34,551
Substandard and Substandard Non-Accrual (5-6)	441,730	694,160	206,869	122,640	37,334	33,453	1,536,186
Total commercial and industrial	<u>\$ 25,421,810</u>	<u>\$ 18,836,585</u>	<u>\$ 11,994,571</u>	<u>\$ 1,627,642</u>	<u>\$ 6,446,698</u>	<u>\$ 6,103,834</u>	<u>\$ 70,431,140</u>
Construction and land development							
Grade							
Pass (1-2)	\$ 35,174,785	\$ 43,445,594	\$ 21,077,076	\$ 3,309,738	\$ 5,675,322	\$ 551,704	\$ 109,234,219
Pass Needs Attention (3)	-	-	-	-	-	2,332,333	2,332,333
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard Non-Accrual (5-6)	-	-	63,828	-	-	-	63,828
Total construction and land development	<u>\$ 35,174,785</u>	<u>\$ 43,445,594</u>	<u>\$ 21,140,904</u>	<u>\$ 3,309,738</u>	<u>\$ 5,675,322</u>	<u>\$ 2,884,037</u>	<u>\$ 111,630,380</u>
Farmland							
Grade							
Pass (1-2)	\$ 11,836,847	\$ 3,464,267	\$ 4,230,051	\$ 1,922,202	\$ -	\$ 2,869,854	\$ 24,323,221
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard Non-Accrual (5-6)	-	-	-	-	-	11,642	11,642
Total farmland	<u>\$ 11,836,847</u>	<u>\$ 3,464,267</u>	<u>\$ 4,230,051</u>	<u>\$ 1,922,202</u>	<u>\$ -</u>	<u>\$ 2,881,496</u>	<u>\$ 24,334,863</u>
Other commercial real estate							
Grade							
Pass (1-2)	\$ 20,769,806	\$ 50,430,082	\$ 93,318,402	\$ 47,151,562	\$ 12,161,025	\$ 66,453,095	\$ 290,283,972
Pass Needs Attention (3)	-	-	-	-	21,436,285	-	21,436,285
Special Mention (4)	-	-	-	-	23,320	-	23,320
Substandard and Substandard Non-Accrual (5-6)	-	2,339,000	-	4,246,783	-	303,275	6,889,058
Total other commercial real estate	<u>\$ 20,769,806</u>	<u>\$ 52,769,082</u>	<u>\$ 93,318,402</u>	<u>\$ 51,398,345</u>	<u>\$ 33,620,630</u>	<u>\$ 66,756,370</u>	<u>\$ 318,632,635</u>

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	December 31, 2024						Total
	2024	2023	2022	2021	2020	Prior	
Consumer real estate							
1-4 family							
Grade							
Pass (1-2)	\$ 14,248,824	\$ 12,475,034	\$ 28,317,304	\$ 23,683,181	\$ 12,486,898	\$ 34,440,992	\$ 125,652,233
Pass Needs Attention (3)	-	-	-	-	-	95,171	95,171
Special Mention (4)	-	-	788,800	-	-	311,138	1,099,938
Substandard and Substandard							
Non-Accrual (5-6)	-	405,032	337,826	275,218	42,633	2,794,006	3,854,715
Total consumer real estate 1-4 family	<u>\$ 14,248,824</u>	<u>\$ 12,880,066</u>	<u>\$ 29,443,930</u>	<u>\$ 23,958,399</u>	<u>\$ 12,529,531</u>	<u>\$ 37,641,307</u>	<u>\$ 130,702,057</u>
Consumer and other							
Grade							
Pass (1-2)	\$ 5,847,566	\$ 3,396,124	\$ 2,024,577	\$ 885,494	\$ 463,602	\$ 635,231	\$ 13,252,594
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	2,117	-	-	2,117
Substandard and Substandard							
Non-Accrual (5-6)	1,154	189,117	115,786	85,392	6,397	490	398,336
Total consumer and other	<u>\$ 5,848,720</u>	<u>\$ 3,585,241</u>	<u>\$ 2,140,363</u>	<u>\$ 973,003</u>	<u>\$ 469,999</u>	<u>\$ 635,721</u>	<u>\$ 13,653,047</u>
State and political							
Grade							
Pass (1-2)	\$ 2,500,000	\$ 916,000	\$ 985,000	\$ 10,662,375	\$ 1,129,278	\$ 7,263,147	\$ 23,455,800
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard							
Non-Accrual (5-6)	-	-	-	-	-	-	-
Total state and political	<u>\$ 2,500,000</u>	<u>\$ 916,000</u>	<u>\$ 985,000</u>	<u>\$ 10,662,375</u>	<u>\$ 1,129,278</u>	<u>\$ 7,263,147</u>	<u>\$ 23,455,800</u>
Commercial and industrial							
Current period gross charge offs	<u>\$ 11,383</u>	<u>\$ -</u>	<u>\$ 103,466</u>	<u>\$ 548</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 115,397</u>
Construction and land development							
Current period gross charge offs	<u>\$ -</u>	<u>\$ 583,115</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 583,115</u>
Consumer and other							
Current period gross charge offs	<u>\$ 7,271</u>	<u>\$ 28,678</u>	<u>\$ 36,994</u>	<u>\$ 13,705</u>	<u>\$ 663</u>	<u>\$ 2,885</u>	<u>\$ 90,196</u>

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	December 31, 2023						Total
	2023	2022	2021	2020	2019	Prior	
Agricultural production							
Grade							
Pass (1-2)	\$ 6,214,387	\$ 3,506,886	\$ 2,482,365	\$ 1,005,753	\$ 643,808	\$ 5,941,709	\$ 19,794,908
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard							
Non-Accrual (5-6)	-	-	-	84,488	-	7,382	91,870
Total agricultural production	<u>\$ 6,214,387</u>	<u>\$ 3,506,886</u>	<u>\$ 2,482,365</u>	<u>\$ 1,090,241</u>	<u>\$ 643,808</u>	<u>\$ 5,949,091</u>	<u>\$ 19,886,778</u>
Commercial and industrial							
Grade							
Pass (1-2)	\$ 24,322,561	\$ 19,871,772	\$ 2,553,685	\$ 2,130,554	\$ 7,916,101	\$ 6,222,450	\$ 63,017,123
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	45,112	45,112
Substandard and Substandard							
Non-Accrual (5-6)	72,751	202,444	115,056	44,454	20,985	-	455,690
Total commercial and industrial	<u>\$ 24,395,312</u>	<u>\$ 20,074,216</u>	<u>\$ 2,668,741</u>	<u>\$ 2,175,008</u>	<u>\$ 7,937,086</u>	<u>\$ 6,267,562</u>	<u>\$ 63,517,925</u>
Construction and land development							
Grade							
Pass (1-2)	\$ 26,378,041	\$ 51,542,914	\$ 12,157,079	\$ 17,067,307	\$ 387,586	\$ 533,107	\$ 108,066,034
Pass Needs Attention (3)	-	-	-	-	517,209	-	517,209
Special Mention (4)	266,282	1,266,992	181,220	-	-	2,652,121	4,366,615
Substandard and Substandard							
Non-Accrual (5-6)	887,895	-	-	609,123	-	-	1,497,018
Total construction and land development	<u>\$ 27,532,218</u>	<u>\$ 52,809,906</u>	<u>\$ 12,338,299</u>	<u>\$ 17,676,430</u>	<u>\$ 904,795</u>	<u>\$ 3,185,228</u>	<u>\$ 114,446,876</u>
Farmland							
Grade							
Pass (1-2)	\$ 3,492,941	\$ 4,439,957	\$ 1,980,676	\$ -	\$ 428,880	\$ 2,804,541	\$ 13,146,995
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard							
Non-Accrual (5-6)	-	8,940,819	-	-	-	15,797	8,956,616
Total farmland	<u>\$ 3,492,941</u>	<u>\$ 13,380,776</u>	<u>\$ 1,980,676</u>	<u>\$ -</u>	<u>\$ 428,880</u>	<u>\$ 2,820,338</u>	<u>\$ 22,103,611</u>
Other commercial real estate							
Grade							
Pass (1-2)	\$ 55,619,465	\$ 74,805,956	\$ 57,824,976	\$ 27,857,266	\$ 31,741,338	\$ 47,930,538	\$ 295,779,539
Pass Needs Attention (3)	-	-	-	-	7,521,969	-	7,521,969
Special Mention (4)	-	-	-	26,063	-	-	26,063
Substandard and Substandard							
Non-Accrual (5-6)	-	-	-	-	-	167,050	167,050
Total other commercial real estate	<u>\$ 55,619,465</u>	<u>\$ 74,805,956</u>	<u>\$ 57,824,976</u>	<u>\$ 27,883,329</u>	<u>\$ 39,263,307</u>	<u>\$ 48,097,588</u>	<u>\$ 303,494,621</u>
Consumer real estate 1-4 family							
Grade							
Pass (1-2)	\$ 7,606,262	\$ 18,675,992	\$ 25,508,762	\$ 13,523,118	\$ 4,429,318	\$ 35,272,108	\$ 105,015,560
Pass Needs Attention (3)	-	-	-	-	-	23,076	23,076
Special Mention (4)	-	-	-	-	-	336,510	336,510
Substandard and Substandard							
Non-Accrual (5-6)	-	296,603	-	69,705	104,530	2,803,488	3,274,326
Total consumer real estate 1-4 family	<u>\$ 7,606,262</u>	<u>\$ 18,972,595</u>	<u>\$ 25,508,762</u>	<u>\$ 13,592,823</u>	<u>\$ 4,533,848</u>	<u>\$ 38,435,182</u>	<u>\$ 108,649,472</u>

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	December 31, 2023						
	2023	2022	2021	2020	2019	Prior	Total
Consumer and other							
Grade							
Pass (1-2)	\$ 6,024,449	\$ 3,693,125	\$ 2,003,696	\$ 677,578	\$ 759,622	\$ 216,188	\$ 13,374,658
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	12,817	-	6,237	-	19,054
Substandard and Substandard							
Non-Accrual (5-6)	18,542	32,825	120,573	10,317	-	-	182,257
Total consumer and other	<u>\$ 6,042,991</u>	<u>\$ 3,725,950</u>	<u>\$ 2,137,086</u>	<u>\$ 687,895</u>	<u>\$ 765,859</u>	<u>\$ 216,188</u>	<u>\$ 13,575,969</u>
State and political							
Grade							
Pass (1-2)	\$ 995,000	\$ 1,144,111	\$ 11,112,567	\$ 1,220,352	\$ 763,319	\$ 7,323,500	\$ 22,558,849
Pass Needs Attention (3)	-	-	-	-	-	-	-
Special Mention (4)	-	-	-	-	-	-	-
Substandard and Substandard							
Non-Accrual (5-6)	-	-	-	-	-	-	-
Total state and political	<u>\$ 995,000</u>	<u>\$ 1,144,111</u>	<u>\$ 11,112,567</u>	<u>\$ 1,220,352</u>	<u>\$ 763,319</u>	<u>\$ 7,323,500</u>	<u>\$ 22,558,849</u>
Agricultural production							
Current period gross charge offs	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,984</u>	<u>\$ 24,984</u>
Commercial and industrial							
Current period gross charge offs	<u>\$ -</u>	<u>\$ 20,759</u>	<u>\$ 15,761</u>	<u>\$ 7,008</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 43,528</u>
Consumer and other							
Current period gross charge offs	<u>\$ 11,944</u>	<u>\$ 141,610</u>	<u>\$ 54,966</u>	<u>\$ 8,181</u>	<u>\$ 1,120</u>	<u>\$ 3,327</u>	<u>\$ 221,148</u>

The following tables present the Bank's loan portfolio aging analysis of the recorded investment in loans as of December 31, 2024 and 2023:

	2024						Nonaccrual Loans No ACL
	30-89 Days Past Due	Greater Than 90 Days and Accruing	Total Past Due	Nonaccrual Loans	Current	Total Loans	
Agricultural production	\$ -	\$ -	\$ -	\$ 922,096	\$ 20,045,470	\$ 20,967,566	\$ 219,316
Commercial and industrial	1,318,164	100,179	1,418,343	372,296	68,640,501	70,431,140	76,307
Real estate							
Construction and land development	-	63,828	63,828	-	111,566,552	111,630,380	-
Farmland	-	-	-	-	24,334,863	24,334,863	-
Other commercial real estate	9,059,293	-	9,059,293	38,719	309,534,623	318,632,635	-
Consumer real estate							
1-4 family	3,241,326	132,074	3,373,400	1,205,593	126,123,064	130,702,057	869,184
Consumer and other	635,958	63,515	699,473	80,507	12,873,067	13,653,047	-
State and political	-	-	-	-	23,455,800	23,455,800	-
	<u>\$ 14,254,741</u>	<u>\$ 359,596</u>	<u>\$ 14,614,337</u>	<u>\$ 2,619,211</u>	<u>\$ 696,573,940</u>	<u>\$ 713,807,488</u>	<u>\$ 1,164,807</u>

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	2023						Nonaccrual Loans No ACL
	30-89 Days Past Due	Greater Than 90 Days and Accruing	Total Past Due	Nonaccrual Loans	Current	Total Loans	
Agricultural production	\$ 53,365	\$ -	\$ 53,365	\$ 84,488	\$ 19,748,925	\$ 19,886,778	\$ -
Commercial and industrial	980,021	84,669	1,064,690	82,463	62,370,772	63,517,925	-
Real estate							
Construction and land development	526,407	381,216	907,623	1,497,017	112,042,236	114,446,876	-
Farmland	-	-	-	8,940,819	13,162,792	22,103,611	-
Other commercial real estate	3,494,862	-	3,494,862	53,720	299,946,039	303,494,621	-
Consumer real estate							
1-4 family	2,818,427	66,194	2,884,621	841,317	104,923,534	108,649,472	308,258
Consumer and other	512,864	21,924	534,788	78,659	12,962,522	13,575,969	-
State and political	-	-	-	-	22,558,849	22,558,849	-
	<u>\$ 8,385,946</u>	<u>\$ 554,003</u>	<u>\$ 8,939,949</u>	<u>\$ 11,578,483</u>	<u>\$ 647,715,669</u>	<u>\$ 668,234,101</u>	<u>\$ 308,258</u>

The Bank had no loan modifications made to borrowers experiencing financial difficulty for the years ended December 31, 2024 and 2023.

The following tables presents the amortized cost basis of collateral-dependent loans by class of loans as of December 31:

	2024				
	Residential Real Estate/Lots	Commercial Real Estate	Vehicles & Equipment	Cash & Accounts Cash	Accounts Receivable & Other
Agricultural production	\$ -	\$ -	\$ 169,955	\$ 50,000	\$ 627,801
Commercial and industrial	-	628,061	359,236	-	160,880
Real estate					
Construction and land development	63,828	-	-	-	-
Farmland	-	-	-	-	-
Other commercial real estate	-	6,758,798	-	-	-
Consumer real estate					
1-4 family	2,233,476	-	-	-	-
Consumer and other	-	-	63,747	-	-
State and political	-	-	-	-	-
	<u>\$ 2,297,304</u>	<u>\$ 7,386,859</u>	<u>\$ 592,938</u>	<u>\$ 50,000</u>	<u>\$ 788,681</u>

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	2023		
	Residential Real Estate/Lots	Commercial Real Estate	Vehicles & Equipment
Agricultural production	\$ -	\$ -	\$ -
Commercial and industrial	-	-	32,764
Real estate			
Construction and land development	1,497,017	-	-
Farmland	-	8,940,819	-
Other commercial real estate	-	-	-
Consumer real estate			
1-4 family	654,379	-	-
Consumer and other	-	-	-
State and political	-	-	-
	<u>\$ 2,151,396</u>	<u>\$ 8,940,819</u>	<u>\$ 32,764</u>

Note 5. Premises and Equipment

Major classifications of premises and equipment, stated at cost, are as follows:

	2024	2023
Land	\$ 1,064,705	\$ 1,064,705
Buildings and improvements	9,381,624	9,167,129
Furniture, fixtures, and equipment	10,189,379	9,541,509
Fine art	1,127,002	1,127,002
Construction in progress	27,478	132,450
	<u>21,790,188</u>	<u>21,032,795</u>
Less accumulated depreciation	<u>(14,088,208)</u>	<u>(13,506,705)</u>
Net premises and equipment	<u>\$ 7,701,980</u>	<u>\$ 7,526,090</u>

Depreciation expense for the years ended December 31, 2024 and 2023 totaled \$571,476 and \$616,051, respectively.

Note 6. Time Deposits

Time deposits in denominations of \$250,000 or more were \$793,659,867 and \$814,968,657 at December 31, 2024 and 2023, respectively.

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The scheduled maturities of time deposits were as follows at December 31, 2024:

2025	\$ 844,147,668
2026	6,969,339
2027	2,304,770
2028	311,590
2029	499,222
	<u>\$ 854,232,589</u>

Note 7. Borrowings

Advances From the Federal Home Loan Bank

The Bank can utilize short- and long-term advances from the Federal Home Loan Bank (FHLB) as part of its asset liability management strategy. No amounts were outstanding with the FHLB at December 31, 2024 and 2023. Based on specific investment securities held at the FHLB, a blanket lien agreement on first mortgage loans, and the Bank's holdings of FHLB stock, the Bank is eligible to borrow up to a total of \$209,075,150 at December 31, 2024.

Federal Funds Lines

The Bank maintains unsecured federal funds lines at various correspondent banks. At December 31, 2024, the Bank was eligible to borrow \$125,000,000. No amounts were outstanding under these lines at December 31, 2024 and 2023. Federal funds lines are uncommitted, and funding requests made by the Bank are subject to the lending institutions' approval and funding availability at the time of the request.

Repurchase Agreements

The Bank has established agreements for securities repurchase agreements at various financial institutions. At December 31, 2024, the Bank was eligible to execute approximately \$261,000,000 based on unpledged securities. No amounts were outstanding under these agreements at December 31, 2024 and 2023, and these agreements are subject to the lending institutions' approval and funding availability at the time of the request.

Note 8. Derivative Financial Instruments

In the normal course of business, the Bank uses various derivative financial instruments to manage its interest rate risk and market risks in accommodating the needs of its customers. These instruments carry varying degrees of credit, interest rate and market or liquidity risks. Derivative instruments are recognized as either assets or liabilities in the accompanying financial statements and are measured at fair value.

Fair Value Hedge

In April 2018, the Bank entered into an interest rate swap to hedge a \$55,000,000 pool of 25-year fixed-rate mortgages using the last-of-layer method. The Bank identified 50% of this pool to be the "last-of-layer" to be hedged. This was designated as a fair value hedge and matures April 1, 2026. The original notional amount of the loans being hedged was \$27,498,867.

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For derivative instruments that are designated and qualify as a fair value hedge, the change in the gain or loss on the derivative as well as the offsetting change in the gain or loss on the hedged item attributable to the hedged risk are recognized in current earnings.

Interest rate swap agreements are entered into to reduce the exposure to changes in the fair value of fixed-rate loans.

During 2023, the Bank terminated the interest rate swap agreement. At the date of termination of the interest rate swap agreement, the cumulative basis adjustment to the loans was \$(567,183). The amount remaining to be amortized at December 31, 2023 was \$(402,998), which was fully amortized during 2024.

The following table presents the effect of derivative instruments on the statements of income for the years ended December 31, 2024 and 2023:

Fair Value Hedges	Location of Gain (Loss) Recognized in Income	Amount of Gain (Loss) Recognized in Income	
		2024	2023
Interest rate swaps	Interest income, loans including fees	\$ 402,998	\$ 183,124

Note 9. Income Taxes

Income tax expense includes these components:

	2024	2023
Taxes currently payable	\$ 5,301,030	\$ 6,411,798
Deferred income taxes	(153,955)	(6,783)
Income tax expense	<u>\$ 5,147,075</u>	<u>\$ 6,405,015</u>

A reconciliation of income tax expense at the statutory rate to the Bank's actual income tax expense is shown below:

	2024	2023
Computed at the statutory rate (21%)	\$ 5,251,410	\$ 6,557,414
Increase (decrease) resulting from		
Tax exempt interest	(203,705)	(206,815)
Nondeductible expenses	7,160	6,875
State income taxes	16,116	(1,769)
Other	76,094	49,310
Actual tax expense	<u>\$ 5,147,075</u>	<u>\$ 6,405,015</u>

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The tax effects of temporary differences related to deferred taxes shown on the balance sheets were:

	<u>2024</u>	<u>2023</u>
Deferred tax assets		
Allowance for credit losses	\$ 2,452,513	\$ 2,363,178
Net unrealized loss on securities available-for-sale	27,827,799	26,805,582
Deferred compensation	99,963	73,005
Other	166,515	131,871
	<u>30,546,790</u>	<u>29,373,636</u>
Deferred tax liabilities		
Depreciation	(95,681)	(167,847)
Pension plan	(2,881,453)	(2,366,722)
Federal Home Loan Bank stock	(30,921)	(21,093)
Equity securities and cash flow hedge	(58,535)	(73,324)
	<u>(3,066,590)</u>	<u>(2,628,986)</u>
Net deferred tax asset	<u>\$ 27,480,200</u>	<u>\$ 26,744,650</u>

No valuation allowance for deferred tax assets was recorded at December 31, 2024 and 2023 as management believes it is more likely than not that all of the deferred tax assets will be realized against deferred tax liabilities and projected future taxable income. The amount of taxes currently receivable (payable) as of December 31, 2024 and 2023 was \$(188,100) and \$288,207, respectively.

The Bank files a United States federal income tax return. With few exceptions, the Bank is no longer subject to examination by the United States federal tax authorities for years prior to 2021.

Note 10. Regulatory Matters

The Bank is subject to various regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory and possibly additional discretionary actions by regulators that, if undertaken, could have a direct material effect on the Bank's financial statements. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Bank must meet specific capital guidelines that involve quantitative measures of the Bank's assets, liabilities, and certain off-balance sheet items as calculated under U.S. GAAP, regulatory reporting requirements and regulatory capital standards.

The Bank's capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk weightings, and other factors. Furthermore, the Bank's regulators could require adjustments to regulatory capital not reflected in these financial statements.

Quantitative measures established by regulatory reporting standards to ensure capital adequacy require the Bank to maintain minimum amounts and ratios (set forth in the table below) of total and Tier I capital (as defined) to risk-weighted assets (as defined), common equity Tier I capital (as defined) to total risk-weighted assets (as defined) and of Tier I capital (as defined) to average assets (as defined). Management believes, as of December 31, 2024 and 2023, that the Bank meets all capital adequacy requirements to which it is subject.

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In 2019, the federal banking agencies jointly issued a final rule that provides for an optional, simplified measure of capital adequacy, the community bank leverage ratio framework (CBLR framework), for qualifying community banking organizations, consistent with Section 201 of the *Economic Growth, Regulatory Relief and Consumer Protection Act*. The final rule became effective on January 1, 2020 and was elected by the Bank as of December 31, 2024.

The community bank leverage ratio removes the requirement for qualifying banking organizations to calculate and report risk-based capital but rather only requires a Tier 1 to average assets (leverage) ratio. Qualifying banking organizations that elect to use the community bank leverage ratio framework and that maintain a leverage ratio of greater than required minimums will be considered to have satisfied the generally acceptable risk based and leverage capital requirements in the agencies' capital rules (generally applicable rule) and, if applicable will be considered to have met the well capitalized ratio requirements for purposes of section 38 of the *Federal Deposit Insurance Act*. Under the interim final rules the community bank leverage ratio minimum requirement is 9% for calendar year 2022 and beyond. The interim rule allows for a two-quarter grace period to correct a ratio that falls below the required amount, provided that the Bank maintains a leverage ratio greater than 8%.

Under the final rule, an eligible banking organization can opt out of the CBLR framework and revert to the risk-weighting framework without restriction. As of December 31, 2024 the Bank was a qualifying community banking organization as defined by the federal banking agencies and elected to measure capital adequacy under the CBLR framework. As of December 31, 2023, the bank was subject to the non-CLBR framework.

As of December 31, 2024 and 2023, the most recent notification from the Bank's regulators categorized the Bank as well capitalized under the regulatory framework for prompt corrective action. To be categorized as well capitalized, the Bank must maintain minimum total risk-based capital, Tier I risk-based capital, common equity Tier I risk-based capital, and Tier I leverage ratios as set forth in the following tables. There are no conditions or events since that notification that management believes have changed the Bank's category.

The Bank's actual capital amounts and ratios as of December 31, 2024 are presented in the following table:

	Actual		Minimum to be Well Capitalized Under Prompt Corrective Action Provisions (CBLR Framework)	
	Amount	Ratio	Amount	Ratio
	(Dollars in Thousands)			
December 31, 2024				
Tier I capital				
(to average assets)	\$ 257,425	13.88%	\$ 166,898	9.00%

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The Bank's actual capital amounts and ratios as of December 31, 2023 are presented in the following table:

	Actual		Minimum Capital Requirement		Minimum to be Well Capitalized Under Prompt Corrective Action Provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
(Dollars in Thousands)						
December 31, 2023						
Total risk-based capital						
(to risk-weighted assets)	\$ 254,264	28.02%	\$ 95,289	10.50%	\$ 90,751	10.00%
Tier I capital						
(to risk-weighted assets)	\$ 243,011	26.78%	\$ 77,138	8.50%	\$ 72,601	8.00%
Common equity Tier I capital						
(to risk-weighted assets)	\$ 243,011	26.78%	\$ 63,526	7.00%	\$ 58,988	6.50%
Tier I capital						
(to average assets)	\$ 243,011	12.05%	\$ 80,656	4.00%	\$ 100,820	5.00%

The above minimum capital requirements include the capital conservation buffer. The Bank is subject to certain restrictions on the amount of dividends that it may declare without prior regulatory approval. At December 31, 2024, \$61,650,352 of retained earnings were available for dividend declaration without prior regulatory approval.

Note 11. Pension and Employee Benefits

Pension Plan

The Bank has a noncontributory defined benefit pension plan covering all employees who meet the eligibility requirements prior to freezing the plan. Effective March 31, 2020, no new participants are allowed to enter the plan. The Bank's funding policy is to make the minimum annual contribution that is required by applicable regulations, plus such amounts as the Bank may determine to be appropriate from time to time. The Bank did not contribute to the plan during 2024 or 2023 and does not expect to contribute in 2025.

In August 2023, the Bank purchased annuities for 86 participants from Metropolitan Life, totaling \$13,356,000. The impact of this purchase was reflected through settlement accounting with a mid-year remeasurement as of August 31, 2023. The discount rate as of August 31, 2023 was 5.50%, unchanged from the beginning of year rate. All other assumptions as of August 31, 2023 were also unchanged.

In December 2023, lump sums totaling \$1,662,427 were paid, settling liabilities for 25 additional participants. The impact of this bulk lump sum offering was reflected through settlement accounting as of December 31, 2023.

The Bank uses a December 31 measurement date for the plan. Information about the plan's funded status follows:

	2024	2023
Benefit obligation	\$ (9,342,719)	\$ (9,392,097)
Fair value of plan assets	23,063,923	20,662,201
Funded status	<u>\$ 13,721,204</u>	<u>\$ 11,270,104</u>

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Amounts recognized in accumulated other comprehensive income (loss) not yet recognized as components of net periodic benefit cost consist of:

	<u>2024</u>	<u>2023</u>
Net loss (gain)	\$ (1,122,253)	\$ 535,327
Prior service cost	<u>-</u>	<u>-</u>
	<u>\$ (1,122,253)</u>	<u>\$ 535,327</u>

The accumulated benefit obligation was \$8,146,890 and \$7,921,415 at December 31, 2024 and 2023, respectively.

Other significant balances and costs are:

	<u>2024</u>	<u>2023</u>
Employer contributions	\$ -	\$ -
Benefits paid	\$ 23,809	\$ 840,682
Settlements	\$ -	\$ 15,018,427
Net periodic pension income	\$ (352,897)	\$ (957,854)

Net periodic pension cost consisted of the following for the years ended December 31:

	<u>2024</u>	<u>2023</u>
Employer service cost	\$ 493,997	\$ 543,107
Settlement gain	-	(544,676)
Other component of net periodic benefit income	<u>(846,894)</u>	<u>(956,285)</u>
Net periodic pension income	<u>\$ (352,897)</u>	<u>\$ (957,854)</u>

The employer service costs above are recognized in salaries and employee benefits in the accompanying statements of income. The other components of net periodic pension cost are recognized in other income in the accompanying statements of income.

Other changes in plan assets and benefit obligations recognized in other comprehensive income:

	<u>2024</u>	<u>2023</u>
Amounts arising during the period		
Net (gain) loss	\$ (2,098,203)	\$ 1,210,956
Amounts reclassified as components of net periodic benefit cost of the period		
Settlement gain	\$ -	\$ (544,676)

Significant gains and losses related to changes in the defined benefit obligation for the years ended December 31, 2024 and 2023 were due to changes in actual versus expected rate of return, changes in the discount rate and changes in mortality assumptions.

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Significant assumptions include:

Weighted-average assumptions used to determine benefit obligations		
Discount rate	5.95%	5.25%
Rate of compensation increase	3.00%	3.00%
Weighted-average assumptions used to determine benefit costs		
Discount rate	5.25%	5.50%
Expected return on plan assets	6.50%	6.50%
Rate of compensation increase	3.00%	3.00%

The Bank has estimated the long-term rate of return on plan assets based primarily on historical returns on plan assets, adjusted for changes in target portfolio allocations and recent changes in long-term interest rates based on publicly available information.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid as of December 31, 2024:

2025	\$	308,866
2026	\$	352,191
2027	\$	357,046
2028	\$	391,891
2029	\$	458,422
2030—20234	\$	2,987,809

Pension plan assets are managed by the Compensation Committee of the Bank. The Compensation Committee is comprised of outside directors, including the chairman of the board of directors. Investment results and risk are monitored and managed by the Compensation Committee. Resulting decisions and subsequent actions are based on the consensus of the Compensation Committee. The plan does not hold any stock of the Bank.

The Bank's primary objective of its investment strategy is to provide for growth of the asset values over time while reducing overall volatility through diversification of asset classes, economic sectors, and security issuers.

The target asset allocation percentages are as follows:

	2024	2023
Not to Exceed		
Cash	0%—10%	0%—10%
Equity securities	0%—40%	20%—60%
Fixed income	60%—95%	40%—80%

Equity securities primarily include investments in large-cap and mid-cap companies primarily located in the United States. Fixed-income securities include corporate and municipal bonds.

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Pension Plan Assets

Following is a description of the valuation methodologies used for pension plan assets measured at fair value on a recurring basis and recognized in the accompanying balance sheets, as well as the general classification of pension plan assets pursuant to the valuation hierarchy.

Where quoted market prices are available in an active market, plan assets are classified within Level 1 of the valuation hierarchy. Level 1 plan assets include cash and cash equivalents and equity securities. If quoted market prices are not available, then fair values are estimated by using pricing models, quoted prices of plan assets with similar characteristics, or discounted cash flows. Level 2 plan assets include fixed income securities. In certain cases where Level 1 or Level 2 inputs are not available, plan assets are classified within Level 3 of the hierarchy. There are no Level 3 assets included in the plan at December 31, 2024 and 2023.

The fair values of the Bank's pension plan assets by asset class are as follows at December 31:

Asset Class	2024			
	Fair Value Measurements Using			
	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents	\$ 161,447	\$ 161,447	\$ -	\$ -
Equities	9,303,987	9,303,987	-	-
Fixed income	13,598,489	-	13,598,489	-
Total	<u>\$ 23,063,923</u>	<u>\$ 9,465,434</u>	<u>\$ 13,598,489</u>	<u>\$ -</u>

Asset Class	2023			
	Fair Value Measurements Using			
	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents	\$ 774,833	\$ 774,833	\$ -	\$ -
Equities	11,657,613	11,657,613	-	-
Fixed income	8,229,755	-	8,229,755	-
Total	<u>\$ 20,662,201</u>	<u>\$ 12,432,446</u>	<u>\$ 8,229,755</u>	<u>\$ -</u>

Profit-Sharing Plan

On February 1, 2020, the Bank established a 401(k) profit-sharing plan covering substantially all employees. The Bank's contributions to the plan are determined annually by the board of directors. The Bank accrued \$50,004 and \$21,280 in contributions for the years ended December 31, 2024 and 2023, respectively.

Deferred Compensation Agreement

The Bank has a deferred compensation agreement with the chief executive officer that calls for payments to be made in the future based on the year in which the individual separates service from the Bank, as long as that separation is not for cause. The agreement also contains change of control provisions.

The Bank has recorded a liability related to the agreement of \$476,016 and \$347,641 at December 31, 2024 and 2023, respectively. Total expense related to the agreement was \$128,375 and \$69,528 for the years ended December 31, 2024 and 2023, respectively.

Note 12. Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive income (loss) included in stockholders' equity are as follows:

	<u>2024</u>	<u>2023</u>
Net unrealized loss on available-for-sale debt securities	\$(132,513,328)	\$(127,645,626)
Net defined benefit pension plan deferred amounts	<u>1,420,574</u>	<u>(677,629)</u>
	(131,092,754)	(128,323,255)
Tax effect	<u>(27,529,478)</u>	<u>(26,947,884)</u>
Net-of-tax amount	<u><u>\$(103,563,276)</u></u>	<u><u>\$(101,375,371)</u></u>

Note 13. Changes in Accumulated Other Comprehensive Income (Loss) by Component

Amounts reclassified from accumulated other comprehensive income (loss) (AOCI) and the affected line items in the statements of income were as follows during the years ended December 31:

	Amounts Reclassified from AOCI		Affected Line Item in the Statements of Income
	<u>2024</u>	<u>2023</u>	
Amortization of defined benefit pension items			
Settlement gain	\$ -	\$ 544,676	Other income
Tax effect	<u>-</u>	<u>114,382</u>	Income tax expense
Net reclassified amount	<u><u>\$ -</u></u>	<u><u>\$ 430,294</u></u>	

Note 14. Related-Party Transactions

At December 31, 2024 and 2023, the Bank had loans outstanding to executive officers, directors, significant shareholders, and their affiliates (related parties) in the amount of \$333,662 and \$340,035, respectively.

In management's opinion, such loans and other extensions of credit and deposits were made in the ordinary course of business and were made on substantially the same terms (including interest rates and collateral) as those prevailing at the time for comparable transactions with other persons. Further, in management's opinion, these loans did not involve more than normal risk of collectibility or present other unfavorable features.

Deposits from related parties held by the Bank at December 31, 2024 and 2023 totaled \$499,934,828 and \$565,742,589, respectively.

Directors fees and expenses amounted to \$243,800 and \$230,350 for the years ended December 31, 2024 and 2023, respectively.

The Bank leases a portion of its premises to certain principal shareholders and directors. The Bank received rental income from these related parties of \$14,460 for the years ended December 31, 2024 and 2023.

First State Bank of Uvalde and Security State Bank of Pearsall are under the common control of Briscoe Ranch, Inc., a bank holding company. All transactions between the banks were made in the ordinary course of business.

Note 15. Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. The hierarchy comprises three levels of inputs that may be used to measure fair value:

- Level 1** Quoted prices in active markets for identical assets or liabilities
- Level 2** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
- Level 3** Unobservable inputs supported by little or no market activity and that are significant to the fair value of the assets or liabilities

Recurring Measurements

The following tables present the fair value measurements of assets and liabilities recognized in the accompanying balance sheets measured at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall at December 31.

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

		Fair Value Measurements Using			
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments Measured at NAV
December 31, 2024		Total Fair Value			
Assets					
Mortgage-backed securities					
GSE residential	\$ 554,532,206	\$ -	\$ 554,532,206	\$ -	\$ -
GSE commercial	108,635,765	-	108,635,765	-	-
Private-label residential	5,039,500	-	5,039,500	-	-
Corporate bonds	1,712,760	-	1,712,760	-	-
State and political subdivisions	11,844,781	-	11,844,781	-	-
Preferred Securities	9,308,749	-	9,308,749	-	-
Total available-for-sale securities	<u>\$ 691,073,761</u>	<u>\$ -</u>	<u>\$ 691,073,761</u>	<u>\$ -</u>	<u>\$ -</u>
Equity securities	<u>\$ 1,249,331</u>	<u>\$ 1,249,331</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

		Fair Value Measurements Using			
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments Measured at NAV
December 31, 2023		Total Fair Value			
Assets					
Mortgage-backed securities					
GSE residential	\$ 638,143,624	\$ -	\$ 638,143,624	\$ -	\$ -
GSE commercial	115,132,133	-	115,132,133	-	-
Private-label residential	5,559,199	-	5,559,199	-	-
Corporate bonds	1,642,860	-	1,642,860	-	-
State and political subdivisions	13,486,433	-	13,486,433	-	-
SBA loan pools	9,233,356	-	9,233,356	-	-
Total available-for-sale securities	<u>\$ 783,197,605</u>	<u>\$ -</u>	<u>\$ 783,197,605</u>	<u>\$ -</u>	<u>\$ -</u>
Equity securities	<u>\$ 1,105,220</u>	<u>\$ 1,105,220</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Following is a description of the valuation methodologies and inputs used for assets and liabilities measured at fair value on a recurring basis and recognized in the accompanying balance sheets, as well as the general classification of such assets and liabilities pursuant to the valuation hierarchy. There have been no significant changes in the valuation techniques during the year ended December 31, 2024 or 2023.

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

Available-for-Sale Debt Securities and Equity Securities

Where quoted market prices are available in an active market, securities are classified within Level 1 of the valuation hierarchy. If quoted market prices are not available, then fair values are estimated by using quoted prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced market parameters, including, but not limited to, yield curves, interest rates, volatilities, prepayments, defaults, cumulative loss projections, and cash flows. Such securities are classified in Level 2 of the valuation hierarchy. In certain cases where Level 1 or Level 2 inputs are not available, securities are classified within Level 3 of the hierarchy.

Nonrecurring Measurements

The following table presents the fair value measurement of assets and liabilities measured at fair value on a nonrecurring basis and the level within the fair value hierarchy in which the fair value measurements fall at December 31:

	Fair Value	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
December 31, 2024				
Collateral-dependent loans	\$ 10,669,584	\$ -	\$ -	\$ 10,669,584
Other real estate owned held for sale	\$ 335,000	\$ -	\$ -	\$ 335,000
December 31, 2023				
Collateral-dependent loans	\$ 10,730,979	\$ -	\$ -	\$ 10,730,979

Following is a description of the valuation methodologies and inputs used for assets and liabilities measured at fair value on a nonrecurring basis and recognized in the accompanying balance sheets, as well as the general classification of such assets and liabilities pursuant to the valuation hierarchy. For assets classified within Level 3 of the fair value hierarchy, the process used to develop the reported fair value is described below.

Collateral-Dependent Loans, Net of Allowance for Credit Losses

The estimated fair value of collateral-dependent loans is based on the appraised fair value of the collateral, less estimated cost to sell. Collateral-dependent loans are classified within Level 3 of the fair value hierarchy.

The Bank considers the appraisal or evaluation as the starting point for determining fair value and then considers other factors and events in the environment that may affect the fair value. Appraisals of the collateral underlying collateral-dependent loans are obtained when the loan is determined to be collateral-dependent and subsequently as deemed necessary. Appraisals are reviewed for accuracy and consistency. Appraisers are selected from the list of approved appraisers maintained by management. The appraised values are reduced by discounts to consider lack of marketability and estimated cost to sell if repayment or satisfaction of the loan is dependent on the sale of the collateral. These discounts and estimates are developed by comparison to historical results. The primary unobservable input in determining the fair value of collateral dependent loans is the marketability discount, which is estimated at 10% to 30%.

First State Bank of Uvalde
Notes to Financial Statements
December 31, 2024 and 2023

Other Real Estate Owned Held for Sale

Other real estate owned held for sale are carried at the lower of fair value at acquisition date or current estimated fair value, less estimated cost to sell when the real estate is acquired. Estimated fair value of other real estate owned held for sale is based on appraisals or evaluations. Other real estate owned held for sale are classified within Level 3 of the fair value hierarchy.

Appraisals of other real estate owned held for sale are obtained when the real estate is acquired and subsequently as deemed necessary by the Bank.

Fair Value of Financial Instruments

The following table presents estimated fair values of the Bank's financial instruments and the level within the fair value hierarchy in which the fair value measurements fall at December 31:

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Carrying Amount				
December 31, 2024				
Financial assets				
Cash and cash equivalents	\$ 368,404,938	\$ 368,404,938	\$ -	\$ -
Loans, net of allowance for credit losses	\$ 704,204,255	\$ -	\$ -	\$ 678,484,255
Federal Home Loan Bank stock	\$ 907,100	\$ -	\$ 907,100	\$ -
Accrued interest receivable	\$ 6,003,636	\$ -	\$ 6,003,636	\$ -
Financial liabilities				
Deposits	\$ 1,656,317,069	\$ -	\$ 1,554,700,069	\$ -
Accrued interest payable	\$ 5,393,925	\$ -	\$ 5,393,925	\$ -
December 31, 2023				
Financial assets				
Cash and cash equivalents	\$ 422,382,294	\$ 422,382,294	\$ -	\$ -
Loans, net of allowance for credit losses	\$ 658,653,275	\$ -	\$ -	\$ 632,360,275
Federal Home Loan Bank stock	\$ 860,300	\$ -	\$ 860,300	\$ -
Accrued interest receivable	\$ 5,937,462	\$ -	\$ 5,937,462	\$ -
Financial liabilities				
Deposits	\$ 1,768,894,155	\$ -	\$ 1,680,078,155	\$ -
Accrued interest payable	\$ 5,854,194	\$ -	\$ 5,854,194	\$ -

Note 16. Significant Estimates and Concentrations

U.S. GAAP requires disclosure of certain significant estimates and current vulnerabilities due to certain concentrations. Estimates related to the allowance for credit losses are reflected in the footnote regarding loans. Current vulnerabilities due to certain concentrations of credit risk are discussed in the footnote on commitments and credit risk. Other significant estimates and concentrations include the following:

General Litigation

The Bank is subject to claims and lawsuits that arise primarily in the ordinary course of business. It is the opinion of management the disposition or ultimate resolution of such claims and lawsuits will not have a material adverse effect on the financial position, results of operations, and cash flows of the Bank.

Pension Obligations

The Bank has a noncontributory defined benefit pension plan whereby it agrees to provide certain postretirement benefits to eligible employees. The benefit obligation is the actuarial present value of all benefits attributed to service rendered prior to the valuation date based on the projected unit credit cost method. It is reasonably possible that events could occur that would change the estimated amount of this liability materially in the near term.

Investments

The Bank invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the accompanying balance sheets.

Deposits

A major customer is defined as one with deposits comprising greater than 5% of the Bank's total deposits. As of December 31, 2024 and 2023, the Bank had one customer, who is not a related party, that represents approximately \$284,613,000 and \$309,425,000, respectively, of the Bank's total deposits. There were no unrelated customers with over 5% of deposits as of December 31, 2023.

Note 17. Commitments and Credit Risk

Commitments to Originate Loans

Commitments to originate loans are agreements to lend to a customer as long as there is no violation of any condition established in the contract. Commitments generally have fixed expiration dates or other termination clauses and may require payment of a fee. Since a portion of the commitments may expire without being drawn upon, the total commitment amounts do not necessarily represent future cash requirements. Each customer's creditworthiness is evaluated on a case-by-case basis. The amount of collateral obtained, if deemed necessary, is based on management's credit evaluation of the counterparty.

Collateral held varies, but may include accounts receivable, inventory, property, plant and equipment, commercial real estate and residential real estate.

At December 31, 2024 and 2023, the Bank had \$35,625,367 and \$36,251,547, respectively, in outstanding commitments to originate loans.

Standby Letters of Credit

Standby letters of credit are irrevocable conditional commitments issued by the Bank to guarantee the performance of a customer to a third party. Financial standby letters of credit are primarily issued to support public and private borrowing arrangements, including commercial paper, bond financing, and similar transactions. Performance standby letters of credit are issued to guarantee performance of certain customers under nonfinancial contractual obligations.

The credit risk involved in issuing standby letters of credit is essentially the same as that involved in extending loans to customers. Fees for letters of credit issued after are initially recorded by the Bank as deferred revenue and are included in earnings at the termination of the respective agreements. Should the Bank be obligated to perform under the standby letters of credit, the Bank may seek recourse from the customer for reimbursement of amounts paid.

The Bank had total outstanding standby letters of credit amounting to \$1,194,429 and \$1,347,130 at December 31, 2024 and 2023, respectively, with terms ranging from 6 to 36 months.

Lines of Credit

Lines of credit are agreements to lend to a customer as long as there is no violation of any condition established in the contract. Lines of credit generally have fixed expiration dates. Since a portion of the line may expire without being drawn upon, the total unused lines do not necessarily represent future cash requirements. Each customer's creditworthiness is evaluated on a case-by-case basis. The amount of collateral obtained, if deemed necessary, is based on management's credit evaluation of the counterparty. Collateral held varies but may include accounts receivable, inventory, property, plant and equipment, commercial real estate, and residential real estate. Management uses the same credit policies in granting lines of credit as it does for on-balance-sheet instruments.

At December 31, 2024 and 2023, the Bank had granted unused lines of credit to borrowers aggregating \$86,490,234 and \$140,270,691, respectively.

The total allowance for credit losses on standby letters of credit and lines of credit was \$2,075,402 as of December 31, 2024 and 2023.

Note 18. Subsequent Events

Subsequent events have been evaluated through April 22, 2025, which is the date the financial statements were available to be issued.



FSB Call Report for
June 30, 2025

Federal Financial Institutions Examination Council

**Consolidated Reports of Condition and Income for
a Bank with Domestic Offices Only and Total Assets
Less than \$5 Billion - FFIEC 051****Report at the close of business June 30, 2025**

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. § 1817 (State nonmember banks); 12 U.S.C. § 161 (National banks); and 12 U.S.C. § 1464 (Savings associations). Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations. This report form is to be filed by banks with domestic offices only and total assets

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

Mallory Taylor *Exp & CFO*
Signature of Chief Financial Officer (or Equivalent)

7-28-25
Date of Signature

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at cdr.help@cdr.ffiec.gov.

(20250630)

(RCON 9999)

less than \$5 billion, except such banks that (1) are advanced approaches institutions or are subject to Category III capital standards for regulatory capital purposes, (2) are large or highly complex institutions for deposit insurance assessment purposes, or (3) have elected, or have been required by their primary federal regulator, to file the FFIEC 041.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

[Signature]
Director (Trustee)_____
Director (Trustee)_____
Director (Trustee)

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

First State Bank Of Uvalde

Legal Title of Bank (RSSD 9017)

Uvalde

City (RSSD 9130)

TX

State Abbrev. (RSSD 9200)

78801

ZIP Code (RSSD 9220)

Legal Entity Identifier (LEI)

(Report only if your institution already has an LEI.) (RCON 9224)

FDIC Certificate Number 09978
(RSSD 9050)

The estimated average burden associated with this information collection is 34.99 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Mallory Taylor

From: cdr@cdr.ffiec.gov
Sent: Tuesday, July 22, 2025 5:15 PM
To: Mallory Taylor
Subject: Instance Document Report Submission Status

CAUTION: NOTICE: THIS MESSAGE IS FROM AN EXTERNAL SOURCE. PLEASE BE EXTRA CAUTIOUS OF THIS EMAIL!! BE AWARE BEFORE YOU CLICK ANY LINKS OR ATTACHMENTS AS THEY COULD BE POTENTIALLY HARMFUL. .

A Call Report submission for your institution has been detected by the Central Data Repository.

If error messages are indicated below, your Call Report has NOT been processed correctly. Please contact your software vendor to resolve errors before resubmitting your Call Report.

If no errors are indicated below, your Call Report has been received. It is being processed and no action is required at this time.

Please contact your FFIEC Call Report Analyst with any questions. Please do not reply to this email address.

Instance Document

Financial Institution:	FIRST STATE BANK OF UVALDE
ID_RSSD:	273662
FDIC Certificate Number:	9978
OCC Charter Number:	0
Data Series:	Call
Reporting Period:	2025-06-30
Report Type:	051
Submission Received:	7/22/2025 6:14:32 PM
Submission Type:	Original
Analyst Name:	LaShawn Reed-Butler
Analyst Contact Phone Number:	7032540956
Analyst Email Address:	lreedbutler@fdic.gov
Error Message:	Success

Thank you for using the Central Data Repository (CDR) system.

Production 725035 (7.2.503.0)

Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than \$5 Billion

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For information or assistance, national banks, state nonmember banks, and savings associations should contact the FDIC’s Data Collection and Analysis Section, 550 17th Street, NW, Washington, DC 20429, toll free on (800) 688-FDIC(3342), Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. State member banks should contact their Federal Reserve District Bank.

Contact Information for the Reports of Condition and Income

To facilitate communication between the Agencies and the bank concerning the Reports of Condition and Income, please provide contact information for (1) the Chief Financial Officer (or equivalent) of the bank signing the reports for this quarter, and (2) the person at the bank—other than the Chief Financial Officer (or equivalent)—to whom questions about the reports should be directed. If the Chief Financial Officer (or equivalent) is the primary contact for questions about the reports, please provide contact information for another person at the bank who will serve as a secondary contact for communications between the Agencies and the bank concerning the Reports of Condition and Income. Enter "none" for the contact's e-mail address or fax number if not available. Contact information for the Reports of Condition and Income is for the confidential use of the Agencies and will not be released to the public.

Chief Financial Officer (or Equivalent) Signing the Reports

Mallory Taylor

Name (TEXT C490)

Executive Vice President & CFO

Title (TEXT C491)

mtaylor@fsbuvalde.bank

E-mail Address (TEXT C492)

(830) 278-6231 ext 1207

Area Code / Phone Number / Extension (TEXT C493)

(830) 278-1432

Area Code / FAX Number (TEXT C494)

Other Person to Whom Questions about the Reports Should be Directed

Mallory Taylor

Name (TEXT C495)

Executive Vice President & CFO

Title (TEXT C496)

Mtaylor@fsbuvalde.bank

E-mail Address (TEXT 4086)

(830) 278-6231 ext 1349

Area Code / Phone Number / Extension (TEXT 8902)

(830) 278-1432

Area Code / FAX Number (TEXT 9116)

Chief Executive Officer Contact Information

This information is being requested so the Agencies can distribute notifications about policy initiatives, deposit insurance assessments, and other matters directly to the Chief Executive Officers of reporting institutions. Notifications about other matters may include emergency notifications that may or may not also be sent to the institution's emergency contacts listed below. Please provide contact information for the Chief Executive Officer of the reporting institution. Enter "none" for the Chief Executive Officer's e-mail address or fax number if not available. Chief Executive Officer contact information is for the confidential use of the Agencies and will not be released to the public.

Chief Executive Officer

Chad D. Stary

Name (TEXT FT42)

cstary@fsbuvalde.bank

E-mail Address (TEXT FT44)

(830) 278-6231 ext 1246

Area Code / Phone Number / Extension (TEXT FT43)

(830) 278-1432

Area Code / FAX Number (TEXT FT45)

Emergency Contact Information

This information is being requested so the Agencies can distribute critical, time-sensitive information to emergency contacts at banks. Please provide primary contact information for a senior official of the bank who has decision-making authority. Also provide information for a secondary contact if available. Enter "none" for the contact's e-mail address or fax number if not available. Emergency contact information is for the confidential use of the Agencies and will not be released to the public.

Primary Contact

Chad D. Stary

Name (TEXT C366)

President & CEO

Title (TEXT C367)

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Mallory Taylor

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Executive Vice President & CFO

Title (TEXT C372)

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E-mail Address (TEXT C373)

(830) 278-6231 ext 1349

Area Code / Phone Number / Extension (TEXT C374)

(830) 278-1432

Area Code / FAX Number (TEXT C375)

USA PATRIOT Act Section 314(a) Anti-Money Laundering Contact Information

This information is being requested to identify points-of-contact who are in charge of your bank's USA PATRIOT Act Section 314(a) information requests. Bank personnel listed could be contacted by law enforcement officers or the Financial Crimes Enforcement Network (FinCEN) for additional information related to specific Section 314(a) search requests or other anti-terrorist financing and anti-money laundering matters. Communications sent by FinCEN to the bank for purposes other than Section 314(a) notifications will state the intended purpose and should be directed to the appropriate bank personnel for review. Any disclosure of customer records to law enforcement officers or FinCEN must be done in compliance with applicable law, including the Right to Financial Privacy Act (12 U.S.C. 3401 et seq.).

Please provide information for a primary and secondary contact. Information for a third and fourth contact may be provided at the bank's option. Enter "none" for the contact's e-mail address if not available. This contact information is for the confidential use of the Agencies, FinCEN, and law enforcement officers and will not be released to the public.

Primary ContactAntonio Martinez

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Vice President - BSA & Fraud Officer

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BSA Administrator

Title (TEXT C871)

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830 278-6231 ext 1206

Area Code / Phone Number / Extension (TEXT C873)

Fourth ContactSonja Ruiz

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SVP & Audit/ Compliance Manager

Title (TEXT C876)

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E-mail Address (TEXT C877)

830-278-6231 ext 1291

Area Code / Phone Number / Extension (TEXT C878)

Consolidated Report of Income

For the period January 1, 2025 — June 30, 2025

 FFIEC 051
 Page 5 of 63
 RI-1

Schedule RI—Income Statement

Dollar Amounts in Thousands		RIAD	Amount	
1. Interest income:				
a. Interest and fee income on loans:				
(1) Loans secured by real estate:				
(a) Loans secured by 1-4 family residential properties.....	4435	2,949	1.a.1.a.	
(b) All other loans secured by real estate.....	4436	14,228	1.a.1.b.	
(2) Commercial and Industrial loans.....	4012	3,148	1.a.2.	
(3) Loans to individuals for household, family, and other personal expenditures:				
(a) Credit cards.....	8485	0	1.a.3.a.	
(b) Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	8486	648	1.a.3.b.	
(4) Not applicable				
(5) All other loans (1).....	4058	1,214	1.a.5.	
(6) Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5)).....	4010	22,187	1.a.6.	
b. Income from lease financing receivables.....	4065	0	1.b.	
c. Interest income on balances due from depository institutions (2).....	4115	8,205	1.c.	
d. Interest and dividend income on securities:				
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities).....				
	8488	0	1.d.1.	
(2) Mortgage-backed securities.....	8489	6,799	1.d.2.	
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.).....	4060	192	1.d.3.	
e. Not applicable				
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	4020	0	1.f.	
g. Other interest income.....	4518	447	1.g.	
h. Total interest income (sum of items 1.a.(6) through 1.g.).....	4107	37,830	1.h.	
2. Interest expense:				
a. Interest on deposits:				
(1) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....				
	4508	2,017	2.a.1.	
(2) Nontransaction accounts:				
(a) Savings deposits (includes MMDAs).....	0093	3,393	2.a.2.a.	
(b) Time deposits of \$250,000 or less.....	HK03	948	2.a.2.b.	
(c) Time deposits of more than \$250,000.....	HK04	12,259	2.a.2.c.	
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	4180	0	2.b.	
c. Other interest expense.....	GW44	0	2.c.	
d. Not applicable				
e. Total interest expense (sum of items 2.a through 2.c.).....	4073	18,617	2.e.	
3. Net interest income (item 1.h minus 2.e.).....	4074	19,213	3.	
4. Provisions for credit losses (3).....	JJ33	375	4.	

1 Includes interest and fee income on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

2 Includes interest income on time certificates of deposit not held for trading.

3 Institutions should report in item 4 the provisions for credit losses on all financial assets and off-balance-sheet credit exposures.

Schedule RI—Continued

Dollar Amounts in Thousands		Year-to-date		
		RIAD	Amount	
5. Noninterest income:				
a. Income from fiduciary activities (1).....	4070	441		5.a.
b. Service charges on deposit accounts.....	4080	931		5.b.
c. Not applicable				
d. Income from securities-related and insurance activities:				
(1) Fees and commissions from securities brokerage, investment banking, advisory, and underwriting activities.....	HT73	0		5.d.1.
(2) Income from insurance activities (2).....	HT74	37		5.d.2.
e. Not applicable				
f. Net servicing fees.....	8492	0		5.f.
g. and h. Not applicable				
i. Net gains (losses) on sales of loans and leases.....	5416	0		5.i.
j. Net gains (losses) on sales of other real estate owned.....	5415	(11)		5.j.
k. Net gains (losses) on sales of other assets (3).....	8496	(2)		5.k.
l. Other noninterest income*.....	8497	1,210		5.l.
m. Total noninterest income (sum of items 5.a through 5.l).....	4079	2,606		5.m.
6. a. Realized gains (losses) on held-to-maturity securities.....				
b. Realized gains (losses) on available-for-sale debt securities.....	3521	0		6.a.
	3196	23		6.b.
7. Noninterest expense:				
a. Salaries and employee benefits.....	4135	5,459		7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....	4217	688		7.b.
c. (1) Goodwill impairment losses.....	C216	0		7.c.1.
(2) Amortization expense and impairment losses for other intangible assets.....	C232	0		7.c.2.
d. Other noninterest expense*.....	4092	4,146		7.d.
e. Total noninterest expense (sum of items 7.a through 7.d).....	4093	10,293		7.e.
8. a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e).....				
b. Change in net unrealized holding gains (losses) on equity securities not held for trading (4).....	HT69	11,174		8.a.
	HT70	(15)		8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b).....	4301	11,159		8.c.
9. Applicable income taxes (on item 8.c).....	4302	2,458		9.
10. Income (loss) before discontinued operations (item 8.c minus item 9).....	4300	8,701		10.
11. Discontinued operations, net of applicable income taxes*.....	FT28	0		11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11).....	G104	8,701		12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (If net income, report as a positive value; If net loss, report as a negative value).....	G103	0		13.
14. Net income (loss) attributable to bank (item 12 minus item 13).....	4340	8,701		14.

* Describe on Schedule RI-E - Explanations

- For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
- Includes underwriting income from insurance and reinsurance activities.
- Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.
- Item 8.b is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

Schedule RI—ContinuedFFIEC 051
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RI-3**Memoranda**

Dollar Amounts in Thousands		Year-to-date		
		RIAD	Amount	
1. and 2. Not applicable				
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (Included in Schedule RI, Items 1.a and 1.b).....		4313	344	M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (Included in Schedule RI, Item 1.d.(3)).....		4507	181	M.4.
5. Number of full-time equivalent employees at end of current period (round to the nearest whole number).....			Number	
		4150	129	M.5.
Memorandum item 6 is to be completed by:¹				
<ul style="list-style-type: none"> banks with \$300 million or more in total assets, and banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, Item 3) exceeding 5 percent of total loans. 				
6. Interest and fee income on loans to finance agricultural production and other loans to farmers (Included in Schedule RI, Item 1.a.(5)).....		RIAD	Amount	
		4024	865	M.6.
7. If the reporting institution has applied pushdown accounting this calendar year, report the date of the institution's acquisition (see instructions) (2).....		RIAD	Date	
		9106	00000000	M.7.
8. through 10. Not applicable				
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?.....		RIAD	YES / NO	
		A530	NO	M.11.
12. through 14. Not applicable				
Memorandum item 15 is to be completed annually in the December report only by institutions with \$1 billion or more in total assets¹ that answered "Yes" to Schedule RC-E, Memorandum item 5.				
15. Components of service charges on deposit accounts (sum of Memorandum items 15.a through 15.d must equal Schedule RI, Item 5.b):				
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....		RIAD	Amount	
		H032	NR	M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....		H033	NR	M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....		H034	NR	M.15.c.
d. All other service charges on deposit accounts.....		H035	NR	M.15.d.

¹ The asset-size tests and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

² Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2025 would report 20250301.

Schedule RI-A—Changes in Bank Equity CapitalFFIEC 051
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RI-4

Dollar Amounts in Thousands		RIAD	Amount	
1. Total bank equity capital most recently reported for the December 31, 2024, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	3217	155,787	1.	
2. Cumulative effect of changes in accounting principles and corrections of material accounting errors*.....	8507	0	2.	
3. Balance end of previous calendar year as restated (sum of items 1 and 2).....	8508	155,787	3.	
4. Net income (loss) attributable to bank (must equal Schedule RI, Item 14).....	4340	8,701	4.	
5. Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions).....	8509	0	5.	
6. Treasury stock transactions, net.....	8510	0	6.	
7. Changes incident to business combinations, net.....	4356	0	7.	
8. LESS: Cash dividends declared on preferred stock.....	4470	0	8.	
9. LESS: Cash dividends declared on common stock.....	4460	0	9.	
10. Other comprehensive income (1).....	8511	15,953	10.	
11. Other transactions with stockholders (including a parent holding company)* (not included in items 5, 6, 8, or 9 above).....	4415	0	11.	
12. Total bank equity capital end of current period (sum of items 3 through 11) (must equal Schedule RC, Item 27.a).....	3210	180,441	12.	

* Describe on Schedule RI-E—Explanations.

1 Includes, but is not limited to, changes in net unrealized holding gains (losses) on available-for-sale debt securities, changes in accumulated net gains (losses) on cash flow hedges, and pension and other postretirement plan-related changes other than net periodic benefit cost.

Schedule RI-B—Charge-offs and Recoveries on Loans and Leases and Changes in Allowances for Credit Losses**Part I. Charge-offs and Recoveries on Loans and Leases**

Part I includes charge-offs and recoveries through the allocated transfer risk reserve.

Dollar Amounts in Thousands		RIAD	Amount	RIAD	Amount	
1. Loans secured by real estate:						
a. Construction, land development, and other land loans:						
(1) 1-4 family residential construction loans.....	C891	0	C892	0	1.a.1.	
(2) Other construction loans and all land development and other land loans.....	C893	0	C894	0	1.a.2.	
b. Secured by farmland.....						
c. Secured by 1-4 family residential properties:						
(1) Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	5411	0	5412	0	1.c.1.	
(2) Closed-end loans secured by 1-4 family residential properties:						
(a) Secured by first liens.....	C234	0	C217	0	1.c.2.a.	
(b) Secured by junior liens.....	C235	0	C218	0	1.c.2.b.	
d. Secured by multifamily (5 or more) residential properties.....						
e. Secured by nonfarm nonresidential properties:						
(1) Loans secured by owner-occupied nonfarm nonresidential properties.....	C895	0	C896	0	1.e.1.	
(2) Loans secured by other nonfarm nonresidential properties.....	C897	0	C898	0	1.e.2.	
2. and 3. Not applicable						
4. Commercial and industrial loans.....						
5. Loans to individuals for household, family, and other personal expenditures:						
a. Credit cards.....	B514	0	B515	0	5.a.	
b. Automobile loans.....	K129	39	K133	17	5.b.	
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	K205	47	K206	4	5.c.	
6. Not applicable						
7. All other loans (2).....						
8. Lease financing receivables.....						
9. Total (sum of Items 1 through 8).....						

¹ Include write-downs arising from transfers of loans to a held-for-sale account.

² Includes charge-offs and recoveries on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to non-depository financial institutions and other loans."

Memoranda

		Dollar Amounts In Thousands		RIAD	Amount	RIAD	Amount	
1. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) Included in Schedule RI-B, Part I, Items 4 and 7, above.....		5409	0	5410	0	M.1.		
2. Not applicable								

¹ Include write-downs arising from transfers of loans to a held-for-sale account.

Schedule RI-B—ContinuedFFIEC 051
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RI-6**Part I - Continued****Memoranda - Continued**

		Dollar Amounts in Thousands		RIAD	Amount	RIAD	Amount
Memorandum item 3 is to be completed by:²							
• banks with \$300 million or more in total assets, and							
• banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans.							
3. Loans to finance agricultural production and other loans to farmers (Included in Schedule RI-B, Part I, item 7, above).....				4655	0	4665	0
							M.3.

M.3.

¹ Include write-downs arising from transfers of loans to a held-for-sale account.² The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.**Part II. Changes in Allowances for Credit Losses**

	(Column A) Loans and Leases Held for Investment		(Column B) Held-to-Maturity Debt Securities		(Column C) Available-for-Sale Debt Securities	
	RIAD	Amount	RIAD	Amount	RIAD	Amount
	Dollar Amounts in Thousands					
1. Balance most recently reported for the December 31, 2024, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	B522	9,603	JH88	0	JH94	0
2. Recoveries (column A must equal Part I, item 9, column B, above).....	4605	136	JH89	0	JH95	0
3. LESS: Charge-offs (column A must equal Part I, item 9, column A, above less Schedule RI-B, Part II, item 4, column A).....	C079	435	JH92	0	JH98	0
4. LESS: Write-downs arising from transfers of financial assets.....	5523	0	JH00	0	JH01	0
5. Provisions for credit losses (1).....	4230	1,343	JH90	0	JH96	0
6. Adjustments* (see instructions for this schedule).....	C239	0	JH91	0	JH97	0
7. Balance end of current period (sum of items 1, 2, 5, and 6, less items 3 and 4) (column A must equal Schedule RC, item 4.c).....	3123	10,647	JH93	0	JH99	0

* Describe on Schedule RI-E - Explanations.

¹ The sum of item 5, columns A through C, plus Schedule RI-B, Part II, Memorandum items 5 and 7, below, must equal Schedule RI, item 4.**Memoranda**

	Dollar Amounts in Thousands	
	RIAD	Amount
1. to 4. Not applicable		
5. Provisions for credit losses on other financial assets measured at amortized cost (not included in item 5, above).....	JH02	0
6. Allowance for credit losses on other financial assets measured at amortized cost (not included in item 7, above).....	RCON	
	JH03	0
	RIAD	
7. Provisions for credit losses on off-balance-sheet credit exposures.....	MG93	(968)

M.5.

M.6.

M.7.

Schedule RI-C—Disaggregated Data on the Allowances for Credit Losses

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Items 1 through 6 are to be completed semiannually in the June and December reports only by institutions with \$1 billion or more in total assets.¹

	(Column A)		(Column B)		
	Amortized Cost		Allowance Balance		
	RCON	Amount	RCON	Amount	
Dollar Amounts in Thousands					
Loans and Leases Held for Investment:					
1. Real estate loans:					
a. Construction loans.....	JJ04	95,702	JJ12	1,625	1.a.
b. Commercial real estate loans.....	JJ05	338,935	JJ13	6,092	1.b.
c. Residential real estate loans.....	JJ06	132,698	JJ14	399	1.c.
2. Commercial loans (2).....	JJ07	116,067	JJ15	1,496	2.
3. Credit cards.....	JJ08	0	JJ16	0	3.
4. Other consumer loans.....	JJ09	12,513	JJ17	142	4.
5. Unallocated, if any.....			JJ18	893	5.
6. Total (sum of items 1.a through 5) (3).....	JJ11	695,915	JJ19	10,647	6.

Items 7 through 11 are to be completed semiannually in the June and December reports only by institutions with \$1 billion or more in total assets.¹

	Allowance Balance		
	RCON	Amount	
Dollar Amounts in Thousands			
Held-to-Maturity Securities:			
7. Securities issued by states and political subdivisions in the U.S.....	JJ20	0	7.
8. Mortgage-backed securities (MBS) (including CMOs, REMICs, and stripped MBS).....	JJ21	0	8.
9. Asset-backed securities and structured financial products.....	JJ23	0	9.
10. Other debt securities.....	JJ24	0	10.
11. Total (sum of items 7 through 10) (4).....	JJ25	0	11.

1 The \$1 billion asset-size test is based on the total assets reported on the June 30, 2024, Report of Condition.
2 Include all loans and leases not reported as real estate loans, credit cards, or other consumer loans in Items 1, 3, or 4 of Schedule RI-C.
3 Item 6, column B, must equal Schedule RC, Item 4.c.
4 Item 11 must equal Schedule RI-B, Part II, item 7, column B.

Schedule RI-E—Explanations

Schedule RI-E is to be completed each quarter on a calendar year-to-date basis, unless otherwise noted.

Detail all adjustments in Schedule RI-A and RI-B, all discontinued operations in Schedule RI, and all significant items of other noninterest income and other noninterest expense in Schedule RI (See instructions for details.)

		Year-to-date		
		RIAD	Amount	
Dollar Amounts In Thousands				
Items 1.a through 1.j and 2.a through 2.p are to be completed annually on a calendar year-to-date basis in the December report only.				
1. Other noninterest income (from Schedule RI, item 5.i)				
Itemize and describe amounts greater than \$100,000 that exceed 7% of Schedule RI, item 5.i:				
a.	Income and fees from the printing and sale of checks.....	C013	NR	1.a.
b.	Earnings on/increase in value of cash surrender value of life insurance.....	C014	NR	1.b.
c.	Income and fees from automated teller machines (ATMs).....	C016	NR	1.c.
d.	Rent and other income from other real estate owned.....	4042	NR	1.d.
e.	Safe deposit box rent.....	C015	NR	1.e.
f.	Bank card and credit card interchange fees.....	F555	NR	1.f.
g.	Income and fees from wire transfers not reportable as service charges on deposit accounts.....	T047	NR	1.g.
h.	TEXT 4461	4461	NR	1.h.
i.	TEXT 4462	4462	NR	1.i.
j.	TEXT 4463	4463	NR	1.j.
2. Other noninterest expense (from Schedule RI, item 7.d)				
Itemize and describe amounts greater than \$100,000 that exceed 7% of Schedule RI, item 7.d:				
a.	Data processing expenses.....	C017	NR	2.a.
b.	Advertising and marketing expenses.....	0497	NR	2.b.
c.	Directors' fees.....	4136	NR	2.c.
d.	Printing, stationery, and supplies.....	C018	NR	2.d.
e.	Postage.....	8403	NR	2.e.
f.	Legal fees and expenses.....	4141	NR	2.f.
g.	FDIC deposit insurance assessments.....	4146	NR	2.g.
h.	Accounting and auditing expenses.....	F556	NR	2.h.
i.	Consulting and advisory expenses.....	F557	NR	2.i.
j.	Automated teller machine (ATM) and interchange expenses.....	F558	NR	2.j.
k.	Telecommunications expenses.....	F559	NR	2.k.
l.	Other real estate owned expenses.....	Y923	NR	2.l.
m.	Insurance expenses (not included in employee expenses, premises and fixed asset expenses, and other real estate owned expenses).....	Y924	NR	2.m.
n.	TEXT 4464	4464	NR	2.n.
o.	TEXT 4467	4467	NR	2.o.
p.	TEXT 4468	4468	NR	2.p.
3. Discontinued operations and applicable income tax effect (from Schedule RI, item 11)				
(Itemize and describe each discontinued operation):				
a. (1)	TEXT FT29	FT29	0	3.a.1.
(2)	Applicable income tax effect.....	FT30	0	3.a.2.
b. (1)	TEXT FT31	FT31	0	3.b.1.
(2)	Applicable income tax effect.....	FT32	0	3.b.2.

Schedule RI-E—Continued

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		Year-to-date	
		RIAD	Amount
Dollar Amounts in Thousands			
4. Cumulative effect of changes in accounting principles and corrections of material accounting errors (from Schedule RI-A, item 2) (itemize and describe all such effects):			
a.	TEXT B526	B526	0 4.a.
b.	TEXT B527	B527	0 4.b.
5. Other transactions with stockholders (including a parent holding company) (from Schedule RI-A, item 11) (itemize and describe all such transactions):			
a.	TEXT 4498	4498	0 5.a.
b.	TEXT 4499	4499	0 5.b.
6. Adjustments to allowances for credit losses (from Schedule RI-B, Part II, Item 6) (itemize and describe all adjustments):			
a.	Initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets (1).....	J127	0 6.a.
b.	TEXT 4521	4521	0 6.b.
c.	TEXT 4522	4522	0 6.c.
7. Other explanations (the space below is provided for the bank to briefly describe, at its option, any other significant items affecting the Report of Income):			
Comments?.....		RIAD 4769	YES / NO NO 7.

Other explanations (please type or print clearly; 750 character limit):
(TEXT 4769)

¹ Institutions should report initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets after the adoption of FASB ASC Topic 326.

Consolidated Report of Condition for Insured Banks
and Savings Associations for June 30, 2025

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts In Thousands		RCON	Amount	
Assets				
1. Cash and balances due from depository institutions:				
a. Noninterest-bearing balances and currency and coin (1).....		0081	20,596	1.a.
b. Interest-bearing balances (2).....		0071	394,457	1.b.
2. Securities:				
a. Held-to-maturity securities (from Schedule RC-B, column A) (3).....		1J84	0	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D).....		1773	665,436	2.b.
c. Equity securities with readily determinable fair values not held for trading (4).....		1A22	195	2.c.
3. Federal funds sold and securities purchased under agreements to resell:				
a. Federal funds sold.....		B987	0	3.a.
b. Securities purchased under agreements to resell (5,6).....		B989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):				
a. Loans and leases held for sale.....		5369	0	4.a.
b. Loans and leases held for investment.....	8528	695,915		4.b.
c. LESS: Allowance for credit losses on loans and leases.....	3123	10,647		4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c).....		8529	685,268	4.d.
5. Trading assets.....		3545	0	5.
6. Premises and fixed assets (including right-of-use assets).....		2145	7,129	6.
7. Other real estate owned (from Schedule RC-M).....		2150	0	7.
8. Investments in unconsolidated subsidiaries and associated companies.....		2130	0	8.
9. Direct and indirect investments in real estate ventures.....		3656	0	9.
10. Intangible assets (from Schedule RC-M).....		2143	1,498	10.
11. Other assets (from Schedule RC-F) (6).....		2160	49,070	11.
12. Total assets (sum of items 1 through 11).....		2170	1,823,649	12.
Liabilities				
13. Deposits:				
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E).....		2200	1,633,270	13.a.
(1) Noninterest-bearing (7).....	6631	277,738		13.a.1.
(2) Interest-bearing.....	6636	1,355,532		13.a.2.
b. Not applicable				
14. Federal funds purchased and securities sold under agreements to repurchase:				
a. Federal funds purchased (8).....		B993	0	14.a.
b. Securities sold under agreements to repurchase (9).....		B995	0	14.b.
15. Trading liabilities.....		3548	0	15.
16. Other borrowed money (Includes mortgage indebtedness) (from Schedule RC-M)		3190	0	16.
17. and 18. Not applicable				
19. Subordinated notes and debentures (10).....		3200	0	19.

1 Includes cash items in process of collection and unposted debits.
2 Includes time certificates of deposit not held for trading.
3 Institutions should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
4 Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
5 Includes all securities resale agreements, regardless of maturity.
6 Institutions should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
7 Includes noninterest-bearing, demand, time, and savings deposits.
8 Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
9 Includes all securities repurchase agreements, regardless of maturity.
10 Includes limited-life preferred stock and related surplus.

Schedule RC—Continued

Dollar Amounts in Thousands		RCON	Amount	
Liabilities—continued				
20. Other liabilities (from Schedule RC-G).....		2930	9,938	20.
21. Total liabilities (sum of Items 13 through 20).....		2948	1,643,208	21.
22. Not applicable				
Equity Capital				
Bank Equity Capital				
23. Perpetual preferred stock and related surplus.....		3838	0	23.
24. Common stock.....		3230	1,800	24.
25. Surplus (excludes all surplus related to preferred stock).....		3839	27,200	25.
26. a. Retained earnings.....		3632	239,051	26.a.
b. Accumulated other comprehensive Income (1).....		B530	(87,610)	26.b.
c. Other equity capital components (2).....		A130	0	26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c).....		3210	180,441	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....		3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....		G105	180,441	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....		3300	1,823,649	29.

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2024.....		RCON	Number	
		6724	NR	M.1.
1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or the Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution	3 = This number is not to be used			
1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution	4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)			
2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)	5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)			
2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)	6 = Review of the bank's financial statements by external auditors			
	7 = Compilation of the bank's financial statements by external auditors			
	8 = Other audit procedures (excluding tax preparation work)			
	9 = No external audit work			

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....	RCON	Date	
	8678	NR	M.2.

1 Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
2 Includes treasury stock and unearned Employee Stock Ownership Plan shares.

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Exclude assets held for trading.

Dollar Amounts in Thousands	Held-to-maturity				Available-for-sale				
	(Column A)		(Column B)		(Column C)		(Column D)		
	Amortized Cost		Fair Value		Amortized Cost		Fair Value		
	RCON	Amount	RCON	Amount	RCON	Amount	RCON	Amount	
1. U.S. Treasury securities.....	0211	0	0213	0	1286	0	1287	0	1.
2. U.S. Government agency and sponsored agency obligations (exclude mortgage-backed securities) (1).....	HT50	0	HT51	0	HT52	0	HT53	0	2.
3. Securities issued by states and political subdivisions in the U.S.....	8496	0	8497	0	8498	10,937	8499	10,591	3.
4. Mortgage-backed securities (MBS):									
a. Residential mortgage pass-through securities:									
(1) Issued or guaranteed by FNMA, FHLMC, or GNMA.....	HT54	0	HT55	0	HT56	507,784	HT57	438,382	4.a.1.
(2) Other pass-through securities.....	G308	0	G309	0	G310	0	G311	0	4.a.2.
b. Other residential mortgage-backed securities (include CMOs, REMICs, and stripped MBS):									
(1) Issued or guaranteed by U.S. Government agencies or sponsored agencies (2).....	G312	0	G313	0	G314	114,443	G315	97,029	4.b.1.
(2) Collateralized by MBS issued or guaranteed by U.S. Government agencies or sponsored agencies (2).....	G316	0	G317	0	G318	0	G319	0	4.b.2.
(3) All other residential MBS.....	G320	0	G321	0	G322	0	G323	0	4.b.3.

1 Includes Small Business Administration "Guaranteed Loan Pool Certificates," U.S. Maritime Administration obligations, Export-Import Bank participation certificates, and obligations (other than mortgage-backed securities) issued by the Farm Credit System, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Resolution Funding Corporation, the Student Loan Marketing Association, and the Tennessee Valley Authority.

2 U.S. Government agencies include, but are not limited to, such agencies as the Government National Mortgage Association (GNMA), the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Administration (NCUA). U.S. Government-sponsored agencies include, but are not limited to, such agencies as the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).

Schedule RC-B—Continued

Dollar Amounts in Thousands	Held-to-maturity				Available-for-sale				
	(Column A) Amortized Cost		(Column B) Fair Value		(Column C) Amortized Cost		(Column D) Fair Value		
	RCON	Amount	RCON	Amount	RCON	Amount	RCON	Amount	
4. c. Commercial MBS:									
(1) Commercial mortgage pass-through securities:									
(a) Issued or guaranteed by FNMA, FHLMC, or GNMA.....	K142	0	K143	0	K144	8,610	K145	7,570	4.c.1.a.
(b) Other pass-through securities.....	K146	0	K147	0	K148	0	K149	0	4.c.1.b.
4. c.(2) Other commercial MBS:									
(a) Issued or guaranteed by U.S. Government agencies or sponsored agencies (1).....	K150	0	K151	0	K152	124,814	K153	100,451	4.c.2.a.
(b) All other commercial MBS.....	K154	0	K155	0	K156	0	K157	0	4.c.2.b.
5. Asset-backed securities and structured financial products:									
a. Asset-backed securities (ABS).....	C026	0	C988	0	C989	0	C027	0	5.a.
b. Structured financial products.....	HT58	0	HT59	0	HT60	0	HT61	0	5.b.
6. Other debt securities:									
a. Other domestic debt securities.....	1737	0	1738	0	1739	11,166	1741	11,413	6.a.
b. Other foreign debt securities.....	1742	0	1743	0	1744	0	1746	0	6.b.
7. Unallocated portfolio layer fair value hedge basis adjustments (2).....					MG95	NR			7.
8. Total (sum of items 1 through 7) (3).....	1754	0	1771	0	1772	777,754	1773	665,436	8.

1 U.S. Government agencies include, but are not limited to, such agencies as the Government National Mortgage Association (GNMA), the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Administration (NCUA). U.S. Government-sponsored agencies include, but are not limited to, such agencies as the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).

2 This item is to be completed by institutions that have adopted ASU 2022-01, as applicable.

3 The total reported in column A must equal Schedule RC, item 2.a, plus Schedule RI-B, Part II, item 7, column B. The total reported in column D must equal Schedule RC, item 2.b.

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Dollar Amounts in Thousands		RCON	Amount	
1. Pledged securities (1).....		0416	404,988	M.1.
2. Maturity and repricing data for debt securities (excluding those in nonaccrual status):				
a. Securities issued by the U.S. Treasury, U.S. Government agencies, and states and political subdivisions in the U.S.; other non-mortgage debt securities; and mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of: (2,3)				
(1) Three months or less.....		A549	10,810	M.2.a.1.
(2) Over three months through 12 months.....		A550	1,175	M.2.a.2.
(3) Over one year through three years.....		A551	5,973	M.2.a.3.
(4) Over three years through five years.....		A552	1,446	M.2.a.4.
(5) Over five years through 15 years.....		A553	10,084	M.2.a.5.
(6) Over 15 years.....		A554	86	M.2.a.6.
b. Mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of: (2,4)				
(1) Three months or less.....		A555	1	M.2.b.1.
(2) Over three months through 12 months.....		A556	10	M.2.b.2.
(3) Over one year through three years.....		A557	874	M.2.b.3.
(4) Over three years through five years.....		A558	1,308	M.2.b.4.
(5) Over five years through 15 years.....		A559	121,855	M.2.b.5.
(6) Over 15 years.....		A560	314,334	M.2.b.6.
c. Other mortgage-backed securities (include CMOs, REMICs, and stripped MBS; exclude mortgage pass-through securities) with an expected average life of: (5)				
(1) Three years or less.....		A561	28,850	M.2.c.1.
(2) Over three years.....		A562	168,630	M.2.c.2.
d. Debt securities with a REMAINING MATURITY of one year or less (Included in Memorandum items 2.a through 2.c above).....		A248	2,296	M.2.d.
<i>Memorandum item 3 is to be completed semiannually in the June and December reports only.</i>				
3. Amortized cost of held-to-maturity securities sold or transferred to available-for-sale or trading securities during the calendar year-to-date (report the amortized cost at date of sale or transfer).....		1778	0	M.3.
4. Structured notes (Included in the held-to-maturity and available-for-sale accounts in Schedule RC-B, items 2, 3, 5, and 6):				
a. Amortized cost.....		8782	0	M.4.a.
b. Fair value.....		8783	0	M.4.b.
5. and 6. Not applicable				

7. Guaranteed by U.S. Government agencies or sponsored agencies included in Schedule RC-B, item 5.b.....

Held-to-maturity		Available-for-sale	
(Column A)	(Column B)	(Column C)	(Column D)
Amortized Cost	Fair Value	Amortized Cost	Fair Value
RCON	Amount	RCON	Amount
PU98	0	PU99	0
		PV00	0
		PV01	0

- 1 Includes held-to-maturity securities at amortized cost, available-for-sale debt securities at fair value, and equity securities with readily determinable fair values not held for trading (reported in Schedule RC, item 2.c) at fair value.
- 2 Report fixed rate debt securities by remaining maturity and floating rate debt securities by next repricing date.
- 3 Sum of Memorandum items 2.a.(1) through 2.a.(6) plus any nonaccrual debt securities in the categories of debt securities reported in Memorandum item 2.a that are included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, sum of items 1, 2, 3, 4.c.(1), 5, and 6, columns A and D, plus residential mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-B, item 4.a, columns A and D.
- 4 Sum of Memorandum items 2.b.(1) through 2.b.(6) plus any nonaccrual mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, item 4.a, sum of columns A and D, less the amount of residential mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-B, item 4.a, columns A and D.
- 5 Sum of Memorandum items 2.c.(1) and 2.c.(2) plus any nonaccrual "Other mortgage-backed securities" included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, sum of items 4.b and 4.c.(2), columns A and D.

Schedule RC-C—Loans and Lease Financing Receivables**Part I. Loans and Leases**

Do not deduct the allowance for credit losses on loans and leases or the allocated transfer risk reserve from amounts reported in this schedule. Report (1) loans and leases held for sale at the lower of cost or fair value, (2) loans and leases held for investment, net of unearned income, and (3) loans and leases accounted for at fair value under a fair value option. Exclude assets held for trading and commercial paper.

Dollar Amounts in Thousands		RCON	Amount	
1. Loans secured by real estate:				
a. Construction, land development, and other land loans:				
(1) 1-4 family residential construction loans.....	F158	10,448	1.a.1.	
(2) Other construction loans and all land development and other land loans.....	F159	85,254	1.a.2.	
b. Secured by farmland (including farm residential and other improvements).....	1420	21,530	1.b.	
c. Secured by 1-4 family residential properties:				
(1) Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	1797	0	1.c.1.	
(2) Closed-end loans secured by 1-4 family residential properties:				
(a) Secured by first liens.....	5367	130,737	1.c.2.a.	
(b) Secured by junior liens.....	5368	1,961	1.c.2.b.	
d. Secured by multifamily (5 or more) residential properties.....	1460	9,525	1.d.	
e. Secured by nonfarm nonresidential properties:				
(1) Loans secured by owner-occupied nonfarm nonresidential properties.....	F160	165,990	1.e.1.	
(2) Loans secured by other nonfarm nonresidential properties.....	F161	141,890	1.e.2.	
2. Loans to depository institutions and acceptances of other banks.....	1288	0	2.	
3. Loans to finance agricultural production and other loans to farmers.....	1590	19,930	3.	
4. Commercial and industrial loans.....	1766	72,835	4.	
5. Not applicable				
6. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper):				
a. Credit Cards.....	8538	0	6.a.	
b. Other revolving credit plans.....	8539	0	6.b.	
c. Automobile loans.....	K137	4,430	6.c.	
d. Other consumer loans (includes single payment and installment, loans other than automobile loans, and all student loans).....	K207	8,083	6.d.	
7. Not applicable				
8. Obligations (other than securities and leases) of states and political subdivisions in the U.S.....	2107	22,932	8.	
9. Loans to nondepository financial institutions and other loans:				
a. Loans to nondepository financial institutions.....	J454	0	9.a.	
b. Other loans.....	J464	370	9.b.	
10. Lease financing receivables (net of unearned income).....	2165	0	10.	
11. LESS: Any unearned income on loans reflected in Items 1-9 above.....	2123	0	11.	
12. Total loans and leases held for investment and held for sale (sum of Items 1 through 10 minus Item 11) (must equal Schedule RC, sum of items 4.a and 4.b).....				
	2122	695,915	12.	

Schedule RC-C—Continued

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Part I—Continued

Memoranda

	Dollar Amounts in Thousands	RCON	Amount	
<i>Memorandum items 1.a.(1) through 1.f.(5) are to be completed semiannually in the June and December reports only. Memorandum item 1.g is to be completed quarterly.</i>				
1. Loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (Included in Schedule RC-C, Part I, and not reported as past due or nonaccrual in Schedule RC-N, Memorandum item 1):				
a. Construction, land development, and other land loans:				
(1) 1-4 family residential construction loans.....	K158	0		M.1.a.1.
(2) Other construction loans and all land development and other land loans.....	K159	0		M.1.a.2.
b. Loans secured by 1-4 family residential properties.....	F576	0		M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	K160	0		M.1.c.
d. Secured by nonfarm nonresidential properties:				
(1) Loans secured by owner-occupied nonfarm nonresidential properties.....	K161	0		M.1.d.1.
(2) Loans secured by other nonfarm nonresidential properties.....	K162	0		M.1.d.2.
e. Commercial and industrial loans.....	K256	16		M.1.e.
f. All other loans (Include loans to individuals for household, family, and other personal expenditures).....	K165	0		M.1.f.
<i>Itemize loan categories included in Memorandum item 1.f, above that exceed 10 percent of total loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (sum of Memorandum items 1.a through 1.f):</i>				
(1) Loans secured by farmland.....	K166	0		M.1.f.1.
(2) and (3) Not applicable				
(4) Loans to individuals for household, family, and other personal expenditures:				
(a) Credit cards.....	K098	0		M.1.f.4.a.
(b) Automobile loans.....	K203	0		M.1.f.4.b.
(c) Other (Includes revolving credit plans other than credit cards and other consumer loans).....	K204	0		M.1.f.4.c.
<i>Memorandum item 1.f.(5) is to be completed by:¹</i>				
• Banks with \$300 million or more in total assets				
• Banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans				
(5) Loans to finance agricultural production and other loans to farmers.....	K168	0		M.1.f.5.
g. Total loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (sum of Memorandum items 1.a.(1) through 1.f.).....	HK25	16		M.1.g.

¹ The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

Schedule RC-C—Continued**Part I—Continued****Memoranda—Continued**

Dollar Amounts in Thousands		RCON	Amount	
2. Maturity and repricing data for loans and leases (excluding those in nonaccrual status):				
a. Closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, Part I, item 1.c.(2)(a), above) with a remaining maturity or next repricing date of: (1,2)				
(1) Three months or less.....	A564	1,962	M.2.a.1.	
(2) Over three months through 12 months.....	A565	6,363	M.2.a.2.	
(3) Over one year through three years.....	A566	14,829	M.2.a.3.	
(4) Over three years through five years.....	A567	8,992	M.2.a.4.	
(5) Over five years through 15 years.....	A568	19,393	M.2.a.5.	
(6) Over 15 years.....	A569	77,786	M.2.a.6.	
b. All loans and leases (reported in Schedule RC-C, Part I, items 1 through 10, above) EXCLUDING closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, Part I, item 1.c.(2)(a), above) with a remaining maturity or next repricing date of: (1,3)				
(1) Three months or less.....	A570	181,198	M.2.b.1.	
(2) Over three months through 12 months.....	A571	67,160	M.2.b.2.	
(3) Over one year through three years.....	A572	129,623	M.2.b.3.	
(4) Over three years through five years.....	A573	58,373	M.2.b.4.	
(5) Over five years through 15 years.....	A574	39,399	M.2.b.5.	
(6) Over 15 years.....	A575	80,525	M.2.b.6.	
c. Loans and leases (reported in Schedule RC-C, Part I, items 1 through 10, above) with a REMAINING MATURITY of one year or less (excluding those in nonaccrual status).....				
	A247	96,128	M.2.c.	
3. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-C, Part I, items 4 and 9 (4).....				
	2746	0	M.3.	
Memorandum item 4 is to be completed semiannually in the June and December reports only.				
4. Adjustable rate closed-end loans secured by first liens on 1-4 family residential properties (Included in Schedule RC-C, Part I, item 1.c.(2)(a)).....				
	5370	101,998	M.4.	
5. and 6. Not applicable				

1 Report fixed-rate loans and leases by remaining maturity and floating rate loans by next repricing date.

2 Sum of Memorandum Items 2.a.(1) through 2.a.(6) plus total nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1.c.(2)(a), column C, must equal total closed-end loans secured by first liens on 1-4 family residential properties from Schedule RC-C, Part I, item 1.c.(2)(a).

3 Sum of Memorandum Items 2.b.(1) through 2.b.(6), plus total nonaccrual loans and leases from Schedule RC-N, item 9, column C, minus nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1.c.(2)(a), column C, must equal total loans and leases from Schedule RC-C, Part I, sum of items 1 through 10, minus total closed-end loans secured by first liens on 1-4 family residential properties from Schedule RC-C, Part I, item 1.c.(2)(a).

4 Exclude loans secured by real estate that are included in Schedule RC-C, Part I, items 1.a through 1.e.

Schedule RC-C—Continued**Part I—Continued****Memoranda—Continued**

Dollar Amounts in Thousands		RCN	Amount	
7. Not applicable				
<i>Memorandum item 8.a is to be completed by all banks semiannually in the June and December reports only.</i>				
8. Closed-end loans with negative amortization features secured by 1-4 family residential properties:				
a. Total amount of closed-end loans with negative amortization features secured by 1-4 family residential properties (included in Schedule RC-C, Part I, items 1.c.(2)(a) and (b))		F230	0	M.8.a.
<i>Memorandum items 8.b and 8.c are to be completed annually in the December report only by banks that had closed-end loans with negative amortization features secured by 1-4 family residential properties (as reported in Schedule RC-C, Part I, Memorandum item 8.a.) as of the preceding December 31 report date, that exceeded the lesser of \$100 million or 5 percent of total loans and leases held for investment and held for sale (as reported in Schedule RC-C, Part I, item 12).</i>				
b. Total maximum remaining amount of negative amortization contractually permitted on closed-end loans secured by 1-4 family residential properties		F231	NR	M.8.b.
c. Total amount of negative amortization on closed-end loans secured by 1-4 family residential properties included in the amount reported in Memorandum item 8.a above		F232	NR	M.8.c.
9. Loans secured by 1-4 family residential properties in process of foreclosure (Included in Schedule RC-C, Part I, items 1.c.(1), 1.c.(2)(a), and 1.c.(2)(b))		F577	0	M.9.
10. and 11. Not applicable				

(Column A) Fair Value of Acquired Loans and Leases at Acquisition Date		(Column B) Gross Contractual Amounts Receivable at Acquisition Date		(Column C) Best Estimate at Acquisition Date of Contractual Cash Flows Not Expected to be Collected	
Dollar Amounts in Thousands		RCN	Amount	RCN	Amount
<i>Memorandum item 12 is to be completed semiannually in the June and December reports only.</i>					
12. Loans (not considered purchased credit-deteriorated) and leases held for investment that were acquired in business combinations with acquisition dates in the current calendar year.....		GW45	0	GW46	0
				GW47	0
					M.12.

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RC-10**Part I—Continued****Memoranda—Continued**

Dollar Amounts in Thousands		RCON	Amount	
<i>Memoranda Item 13 is to be completed by banks that had construction, land development, and other land loans (as reported in Schedule RC-C, Part I, item 1.a) that exceeded the sum of tier 1 capital (as reported in Schedule RC-R, Part I, item 26) plus the allowance for credit losses on loans and leases (as reported in Schedule RC, item 4.c) as of the preceding December 31 report date.</i>				
13. Construction, land development, and other land loans with interest reserves:				
a. Amount of loans that provide for the use of interest reserves				
(Included in Schedule RC-C, Part I, item 1.a)				
	G376	NR		M.13.a.
b. Amount of interest capitalized from interest reserves on construction, land development, and other land loans that is included in interest and fee income on loans during the quarter				
(Included in Schedule RI, item 1.a.(1)(b))				
	RIAD			
	G377	NR		M.13.b.
<i>Memoranda Item 14 is to be completed by all banks.</i>				
14. Pledged loans and leases.....				
	RCON			
	G378	382,347		M.14.
<i>Memoranda Item 15 is to be completed for the December report only.</i>				
15. Reverse mortgages:				
a. Reverse mortgages outstanding that are held for investment				
(Included in Schedule RC-C, item 1.c, above).....				
	PR04	NR		M.15.a.
b. Estimated number of reverse mortgage loan referrals to other lenders during the year from whom compensation has been received for services performed in connection with the origination of the reverse mortgages.....				
		Number		
	PR05	NR		M.15.b.
		Amount		
	PR06	NR		M.15.c.
c. Principal amount of reverse mortgage originations that have been sold during the year.....				
<i>Memoranda Item 16 is to be completed by all banks in the June and December reports only.</i>				
16. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit that have converted to non-revolving closed-end status				
(Included in item 1.c.(1) above).....				
	LE75	0		M.16.
<i>Amounts reported in Memoranda Items 17.a and 17.b will not be made available to the public on an individual institution basis.</i>				
17. Eligible loan modifications under Section 4013, Temporary Relief from Troubled Debt Restructurings, of the 2020 Coronavirus Aid, Relief, and Economic Security Act:				
a. Number of Section 4013 loans outstanding.....				
	LG24	0		M.17.a.
b. Outstanding balance of Section 4013 loans.....				
	LG25	0		M.17.b.

Schedule RC-C—Continued

Part II. Loans to Small Businesses and Small Farms

Schedule RC-C, Part II, Loans to Small Businesses and Small Farms, is to be completed semiannually in the June and December reports only.

Report the number and amount currently outstanding as of the report date of business loans with "original amounts" of \$1,000,000 or less and farm loans with "original amounts" of \$500,000 or less. The following guidelines should be used to determine the "original amount" of a loan:

(1) For loans drawn down under lines of credit or loan commitments, the "original amount" of the loan is the size of the line of credit or loan commitment when the line of credit or loan commitment was most recently approved, extended, or renewed prior to the report date. However, if the amount currently outstanding as of the report date exceeds this size, the "original amount" is the amount currently outstanding on the report date.

(2) For loan participations and syndications, the "original amount" of the loan participation or syndication is the entire amount of the credit originated by the lead lender.

(3) For all other loans, the "original amount" is the total amount of the loan at origination or the amount currently outstanding as of the report date, whichever is larger.

Loans to Small Businesses

1. Indicate in the appropriate box at the right whether all or substantially all of the dollar volume of your bank's "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2), and all or substantially all of the dollar volume of your bank's "Commercial and Industrial loans" reported in Schedule RC-C, Part I, item 4, have original amounts of \$100,000 or less (If your bank has no loans outstanding in both of these two loan categories, place an "X" in the box marked "NO.").....

RCON	YES / NO	
6999	NO	1.

If YES, complete items 2.a and 2.b below, skip items 3 and 4, and go to item 5.
If NO and your bank has loans outstanding in either loan category, skip items 2.a and 2.b, complete items 3 and 4 below, and go to item 5.
If NO and your bank has no loans outstanding in both loan categories, skip items 2 through 4, and go to item 5.

2. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:

a. "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2) (Note: Sum of items 1.e.(1) and 1.e.(2) divided by the number of loans should NOT exceed \$100,000.).....

b. "Commercial and Industrial loans" reported in Schedule RC-C, Part I, item 4 (Note: Item 4 divided by the number of loans should NOT exceed \$100,000.).....

Number of Loans	
RCON	Number
5562	NR
5563	NR

Dollar Amounts in Thousands	(Column A) Number of Loans		(Column B) Amount Currently Outstanding	
	RCON	Number	RCON	Amount
3. Number and amount currently outstanding of "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2) (sum of items 3.a through 3.c must be less than or equal to Schedule RC-C, Part I, sum of items 1.e.(1) and 1.e.(2)):				
a. With original amounts of \$100,000 or less.....	5564	45	5565	2,246
b. With original amounts of more than \$100,000 through \$250,000.....	5566	46	5567	5,529
c. With original amounts of more than \$250,000 through \$1,000,000.....	5568	64	5569	28,050
4. Number and amount currently outstanding of "Commercial and Industrial loans" reported in Schedule RC-C, part I, item 4 (sum of items 4.a through 4.c must be less than or equal to Schedule RC-C, Part I, item 4):				
a. With original amounts of \$100,000 or less.....	5570	366	5571	9,118
b. With original amounts of more than \$100,000 through \$250,000.....	5572	67	5573	7,329
c. With original amounts of more than \$250,000 through \$1,000,000.....	5574	39	5575	13,520

Schedule RC-C—Continued

Part II—Continued

Agricultural Loans to Small Farms

5. Indicate in the appropriate box at the right whether all or substantially all of the dollar volume of your bank's "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b, and all or substantially all of the dollar volume of your bank's "Loans to finance agricultural production and other loans to farmers" reported in Schedule RC-C, Part I, item 3, have original amounts of \$100,000 or less (if your bank has no loans outstanding in both of these two loan categories, place an "X" in the box marked "NO.").....

RCON	YES / NO
6860	NO

If YES, complete items 6.a and 6.b below, and do not complete items 7 and 8.
If NO and your bank has loans outstanding in either loan category, skip items 6.a and 6.b and complete items 7 and 8 below.
If NO and your bank has no loans outstanding in both loan categories, do not complete items 6 through 8.

6. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:
a. "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b, (Note: item 1.b divided by the number of loans should NOT exceed \$100,000.).....
b. "Loans to finance agricultural production and other loans to farmers" reported in Schedule RC-C, Part I, item 3 (Note: item 3 divided by the number of loans should NOT exceed \$100,000.).....

Number of Loans	
RCON	Number
5576	NR
5577	NR

Dollar Amounts in Thousands	(Column A) Number of Loans		(Column B) Amount Currently Outstanding	
	RCON	Number	RCON	Amount
7. Number and amount currently outstanding of "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b (sum of items 7.a through 7.c must be less than or equal to Schedule RC-C, Part I, item 1.b):				
a. With original amounts of \$100,000 or less.....	5578	2	5579	87
b. With original amounts of more than \$100,000 through \$250,000.....	5580	7	5581	811
c. With original amounts of more than \$250,000 through \$500,000.....	5582	1	5583	176
8. Number and amount currently outstanding of "Loans to finance agricultural production and other loans to farmers" reported in Schedule RC-C, Part I, item 3 (sum of items 8.a through 8.c must be less than or equal to Schedule RC-C, Part I, item 3):				
a. With original amounts of \$100,000 or less.....	5584	42	5585	774
b. With original amounts of more than \$100,000 through \$250,000.....	5586	20	5587	1,324
c. With original amounts of more than \$250,000 through \$500,000.....	5588	13	5589	2,287

Schedule RC-E—Deposit Liabilities

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	Transaction Accounts				Nontransaction Accounts	
	(Column A) Total Transaction Accounts (Including Total Demand Deposits)		(Column B) Memo: Total Demand Deposits ¹ (Included In Column A)		(Column C) Total Nontransaction Accounts (Including MMDAs)	
	RCON	Amount	RCON	Amount	RCON	Amount
Dollar Amounts in Thousands						
Deposits of:						
1. Individuals, partnerships, and corporations.....	8549	448,871			8550	893,278
2. U.S. Government.....	2202	0			2520	0
3. States and political subdivisions in the U.S.....	2203	195,409			2530	91,749
4. Commercial banks and other depository institutions in the U.S.....	8551	2,973			8552	990
5. Banks in foreign countries.....	2213	0			2236	0
6. Foreign governments and official institutions (including foreign central banks).....	2216	0			2377	0
7. Total (sum of Items 1 through 6) (sum of columns A and C must equal Schedule RC, Item 13.a).....	2215	647,253	2210	440,917	2385	986,017

Memoranda

	Dollar Amounts in Thousands		
	RCON	Amount	
1. Selected components of total deposits (i.e., sum of Item 7, columns A and C):			
Memorandum Item 1.a is to be completed semiannually in the June and December reports only.			
a. Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts.....	6835	5,807	M.1.a.
b. Total brokered deposits.....	2365	0	M.1.b.
c. Brokered deposits of \$250,000 or less (fully insured brokered deposits) (2).....	HK05	0	M.1.c.
d. Maturity data for brokered deposits:			
(1) Brokered deposits of \$250,000 or less with a remaining maturity of one year or less (included in Memorandum Item 1.c above).....	HK06	0	M.1.d.1.
(2) Not applicable			
(3) Brokered deposits of more than \$250,000 with a remaining maturity of one year or less (included in Memorandum Item 1.b. above).....	K220	0	M.1.d.3.
e. Preferred deposits (uninsured deposits of states and political subdivisions in the U.S. reported in Item 3 above which are secured or collateralized as required under state law) (to be completed for the December report only).....	5590	NR	M.1.e.
f. Estimated amount of deposits obtained through the use of deposit listing services that are not brokered deposits.....	K223	0	M.1.f.
g. Total reciprocal deposits.....	JH83	222,729	M.1.g.
Memorandum Items 1.h.(1) through 1.h.(4) and 1.i are to be completed semiannually in the June and December reports only.			
h. Sweep deposits:			
(1) Fully insured, affiliate sweep deposits.....	MT87	0	M.1.h.1.
(2) Not fully insured, affiliate sweep deposits.....	MT89	0	M.1.h.2.
(3) Fully insured, non-affiliate sweep deposits.....	MT91	206,875	M.1.h.3.
(4) Not fully insured, non-affiliate sweep deposits.....	MT93	0	M.1.h.4.
i. Total sweep deposits that are not brokered deposits.....	MT95	206,875	M.1.i.
2. Components of total nontransaction accounts (sum of Memorandum items 2.a through 2.d must equal item 7, column C above):			
a. Savings deposits:			
(1) Money market deposit accounts (MMDAs).....	6810	321,529	M.2.a.1.
(2) Other savings deposits (excludes MMDAs).....	0352	37,804	M.2.a.2.
b. Total time deposits of less than \$100,000.....	6648	27,155	M.2.b.
c. Total time deposits of \$100,000 through \$250,000.....	J473	35,064	M.2.c.
d. Total time deposits of more than \$250,000 (sum of Memoranda Items 4.a.(1) through 4.a.(4) below).....	J474	564,465	M.2.d.
e. Individual Retirement Accounts (IRAs) and Keogh Plan accounts of \$100,000 or more included in Memorandum Items 2.c and 2.d above.....	F233	1,253	M.2.e.

¹ Includes interest-bearing and noninterest-bearing demand deposits.² The dollar amount used as the basis for reporting in Memorandum Item 1.c reflects the deposit insurance limit in effect on the report date.

Schedule RC-E—Continued

Memoranda—Continued

Dollar Amounts in Thousands		RCON	Amount	
3. Maturity and repricing data for time deposits of \$250,000 or less:				
a. Time deposits of \$250,000 or less with a remaining maturity or next repricing date of: (1,2)				
(1) Three months or less.....	HK07	16,822	M.3.a.1.	
(2) Over three months through 12 months.....	HK08	38,635	M.3.a.2.	
(3) Over one year through three years.....	HK09	5,753	M.3.a.3.	
(4) Over three years.....	HK10	1,009	M.3.a.4.	
b. Time deposits of \$250,000 or less with a REMAINING MATURITY of one year or less (included in Memorandum Items 3.a.(1) and 3.a.(2) above) (3).....				
	HK11	55,457	M.3.b.	
4. Maturity and repricing data for time deposits of more than \$250,000:				
a. Time deposits of more than \$250,000 with a remaining maturity or next repricing date of: (1,4)				
(1) Three months or less.....	HK12	239,304	M.4.a.1.	
(2) Over three months through 12 months.....	HK13	323,148	M.4.a.2.	
(3) Over one year through three years.....	HK14	1,583	M.4.a.3.	
(4) Over three years.....	HK15	430	M.4.a.4.	
b. Time deposits of more than \$250,000 with a REMAINING MATURITY of one year or less (Included in Memorandum Items 4.a.1 and 4.a.2 above) (3).....				
	K222	562,452	M.4.b.	

Memorandum item 5 is to be completed semiannually in the June and December reports only.

5. Does your institution offer one or more consumer deposit account products, i.e., transaction account or nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use?.....	RCON	YES / NO	
	P752	YES	M.S.

Memorandum items 6 and 7 are to be completed annually in the December report only by institutions with \$1 billion or more in total assets (5) that answered "Yes" to Memorandum item 5 above.

Dollar Amounts in Thousands		RCON	Amount	
6. Components of total transaction account deposits of individuals, partnerships, and corporations (sum of Memorandum Items 6.a and 6.b must be less than or equal to Schedule RC-E, item 1, column A):				
a. Total deposits in those noninterest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use.....		P753	NR	M.6.a.
b. Total deposits in those interest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use.....		P754	NR	M.6.b.
7. Components of total nontransaction account deposits of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1), 7.a.(2), 7.b.(1), and 7.b.(2) plus all time deposits of individuals, partnerships, and corporations must equal Schedule RC-E, item 1, column C):				
a. Money market deposit accounts (MMDAs) of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1) and 7.a.(2) must be less than or equal to Schedule RC-E, Memorandum Item 2.a.(1) above):				
(1) Total deposits in those MMDA deposit products intended primarily for individuals for personal, household, or family use.....		P756	NR	M.7.a.1.
(2) Deposits in all other MMDAs of individuals, partnerships, and corporations.....		P757	NR	M.7.a.2.
b. Other savings deposit accounts of individuals, partnerships, and corporations (sum of Memorandum items 7.b.(1) and 7.b.(2) must be less than or equal to Schedule RC-E, Memorandum Item 2.a.(2) above):				
(1) Total deposits in those other savings deposit account deposit products intended primarily for individuals for personal, household, or family use.....		P758	NR	M.7.b.1.
(2) Deposits in all other savings deposit accounts of individuals, partnerships, and corporations.....		P759	NR	M.7.b.2.

1 Report fixed rate time deposits by remaining maturity and floating rate time deposits by next repricing date.
2 Sum of Memorandum items 3.a.(1) through 3.a.(4) must equal Schedule RC-E, sum of Memorandum items 2.b and 2.c.
3 Report both fixed-and floating-rate time deposits by remaining maturity. Exclude floating-rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.
4 Sum of Memorandum items 4.a.(1) through 4.a.(4) must equal Schedule RC-E, Memorandum item 2.d.
5 The \$1 billion asset-size test is based on the total assets reported on the June 30, 2024, Report of Condition.

Schedule RC-F—Other Assets¹

Dollar Amounts in Thousands		RC	Amount	
1. Accrued interest receivable (2).....		B556	5,233	1.
2. Net deferred tax assets (3).....		2148	23,353	2.
3. Interest-only strips receivable (not in the form of a security) (4).....		HT80	0	3.
4. Equity Investments without readily determinable fair values (5).....		1752	918	4.
5. Life Insurance assets:				
a. General account life Insurance assets.....		K201	0	5.a.
b. Separate account life Insurance assets.....		K202	0	5.b.
c. Hybrid account life Insurance assets.....		K270	0	5.c.
Items 6.a through 6.j are to be completed semiannually in the June and December reports only.				
6. All other assets				
(Itemize and describe amounts greater than \$100,000 that exceed 25% of this item).....		2168	19,566	6.
a. Prepaid expenses.....	2166	13,721		6.a.
b. Repossessed personal property (including vehicles).....	1578	0		6.b.
c. Derivatives with a positive fair value held for purposes other than trading.....	C010	0		6.c.
d. Not applicable				
e. Computer software.....	FT33	0		6.e.
f. Accounts receivable.....	FT34	0		6.f.
g. Receivables from foreclosed government-guaranteed mortgage loans.....	FT35	0		6.g.
h. 3549 Fine Art-Net of Depreciation	3549	0		6.h.
i. 3550	3550	0		6.i.
j. 3551	3551	0		6.j.
7. Total (sum of items 1 through 6) (must equal Schedule RC, item 11).....		2160	49,070	7.

1 Institutions should report asset amounts in Schedule RC-F net of any applicable allowance for credit losses.

2 Includes accrued interest receivable on loans, leases, debt securities, and other interest-bearing assets. Exclude accrued interest receivable on interest-bearing assets that is reported elsewhere on the balance sheet.

3 See discussion of deferred income taxes in Glossary entry on "Income Taxes."

4 Report interest-only strips receivable in the form of a security as available-for-sale securities in Schedule RC, item 2.b, or as trading assets in Schedule RC, item 5, as appropriate.

5 Includes Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock.

Schedule RC-G—Other Liabilities

Dollar Amounts in Thousands		RC	Amount	
1. a. Interest accrued and unpaid on deposits (1).....		3645	4,825	1.a.
b. Other expenses accrued and unpaid (includes accrued income taxes payable).....		3646	4,005	1.b.
2. Net deferred tax liabilities (2).....		3049	0	2.
3. Allowance for credit losses on off-balance sheet credit exposures.....		B557	1,108	3.
Items 4.a through 4.h are to be completed semiannually in the June and December reports only.				
4. All other liabilities				
(Itemize and describe amounts greater than \$100,000 that exceed 25% of this item).....		2938	0	4.
a. Accounts payable.....	3066	0		4.a.
b. Deferred compensation liabilities.....	C011	0		4.b.
c. Dividends declared but not yet payable.....	2932	0		4.c.
d. Derivatives with a negative fair value held for purposes other than trading.....	C012	0		4.d.
e. Operating lease liabilities.....	L856	0		4.e.
f. 3552	3552	0		4.f.
g. 3553	3553	0		4.g.
h. 3554	3554	0		4.h.
5. Total (sum of items 1 through 4) (must equal Schedule RC, item 20).....		2930	9,938	5.

1 For savings banks, include "dividends" accrued and unpaid on deposits.

2 See discussion of deferred income taxes in Glossary entry on "Income Taxes."

Schedule RC-K—Quarterly Averages¹FFIEC 051
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Dollar Amounts in Thousands		RCN	Amount	
Assets				
1. Interest-bearing balances due from depository institutions.....		3381	376,701	1.
2. U.S. Treasury securities and U.S. Government agency obligations (2) (excluding mortgage-backed securities).....		8558	0	2.
3. Mortgage-backed securities (2).....		8559	762,829	3.
4. All other debt securities (2) and equity securities with readily determinable fair values not held for trading purposes (3).....		8560	22,187	4.
5. Federal funds sold and securities purchased under agreements to resell.....		3365	0	5.
6. Loans:				
a. Total loans.....		3360	705,225	6.a.
b. Loans secured by real estate:				
(1) Loans secured by 1-4 family residential properties.....		3465	131,700	6.b.1.
(2) All other loans secured by real estate.....		3466	444,297	6.b.2.
c. Commercial and Industrial loans.....		3387	71,562	6.c.
d. Loans to individuals for household, family, and other personal expenditures:				
(1) Credit cards.....		8561	0	6.d.1.
(2) Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....		8562	12,651	6.d.2.
7. Not applicable				
8. Lease financing receivables (net of unearned income).....		3484	0	8.
9. Total assets (4).....		3368	1,938,301	9.
Liabilities				
10. Interest-bearing transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....		3485	421,057	10.
11. Nontransaction accounts:				
a. Savings deposits (includes MMDAs).....		8563	374,609	11.a.
b. Time deposits of \$250,000 or less.....		HK16	62,057	11.b.
c. Time deposits of more than \$250,000.....		HK17	656,171	11.c.
12. Federal funds purchased and securities sold under agreements to repurchase.....		3353	0	12.
13. To be completed by banks with \$100 million or more in total assets: (5) Other borrowed money (includes mortgage indebtedness).....		3355	0	13.

Memorandum

Dollar Amounts in Thousands		RCN	Amount	
Memorandum Item 1 is to be completed by: (5)				
<ul style="list-style-type: none"> • banks with \$300 million or more in total assets, and • banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, Item 3) exceeding 5 percent of total loans. 				
1. Loans to finance agricultural production and other loans to farmers.....		3386	20,446	M.1.

- 1 For all items, banks have the option of reporting either (1) an average of DAILY figures for the quarter, or (2) an average of WEEKLY figures (i.e., the Wednesday of each week of the quarter).
- 2 Quarterly averages for all debt securities should be based on amortized cost.
- 3 Quarterly averages for equity securities with readily determinable fair values should be based on fair value.
- 4 The quarterly average for total assets should reflect securities not held for trading as follows:
- Debt securities at amortized cost.
 - Equity securities with readily determinable fair values at fair value.
 - Equity investments without readily determinable fair values at their balance sheet carrying values (i.e., fair value or, if elected, cost minus impairment, if any, plus or minus changes resulting from observable price changes).
- 5 The asset-size tests and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

Schedule RC-L—Derivatives and Off-Balance Sheet Items

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Please read carefully the instructions for the preparation of Schedule RC-L. Some of the amounts reported in Schedule RC-L are regarded as volume indicators and not necessarily as measures of risk.

Dollar Amounts in Thousands		RCON	Amount	
1. Unused commitments:				
a. Revolving, open-end lines secured by 1-4 family residential properties, e.g., home equity lines.....		3814	0	1.a.
b. Credit card lines.....		3815	0	1.b.
c. Commitments to fund commercial real estate, construction, and land development loans:				
(1) Secured by real estate:				
(a) 1-4 family residential construction loan commitments.....		F164	5,179	1.c.1.a.
(b) Commercial real estate, other construction loan, and land development loan commitments.....		F165	32,100	1.c.1.b.
(2) NOT secured by real estate		6550	0	1.c.2.
d. Not applicable				
e. Other unused commitments:				
(1) Commercial and industrial loans.....		J457	30,305	1.e.1.
(2) Loans to depository financial institutions.....		PV10	0	1.e.2.
(3) Loans to nondepository financial institutions.....		PV11	0	1.e.3.
(4) All other unused commitments.....		J459	45,643	1.e.4.
2. Financial standby letters of credit.....		3819	0	2.
3. Performance standby letters of credit.....		3821	593	3.
4. Commercial and similar letters of credit.....		3411	0	4.
5. Not applicable				
6. Securities lent and borrowed:				
a. Securities lent (including customers' securities lent where the customer is indemnified against loss by the reporting bank).....		3433	0	6.a.
b. Securities borrowed.....		3432	0	6.b.
7. and 8. Not applicable				
Items 9.c through 9.f and 10.b through 10.e are to be completed semiannually in the June and December reports only.				
9. All other off-balance sheet liabilities (exclude derivatives) (itemize and describe each component of this item over 25% of Schedule RC, Item 27.a, "Total bank equity capital")				
a. and b. Not applicable				
c. Standby letters of credit issued by another party (e.g., a Federal Home Loan Bank) on the bank's behalf		C978	0	9.c.
d. TEXT				
3555		3555	0	9.d.
e. TEXT				
3556		3556	0	9.e.
f. TEXT				
3557		3557	0	9.f.
10. All other off-balance sheet assets (exclude derivatives) (itemize and describe each component of this item over 25% of Schedule RC, Item 27.a, "Total bank equity capital")				
a. Not applicable				
b. TEXT				
5592		5592	0	10.b.
c. TEXT				
5593		5593	0	10.c.
d. TEXT				
5594		5594	0	10.d.
e. TEXT				
5595		5595	0	10.e.
Items 11.a and 11.b are to be completed semiannually in the June and December reports only.				
11. Year-to-date merchant credit card sales volume:				
a. Sales for which the reporting bank is the acquiring bank		C223	0	11.a.
b. Sales for which the reporting bank is the agent bank with risk		C224	0	11.b.

Schedule RC-M—Memoranda

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Dollar Amounts in Thousands		RCN	Amount	
1. Extensions of credit by the reporting bank to its executive officers, directors, principal shareholders, and their related interests as of the report date:				
a. Aggregate amount of all extensions of credit to all executive officers, directors, principal shareholders, and their related interests.....				
	6164		4,791	1.a.
b. Number of executive officers, directors, and principal shareholders to whom the amount of all extensions of credit by the reporting bank (including extensions of credit to related interests) equals or exceeds the lesser of \$500,000 or 5 percent of total capital as defined for this purpose in agency regulations.....				
	6165	Number	2	1.b.
2. Intangible assets:				
a. Mortgage servicing assets.....				
	3164		0	2.a.
(1) Estimated fair value of mortgage servicing assets.....				
	AS90		0	2.a.1.
b. Goodwill.....				
	3163		1,498	2.b.
c. All other intangible assets.....				
	JF76		0	2.c.
d. Total (sum of items 2.a, 2.b, and 2.c) (must equal Schedule RC, Item 10).....				
	2143		1,498	2.d.
3. Other real estate owned:				
a. Construction, land development, and other land.....				
	5508		0	3.a.
b. Farmland.....				
	5509		0	3.b.
c. 1-4 family residential properties.....				
	5510		0	3.c.
d. Multifamily (5 or more) residential properties.....				
	5511		0	3.d.
e. Nonfarm nonresidential properties.....				
	5512		0	3.e.
f. Total (sum of items 3.a through 3.e) (must equal Schedule RC, Item 7).....				
	2150		0	3.f.
4. Cost of equity securities with readily determinable fair values not held for trading (the fair value of which is reported in Schedule RC, Item 2.c) (1).....				
	JA29		195	4.
5. Other borrowed money:				
a. Federal Home Loan Bank advances:				
(1) Advances with a remaining maturity or next repricing date of: (2)				
(a) One year or less.....				
	F055		0	5.a.1.a.
(b) Over one year through three years.....				
	F056		0	5.a.1.b.
(c) Over three years through five years.....				
	F057		0	5.a.1.c.
(d) Over five years.....				
	F058		0	5.a.1.d.
(2) Advances with a REMAINING MATURITY of one year or less (Included in Item 5.a.(1)(a) above) (3).....				
	2651		0	5.a.2.
(3) Structured advances (Included in Items 5.a.(1)(a) - (d) above).....				
	F059		0	5.a.3.
b. Other borrowings:				
(1) Other borrowings with a remaining maturity or next repricing date of: (4)				
(a) One year or less.....				
	F060		0	5.b.1.a.
(b) Over one year through three years.....				
	F061		0	5.b.1.b.
(c) Over three years through five years.....				
	F062		0	5.b.1.c.
(d) Over five years.....				
	F063		0	5.b.1.d.
(2) Other borrowings with a REMAINING MATURITY of one year or less (Included in Item 5.b.(1)(a) above) (5).....				
	B571		0	5.b.2.
c. Total (sum of items 5.a.(1)(a)-(d) and Items 5.b.(1)(a)-(d)) (must equal Schedule RC, Item 16).....				
	3190		0	5.c.

- 1 Item 4 is to be completed only by insured state banks that have been approved by the FDIC to hold grandfathered equity investments. See Instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
- 2 Report fixed rate advances by remaining maturity and floating-rate advances by next repricing date.
- 3 Report both fixed and floating-rate advances by remaining maturity. Exclude floating-rate advances with a next repricing date of one year or less that have a remaining maturity of over one year.
- 4 Report fixed rate other borrowings by remaining maturity and floating-rate other borrowings by next repricing date.
- 5 Report both fixed and floating-rate other borrowings by remaining maturity. Exclude floating-rate other borrowings with a next repricing date of one year or less that have a remaining maturity of over one year.

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RC-19*Items 6 and 7 are to be completed annually in the December report only.*

		Dollar Amounts in Thousands	RCN	YES / NO	
6. Does the reporting bank sell private label or third-party mutual funds and annuities?.....			8569	NR	6.
7. Assets under the reporting bank's management in proprietary mutual funds and annuities.....			8570	NR	7.
8. Internet website addresses and physical office trade names:					
a. Uniform Resource Locator (URL) of the reporting institution's primary Internet website (home page), if any (Example: www.examplebank.com):					
TEXT					
4087 http:// www.fsbuvalde.bank 8.a.					
b. URLs of all other public-facing Internet websites that the reporting institution uses to accept or solicit deposits from the public, if any (Example: www.examplebank.biz): ¹					
(1)	TE01 NS28	http://			8.b.1.
(2)	TE02 NS28	http://			8.b.2.
(3)	TE03 NS28	http://			8.b.3.
(4)	TE04 NS28	http://			8.b.4.
(5)	TE05 NS28	http://			8.b.5.
(6)	TE06 NS28	http://			8.b.6.
(7)	TE07 NS28	http://			8.b.7.
(8)	TE08 NS28	http://			8.b.8.
(9)	TE09 NS28	http://			8.b.9.
(10)	TE10 NS28	http://			8.b.10.
c. Trade names other than the reporting institution's legal title used to identify one or more of the institution's physical offices at which deposits are accepted or solicited from the public, if any:					
(1)	TE01 NS29				8.c.1.
(2)	TE02 NS29				8.c.2.
(3)	TE03 NS29				8.c.3.
(4)	TE04 NS29				8.c.4.
(5)	TE05 NS29				8.c.5.
(6)	TE06 NS29				8.c.6.

Items 9, 11, 12, 14.a, and 14.b are to be completed annually in the December report only.

9. Do any of the bank's Internet websites have transactional capability, i.e., allow the bank's customers to execute transactions on their accounts through the website?.....		RCN	YES / NO	
		4088	NR	9.
10. Secured liabilities:		RCN	Amount	
a. Amount of "Federal funds purchased" that are secured (Included in Schedule RC, item 14.a).....		F064	0	10.a.
b. Amount of "Other borrowings" that are secured (Included in Schedule RC-M, items 5.b.(1)(a) - (d)).....		F065	0	10.b.
11. Does the bank act as trustee or custodian for Individual Retirement Accounts, Health Savings Accounts, and other similar accounts?.....		RCN	YES / NO	
		G463	NR	11.
12. Does the bank provide custody, safekeeping, or other services involving the acceptance of orders for the sale or purchase of securities?.....		G464	NR	12.
13. Not applicable				
14. Captive insurance and reinsurance subsidiaries:		RCN	Amount	
a. Total assets of captive insurance subsidiaries (2).....		K193	NR	14.a.
b. Total assets of captive reinsurance subsidiaries (2).....		K194	NR	14.b.

¹ Report only highest level URLs (for example, report www.examplebank.biz, but do not also report www.examplebank.biz/checking). Report each top level domain name used (for example, report both www.examplebank.biz and www.examplebank.net).

² Report total assets before eliminating intercompany transactions between the consolidated insurance or reinsurance subsidiary and other offices or consolidated subsidiaries of the reporting bank.

Schedule RC-M—Continued

	Dollar Amounts in Thousands	RCON	Number	
Item 15 is to be completed by institutions that are required or have elected to be treated as a Qualified Thrift Lender.				
15. Qualified Thrift Lender (QTL) test:				
a. Does the institution use the Home Owners' Loan Act (HOLA) QTL test or the Internal Revenue Service Domestic Building and Loan Association (IRS DBLA) test to determine its QTL compliance? (for the HOLA QTL test, enter 1; for the IRS DBLA test, enter 2).....	L133		NR	15.a.
b. Has the institution been in compliance with the HOLA QTL test as of each month end during the quarter or the IRS DBLA test for its most recent taxable year, as applicable?.....	L135		NR	15.b.
Item 16.a and, if appropriate, Items 16.b.(1) through 16.b.(3) are to be completed annually in the December report only.				
16. International remittance transfers offered to consumers: ¹				
a. Estimated number of international remittance transfers provided by your institution during the calendar year ending on the report date.....	N523		NR	16.a.
Items 16.b.(1) through 16.b.(3) are to be completed by institutions that reported 501 or more international remittance transfers in Item 16.a in either or both of the current report or the prior December report in which Item 16.a was required to be completed.				
b. Estimated dollar value of remittance transfers provided by your institution and usage of regulatory exceptions during the calendar year ending on the report date:	N524		NR	16.b.1.
(1) Estimated dollar value of international remittance transfers.....				
(2) Estimated number of international remittance transfers for which your institution applied the permanent exchange rate exception.....	MM07		NR	16.b.2.
(3) Estimated number of international remittance transfers for which your institution applied the permanent covered third-party fee exception.....	MQ52		NR	16.b.3.
17. U.S. Small Business Administration Paycheck Protection Program (PPP) loans ² and the Federal Reserve PPP Liquidity Facility (PPPLF):				
a. Number of PPP loans outstanding.....	LG26		0	17.a.
b. Outstanding balance of PPP loans.....	LG27		0	17.b.
c. Outstanding balance of PPP loans pledged to the PPPLF.....	LG28		0	17.c.
d. Outstanding balance of borrowings from Federal Reserve Banks under the PPPLF with a remaining maturity of:				
(1) One year or less.....	LL59		0	17.d.1.
(2) More than one year.....	LL60		0	17.d.2.
e. Quarterly average amount of PPP loans pledged to the PPPLF and excluded from "Total assets for the leverage ratio" reported in Schedule RC-R, Part I, Item 30.....	LL57		0	17.e.

1 Report information about international electronic transfers of funds offered to consumers in the United States that: (a) are "remittance transfers" as defined by subpart B of Regulation E (12 CFR § 1005.30(e)), or (b) would qualify as "remittance transfers" under subpart B of Regulation E (12 CFR § 1005.30(e)) but are excluded from that definition only because the provider is not providing those transfers in the normal course of its business. See 12 CFR § 1005.30(f). For purposes of this Item 16, such transfers are referred to as international remittance transfers.

Exclude transfers sent by your institution as a correspondent bank for other providers. Report information only about transfers for which the reporting institution is the provider.

2 Paycheck Protection Program (PPP) covered loans as defined in sections 7(a)(36) and 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(36) and (37)).

Schedule RC-N—Past Due and Nonaccrual Loans, Leases, and Other AssetsFFIEC 051
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	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
	RCON	Amount	RCON	Amount	RCON	Amount	
Dollar Amounts in Thousands							
1. Loans secured by real estate:							
a. Construction, land development, and other land loans:							
(1) 1-4 family residential construction loans.....	F172	1,087	F174	0	F176	0	1.a.1.
(2) Other construction loans and all land development and other land loans.....	F173	300	F175	0	F177	0	1.a.2.
b. Secured by farmland.....	3493	600	3494	0	3495	0	1.b.
c. Secured by 1-4 family residential properties:							
(1) Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	5398	0	5399	0	5400	0	1.c.1.
(2) Closed-end loans secured by 1-4 family residential properties:							
(a) Secured by first liens.....	C236	2,891	C237	0	C229	1,412	1.c.2.a.
(b) Secured by junior liens.....	C238	726	C239	0	C230	5	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties.....	3499	0	3500	0	3501	0	1.d.
e. Secured by nonfarm nonresidential properties:							
(1) Loans secured by owner-occupied nonfarm nonresidential properties.....	F178	4,588	F180	7	F182	2,399	1.e.1.
(2) Loans secured by other nonfarm nonresidential properties.....	F179	22	F181	0	F183	4,404	1.e.2.
2. Loans to depository institutions and acceptances of other banks.....	B834	0	B835	0	B836	0	2.
3. Not applicable							
4. Commercial and industrial loans.....	1606	558	1607	53	1608	1,076	4.
5. Loans to individuals for household, family, and other personal expenditures:							
a. Credit cards.....	B575	0	B576	0	B577	0	5.a.
b. Automobile loans.....	K213	205	K214	1	K215	18	5.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	K216	368	K217	4	K218	98	5.c.
6. Not applicable							
7. All other loans (1).....	S459	1,210	S460	0	S461	900	7.
8. Lease financing receivables.....	1226	0	1227	0	1228	0	8.
9. Total loans and leases (sum of items 1 through 8).....	1406	12,555	1407	65	1403	10,312	9.
10. Debt securities and other assets (exclude other real estate owned and other repossessed assets).....	3505	0	3506	0	3507	0	10.

1 Includes past due and nonaccrual "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

Schedule RC-N—Continued

Amounts reported by loan and lease category in Schedule RC-N, items 1 through 8, include guaranteed and unguaranteed portions of past due and nonaccrual loans and leases. Report in items 11 and 12 below certain guaranteed loans and leases that have already been included in the amounts reported in items 1 through 8.

	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
	RCON	Amount	RCON	Amount	RCON	Amount	
Dollar Amounts in Thousands							
11. Loans and leases reported in items 1 through 8 above that are wholly or partially guaranteed by the U.S. Government, excluding loans and leases covered by loss-sharing agreements with the FDIC.....							
	K036	0	K037	0	K038	0	11.
a. Guaranteed portion of loans and leases included in item 11 above, excluding rebooked "GNMA loans".....							
	K039	0	K040	0	K041	0	11.a.
b. Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase included in item 11 above.....							
	K042	0	K043	0	K044	0	11.b.
12. Portion of covered loans and leases reported in item 9 above that is protected by FDIC loss-sharing agreements.....							
			K103	0	K104	0	12.

Memoranda

	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
	RCON	Amount	RCON	Amount	RCON	Amount	
Dollar Amounts in Thousands							
<i>Memorandum items 1.a.(1) through 1.f.(5) are to be completed semiannually in the June and December reports only. Memorandum item 1.g is to be completed quarterly.</i>							
1. Loan modifications to borrowers experiencing financial difficulty included in Schedule RC-N, items 1 through 7, above (and not reported in Schedule RC-C, Part I, Memorandum item 1):							
a. Construction, land development, and other land loans:							
(1) 1-4 family residential construction loans.....	K105	0	K106	0	K107	0	M.1.a.1.
(2) Other construction loans and all land development and other land loans.....	K108	0	K109	0	K110	0	M.1.a.2.
b. Loans secured by 1-4 family residential properties.....	F661	0	F662	0	F663	284	M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	K111	0	K112	0	K113	0	M.1.c.
d. Secured by nonfarm nonresidential properties:							
(1) Loans secured by owner-occupied nonfarm nonresidential properties.....	K114	0	K115	0	K116	0	M.1.d.1.
(2) Loans secured by other nonfarm nonresidential properties.....	K117	0	K118	0	K119	0	M.1.d.2.
e. Commercial and industrial loans.....	K257	0	K258	0	K259	251	M.1.e.

Schedule RC-N—ContinuedFFIEC 051
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RC-23**Memoranda—Continued**

		(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
		RCON	Amount	RCON	Amount	RCON	Amount	
Dollar Amounts in Thousands								
1.f. All other loans (include loans to individuals for household, family, and other personal expenditures).....		K126	0	K127	0	K128	604	M.1.f.
<i>Itemize loan categories included in Memorandum item 1.f, above that exceed 10 percent of total loan modifications to borrowers experiencing financial difficulty that are past due 30 days or more or in nonaccrual status (sum of Memorandum items 1.a through 1.e plus 1.f, columns A through C):</i>								
(1) Loans secured by farmland.....		K130	0	K131	0	K132	0	M.1.f.1.
(2) and (3) Not applicable								
(4) Loans to individuals for household, family, and other personal expenditures:								
(a) Credit cards.....		K274	0	K275	0	K276	0	M.1.f.4.a.
(b) Automobile loans.....		K277	0	K278	0	K279	0	M.1.f.4.b.
(c) Other (includes revolving credit plans other than credit cards and other consumer loans).....		K280	0	K281	0	K282	0	M.1.f.4.c.
<i>Memorandum item 1.f.5. is to be completed by:¹</i>								
• Banks with \$300 million or more in total assets								
• Banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans								
(5) Loans to finance agricultural production and other loans to farmers.....		K138	0	K139	0	K140	600	M.1.f.5.
g. Total loan modifications to borrowers experiencing financial difficulty included in Schedule RC-N, items 1 through 7, above (sum of Memorandum items 1.a.(1) through 1.f) (2).....		HK26	0	HK27	0	HK28	1,139	M.1.g.
2. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-N, items 4 and 7, above.....		6558	0	6559	0	6560	0	M.2.
3. Not applicable								

¹ The \$300 million asset-size test and the five percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

² Exclude amounts reported in Memorandum Items 1.f.(1) through 1.f.(5) when calculating the total in Memorandum Item 1.g.

Schedule RC-N—Continued

Memoranda—Continued

	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual	
	RCON	Amount	RCON	Amount	RCON	Amount
Dollar Amounts in Thousands						
Memorandum item 4 is to be completed by: ¹						
• banks with \$300 million or more in total assets						
• banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, Item 3) exceeding 5 percent of total loans:						
4. Loans to finance agricultural production and other loans to farmers (Included in Schedule RC-N, Item 7, above).....	1594	0	1597	0	1583	0 M.4.
Memorandum item 5 is to be completed semiannually in the June and December reports only.						
5. Loans and leases held for sale (Included in Schedule RC-N, Items 1 through 8, above).....	C240	0	C241	0	C226	0 M.5.
6. Not applicable						
Memorandum items 7 and 8 are to be completed semiannually in the June and December reports only.						
7. Additions to nonaccrual assets during the previous six months.....	RCON		Amount			
8. Nonaccrual assets sold during the previous six months.....	C410		8,006		M.7.	
	C411		0		M.8.	

	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual	
	RCON	Amount	RCON	Amount	RCON	Amount
Dollar Amounts in Thousands						
9. Loans to nondepository financial institutions included in Schedule RC-N, Item 7.....	PV23	0	PV24	0	PV25	0 M.9.

¹ The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

Schedule RC-O—Other Data for Deposit Insurance Assessments

All FDIC-insured depository institutions must complete Schedule RC-O each quarter on an "unconsolidated single FDIC certificate number basis," unless otherwise indicated (see instructions).

Dollar Amounts in Thousands		RCON	Amount	
1. Total deposit liabilities before exclusions (gross) as defined in Section 3(l) of the Federal Deposit Insurance Act and FDIC regulations.....		F236	1,638,095	1.
2. Total allowable exclusions, including interest accrued and unpaid on allowable exclusions.....		F237	0	2.
3. Not applicable				
4. Average consolidated total assets for the calendar quarter.....		K652	1,938,301	4.
a. Averaging method used				
(for daily averaging, enter 1, for weekly averaging, enter 2).....		K653	1	4.a
			Amount	
5. Average tangible equity for the calendar quarter (1).....		K654	265,381	5.
6. Holdings of long-term unsecured debt issued by other FDIC-insured depository institutions.....		K655	0	6.
7. Unsecured "Other borrowings" with a remaining maturity of (sum of items 7.a through 7.d must be less than or equal to Schedule RC-M, items 5.b.(1)(a)-(d) minus item 10.b):				
a. One year or less.....		G465	0	7.a.
b. Over one year through three years.....		G466	0	7.b.
c. Over three years through five years.....		G467	0	7.c.
d. Over five years.....		G468	0	7.d.
8. Subordinated notes and debentures with a remaining maturity of (sum of items 8.a. through 8.d. must equal Schedule RC, item 19):				
a. One year or less.....		G469	0	8.a.
b. Over one year through three years.....		G470	0	8.b.
c. Over three years through five years.....		G471	0	8.c.
d. Over five years.....		G472	0	8.d.
9. Brokered reciprocal deposits (Included in Schedule RC-E, Memorandum item 1.b).....		G803	0	9.
Item 9.a is to be completed on a fully consolidated basis by all institutions that own another insured depository institution.				
a. Fully consolidated brokered reciprocal deposits.....		L190	NR	9.a
10. Banker's bank certification:				
Does the reporting institution meet both the statutory definition of a banker's bank and the business conduct test set forth in FDIC regulations?.....		K656	NO	10.
If the answer to item 10 is "YES", complete Items 10.a and 10.b.				
a. Banker's bank deduction.....		K657	NR	10.a
b. Banker's bank deduction limit.....		K658	NR	10.b
11. Custodial bank certification:				
Does the reporting institution meet the definition of a custodial bank set forth in FDIC regulations?.....		K659	NO	11.
If the answer to item 11 is "YES", complete Items 11.a and 11.b. ²				
a. Custodial bank deduction.....		K660	NR	11.a
b. Custodial bank deduction limit.....		K661	NR	11.b

1 See Instructions for averaging methods. For deposit insurance assessment purposes, tangible equity is defined as Tier 1 capital as set forth in the banking agencies' regulatory capital standards and reported in Schedule RC-R, Part I, item 26, except as described in the instructions.

2 If the amount reported in item 11.b is zero, item 11.a may be left blank.

Schedule RC-O—Continued

Memoranda

Dollar Amounts in Thousands		RCON	Amount	
1. Total deposit liabilities of the bank, including related interest accrued and unpaid, less allowable exclusions, including related interest accrued and unpaid (sum of Memorandum items 1.a.(1), 1.b.(1), 1.c.(1), and 1.d.(1) must equal Schedule RC-O, Item 1 less Item 2):				
a. Deposit accounts (excluding retirement accounts) of \$250,000 or less: ¹				
(1) Amount of deposit accounts (excluding retirement accounts) of \$250,000 or less.....		F049	556,280	M.1.a.1.
(2) Number of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	Number			
	F050	23,157		M.1.a.2.
b. Deposit accounts (excluding retirement accounts) of more than \$250,000: ¹				
(1) Amount of deposit accounts (excluding retirement accounts) of more than \$250,000.....		F051	1,075,979	M.1.b.1.
(2) Number of deposit accounts (excluding retirement accounts) of more than \$250,000.....	Number			
	F052	521		M.1.b.2.
c. Retirement deposit accounts of \$250,000 or less: ¹				
(1) Amount of retirement deposit accounts of \$250,000 or less.....		F045	5,836	M.1.c.1.
(2) Number of retirement deposit accounts of \$250,000 or less.....	Number			
	F046	370		M.1.c.2.
d. Retirement deposit accounts of more than \$250,000: ¹				
(1) Amount of retirement deposit accounts of more than \$250,000.....		F047	0	M.1.d.1.
(2) Number of retirement deposit accounts of more than \$250,000.....	Number			
	F048	0		M.1.d.2.
Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets. ²				
2. Estimated amount of uninsured deposits including related interest accrued and unpaid (see instructions) ³				
		5597	1,069,799	M.2.
3. Has the reporting institution been consolidated with a parent bank or savings association in that parent bank's or parent savings association's Call Report?				
If so, report the legal title and FDIC Certificate Number of the parent bank or parent savings association:				
TEXT		RCON	FDIC Cert. No.	
A545		A545	00000	M.3.

1 The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.

2 The \$1 billion asset-size test is based on the total assets reported on the June 30, 2024, Report of Condition.

3 Uninsured deposits should be estimated based on the deposit insurance limits set forth in Memorandum items 1.a through 1.d.

Schedule RC-R—Regulatory Capital**Part I. Regulatory Capital Components and Ratios**

Part I is to be completed on a consolidated basis.

Dollar Amounts in Thousands		RCOA	Amount	
Common Equity Tier 1 Capital				
1. Common stock plus related surplus, net of treasury stock and unearned employee stock ownership plan (ESOP) shares.....	P742		29,000	1.
2. Retained earnings (1).....	KW00		239,051	2.
a. Does your institution have a CECL transition election in effect as of the quarter-end report date? (enter "0" for No; enter "1" for Yes with a 3-year CECL transition election; enter "2" for Yes with a 5-year 2020 CECL transition election.)				
		RCOA	Number	
		JJ29	0	2.a.
3. Accumulated other comprehensive income (AOCI).....				
		RCOA	Amount	
		BS30	(87,610)	3.
a. AOCI opt-out election (enter "1" for Yes; enter "0" for No.).....				
		0=No 1=Yes	RCOA P838	1
				3.a.
4. Common equity tier 1 minority interest includable in common equity tier 1 capital.....				
		RCOA	Amount	
		P839	0	4.
5. Common equity tier 1 capital before adjustments and deductions (sum of items 1 through 4).....				
		P840	180,441	5.
Common Equity Tier 1 Capital: Adjustments and Deductions				
6. LESS: Goodwill net of associated deferred tax liabilities (DTLs).....				
		P841	1,498	6.
7. LESS: Intangible assets (other than goodwill and mortgage servicing assets (MSAs)), net of associated DTLs.....				
		P842	0	7.
8. LESS: Deferred tax assets (DTAs) that arise from net operating loss and tax credit carryforwards, net of any related valuation allowances and net of DTLs.....				
		P843	0	8.
9. AOCI-related adjustments (if entered "1" for Yes in item 3.a, complete only items 9.a through 9.e; if entered "0" for No in item 3.a, complete only item 9.f):				
a. LESS: Net unrealized gains (losses) on available-for-sale debt securities (if a gain, report as a positive value; if a loss, report as a negative value).....				
		P844	(87,610)	9.a.
b. Not applicable				
c. LESS: Accumulated net gains (losses) on cash flow hedges (if a gain, report as a positive value; if a loss, report as a negative value).....				
		P845	0	9.c.
d. LESS: Amounts recorded in AOCI attributed to defined benefit postretirement plans resulting from the initial and subsequent application of the relevant GAAP standards that pertain to such plans (if a gain, report as a positive value; if a loss, report as a negative value).....				
		P847	0	9.d.
e. LESS: Net unrealized gains (losses) on held-to-maturity securities that are included in AOCI (if a gain, report as a positive value; if a loss, report as a negative value).....				
		P848	0	9.e.
f. To be completed only by institutions that entered "0" for No in item 3.a: LESS: Accumulated net gain (loss) on cash flow hedges included in AOCI, net of applicable income taxes, that relates to the hedging of items that are not recognized at fair value on the balance sheet (if a gain, report as a positive value; if a loss, report as a negative value).....				
		P849	NR	9.f.

¹ Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should include the applicable portion of the CECL transitional amount or the modified CECL transitional amount, respectively, in this item.

Schedule RC-R—Continued

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Part I - Continued

Dollar Amounts in Thousands		RCOA	Amount	
10. Other deductions from (additions to) common equity tier 1 capital before threshold-based deductions:				
a. LESS: Unrealized net gain (loss) related to changes in the fair value of liabilities that are due to changes in own credit risk (if a gain, report as a positive value; if a loss, report as a negative value).....				
	Q258		0	10.a.
b. LESS: All other deductions from (additions to) common equity tier 1 capital before threshold-based deductions.....				
	P850		0	10.b.
11. Not applicable				
12. Subtotal (item 5 minus items 6 through 10.b.).....				
	P852		266,553	12.
13. LESS: Investments in the capital of unconsolidated financial institutions, net of associated DTLs, that exceed 25 percent of item 12.....				
	L858		0	13.
14. LESS: MSAs, net of associated DTLs, that exceed 25 percent of item 12.....				
	L859		0	14.
15. LESS: DTAs arising from temporary differences that could not be realized through net operating loss carrybacks, net of related valuation allowances and net of DTLs, that exceed 25 percent of item 12.....				
	L860		0	15.
16. Not applicable				
17. LESS: Deductions applied to common equity tier 1 capital due to insufficient amounts of additional tier 1 capital and tier 2 capital (1) to cover deductions.....				
	P857		0	17.
18. Total adjustments and deductions for common equity tier 1 capital (sum of items 13 through 17).....				
	P858		0	18.
19. Common equity tier 1 capital (item 12 minus item 18).....				
	P859		266,553	19.
Additional Tier 1 Capital				
20. Additional tier 1 capital instruments plus related surplus.....				
	P860		0	20.
21. Non-qualifying capital instruments subject to phase-out from additional tier 1 capital.....				
	P861		0	21.
22. Tier 1 minority interest not included in common equity tier 1 capital.....				
	P862		0	22.
23. Additional tier 1 capital before deductions (sum of items 20, 21, and 22).....				
	P863		0	23.
24. LESS: Additional tier 1 capital deductions.....				
	P864		0	24.
25. Additional tier 1 capital (greater of item 23 minus item 24, or zero).....				
	P865		0	25.
Tier 1 Capital				
26. Tier 1 capital (sum of items 19 and 25).....				
	8274		266,553	26.
Total Assets for the Leverage Ratio				
27. Average total consolidated assets (2).....				
	KW03		1,938,301	27.
28. LESS: Deductions from common equity tier 1 capital and additional tier 1 capital (sum of items 6, 7, 8, 10.b, 13 through 15, 17, and certain elements of item 24 - see instructions).....				
	P875		1,498	28.
29. LESS: Other deductions from (additions to) assets for leverage ratio purposes.....				
	B596		0	29.
30. Total assets for the leverage ratio (item 27 minus items 28 and 29).....				
	A224		1,936,803	30.

1 An Institution that has a CBLR framework election in effect as of the quarter-end report date is neither required to calculate tier 2 capital nor make any deductions that would have been taken from tier 2 capital as of the report date.

2 Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should include the applicable portion of the CECL transitional amount or the modified CECL transitional amount, respectively, in item 27.

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RC-29**Part I - Continued****Leverage Ratio***

31. Leverage ratio (Item 26 divided by Item 30)

RCOA	Percentage
7204	13.7625%

31.

a. Does your institution have a community bank leverage ratio (CBLR) framework election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No)

0=No	RCOA
1=Yes	LE74
	1

31.a.

If your institution entered "1" for Yes in Item 31.a:

- Complete Items 32 through 37 and, if applicable, Items 38.a through 38.c,
- Do not complete items 39 through 54, and
- Do not complete Part II of Schedule RC-R.

If your institution entered "0" for No in Item 31.a:

- Skip (do not complete) items 32 through 38.c,
- Complete items 39 through 54, as applicable, and
- Complete Part II of Schedule RC-R.

Item 31.b is to be completed only by non-advanced approaches institutions that elect to use the Standardized Approach for Counterparty Credit Risk (SA-CCR) for purposes of the standardized approach.

b. Standardized Approach for Counterparty Credit Risk opt-in election
(enter "1" for Yes; leave blank for No).....

	RCOA
1=Yes	NC99

31.b.

Qualifying Criteria and Other Information for CBLR Institutions*

	(Column A)		(Column B)		
	RCOA	Amount	RCOA	Percentage	
32. Total assets (Schedule RC, Item 12); (must be less than \$10 billion).....	2170	1,823,649			32.
33. Trading assets and trading liabilities (Schedule RC, sum of items 5 and 15). Report as a dollar amount in column A and as a percentage of total assets (5% limit) in column B.....	KX77	0	KX78	0.0000%	33.
34. Off-balance sheet exposures:					
a. Unused portion of conditionally cancellable commitments.....	KX79	113,227			34.a.
b. Securities lent and borrowed (Schedule RC-L, sum of items 6.a and 6.b).....	KX80	0			34.b.
c. Other off-balance sheet exposures.....	KX81	593			34.c.
d. Total off-balance sheet exposures (sum of items 34.a through 34.c). Report as a dollar amount in column A and as a percentage of total assets (25% limit) in column B.....	KX82	113,820	KX83	6.2413%	34.d.

	Dollar Amounts in Thousands		RCOA	Amount	
35. Unconditionally cancellable commitments.....			SS40	0	35.
36. Investments in the tier 2 capital of unconsolidated financial institutions.....			LB61	0	36.
37. Allocated transfer risk reserve.....			3128	0	37.
38. Amount of allowances for credit losses on purchased credit-deteriorated assets:					
a. Loans and leases held for investment.....			JJ30	0	38.a.
b. Held-to-maturity debt securities.....			JJ31	0	38.b.
c. Other financial assets measured at amortized cost.....			JJ32	0	38.c.

* Report each ratio as a percentage, rounded to four decimal places, e.g., 12.3456.

Schedule RC-R—Continued

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RC-30

Part I - Continued

If your institution entered "0" for No in Item 31.a, complete items 39 through 54, as applicable, and Part II of Schedule RC-R.
If your institution entered "1" for Yes in Item 31.a, do not complete items 39 through 54 or Part II of Schedule RC-R.

Dollar Amounts in Thousands		RCOA	Amount	
Tier 2 Capital¹				
39. Tier 2 capital instruments plus related surplus.....		P866	NR	39.
40. Non-qualifying capital instruments subject to phase-out from tier 2 capital.....		P867	NR	40.
41. Total capital minority interest that is not included in tier 1 capital.....		P868	NR	41.
42. Adjusted allowances for credit losses (AACL) includable in tier 2 capital (2).....		S310	NR	42.
43. Not applicable				
44. Tier 2 capital before deductions (sum of items 39 through 42).....		P870	NR	44.
45. LESS: Tier 2 capital deductions.....		P872	NR	45.
46. Tier 2 capital (greater of item 44 minus item 45, or zero).....		S311	NR	46.
Total Capital				
47. Total capital (sum of items 26 and 46).....		3792	NR	47.
Total Risk-Weighted Assets				
48. Total risk-weighted assets (from Schedule RC-R, Part II, item 31).....		A223	NR	48.
Risk-Based Capital Ratios*				
49. Common equity tier 1 capital ratio (item 19 divided by item 48).....		P793	NR	49.
50. Tier 1 capital ratio (item 26 divided by item 48).....		7206	NR	50.
51. Total capital ratio (item 47 divided by item 48).....		7205	NR	51.
Capital Buffer*				
52. Institution-specific capital conservation buffer necessary to avoid limitations on distributions and discretionary bonus payments.....		H311	NR	52.
Dollar Amounts in Thousands		RCOA	Amount	
53. Eligible retained income (3).....		H313	NR	53.
54. Distributions and discretionary bonus payments during the quarter (4).....		H314	NR	54.

* Report each ratio and buffer as a percentage, rounded to four decimal places, e.g., 12.3456.

1 An institution that has a CBLR framework election in effect as of the quarter-end report date is neither required to calculate tier 2 capital nor make any deductions that would have been taken from tier 2 capital as of the report date.

2 Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should subtract the applicable portion of the AACL transitional amount or the modified AACL transitional amount, respectively, from the AACL, as defined in the regulatory capital rule, before determining the amount of AACL includable in tier 2 capital. See instructions for further detail on the CECL transition provisions.

3 Institutions must complete item 53 only if the amount reported in item 52 above is less than or equal to 2.5000 percent.

4 Institutions must complete item 54 only if the amount reported in Schedule RC-R, Part I, item 52, in the Call Report for the previous calendar quarter-end report date was less than or equal to 2.5000 percent.

Schedule RC-R—Continued

Part II. Risk-Weighted Assets

Institutions that entered "1" for Yes in Schedule RC-R, Part I, item 31.a, do not have to complete Schedule RC-R, Part II.
Institutions are required to assign a 100 percent risk weight to all assets not specifically assigned a risk weight under Subpart D of the federal banking agencies' regulatory capital rules¹ and not deducted from tier 1 or tier 2 capital.
Items 1 through 25 (column A through column U, as applicable) are to be completed semiannually in the June and December reports only.

	(Column A)	(Column B)	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)	(Column H)	(Column I)	(Column J)
	Totals From Schedule RC	Adjustments to Totals Reported In Column A	Allocation by Risk-Weight Category							
			0%	2%	4%	10%	20%	50%	100%	150%
Dollar Amounts in Thousands	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Balance Sheet Asset Categories²										
1. Cash and balances due from depository institutions.....	RCON D957	RCON S396	RCON D958				RCON D959	RCON S397	RCON D960	RCON S398
	NR	NR	NR				NR	NR	NR	NR
2. Securities:	RCON D961	RCON S399	RCON D962	RCON HJ74	RCON HJ75		RCON D963	RCON D964	RCON D965	RCON S400
a. Held-to-maturity securities (3).....	NR	NR	NR	NR	NR		NR	NR	NR	NR
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading.....	RCON JA21	RCON S402	RCON D967	RCON HJ76	RCON HJ77		RCON D968	RCON D969	RCON D970	RCON S403
	NR	NR	NR	NR	NR		NR	NR	NR	NR
3. Federal funds sold and securities purchased under agreements to resell:										
a. Federal funds sold.....	RCON D971		RCON D972				RCON D973	RCON S410	RCON D974	RCON S411
	NR		NR				NR	NR	NR	NR
b. Securities purchased under agreements to resell.....	RCON H171	RCON H172								
	NR	NR								
4. Loans and leases held for sale:	RCON S413	RCON S414	RCON H173				RCON S415	RCON S416	RCON S417	
a. Residential mortgage exposures.....	NR	NR	NR				NR	NR	NR	
b. High volatility commercial real estate exposures.....	RCON S419	RCON S420	RCON H174				RCON H175	RCON H176	RCON H177	RCON S421
	NR	NR	NR				NR	NR	NR	NR

¹ For national banks and federal savings associations, 12 CFR Part 3; for state member banks, 12 CFR Part 217; and for state nonmember banks and state savings associations, 12 CFR Part 324.
² All securitization exposures held as on-balance sheet assets of the reporting institution are to be excluded from items 1 through 8 and are to be reported instead in item 9.
³ Institutions should report held-to-maturity securities net of allowances for credit losses in item 2.a, column A. Institutions should report as a negative number in item 2.a., column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.

Schedule RC-R—Continued

Part II—Continued

	(Column K)	(Column L)	(Column M)	(Column N)	(Column O)	(Column P)	(Column Q)	(Column R)	(Column S)
	Allocation by Risk-Weight Category							Application of Other Risk-Weighting Approaches ¹	
	250%	300%	400%	600%	625%	937.5%	1250%	Exposure Amount	Risk-Weighted Asset Amount
Dollar Amounts in Thousands	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Balance Sheet Asset Categories (continued)									
1. Cash and balances due from depository institutions.....									1.
2. Securities:									2.a.
a. Held-to-maturity securities.....									
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading.....		RCON S405		RCON S406				RCON H271	RCON H272
		NR		NR				NR	NR
3. Federal funds sold and securities purchased under agreements to resell:									
a. Federal funds sold.....									3.a.
b. Securities purchased under agreements to resell.....									3.b.
4. Loans and leases held for sale:								RCON H273	RCON H274
a. Residential mortgage exposures.....								NR	NR
b. High volatility commercial real estate exposures.....								RCON H275	RCON H276
								NR	NR

¹ Includes, for example, investments in mutual funds/investment funds, exposures collateralized by securitization exposures or mutual funds, separate account bank-owned life insurance, and default fund contributions to central counterparties.

Schedule RC-R—Continued

Part II—Continued

		(Column A) Totals From Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)	(Column H)	(Column I)	(Column J)
				Allocation by Risk-Weight Category							
				0%	2%	4%	10%	20%	50%	100%	150%
Dollar Amounts in Thousands		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
4.	Loans and leases held for sale (continued):										
	c. Exposures past due 90 days or more or on nonaccrual (1).....	RCON S423	RCON S424	RCON S425	RCON HJ78	RCON HJ79		RCON S426	RCON S427	RCON S428	RCON S429
		NR	NR	NR	NR	NR		NR	NR	NR	NR
	d. All other exposures.....	RCON S431	RCON S432	RCON S433	RCON HJ80	RCON HJ81		RCON S434	RCON S435	RCON S436	RCON S437
		NR	NR	NR	NR	NR		NR	NR	NR	NR
5.	Loans and leases held for investment: (2)	RCON S439	RCON S440	RCON H178				RCON S441	RCON S442	RCON S443	
	a. Residential mortgage exposures.....	NR	NR	NR				NR	NR	NR	
	b. High volatility commercial real estate exposures.....	RCON S445	RCON S446	RCON H179				RCON H180	RCON H181	RCON H182	RCON S447
		NR	NR	NR				NR	NR	NR	NR
	c. Exposures past due 90 days or more or on nonaccrual (3).....	RCON S449	RCON S450	RCON S451	RCON HJ82	RCON HJ83		RCON S452	RCON S453	RCON S454	RCON S455
		NR	NR	NR	NR	NR		NR	NR	NR	NR
	d. All other exposures.....	RCON S457	RCON S458	RCON S459	RCON HJ84	RCON HJ85		RCON S460	RCON S461	RCON S462	RCON S463
		NR	NR	NR	NR	NR		NR	NR	NR	NR
6.	LESS: Allowance for credit losses on loans and leases.....	RCON 3123	RCON 3123								
		NR	NR								

1 For loans and leases held for sale, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.

2 Institutions should report as a positive number in column B of items 5.a through 5.d, as appropriate, any allowances for credit losses on purchased credit-deteriorated assets reported in column A of items 5.a through 5.d, as appropriate.

3 For loans and leases held for investment, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.

Schedule RC-R—Continued

Part II—Continued

	(Column K)	(Column L)	(Column M)	(Column N)	(Column O)	(Column P)	(Column Q)	(Column R)	(Column S)
	Allocation by Risk-Weight Category							Application of Other Risk-Weighting Approaches ¹	
	250%	300%	400%	600%	625%	937.5%	1250%	Exposure Amount	Risk-Weighted Asset Amount
Dollar Amounts in Thousands	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
4. Loans and leases held for sale (continued):									
c. Exposures past due 90 days or more or on nonaccrual (2).....								RCON H277	RCON H278
								NR	NR
d. All other exposures.....								RCON H279	RCON H280
								NR	NR
5. Loans and leases held for investment:									
a. Residential mortgage exposures.....								RCON H281	RCON H282
								NR	NR
b. High volatility commercial real estate exposures.....								RCON H283	RCON H284
								NR	NR
c. Exposures past due 90 days or more or on nonaccrual (3).....								RCON H285	RCON H286
								NR	NR
d. All other exposures.....								RCON H287	RCON H288
								NR	NR
6. LESS: Allowance for credit losses on loans and leases.....									

¹ Includes, for example, investments in mutual funds/investment funds, exposures collateralized by securitization exposures or mutual funds, separate account bank-owned life insurance, and default fund contributions to central counterparties.

² For loans and leases held for sale, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.

³ For loans and leases held for investment, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.

Schedule RC-R—Continued

Part II—Continued

	(Column A) Totals From Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)	(Column H)	(Column I)	(Column J)
			Allocation by Risk-Weight Category							
			0%	2%	4%	10%	20%	50%	100%	150%
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Dollar Amounts in Thousands	RCON D976	RCON S466	RCON D977	RCON HJ86	RCON HJ87		RCON D978	RCON D979	RCON D980	RCON S467
7. Trading assets.....	NR	NR	NR	NR	NR		NR	NR	NR	NR
	RCON D981	RCON S469	RCON D982	RCON HJ88	RCON HJ89		RCON D983	RCON D984	RCON D985	RCON H185
8. All other assets (1,2,3).....	NR	NR	NR	NR	NR		NR	NR	NR	NR
a. Separate account bank-owned life insurance.....										
b. Default fund contributions to central counterparties.....										

1 Includes premises and fixed assets; other real estate owned; investments in unconsolidated subsidiaries and associated companies; direct and indirect investments in real estate ventures; intangible assets; and other assets.

2 Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should report as a positive number in item 8, column B, the applicable portion of the DTA transitional amount as determined in accordance with the 3-year or the 5-year 2020 CECL transition rule, respectively.

3 Institutions that have reported any assets, net of allowances for credit losses in item 8, column A, should report as a negative number in item 8, column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.

Schedule RC-R—Continued**Part II—Continued**

	(Column K)	(Column L)	(Column M)	(Column N)	(Column O)	(Column P)	(Column Q)	(Column R)	(Column S)
	Allocation by Risk-Weight Category							Application of Other Risk-Weighting Approaches ¹	
	250%	300%	400%	600%	625%	937.5%	1250%	Exposure Amount	Risk-Weighted Asset Amount
Dollar Amounts in Thousands	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
7. Trading assets.....		RCON H186	RCON H290	RCON H187				RCON H291	RCON H292
		NR	NR	NR				NR	NR
	RCON H293	RCON H188	RCON S470	RCON S471				RCON H294	RCON H295
	NR	NR	NR	NR				NR	NR
8. All other assets (2).....								RCON H296	RCON H297
a. Separate account bank-owned life insurance.....								NR	NR
b. Default fund contributions to central counterparties.....								RCON H298	RCON H299
								NR	NR

¹ Includes, for example, investments in mutual funds/investment funds, exposures collateralized by securitization exposures or mutual funds, separate account bank-owned life insurance, and default fund contributions to central counterparties.

² Includes premises and fixed assets; other real estate owned; investments in unconsolidated subsidiaries and associated companies; direct and indirect investments in real estate ventures; intangible assets; and other assets.

Schedule RC-R—Continued

Part II—Continued

	(Column A) Totals	(Column B) Adjustments to Totals Reported In Column A	(Column Q) Allocation by Risk-Weight Category (Exposure Amount)	(Column T) Total Risk-Weighted Asset Amount by Calculation Methodology	(Column U)
			1250%	SSFA ¹	Gross-Up
	Amount	Amount	Amount	Amount	Amount
Dollar Amounts in Thousands					
Securitization Exposures: On- and Off-Balance Sheet					
9. On-balance sheet securitization exposures:					
a. Held-to-maturity securities (2).....	RCON S475	RCON S476	RCON S477	RCON S478	RCON S479
	NR	NR	NR	NR	NR
b. Available-for-sale securities.....	RCON S480	RCON S481	RCON S482	RCON S483	RCON S484
	NR	NR	NR	NR	NR
c. Trading assets.....	RCON S485	RCON S486	RCON S487	RCON S488	RCON S489
	NR	NR	NR	NR	NR
d. All other on-balance sheet securitization exposures.....	RCON S490	RCON S491	RCON S492	RCON S493	RCON S494
	NR	NR	NR	NR	NR
10. Off-balance sheet securitization exposures.....	RCON S495	RCON S496	RCON S497	RCON S498	RCON S499
	NR	NR	NR	NR	NR

	(Column A) Total From Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)	(Column H)	(Column I)	(Column J)
	Allocation by Risk-Weight Category									
			0%	2%	4%	10%	20%	50%	100%	150%
Dollar Amounts in Thousands										
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
	RCON 2170	RCON S500	RCON D987	RCON HJ90	RCON HJ91		RCON D988	RCON D989	RCON D990	RCON S503
11. Total balance sheet assets (3).....	NR	NR	NR	NR	NR		NR	NR	NR	NR

	(Column K)	(Column L)	(Column M)	(Column N)	(Column O)	(Column P)	(Column Q)	(Column R)
	Allocation by Risk-Weight Category							Application of Other Risk- Weighting Approaches
	250%	300%	400%	600%	625%	937.5%	1250%	Exposure Amount
Dollar Amounts in Thousands								
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
	RCON S504	RCON S505	RCON S506	RCON S507			RCON S510	RCON H300
11. Total balance sheet assets (3).....	NR	NR	NR	NR			NR	NR

1 Simplified Supervisory Formula Approach.
2 Institutions should report held-to-maturity securities, net of allowances for credit losses in item 9.a., column A. Institutions should report as a negative number in item 9.a., column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.
3 For each of columns A through R of item 11, report the sum of items 1 through 9. For item 11, the sum of columns B through R must equal column A. Item 11, column A, must equal Schedule RC, item 12.

Schedule RC-R—Continued**Part II—Continued**

(Column A) Face, Notional, or Other Amount	CCF ¹	(Column B) Credit Equivalent Amount ²	(Column C)	(Column D)	(Column E)	(Col F)	(Column G)	(Column H)	(Column I)	(Column J)
			Allocation by Risk-Weight Category							
			0%	2%	4%	10%	20%	50%	100%	150%
Dollar Amounts in Thousands Amount		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Derivatives, Off-Balance Sheet Items, and Other Items Subject to Risk Weighting (Excluding Securitization Exposures) (3)										
12. Financial standby letters of credit.....	RCON D991	RCON D992	RCON D993	RCON HU92	RCON HU93		RCON D994	RCON D995	RCON D996	RCON SS11
	NR 1.0	NR	NR	NR	NR		NR	NR	NR	NR 12.
13. Performance standby letters of credit and transaction-related contingent items.....	RCON D997	RCON D998	RCON D999				RCON G603	RCON G604	RCON G605	RCON SS12
	NR 0.5	NR	NR				NR	NR	NR	NR 13.
14. Commercial and similar letters of credit with an original maturity of one year or less.....	RCON G606	RCON G607	RCON G608	RCON HU94	RCON HU95		RCON G609	RCON G610	RCON G611	RCON SS13
	NR 0.2	NR	NR	NR	NR		NR	NR	NR	NR 14.
15. Retained recourse on small business obligations sold with recourse.....	RCON G612	RCON G613	RCON G614				RCON G615	RCON G616	RCON G617	RCON SS14
	NR 1.0	NR	NR				NR	NR	NR	NR 15.

¹ Credit conversion factor.² Column A multiplied by credit conversion factor. For each of items 12 through 21, the sum of columns C through J plus column R must equal column B.³ All derivatives and off-balance sheet items that are securitization exposures are to be excluded from items 12 through 21 and are to be reported instead in item 10.

Schedule RC-R—Continued

Part II—Continued

	(Column A) Face, Notional, or Other Amount	CCF ¹	(Column B) Credit Equivalent Amount ²	(Column C)	(Column D)	(Column E)	(Col F)	(Column G)	(Column H)	(Column I)	(Column J)
				Allocation by Risk-Weight Category							
					0%	2%	4%	10%	20%	50%	100%
Dollar Amounts in Thousands	Amount		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
16. Repo-style transactions (3).....	RCON SS15		RCON SS16	RCON SS17	RCON SS18	RCON SS19		RCON SS20	RCON SS21	RCON SS22	RCON SS23
	NR	1.0	NR	NR	NR	NR		NR	NR	NR	NR
17. All other off-balance sheet liabilities.....	RCON G618		RCON G619	RCON G620				RCON G621	RCON G622	RCON G623	RCON SS24
	NR	1.0	NR	NR				NR	NR	NR	NR
18. Unused commitments (exclude unused commitments to asset-backed commercial paper conduits):											
a. Original maturity of one year or less.....	RCON SS25		RCON SS26	RCON SS27	RCON HJ96	RCON HJ97		RCON SS28	RCON SS29	RCON SS30	RCON SS31
	NR	0.2	NR	NR	NR	NR		NR	NR	NR	NR
b. Original maturity exceeding one year	RCON G624		RCON G625	RCON G626	RCON HJ98	RCON HJ99		RCON G627	RCON G628	RCON G629	RCON SS39
	NR	0.5	NR	NR	NR	NR		NR	NR	NR	NR
19. Unconditionally cancelable commitments	RCON SS40		RCON SS41								
	NR	0.0	NR								
20. Over-the-counter derivatives			RCON SS42	RCON SS43	RCON HK00	RCON HK01	RCON SS44	RCON SS45	RCON SS46	RCON SS47	RCON SS48
			NR	NR	NR	NR	NR	NR	NR	NR	NR
21. Centrally cleared derivatives			RCON SS49	RCON SS50	RCON SS51	RCON SS52		RCON SS54	RCON SS55	RCON SS56	RCON SS57
			NR	NR	NR	NR		NR	NR	NR	NR
22. Unsettled transactions (failed trades) (4)	RCON H191			RCON H193				RCON H194	RCON H195	RCON H196	RCON H197
	NR			NR				NR	NR	NR	NR

¹ Credit conversion factor.² For Items 16 through 19, column A multiplied by credit conversion factor.³ Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.⁴ For Item 22, the sum of columns C through Q must equal column A.

Schedule RC-R—Continued

Part II—Continued

					(Column O)	(Column P)	(Column Q)	(Column R)	(Column S)	
					Allocation by Risk-Weight Category			Application of Other Risk-Weighting Approaches¹		
					625%	937.5%	1250%	Credit Equivalent Amount	Risk-Weighted Asset Amount	
					Amount	Amount	Amount	Amount	Amount	
Dollar Amounts in Thousands								RCON H301	RCON H302	
16. Repo-style transactions (2).....								NR	NR	16.
17. All other off-balance sheet liabilities.....										17.
18. Unused commitments (excludes unused commitments to asset-backed commercial paper conduits):								RCON H303	RCON H304	
a. Original maturity of one year or less.....								NR	NR	18.a.
b. Original maturity exceeding one year								RCON H307	RCON H308	
								NR	NR	18.b.
19. Unconditionally cancelable commitments										19.
								RCON H309	RCON H310	
20. Over-the-counter derivatives								NR	NR	20.
21. Centrally cleared derivatives										21.
22. Unsettled transactions (failed trades) (3).....					RCON H198	RCON H199	RCON H200			22.
					NR	NR	NR			

¹ Includes, for example, exposures collateralized by securitization exposures or mutual funds.
² Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.
³ For Item 22, the sum of columns C through Q must equal column A.

Schedule RC-R—Continued

Part II—Continued

Dollar Amounts in Thousands	(Column C)	(Column D)	(Column E)	(Column F)	(Column G)	(Column H)	(Column I)	(Column J)
	Allocation by Risk-Weight Category							
	0%	2%	4%	10%	20%	50%	100%	150%
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
23. Total assets, derivatives, off-balance sheet items, and other items subject to risk weighting by risk-weight category (for each of columns C through P, sum of items 11 through 22; for column Q, sum of items 10 through 22)	RCON G630	RCON S558	RCON S559	RCON S560	RCON G631	RCON G632	RCON G633	RCON S561
	NR	NR	NR	NR	NR	NR	NR	NR
24. Risk weight factor	X 0%	X 2%	X 4%	X 10%	X 20%	X 50%	X 100%	X 150%
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24)	RCON G634	RCON S569	RCON S570	RCON S571	RCON G635	RCON G636	RCON G637	RCON S572
	NR	NR	NR	NR	NR	NR	NR	NR

Schedule RC-R—Continued

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Part II—Continued

	(Column K)	(Column L)	(Column M)	(Column N)	(Column O)	(Column P)	(Column Q)	
	Allocation by Risk-Weight Category							
	250%	300%	400%	600%	625%	937.5%	1250%	
Dollar Amounts in Thousands	Amount	Amount	Amount	Amount	Amount	Amount	Amount	
23. Total assets, derivatives, off-balance sheet items, and other items subject to risk weighting by risk-weight category (for each of columns C through P, sum of items 11 through 22; for column Q, sum of items 10 through 22)	RCON S562	RCON S563	RCON S564	RCON S565	RCON S566	RCON S567	RCON S568	23.
	NR	NR	NR	NR	NR	NR	NR	
24. Risk weight factor	X 250%	X 300%	X 400%	X 600%	X 625%	X 937.5%	X 1250%	24.
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24)	RCON S573	RCON S574	RCON S575	RCON S576	RCON S577	RCON S578	RCON S579	25.
	NR	NR	NR	NR	NR	NR	NR	

Items 26 through 31 are to be completed quarterly.

	Dollar Amounts in Thousands	Totals	
	RCON	Amount	
26. Risk-weighted assets base for purposes of calculating the adjusted allowances for credit losses (AACL) 1.25 percent threshold.....	S580	NR	26.
27. Standardized market-risk weighted assets (applicable only to banks that are covered by the market risk capital rules).....	S581	NR	27.
28. Risk-weighted assets before deductions for excess AACL (1) and allocated transfer risk reserve (2).....	B704	NR	28.
29. LESS: Excess AACL (1)	A222	NR	29.
30. LESS: Allocated transfer risk reserve	3128	NR	30.
31. Total risk-weighted assets (item 28 minus items 29 and 30).....	G641	NR	31.

¹ Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should subtract the applicable portion of the AACL transitional amount or the modified AACL transitional amount, respectively, from the AACL, as defined in the regulatory capital rule, before determining the amount of excess AACL.

² Sum of items 2.b through 20, column S; items 9.a, 9.b, 9.c, 9.d, and 10, columns T and U; item 25, columns C through Q; and item 27 (if applicable).

Schedule RC-R—Continued

Part II—Continued

Memoranda

		Dollar Amounts in Thousands		RCON	Amount
Memorandum items 1, 2, and 3 are to be completed semiannually in the June and December reports only.					
1. Current credit exposure across all derivative contracts covered by the regulatory capital rules				G642	NR M.1.

		With a remaining maturity of					
		(Column A) One year or less		(Column B) Over one year through five years		(Column C) Over five years	
Dollar Amounts in Thousands		RCON	Amount	RCON	Amount	RCON	Amount
2. Notional principal amounts of over-the-counter derivative contracts:							
a. Interest rate		S582	NR	S583	NR	S584	NR M.2.a.
b. Foreign exchange rate and gold		S585	NR	S586	NR	S587	NR M.2.b.
c. Credit (investment grade reference asset)		S588	NR	S589	NR	S590	NR M.2.c.
d. Credit (non-investment grade reference asset)		S591	NR	S592	NR	S593	NR M.2.d.
e. Equity		S594	NR	S595	NR	S596	NR M.2.e.
f. Precious metals (except gold)		S597	NR	S598	NR	S599	NR M.2.f.
g. Other		S600	NR	S601	NR	S602	NR M.2.g.
3. Notional principal amounts of centrally cleared derivative contracts:							
a. Interest rate		S603	NR	S604	NR	S605	NR M.3.a.
b. Foreign exchange rate and gold		S606	NR	S607	NR	S608	NR M.3.b.
c. Credit (investment grade reference asset)		S609	NR	S610	NR	S611	NR M.3.c.
d. Credit (non-investment grade reference asset)		S612	NR	S613	NR	S614	NR M.3.d.
e. Equity		S615	NR	S616	NR	S617	NR M.3.e.
f. Precious metals (except gold)		S618	NR	S619	NR	S620	NR M.3.f.
g. Other		S621	NR	S622	NR	S623	NR M.3.g.

		Dollar Amounts in Thousands		RCON	Amount
4. Amount of allowances for credit losses on purchased credit-deteriorated assets:					
a. Loans and leases held for investment.....				JJ30	NR M.4.a.
b. Held-to-maturity debt securities.....				JJ31	NR M.4.b.
c. Other financial assets measured at amortized cost.....				JJ32	NR M.4.c.

Schedule RC-T—Fiduciary and Related Services

1. Does the institution have fiduciary powers? (If "NO", do not complete Schedule RC-T).....
2. Does the institution exercise the fiduciary powers it has been granted?.....
3. Does the institution have any fiduciary or related activity (in the form of assets or accounts) to report in this schedule? (If "NO," do not complete the rest of Schedule RC-T).....

RCN	YES / NO	
A345	YES	1.
A346	YES	2.
B867	YES	3.

If the answer to Item 3 is "YES," complete the applicable items of Schedule RC-T, as follows:

Institutions with total fiduciary assets (item 10, sum of columns A and B) greater than \$1 billion (as of the preceding December 31 report date) or with gross fiduciary and related services income greater than 10% of revenue (net interest income plus noninterest income) for the preceding calendar year must complete:

- Items 4 through 22 and Memorandum item 3 quarterly,
- Items 23 through 26 annually with the December report, and
- Memorandum items 1, 2, and 4 annually with the December report.

Institutions with total fiduciary assets (item 10, sum of columns A and B) greater than \$250 million but less than or equal to \$1 billion (as of the preceding December 31 report date) that do not meet the fiduciary income test for quarterly reporting must complete:

- Items 4 through 22 and Memorandum item 3 semiannually with the June and December reports,
- Items 23 through 26 annually with the December report, and
- Memorandum items 1, 2, and 4 annually with the December report.

Institutions with total fiduciary assets (item 10, sum of columns A and B) less than or equal to \$250 million (as of the preceding December 31 report date) that do not meet the fiduciary income test for quarterly reporting must complete:

- Items 4 through 13 annually with the December report, and
 - Memorandum items 1 through 3 annually with the December report.
- Institutions with total fiduciary assets greater than \$100 million but less than or equal to \$250 million (as of the preceding December 31 report date) that do not meet the fiduciary income test for quarterly reporting must also complete Memorandum item 4 annually with the December report.

		(Column A) Managed Assets	(Column B) Non-Managed Assets	(Column C) Number of Managed Accounts	(Column D) Number of Non-Managed Accounts	
Dollar Amounts in Thousands		Amount	Amount	Number	Number	
Fiduciary and Related Assets		RCN B868	RCN B869	RCN B870	RCN B871	
4. Personal trust and agency accounts.....		NR	NR	NR	NR	4.
5. Employee benefit and retirement-related trust and agency accounts:						
a. Employee benefit - defined contribution.....		RCN B872	RCN B873	RCN B874	RCN B875	5.a.
b. Employee benefit - defined benefit.....		RCN B876	RCN B877	RCN B878	RCN B879	5.b.
c. Other employee benefit and retirement-related accounts.....		RCN B880	RCN B881	RCN B882	RCN B883	5.c.
6. Corporate trust and agency accounts.....		RCN B884	RCN B885	RCN C001	RCN C002	6.
7. Investment management and investment advisory agency accounts.....		RCN B886	RCN J253	RCN B888	RCN J254	7.
8. Foundation and endowment trust and agency accounts..		RCN J255	RCN J256	RCN J257	RCN J258	8.
9. Other fiduciary accounts.....		RCN B890	RCN B891	RCN B892	RCN B893	9.
10. Total fiduciary accounts (sum of items 4 through 9).....		RCN B894	RCN B895	RCN B896	RCN B897	10.

Schedule RC-T—Continued

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	(Column A) Managed Assets	(Column B) Non-Managed Assets	(Column C) Number of Managed Accounts	(Column D) Number of Non-Managed Accounts	
Dollar Amounts in Thousands	Amount	Amount	Number	Number	
11. Custody and safekeeping accounts.....		RCN B898		RCN B899	11.
12. Not applicable		NR		NR	
13. Individual Retirement Accounts, Health Savings Accounts, and other similar ac- counts (Included in Items 5.c and 11).....	RCN J259	RCN J260	RCN J261	RCN J262	13.
	NR	NR	NR	NR	

Dollar Amounts in Thousands	RIAD	Amount	
Fiduciary and Related Services Income			
14. Personal trust and agency accounts.....	B904	NR	14.
15. Employee benefit and retirement-related trust and agency accounts:			
a. Employee benefit - defined contribution.....	B905	NR	15.a.
b. Employee benefit - defined benefit.....	B906	NR	15.b.
c. Other employee benefit and retirement-related accounts.....	B907	NR	15.c.
16. Corporate trust and agency accounts.....	A479	NR	16.
17. Investment management and investment advisory agency accounts.....	J315	NR	17.
18. Foundation and endowment trust and agency accounts.....	J316	NR	18.
19. Other fiduciary accounts.....	A480	NR	19.
20. Custody and safekeeping accounts.....	B909	NR	20.
21. Other fiduciary and related services income.....	B910	NR	21.
22. Total gross fiduciary and related services income (sum of Items 14 through 21) (must equal Schedule RI, Item 5.a).....	4070	NR	22.
23. Less: Expenses.....	C058	NR	23.
24. Less: Net losses from fiduciary and related services.....	A488	NR	24.
25. Plus: Intracompany income credits for fiduciary and related services.....	B911	NR	25.
26. Net fiduciary and related services income.....	A491	NR	26.

Memoranda

Dollar Amounts in Thousands

1. Managed assets held in fiduciary accounts:							
a. Noninterest-bearing deposits.....	J263	NR	J264	NR	J265	NR	M.1.a.
b. Interest-bearing deposits.....	J266	NR	J267	NR	J268	NR	M.1.b.
c. U.S. Treasury and U.S. Government agency obligations.....	J269	NR	J270	NR	J271	NR	M.1.c.
d. State, county, and municipal obligations.....	J272	NR	J273	NR	J274	NR	M.1.d.
e. Money market mutual funds.....	J275	NR	J276	NR	J277	NR	M.1.e.
f. Equity mutual funds.....	J278	NR	J279	NR	J280	NR	M.1.f.
g. Other mutual funds.....	J281	NR	J282	NR	J283	NR	M.1.g.
h. Common trust funds and collective investment funds.....	J284	NR	J285	NR	J286	NR	M.1.h.
i. Other short-term obligations.....	J287	NR	J288	NR	J289	NR	M.1.i.
j. Other notes and bonds.....	J290	NR	J291	NR	J292	NR	M.1.j.
k. Investments in unregistered funds and private equity investments.....	J293	NR	J294	NR	J295	NR	M.1.k.

Schedule RC-T—Continued

Memoranda—Continued

	(Column A) Personal Trust and Agency and Investment Management Agency Accounts		(Column B) Employee Benefit and Retirement-Related Trust and Agency Accounts		(Column C) All Other Accounts		
	RCON	Amount	RCON	Amount	RCON	Amount	
Dollar Amounts in Thousands							
1. l. Other common and preferred stocks.....	J296	NR	J297	NR	J298	NR	M.1.i.
m. Real estate mortgages.....	J299	NR	J300	NR	J301	NR	M.1.m.
n. Real estate.....	J302	NR	J303	NR	J304	NR	M.1.n.
o. Miscellaneous assets.....	J305	NR	J306	NR	J307	NR	M.1.o.
p. Total managed assets held in fiduciary accounts (for each column, sum of Memorandum items 1.a through 1.o).....	J308	NR	J309	NR	J310	NR	M.1.p.

	(Column A) Managed Assets		(Column B) Number of Managed Accounts	
	RCON	Amount	RCON	Number
	Dollar Amounts in Thousands			
1. q. Investments of managed fiduciary accounts in advised or sponsored mutual funds.....	J311	NR	J312	NR

		(Column A) Number of Issues	(Column B) Principal Amount Outstanding	
Dollar Amounts in Thousands		RCON	Number	Amount
2. Corporate trust and agency accounts:				RCON B928
a. Corporate and municipal trusteeships.....		B927	NR	NR
				RCON J314
(1) Issues reported in Memorandum item 2.a that are in default.....		J313	NR	NR
b. Transfer agent, registrar, paying agent, and other corporate agency.....		B929	NR	

Memorandum items 3.a through 3.h are to be completed by banks with collective investment funds and common trust funds with a total market value of \$1 billion or more as of the preceding December 31 report date.

Memorandum item 3.h only is to be completed by banks with collective investment funds and common trust funds with a total market value of less than \$1 billion as of the preceding December 31 report date.

Memorandum Item 3.h only is to be completed by banks with collective investment funds and common trust funds with a total market value of less than \$1 billion as of the preceding December 31 report date.	(Column A) Number of Funds		(Column B) Market Value of Fund Assets	
	RCON	Number	RCON	Amount
	Dollar Amounts In Thousands			
3. Collective Investment funds and common trust funds:				
a. Domestic equity.....	B931	NR	B932	NR
b. International/Global equity.....	B933	NR	B934	NR
c. Stock/Bond blend.....	B935	NR	B936	NR
d. Taxable bond.....	B937	NR	B938	NR
e. Municipal bond.....	B939	NR	B940	NR
f. Short-term investments/Money market.....	B941	NR	B942	NR
g. Specialty/Other.....	B943	NR	B944	NR
h. Total collective investment funds (sum of Memorandum Items 3.a through 3.g).....	B945	NR	B946	NR

Schedule RC-T—ContinuedFFIEC 051
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Dollar Amounts in Thousands						
	(Column A) Gross Losses Managed Accounts		(Column B) Gross Losses Non-Managed Accounts		(Column C) Recoveries	
	RIAD	Amount	RIAD	Amount	RIAD	Amount
4. Fiduciary settlements, surcharges, and other losses:						
a. Personal trust and agency accounts.....	B947	NR	B948	NR	B949	NR
b. Employee benefit and retirement-related trust and agency accounts.....	B950	NR	B951	NR	B952	NR
c. Investment management and investment advisory agency accounts.....	B953	NR	B954	NR	B955	NR
d. Other fiduciary accounts and related services.....	B956	NR	B957	NR	B958	NR
e. Total fiduciary settlements, surcharges, and other losses (sum of Memorandum Items 4.a through 4.d) (sum of columns A and B minus column C must equal Schedule RC-T, item 24).....	B959	NR	B960	NR	B961	NR

Person to whom questions about Schedule RC-T - Fiduciary and Related Services should be directed:

Brandi Cabrales-SVP & Trust Officer

Name and Title (TEXT B962)

bcabrales@fsbuvalde.bank

E-mail Address (TEXT B926)

(830) 278-6231 ext. 1344

Area Code / Phone Number / Extension (TEXT B963)

(830) 278-1432

Area Code / FAX Number (TEXT B964)

Schedule SU—Supplemental Information

All institutions must complete the indicator questions with either a "Yes" or a "No". For questions for which the response is "Yes", the corresponding items must be completed.

Dollar Amounts in Thousands		RCON	YES / NO	
Derivatives				
1. Does the institution have any derivative contracts?		FT00	NO	1.
			Amount	
a. Total gross notional amount of interest rate derivatives held for trading		A126	NR	1.a.
b. Total gross notional amount of all other derivatives held for trading		FT01	NR	1.b.
c. Total gross notional amount of interest rate derivatives not held for trading		8725	NR	1.c.
d. Total gross notional amount of all other derivatives not held for trading		FT02	NR	1.d.
1-4 Family Residential Mortgage Banking Activities				
2. For the two calendar quarters preceding the current calendar quarter, did the institution meet one or both of the following mortgage banking activity thresholds: (1) Sales of 1-4 family residential mortgage loans during the calendar quarter exceeded \$10 million, or (2) 1-4 family residential mortgage loans held for sale or trading as of calendar quarter-end exceeded \$10 million?		RCON	YES / NO	
		FT03	NO	2.
			Amount	
a. Principal amount of 1-4 family residential mortgage loans sold during the quarter		FT04	NR	2.a.
b. Quarter-end amount of 1-4 family residential mortgage loans held for sale or trading		FT05	NR	2.b.
Assets and Liabilities Measured at Fair Value on a Recurring Basis				
3. Does the institution use the fair value option to measure any of its assets or liabilities?.....		RCON	YES / NO	
		FT06	NO	3.
			Amount	
a. Aggregate amount of fair value option assets.....		HK18	NR	3.a.
b. Aggregate amount of fair value option liabilities.....		HK19	NR	3.b.
		RIAD		
c. Year-to-date net gains (losses) recognized in earnings on fair value option assets.....		F551	NR	3.c.
d. Year-to-date net gains (losses) recognized in earnings on fair value option liabilities.....		F553	NR	3.d.
Servicing, Securitization and Asset Sale Activities				
4. Does the institution have any assets it has sold and securitized with servicing retained or with recourse or other seller-provided credit enhancements?.....		RCON	YES / NO	
		FT07	NO	4.
			Amount	
a. Total outstanding principal balance of assets sold and securitized by the reporting institution with servicing retained or with recourse or other seller-provided credit enhancement.....		FT08	NR	4.a.
5. Does the institution have any assets it has sold with recourse or other seller-provided credit enhancements but has not securitized?.....			YES / NO	
		FT09	NO	5.
			Amount	
a. Total outstanding principal balance of assets sold by the reporting institution with recourse or other seller-provided credit enhancements, but not securitized by the reporting institution.....		FT10	NR	5.a.
6. Does the institution service any closed-end 1-4 family residential mortgage loans for others or does it service more than \$10 million of other financial assets for others?.....			YES / NO	
		FT11	NO	6.
			Amount	
a. Total outstanding principal balance of closed-end 1-4 family residential mortgage loans serviced for others plus the total outstanding principal balance of other financial assets serviced for others if more than \$10 million.....		FT12	NR	6.a.
Variable Interest Entities				
7. Does the institution have any consolidated variable interest entities?.....			YES / NO	
		FT13	NO	7.
			Amount	
a. Total assets of consolidated variable interest entities (1).....		FT14	NR	7.a.
b. Total liabilities of consolidated variable interest entities.....		FT15	NR	7.b.

¹ Institutions should report assets net of any applicable allowance for credit losses.

Schedule SU—Continued

All institutions must complete the indicator questions with either a "Yes" or a "No". For questions for which the response is "Yes", the corresponding items must be completed.

Dollar Amounts in Thousands		RCON	YES / NO	
Credit Card Lending Specialized Items				
8. Does the institution, together with affiliated institutions, have outstanding credit card receivables that exceed \$500 million as of the report date or is the institution a credit card specialty bank as defined for Uniform Bank Performance Report purposes?.....		FT16	NO	8.
a. Outstanding credit card fees and finance charges included in credit cards to individuals for household, family, and other personal expenditures (retail credit cards).....		C391	Amount NR	8.a.
b. Separate valuation allowance for uncollectible retail credit card fees and finance charges.....		RIAD	C389 NR	8.b.
c. Amount of allowance for credit losses on loans and leases attributable to retail credit card fees and finance charges.....		C390	NR	8.c.
d. Uncollectible retail credit card fees and finance charges reversed against year-to-date income.....		C388	NR	8.d.

Optional Narrative Statement Concerning the Amounts Reported in the Consolidated Reports of Condition and Income

The management of the reporting bank may, if it wishes, submit a brief narrative statement on the amounts reported in the Consolidated Reports of Condition and Income. This optional statement will be made available to the public, along with the publicly available data in the Consolidated Reports of Condition and Income, in response to any request for individual bank report data. However, the information reported in Schedule RI-E, item 2.g, and Schedule RC-C, Part I, Memorandum items 17.a and 17.b, is regarded as confidential and will not be made available to the public on an individual institution basis. **BANKS CHOOSING TO SUBMIT THE NARRATIVE STATEMENT SHOULD ENSURE THAT THE STATEMENT DOES NOT CONTAIN THE NAMES OR OTHER IDENTIFICATIONS OF INDIVIDUAL BANK CUSTOMERS, REFERENCES TO THE AMOUNTS REPORTED IN THE CONFIDENTIAL ITEMS IDENTIFIED ABOVE, OR ANY OTHER INFORMATION THAT THEY ARE NOT WILLING TO HAVE MADE PUBLIC OR THAT WOULD COMPROMISE THE PRIVACY OF THEIR CUSTOMERS.** Banks choosing not to make a statement may check the "No comment" box below and should make no entries of any kind in the space provided for the narrative statement; i.e., **DO NOT** enter in this space such phrases as "No statement," "Not applicable," "N/A," "No comment," and "None."

The optional statement must be entered on this sheet. The statement should not exceed 100 words. Further, regardless of the number of words, the statement must not exceed 750 characters, including punctuation, indentation, and standard spacing between words and sentences. If any submission should exceed 750 characters, as defined, it will be truncated

at 750 characters with no notice to the submitting bank and the truncated statement will appear as the bank's statement both on agency computerized records and in computer-file releases to the public.

All information furnished by the bank in the narrative statement must be accurate and not misleading. Appropriate efforts shall be taken by the submitting bank to ensure the statement's accuracy.

If, subsequent to the original submission, material changes are submitted for the data reported in the Consolidated Reports of Condition and Income, the existing narrative statement will be deleted from the files, and from disclosure; the bank, at its option, may replace it with a statement appropriate to the amended data.

The optional narrative statement will appear in agency records and in release to the public exactly as submitted (or amended as described in the preceding paragraph) by the management of the bank (except for the truncation of statements exceeding the 750-character limit described above). **THE STATEMENT WILL NOT BE EDITED OR SCREENED IN ANY WAY BY THE SUPERVISORY AGENCIES FOR ACCURACY OR RELEVANCE. DISCLOSURE OF THE STATEMENT SHALL NOT SIGNIFY THAT ANY FEDERAL SUPERVISORY AGENCY HAS VERIFIED OR CONFIRMED THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. A STATEMENT TO THIS EFFECT WILL APPEAR ON ANY PUBLIC RELEASE OF THE OPTIONAL STATEMENT SUBMITTED BY THE MANAGEMENT OF THE REPORTING BANK.**

Comments?.....

RCON	YES / NO
6979	NO

BANK MANAGEMENT STATEMENT (please type or print clearly):
(TEXT 6980)

FDIC Certificate # 9978
OCC Charter # 0
Public Report

FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
June 30, 2025 Uniform Bank Performance Report

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[Introduction](#)

This uniform bank performance report covers the operations of a bank and that of a comparable group of peer banks. It is provided as a bank management tool by the Federal Financial Institutions Examination Council. Detailed information concerning the content of this report is provided in the Users Guide for the Uniform Bank Performance Report found online at www.ffiec.gov. This report has been produced for the use of the federal regulators of financial institutions in carrying out their supervisory responsibilities. All information contained herein was obtained from sources deemed reliable however no guarantee is given as to the accuracy of the data. The information contained in this report are not to be construed as a rating or other evaluation of a financial institution by a federal banking regulator. The quarterly report of condition and income is the principal source of information for this report. Please refer to that document for additional financial information and an explanation of the accounting standards that underlie data shown herein. For questions regarding content of reports contact:
1-888-237-3111 or email: cdr.help@cdr.ffiec.gov

Financial Institution Address:
FIRST STATE BANK OF UVALDE
200 EAST NOPAL STREET

UVALDE TX
788015332

The Current Federal Regulator is:
Federal Deposit Insurance Corporation

The bank was established on: 07/06/1907

The current peer group for this bank is: 4
[Insured commercial banks having assets between \\$1 billion and \\$3 billion](#)

Footnotes:
Financial data in the Uniform Bank Performance Report may have been adjusted as a result of information shown in footnotes below. Please refer to the Uniform Bank Performance Report Users Guide online for details.

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[Bank Holding Company Information:](#)
FRB District / ID_RSSD 11 / 1102451
BRISCOE RANCH, INC.
UVALDE, TX



FSB UBPR for
June 30, 2025

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State Average

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Summary Ratios--Page 1

Summary Ratios
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Earnings and Profitability															
Percent of Average Assets:															
Interest Income (TE)	3.90	5.32	3	4.05	5.20	6	4.16	5.27	7	3.73	4.78	7	2.55	3.69	2
- Interest Expense	1.91	1.97	46	1.98	2.12	45	2.07	2.13	47	1.49	1.58	46	0.36	0.40	47
Net Interest Income (TE)	1.99	3.35	2	2.06	3.10	6	2.10	3.15	5	2.25	3.22	6	2.19	3.29	2
+ Noninterest Income	0.27	0.61	18	0.25	0.62	14	0.29	0.63	18	0.27	0.62	15	0.27	0.65	13
- Noninterest Expense	1.06	2.42	1	1.01	2.41	0	1.04	2.43	0	0.96	2.40	0	0.90	2.35	0
Pre-Provision Net Revenue (TE)	1.20	1.56	25	1.31	1.34	52	1.35	1.39	50	1.56	1.46	61	1.56	1.64	48
- Provision: Credit Losses	0.14	0.10	69	0.06	0.09	46	0.06	0.11	41	0.06	0.09	47	0.05	0.09	43
- Provision: Credit Loss Oth Assets	-0.10	0.00	0	0.00	0.00	72	0.00	0.00	63	0.00	0.00	66	N/A	0.01	N/A
Pretax Operating Income (TE)	1.16	1.44	31	1.25	1.22	56	1.29	1.25	55	1.51	1.34	64	1.51	1.54	50
+ Realized Gains/Losses Sec	0.00	0.00	94	0.00	0.00	89	0.00	0.00	82	0.00	-0.02	84	-0.10	-0.01	5
+ Unrealized Gains / Losses Equity Sec	0.00	0.00	4	0.00	0.00	10	0.00	0.00	90	0.00	0.00	90	0.00	0.00	25
Pretax Net Operating Income (TE)	1.16	1.43	31	1.24	1.22	56	1.29	1.25	55	1.51	1.32	66	1.40	1.52	40
Net Operating Income	0.89	1.18	30	0.98	0.99	55	1.02	1.02	53	1.19	1.06	63	1.10	1.23	38
Net Inc Attrib to Min Ints	0.00	0.00	97	0.00	0.00	98	0.00	0.00	97	0.00	0.00	97	0.00	0.00	97
Net Income Adjusted Sub S	0.89	1.11	32	0.98	0.95	57	1.02	0.97	56	1.19	1.02	67	1.10	1.18	42
Net Income	0.89	1.17	30	0.98	0.99	55	1.02	1.02	53	1.19	1.06	63	1.10	1.23	38
Margin Analysis:															
Avg Earning Assets to Avg Assets	96.38	95.66	61	98.19	95.53	89	99.36	95.54	97	98.37	95.46	91	97.55	95.33	85
Avg Int-Bearing Funds to Avg Assets	74.45	72.43	59	88.91	72.63	97	87.68	72.64	95	85.48	71.26	89	86.96	69.65	94
Int Inc (TE) to Avg Earn Assets	4.04	5.56	2	4.12	5.46	5	4.19	5.53	5	3.80	5.02	5	2.62	3.88	2
Int Expense to Avg Earn Assets	1.98	2.06	45	2.02	2.22	40	2.08	2.23	43	1.51	1.65	44	0.37	0.42	45
Net Int Inc-TE to Avg Earn Assets	2.06	3.51	2	2.10	3.26	5	2.11	3.31	4	2.29	3.38	6	2.25	3.46	2
Loan & Lease Analysis:															
Net Loss to Average Total LN&LS	0.08	0.08	72	0.13	0.07	80	0.12	0.09	71	0.03	0.06	57	0.02	0.04	53
Earnings Coverage of Net Losses (X)	41.74	130.35	47	28.90	107.65	42	33.79	91.38	50	154.02	131.67	75	376.57	155.98	84
ACL on LN&LS HFI to LN&LS HFI	1.53	1.21	86	1.38	1.21	72	1.35	1.20	70	1.37	1.23	70	1.39	1.20	74
ACL on LN&LS HFI to Net Losses (X)	17.80	76.48	43	10.36	73.72	28	12.39	59.02	37	44.99	83.49	60	98.58	78.37	72
ACL on LN&LS HFI to Nonaccrual LN&LS (X)	1.03	6.76	15	0.83	7.76	6	3.67	7.34	56	0.79	8.57	3	0.79	10.09	2
30-89 Days Past Due	1.80	0.34	96	0.63	0.34	77	2.00	0.39	96	1.25	0.35	92	0.70	0.26	86
Total LN&LS-90+ Days PD & Nonaccrual	1.49	0.56	88	1.71	0.50	94	0.42	0.57	50	1.82	0.42	96	1.81	0.36	97
Non-Curr Lns+OREO to Lns+OREO	1.49	0.65	84	1.71	0.54	92	0.46	0.63	50	1.82	0.45	94	1.81	0.40	96
Liquidity															
Net Non Core Fund Dep New \$250M	12.44	9.79	60	23.92	11.65	82	31.32	10.02	93	20.22	11.39	75	30.99	6.71	95
Net Loans & Leases to Assets	37.58	70.85	2	35.46	70.93	2	38.55	70.94	1	34.29	69.85	1	30.53	67.77	1
Net Loans & Leases to Deposits	41.96	83.35	2	38.70	84.50	1	42.51	83.32	1	37.25	83.44	1	32.45	79.31	1
Capitalization															
Leverage Ratio	13.7625	10.54	92	12.5675	10.28	88	13.9047	10.31	93	12.0517	10.23	85	10.7934	9.99	75
Total Capital Ratio	N/A	14.74	N/A	29.6158	14.35	98	N/A	14.46	N/A	28.0177	14.33	98	26.4974	14.26	97
Cash Dividends to Net Income	0.00	34.03	22	0.00	31.29	29	13.14	36.24	22	7.49	33.00	24	7.96	26.93	24
Non-Curr Lns+OREO to T1 Capital+ACL	3.74	3.98	56	4.42	3.42	68	1.24	3.96	28	4.84	2.84	77	4.71	2.48	79
Growth Rates															
Total Assets	-3.17	5.25	6	2.14	5.64	32	-4.97	5.05	5	0.99	6.35	23	-6.47	5.99	6
Tier 1 Capital	5.38	7.35	34	8.99	7.37	68	6.11	7.02	48	11.14	8.09	74	10.52	12.62	51
Net Loans & Leases	2.60	5.93	29	7.54	8.03	51	6.85	6.43	57	13.42	9.69	73	25.80	15.51	83
Short Term Investments	-3.42	18.86	43	23.58	38.40	53	-11.23	33.19	27	0.35	66.54	36	5.36	-41.94	82
Short Term Non Core Funding	-13.91	7.30	25	-12.30	33.57	17	39.17	11.91	78	-26.77	93.24	5	12.17	99.37	30
Average Total Assets	1,948,133			2,016,289			1,953,282			2,020,062			2,055,431		
Net Income	8,701			9,882			19,860			24,033			22,612		
Number of banks in Peer Group	371			528			521			512			502		

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Income Statement \$
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	<u>06/30/2025</u>	<u>06/30/2024</u>	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>	Percent Change 1 Year
Interest and Fees on Loans	22,187	20,815	43,573	36,747	25,843	6.59
Income From Lease Financing	0	0	0	0	0	N/A
Tax-Exempt	344	315	512	590	610	9.21
Estimated Tax Benefit	91	84	136	157	162	9.21
Income on Loans & Leases (TE)	22,278	20,899	43,709	36,904	26,005	6.60
US Treas & Agency (Excl MBS)	0	0	0	127	132	N/A
Mortgage Backed Securities	6,799	7,909	15,273	16,896	17,317	-14.03
Estimated Tax Benefit	48	52	116	104	610	-7.65
All Other Securities	192	222	436	434	2,337	-13.51
Tax-Exempt Securities Income	181	196	436	390	2,293	-7.65
Investment Interest Income (TE)	7,039	8,183	15,825	17,561	20,396	-13.98
Interest on Due From Banks	8,205	11,216	20,766	20,181	5,943	-26.85
Int on Fed Funds Sold & Resales	0	0	0	0	0	N/A
Trading Account Income	N/A	N/A	N/A	N/A	N/A	N/A
Other Interest Income	447	521	1,043	774	116	-14.20
Total Interest Income (TE)	37,970	40,819	81,343	75,420	52,460	-6.98
Int on Deposits in Foreign Off	N/A	N/A	N/A	N/A	N/A	N/A
Interest on Domestic Deposits	18,617	20,006	40,411	29,999	7,369	-6.94
Int on Fed Funds Purch & Repos	0	0	0	2	0	N/A
Int Trad Liab & Oth Borrowings	N/A	N/A	N/A	N/A	N/A	N/A
Int on Sub Notes & Debentures	N/A	N/A	N/A	N/A	N/A	N/A
Other Interest Expense	0	0	0	0	0	N/A
Total Interest Expense	18,617	20,006	40,411	30,001	7,369	-6.94
Net Interest Income (TE)	19,353	20,813	40,932	45,419	45,091	-7.02
Non-interest Income	2,606	2,500	5,754	5,549	5,504	4.24
Adjusted Operating Income (TE)	21,959	23,313	46,686	50,968	50,595	-5.81
Non-Interest Expense	10,293	10,151	20,266	19,365	18,557	1.40
Pre-Provision Net Revenue (TE)	11,666	13,162	26,420	31,603	32,038	-11.37
Provision: Credit Losses	1,343	600	1,200	1,200	1,050	123.83
Provision: Credit Losses Other Assets	-968	0	0	0	N/A	N/A
Pretax Operating Income (TE)	11,291	12,562	25,220	30,403	30,988	-10.12
Realized G/L Hld-to-Maturity Sec	0	0	0	0	0	N/A
Realized G/L Avail-for Sale Sec	23	0	0	0	-2,129	N/A
Unrealized G/L Equity Securities	-15	-22	19	78	-11	N/A
Pretax Net Operating Inc (TE)	11,299	12,540	25,239	30,481	28,848	-9.90
Applicable Income Taxes	2,458	2,522	5,127	6,187	5,464	-2.54
Current Tax Equiv Adjustment	140	136	252	261	772	2.74
Other Tax Equiv Adjustments	0	0	0	0	0	N/A
Applicable Income Taxes (TE)	2,598	2,658	5,379	6,448	6,236	-2.27
Net Operating Income	8,701	9,882	19,860	24,033	22,612	-11.95
Net Discontinued / Extraordinary Items	0	0	0	0	0	N/A
Net Inc Noncontrolling Minority Interests	0	0	0	0	0	N/A
Net Income	8,701	9,882	19,860	24,033	22,612	-11.95
Cash Dividends Declared	0	0	2,610	1,800	1,800	N/A
Retained Earnings	8,701	9,882	17,250	22,233	20,812	-11.95
Memo: Net International Income	N/A	N/A	N/A	N/A	N/A	N/A
Memo: Interest on Time Dep Over Ins Limit	12,259	14,423	29,507	20,768	5,675	-15.00

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QTR Income Statement \$
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	<u>06/30/2025</u>	<u>06/30/2024</u>	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>	Percent Change Prior Year QTR
Interest and Fees on Loans	11,129	10,454	11,165	9,849	7,532	6.46
Income From Lease Financing	0	0	0	0	0	N/A
Tax-Exempt	176	166	94	155	151	6.02
Estimated Tax Benefit	47	44	25	41	40	6.02
Income on Loans & Leases (TE)	11,176	10,498	11,190	9,890	7,572	6.46
US Treas & Agency (Excl MBS)	0	0	0	127	94	N/A
Mortgage Backed Securities	3,175	3,869	3,639	4,106	4,344	-17.94
Estimated Tax Benefit	26	26	39	25	47	0.00
All Other Securities	98	111	107	68	184	-11.71
Tax-Exempt Securities Income	98	98	146	94	177	0.00
Investment Interest Income (TE)	3,299	4,006	3,785	4,326	4,669	-17.65
Interest on Due From Banks	4,123	5,707	4,827	5,375	3,559	-27.76
Int on Fed Funds Sold & Resales	0	0	0	0	0	N/A
Trading Account Income	N/A	N/A	N/A	N/A	N/A	N/A
Other Interest Income	223	258	248	425	37	-13.57
Total Interest Income (TE)	18,821	20,469	20,050	20,016	15,837	-8.05
Int on Deposits in Foreign Off	N/A	N/A	N/A	N/A	N/A	N/A
Interest on Domestic Deposits	9,238	10,182	10,120	9,569	3,862	-9.27
Int on Fed Funds Purch & Repos	0	0	0	2	0	N/A
Int Trad Liab & Oth Borrowings	N/A	N/A	N/A	N/A	N/A	N/A
Int on Sub Notes & Debentures	N/A	N/A	N/A	N/A	N/A	N/A
Other Interest Expense	0	0	0	0	0	N/A
Total Interest Expense	9,238	10,182	10,120	9,571	3,862	-9.27
Net Interest Income (TE)	9,583	10,287	9,930	10,445	11,975	-6.85
Non-interest Income	1,373	1,264	1,841	1,266	1,294	8.62
Adjusted Operating Income (TE)	10,956	11,551	11,771	11,711	13,269	-5.15
Non-Interest Expense	5,233	5,148	5,249	4,771	4,467	1.65
Pre-Provision Net Revenue (TE)	5,723	6,403	6,522	6,940	8,802	-10.63
Provision: Credit Losses	905	300	300	300	0	201.67
Provision: Credit Losses Other Assets	-718	0	0	0	N/A	N/A
Pretax Operating Income (TE)	5,536	6,103	6,222	6,640	8,802	-9.30
Realized G/L Hld-to-Maturity Sec	0	0	0	0	0	N/A
Realized G/L Avail-for Sale Sec	0	0	0	0	-2,408	N/A
Unrealized G/L Equity Securities	2	-19	0	27	8	N/A
Pretax Net Operating Inc (TE)	5,538	6,084	6,222	6,667	6,402	-8.98
Applicable Income Taxes	1,288	1,243	1,364	1,370	1,352	3.62
Current Tax Equiv Adjustment	73	70	64	66	87	3.79
Other Tax Equiv Adjustments	0	0	0	0	0	N/A
Applicable Income Taxes (TE)	1,361	1,313	1,428	1,436	1,439	3.63
Net Operating Income	4,177	4,771	4,794	5,231	4,963	-12.45
Net Discontinued / Extraordinary Items	0	0	0	0	0	N/A
Net Inc Noncontrolling Minority Interests	0	0	0	0	0	N/A
Net Income	4,177	4,771	4,794	5,231	4,963	-12.45
Cash Dividends Declared	0	0	2,610	1,800	1,800	N/A
Retained Earnings	4,177	4,771	2,184	3,431	3,163	-12.45
Memo: Net International Income	N/A	N/A	N/A	N/A	N/A	N/A
Memo: Interest on Time Dep Over Ins Limit	5,415	7,389	7,423	6,813	2,951	-26.72

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Noninterest Income and Expenses--Page 3

Noninterest Income and Expenses
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
PERCENT OF AVERAGE ASSETS:	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Personnel Expense	0.56	1.40	1	0.52	1.39	1	0.55	1.39	1	0.49	1.38	1	0.46	1.38	1
Occupancy Expense	0.07	0.25	1	0.06	0.25	1	0.06	0.25	0	0.06	0.25	1	0.06	0.25	1
Other Oper Exp (Incl Intangibles)	0.43	0.75	4	0.43	0.76	5	0.43	0.78	4	0.41	0.75	4	0.38	0.71	4
Total Overhead Expense	1.06	2.42	1	1.01	2.41	0	1.04	2.43	0	0.96	2.40	0	0.90	2.35	0
NON-INTEREST EXPENSES:															
Personnel Expense			5,459			5,225			10,781			9,894			9,555
Occupancy Expense			688			586			1,152			1,169			1,162
Goodwill Impairment			0			0			0			0			0
Other Intangible Amortiz			0			0			0			0			0
Other Oper Exp (incl Intangibles)			4,146			4,340			8,333			8,302			7,840
Non-Interest Expense			10,293			10,151			20,266			19,365			18,557
PERCENT OF AVERAGE ASSETS:	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Fiduciary Activities	0.05	0.03	73	0.03	0.04	72	0.05	0.04	73	0.05	0.03	74	0.06	0.04	74
Deposit Service Charges	0.10	0.11	51	0.08	0.11	44	0.09	0.11	45	0.08	0.11	43	0.07	0.11	31
Trading, Vent Cap, Securitz Inc	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Inv Banking, Advisory Inc	0.00	0.02	56	0.00	0.02	55	0.00	0.02	53	0.00	0.01	53	0.00	0.02	52
Insurance Comm & Fees	0.00	0.01	76	0.00	0.00	79	0.00	0.00	78	0.00	0.01	75	0.00	0.01	76
Net Servicing Fees	0.00	0.01	48	0.00	0.02	45	0.00	0.02	46	0.00	0.02	44	0.00	0.02	43
Loan & Lease Net Gains/Loss	0.00	0.04	30	0.00	0.04	31	0.00	0.05	28	0.00	0.04	30	0.00	0.06	29
Other Net Gains/Loss	0.00	0.00	18	0.00	0.00	62	0.00	0.00	57	0.00	0.00	53	0.02	0.00	83
Other Non-Interest Income	0.12	0.26	18	0.13	0.27	21	0.16	0.27	25	0.14	0.29	20	0.12	0.28	15
Non Interest Income	0.27	0.61	18	0.25	0.62	14	0.29	0.63	18	0.27	0.62	15	0.27	0.65	13
NON-INTEREST INCOME:															
Fiduciary Activities			441			332			903			1,070			1,207
Deposit Service Charges			931			837			1,741			1,677			1,351
Trading, Vent Cap, Securitz Inc			N/A			N/A			N/A			N/A			N/A
Inv Banking, Advisory Inc			0			0			0			0			0
Insurance Comm & Fees			37			46			82			63			78
Net Servicing Fees			0			0			0			0			0
Loan & Lease Net Gains/Loss			0			0			0			0			0
Other Net Gains/Loss			-13			0			0			0			345
Other Non-Interest Income			1,210			1,285			3,028			2,739			2,523
Non Interest Income			2,606			2,500			5,754			5,549			5,504
OTHER INCOME & EXPENSE RATIOS:	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Overhead Less Non-int Inc	0.79	1.78	3	0.76	1.75	2	0.74	1.76	2	0.68	1.75	2	0.64	1.67	2
Efficiency Ratio	46.87	61.10	12	43.54	65.29	7	43.41	64.37	7	37.99	62.85	4	36.68	58.88	2
Avg Persnl Exp Per Empl (\$000)	84.64	113.60	9	86.36	111.88	14	85.56	111.84	13	81.77	108.61	14	76.44	105.32	10
Assets Per Employee (\$Million)	14.14	8.46	91	15.56	8.38	92	14.50	8.44	92	15.89	8.36	92	15.23	8.15	93
Domestic Banking Offices (#)			8			8			8			8			8
Foreign Branches (#)			0			0			0			0			0
Assets Per Domestic Office			227,956			235,418			228,335			240,280			237,927

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FIRST STATE BANK OF UVALDE, UVALDE, TX
 Asset Yields and Funding Costs--Page 3A

Asset Yields and Funding Costs
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
YIELD ON OR COST OF:															
Total Loan & Leases (TE)	6.29	6.33	50	6.17	6.19	52	6.49	6.28	64	5.82	5.77	57	4.94	4.80	63
Loans in Domestic Offices	6.26	6.31	50	6.14	6.18	51	6.47	6.27	63	5.79	5.77	57	4.91	4.79	62
Real Estate	5.92	6.07	42	5.52	5.85	36	5.69	5.95	38	4.67	5.46	11	3.38	4.65	0
Secured by 1-4 Fam Resid Prop	4.50	6.10	7	5.18	5.84	25	5.01	5.95	18	4.19	5.48	10	3.71	4.67	12
All Other Loans Sec Real Estate	6.33	6.07	64	5.63	5.88	42	5.89	5.98	49	4.84	5.48	22	3.26	4.67	0
Commercial & Industrial	8.87	7.23	91	11.56	7.45	97	12.34	7.48	98	14.53	6.97	98	16.77	5.46	99
Individual	10.02	7.64	90	9.39	7.44	84	10.10	7.60	90	8.70	6.77	83	7.90	5.77	85
Credit Card	N/A	9.64	N/A	N/A	10.85	N/A	N/A	10.42	N/A	N/A	9.67	N/A	N/A	7.84	N/A
Agricultural	8.36	7.42	85	8.60	7.71	79	7.03	7.75	25	9.36	7.17	93	8.51	5.34	98
Loans in Foreign Offices	N/A	9.24	N/A	N/A	9.11	N/A	N/A	9.30	N/A	N/A	8.11	N/A	N/A	5.97	N/A
Total Investment Securities (TE)	1.77	3.08	4	1.84	2.87	11	1.82	2.91	8	1.83	2.62	14	1.77	2.15	25
Total Investment Securities (Book)	1.76	2.96	5	1.83	2.77	11	1.81	2.81	9	1.82	2.51	16	1.72	2.04	24
US Treas & Agency (Excl MBS)	N/A	2.49	N/A	N/A	2.49	N/A	N/A	2.56	N/A	7.98	2.22	99	4.22	1.65	98
Mortgage Backed Securities	1.76	3.07	9	1.83	2.80	16	1.81	2.89	13	1.81	2.52	21	1.64	1.94	28
All Other Securities	1.72	2.95	8	1.82	3.02	9	1.82	2.97	9	1.86	2.87	13	2.55	2.54	54
Interest-Bearing Bank Balances	4.41	4.29	57	5.45	5.20	69	5.21	5.05	57	5.14	4.82	65	1.81	1.28	88
Federal Funds Sold & Resales	N/A	3.74	N/A	N/A	4.55	N/A	N/A	4.56	N/A	N/A	4.13	N/A	N/A	1.30	N/A
Total Interest Bearing Deposits	2.57	2.67	46	2.23	2.83	24	2.36	2.86	28	1.74	2.11	35	0.41	0.53	38
Transaction accounts	1.24	1.60	40	0.21	1.73	9	0.31	1.72	11	0.72	1.36	32	0.20	0.40	31
Other Savings Deposits	1.95	1.98	50	1.12	2.20	18	1.12	2.19	17	0.93	1.69	26	0.15	0.42	15
Time Deposits	3.41	3.97	8	3.48	4.24	8	3.60	4.29	10	2.51	3.25	13	0.67	0.88	28
Foreign Office Deposits	N/A	2.46	N/A	N/A	2.17	N/A	N/A	2.38	N/A	N/A	2.02	N/A	N/A	0.64	N/A
Federal Funds Purchased & Repos	N/A	2.40	N/A	N/A	2.73	N/A	N/A	2.96	N/A	23.53	2.85	98	N/A	1.21	N/A
Other Borrowed Money	N/A	4.14	N/A	N/A	4.42	N/A	N/A	4.49	N/A	N/A	4.31	N/A	N/A	2.41	N/A
Subord Notes & Debentures	N/A	0.00	N/A	N/A	3.92	N/A	N/A	4.00	N/A	N/A	6.16	N/A	N/A	5.17	N/A
Other Interest Expense	N/A	3.75	N/A	N/A	4.54	N/A	4.62	4.62	N/A	N/A	4.34	N/A	2.24	2.24	N/A
All Interest-Bearing Funds	2.57	2.73	43	2.23	2.94	19	2.36	2.96	21	1.74	2.24	28	0.41	0.58	31
Memo: Interest on Time Dep Over Ins Limit	3.44	4.02	14	3.51	4.33	13	3.63	4.34	15	2.53	3.37	15	0.68	0.97	26
PERCENT OF AVERAGE ASSETS:															
Total Loan & Leases	36.37	70.79	2	33.61	70.71	2	34.47	70.78	1	31.42	69.12	1	25.60	64.95	1
Loans in Domestic Offices	36.37	70.54	2	33.61	70.48	2	34.47	70.55	1	31.42	68.86	1	25.60	64.64	1
Real Estate	29.79	55.51	4	27.73	54.57	5	28.72	54.86	4	25.44	52.73	4	20.84	48.67	3
Secured by 1-4 Fam Resid Prop	6.73	15.35	15	6.76	14.80	20	6.59	15.24	17	6.57	13.95	22	5.82	12.20	21
All Other Loans Sec Real Estate	23.06	38.75	9	20.97	38.30	8	22.13	38.31	8	18.66	37.49	7	15.02	35.25	5
Commercial & Industrial	3.64	8.69	17	3.16	9.14	12	3.42	8.95	14	3.06	9.12	13	2.45	9.08	8
Individual	0.66	1.30	41	0.65	1.57	41	0.64	1.55	40	0.65	1.63	41	0.58	1.48	40
Credit Card	0.00	0.02	72	0.00	0.02	72	0.00	0.02	71	0.00	0.02	70	0.00	0.02	70
Agricultural	1.06	1.03	69	1.00	0.86	71	0.97	0.92	71	1.07	0.85	72	0.77	0.82	67
Loans in Foreign Offices	N/A	0.93	N/A	N/A	0.58	N/A	N/A	0.66	N/A	N/A	0.69	N/A	N/A	2.47	N/A
Total Investment Securities	40.85	18.17	94	44.14	18.98	96	44.43	18.53	97	47.49	20.90	96	55.93	22.00	98
US Treas & Agency (Excl MBS)	0.00	3.16	11	0.00	3.74	8	0.00	3.49	7	0.08	4.49	10	0.15	4.48	10
Mortgage Backed Securities	39.70	7.28	99	42.93	7.38	99	43.20	7.39	99	46.25	7.92	99	51.32	8.66	99
All Other Securities	1.15	5.83	20	1.21	5.79	23	1.23	5.64	22	1.16	6.25	21	4.46	6.63	46
Interest-Bearing Bank Balances	19.11	5.16	95	20.40	0.11	54	20.42	0.11	52	19.43	4.05	98	15.98	6.42	89
Federal Funds Sold & Resales	0.00	0.12	53	0.00	0.11	54	0.00	0.11	52	0.00	0.14	51	0.00	0.21	50
Total Interest Bearing Deposits	74.45	68.55	76	88.91	67.23	99	87.68	67.68	98	85.48	66.08	98	86.96	66.49	98
Transaction Accounts	16.77	14.60	59	4.88	13.04	21	3.10	13.16	12	1.20	12.37	6	1.12	12.37	7
Other Savings Deposits	17.90	27.89	18	40.14	29.79	77	39.74	29.52	76	40.61	32.61	72	42.15	38.58	63
Time Deposits	39.78	23.62	90	43.90	21.73	93	44.84	22.48	93	43.66	18.32	95	43.70	12.95	97
Foreign Office Deposits	N/A	9.21	N/A	N/A	5.51	N/A	N/A	6.50	N/A	N/A	5.69	N/A	N/A	6.00	N/A
Federal Funds Purchased & Repos	0.00	0.33	42	0.00	0.38	38	0.00	0.36	31	0.00	0.47	36	0.00	0.51	33
Other Borrowed Money	0.00	2.48	17	0.00	3.77	10	0.00	3.37	9	0.00	3.51	7	0.00	1.69	13
Subord Notes & Debentures	0.00	0.00	98	0.00	0.00	99	0.00	0.00	99	0.00	0.00	98	0.00	0.01	98
Other Interest Expense	0.00	2.48	17	0.00	3.77	10	0.00	3.37	9	0.00	3.51	7	0.00	1.70	13
All Interest-Bearing Funds	74.45	72.43	59	88.91	72.63	97	87.68	72.64	95	85.48	71.26	89	86.96	69.65	94
Time Deposits Over Ins Limit	36.60	7.24	99	40.80	6.28	99	41.64	6.65	99	40.62	5.21	99	40.65	3.35	99

FDIC Certificate # 9978
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County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Balance Sheet \$--Page 4

Balance Sheet \$
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	06/30/2025	06/30/2024	12/31/2024	12/31/2023	12/31/2022	Percent Change 1 Quarter	1 Year
Assets:							
Real Estate Loans	567,335	552,957	585,301	548,695	472,642	-2.92	2.60
Construction & Development	95,702	96,627	111,631	114,447	90,423	7.69	-0.96
Farmland	21,530	30,108	24,335	22,104	11,917	-10.32	-28.49
1-4 Family Residential	132,698	124,476	130,702	108,649	115,027	1.72	6.61
Multifamily	9,525	8,785	8,989	8,661	9,299	-1.16	8.42
Non-Farm Non-Residential	307,880	292,961	309,644	294,834	245,976	-7.11	5.09
RE Loans in Foreign Offices	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Loans	72,835	68,325	70,431	63,486	56,069	3.62	6.60
Individual Loans	12,513	13,528	13,653	13,607	12,800	-2.17	-7.50
Agricultural Loans	19,930	20,908	20,967	19,887	22,862	-4.92	-4.68
Other Loans & Leases	23,302	21,505	23,455	22,559	24,906	-0.30	8.36
ACL on LN&LS HFI	10,647	9,328	9,603	9,178	8,182	6.89	14.14
Unearned Income	0	0	0	0	0	N/A	N/A
Net Loans & Leases	685,268	667,894	704,204	659,056	581,097	-2.36	2.60
U.S. Treasury & Agency Securities	535,411	592,226	554,532	638,144	707,786	-2.53	-9.59
Municipal Securities	10,591	12,846	11,845	13,486	16,188	0.16	-17.55
Foreign Debt Securities	0	0	0	0	0	N/A	N/A
All Other Securities	119,629	127,250	124,907	131,759	131,648	-0.87	-5.99
HTM Securities Allowance	0	0	0	0	N/A	N/A	N/A
Net Securities	665,631	732,322	691,284	783,389	855,622	-2.19	-9.11
Interest-Bearing Bank Balances	394,457	408,625	353,019	398,770	396,194	9.20	-3.47
Federal Funds Sold	0	0	0	0	0	N/A	N/A
Sec Purch Under Agreemt to Resell	0	0	0	0	0	N/A	N/A
Trading Account Assets	0	0	0	0	0	N/A	N/A
Total Investments	1,060,088	1,140,947	1,044,303	1,182,159	1,251,816	1.76	-7.09
Total Earning Assets	1,745,356	1,808,841	1,748,507	1,841,215	1,832,913	0.10	-3.51
Nonint Cash & Due From Banks	20,596	12,770	15,386	23,612	12,373	41.67	61.28
Premises, Fix Assts, Cap Leases	7,129	7,110	7,089	6,878	5,359	0.42	0.27
Other Real Estate Owned	0	0	335	0	0	N/A	N/A
Dir & Indir Inv RE Ventures	0	0	0	0	0	N/A	N/A
Inv in Unconsolidated Subs	0	0	0	0	0	N/A	N/A
Other Assets	50,568	54,620	55,366	50,538	52,767	-4.33	-7.42
Total Assets	1,823,649	1,883,341	1,826,683	1,922,243	1,903,412	0.30	-3.17
Average Assets During Quarter	1,938,301	2,013,367	1,855,918	2,016,339	2,027,316	-1.00	-3.73
Liabilities:							
Demand Deposits	440,917	88,447	58,060	197,579	68,483	66.53	398.51
All Now & ATS Accounts	206,336	92,978	28,939	37,301	35,866	-11.92	121.92
Money Market Deposit Accounts	321,529	356,069	343,349	389,580	334,115	12.45	-9.70
Other savings Deposits	37,804	379,389	372,529	387,999	444,929	2.24	-90.04
Time Deps At Or Below Insurance Limit	62,219	63,624	62,073	65,210	64,159	0.52	-2.21
Less: Fully Insured Brokered Deposits	0	0	0	0	0	N/A	N/A
Core Deposits	1,068,805	980,507	864,950	1,077,669	947,552	20.93	9.01
Fully Insured Brokered Deposits	0	0	0	0	0	N/A	N/A
Time Deps Above Insurance Limit	564,465	745,242	791,792	691,597	843,246	-24.52	-24.26
Deposits in Foreign Offices	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Deposits	1,633,270	1,725,749	1,656,742	1,769,266	1,790,798	0.10	-5.36
Federal Funds Purchased	0	0	0	0	0	N/A	N/A
Sec Sold Under Agreemt to Repurch	0	0	0	0	0	N/A	N/A
Fed Home Loan Bor Mat < 1 Year	0	0	0	0	0	N/A	N/A
Fed Home Loan Bor Mat > 1 Year	0	0	0	0	0	N/A	N/A
Oth Borrowing Mat < 1 Year	0	0	0	0	0	N/A	N/A
Oth Borrowing Mat > 1 Year	0	0	0	0	0	N/A	N/A
Subordinated Notes & Debentures	0	0	0	0	0	N/A	N/A
Other Liabilities	9,938	13,298	14,154	12,504	6,369	-31.41	-25.27
Total Liabilities	1,643,208	1,739,047	1,670,896	1,781,770	1,797,167	-0.18	-5.51
Total Bank Capital & Min Int	180,441	144,294	155,787	140,473	106,245	4.95	25.05
Total Liabilities & Capital	1,823,649	1,883,341	1,826,683	1,922,243	1,903,412	0.30	-3.17
Memoranda:							
Officers, Shareholder Loans (#)	2	0	0	0	1		
Officers, Shareholder Loans (\$)	4,791	646	621	676	2,257	5.83	641.64
Held-to-Maturity Securities	0	0	0	0	0	N/A	N/A
Available-for-Sale Securities	665,436	732,154	691,074	783,198	855,509	-2.19	-9.11
Non-Interest Bearing Deposits	277,738	341,973	259,495	409,515	314,568	3.85	-18.78
Estimate of Uninsured Deposits	1,069,799	1,317,547	1,190,955	1,348,902	1,338,412	-12.71	-18.80
Deposit Accounts > \$250M	1,075,979	1,388,996	1,328,025	1,298,939	1,439,269	-17.21	-22.54
All Brokered Deposits	0	0	0	0	0	N/A	N/A
Brokered Reciprocal Deposits	0	0	0	0	0	N/A	N/A
Listing Service Deposits	0	0	0	0	0	N/A	N/A
LN&LS in Foreign Offices	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Loans Held for Sale (HFS)	0	0	0	0	0	N/A	N/A
Loans Held for Investment (HFI)	695,915	677,222	713,807	668,234	589,279	-2.24	2.76
Allowance for Credit Losses (ACL):							
ACL on LN&LS HFI	10,647	9,328	9,603	9,178	8,182	6.89	14.14
ACL on AFS/HTM Sec	0	0	0	0	N/A	N/A	N/A
ACL on Other Fin Assets	0	0	0	0	N/A	N/A	N/A
ACL on Off Bal Sheet Exp	1,108	2,075	2,075	2,075	0	-39.32	-46.60
Total ACL	11,755	11,403	11,678	11,253	8,182	-0.27	3.09
Less: ACL for Purch Cred-Deterior	N/A	0	N/A	0	N/A	N/A	N/A
Less: ACL for AFS Securities	0	0	0	0	N/A	N/A	N/A
Less: Allocated Transfer Risk Resv	N/A	0	N/A	0	0	N/A	N/A
Total Adjusted ACL	11,755	11,403	11,678	11,253	8,182	-0.27	3.09

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County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Off Balance Sheet Items--Page 5

Off Balance Sheet Items
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022			Percent Change	
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	1 Quarter	1 Year
Outstanding (% of Total Assets)																	
Home Equity (1-4 Family)	0.00	1.92	9	0.00	1.90	9	0.00	1.91	9	0.00	1.83	9	0.00	1.77	9		
Credit Card	0.00	0.15	66	0.00	0.16	68	0.00	0.16	67	0.00	0.16	68	0.00	0.17	67		
Commercial RE Secured by RE	2.04	4.48	16	3.99	4.61	45	2.59	4.29	27	4.77	4.84	54	5.71	5.62	58		
1-4 Fam Residential Const & Land	0.28	1.09	22	0.29	1.03	28	0.43	0.98	32	0.55	1.04	38	0.92	1.29	47		
Comm'l RE, Oth Const & Land	1.76	3.17	27	3.70	3.36	64	2.16	3.06	38	4.22	3.57	66	4.79	4.09	64		
Commercial RE Not Secured by RE	0.00	0.02	79	0.00	0.02	82	0.00	0.01	82	0.00	0.02	82	0.00	0.02	81		
All Other	4.16	6.63	34	3.42	6.92	22	4.16	6.67	31	4.41	6.96	31	4.53	7.29	31		
Total LN&LS Commitments	6.21	14.17	9	7.41	14.68	11	6.75	14.06	10	9.18	15.04	17	10.23	16.28	17		
Securities Underwriting	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A		
Standby Letters of Credit	0.03	0.32	12	0.06	0.31	18	0.07	0.31	19	0.07	0.29	22	0.06	0.30	18		
Amount Conveyed to Others	N/A	0.02	N/A	N/A	0.01	N/A	N/A	0.02	N/A	N/A	0.02	N/A	N/A	0.01	N/A		
Commercial Letters of Credit	0.00	0.00	89	0.00	0.00	89	0.00	0.00	88	0.00	0.00	88	0.00	0.00	88		
Assets Securitized or Sold w/Rec	0.00	0.48	69	0.00	0.32	71	0.00	0.36	71	0.00	0.30	71	0.00	0.22	70		
Amount of Recourse Exposure	N/A	0.05	N/A	N/A	0.03	N/A	N/A	0.04	N/A	N/A	0.03	N/A	N/A	0.03	N/A		
Credit Derivatives Bank as Guarantor	N/A	0.01	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.02	N/A		
Credit Derivatives Bank as Beneficiary	N/A	0.00	N/A	N/A	0.02	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.01	N/A		
All Oth Off-Balance Sheet Items	0.00	0.90	66	0.00	0.88	67	0.00	0.83	68	0.00	0.73	69	0.00	0.57	72		
Off-Balance Sheet Items	6.24	17.32	6	7.47	17.51	8	6.82	16.92	7	9.25	17.73	13	10.29	18.71	14		
Outstanding (\$000)																	
Home Equity (1-4 Family)			0			0			0			0			0	N/A	N/A
Credit Card			0			0			0			0			0	N/A	N/A
Commercial RE Secured by RE		37,279			75,114			47,291			91,695			108,617		-8.57	-50.37
1-4 Fam Residential Const & Land		5,179			5,393			7,925			10,542			17,437		-25.93	-3.97
Commercial RE, Oth Const & Land		32,100			69,721			39,366			81,153			91,180		-4.97	-53.96
Commercial RE Not Secured by RE		0			0			0			0			0		N/A	N/A
All Other		75,948			64,453			76,008			84,827			86,157		17.52	17.83
Securities Underwriting		N/A			N/A			N/A			N/A			N/A		N/A	N/A
Memo: Unused Commit w/mat GT 1 YR		N/A			101,020			N/A			129,891			152,059		N/A	N/A
Standby Letters of Credit		593			1,137			1,194			1,347			1,144		-15.04	-47.85
Amount Conveyed to Others		N/A			N/A			N/A			N/A			N/A		N/A	N/A
Commercial Letters of Credit		0			0			0			0			0		N/A	N/A
Assets Securitized or Sold w/recourse		0			0			0			0			0		N/A	N/A
Amount of Recourse Exposure		N/A			N/A			N/A			N/A			N/A		N/A	N/A
Credit Derivatives Bank as Guarantor		N/A			N/A			N/A			N/A			N/A		N/A	N/A
Credit Derivatives Bank as Beneficiary		N/A			N/A			N/A			N/A			N/A		N/A	N/A
All Oth Off-Balance Sheet Items		0			0			0			0			0		N/A	N/A
Off-Balance Sheet Items		113,820			140,704			124,493			177,869			195,918		7.28	-19.11

FDIC Certificate # 9978
OCC Charter # 0
Public Report

FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Derivative Instruments--Page 5A

Derivative Instruments
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	<u>06/30/2025</u>	<u>06/30/2024</u>	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Notional Amount (\$000)					
Derivative Contracts	0	0	0	0	16,033
Interest Rate Contracts	0	0	0	0	16,033
Other Derivative Contracts	0	0	0	0	0
Foreign Exchange Contracts	N/A	N/A	N/A	N/A	N/A
Equity, Comm & Oth Contracts	N/A	N/A	N/A	N/A	N/A
Derivatives Position					
Future and Forwards	N/A	N/A	N/A	N/A	N/A
Written Options	N/A	N/A	N/A	N/A	N/A
Exchange Traded	N/A	N/A	N/A	N/A	N/A
Over-the-Counter	N/A	N/A	N/A	N/A	N/A
Purchased Options	N/A	N/A	N/A	N/A	N/A
Exchange Traded	N/A	N/A	N/A	N/A	N/A
Over-the-Counter	N/A	N/A	N/A	N/A	N/A
Swaps	N/A	N/A	N/A	N/A	N/A
Held-for-Trading	0	0	0	0	0
Interest Rate Contracts	0	0	0	0	0
Other Derivative Contracts	0	0	0	0	0
Foreign Exchange Contracts	N/A	N/A	N/A	N/A	N/A
Equity, Comm & Oth Contracts	N/A	N/A	N/A	N/A	N/A
Non-Traded	0	0	0	0	16,033
Interest Rate Contracts	0	0	0	0	16,033
Other Derivative Contracts	0	0	0	0	0
Foreign Exchange Contracts	N/A	N/A	N/A	N/A	N/A
Equity, Comm & Oth Contracts	N/A	N/A	N/A	N/A	N/A
Memo: Marked-to-Market	N/A	N/A	N/A	N/A	N/A
Derivative Contracts (RBC Def)	N/A	0	N/A	0	15,953
One Year or Less	N/A	0	N/A	0	0
Over 1 Year to 5 Years	N/A	0	N/A	0	15,953
Over 5 Years	N/A	0	N/A	0	0
Gross Negative Fair Value	N/A	N/A	N/A	N/A	N/A
Gross Positive Fair Value	N/A	N/A	N/A	N/A	N/A
Held-for-Trading	N/A	N/A	N/A	N/A	N/A
Non-Traded	N/A	N/A	N/A	N/A	N/A
Memo: Marked-to-Market	N/A	N/A	N/A	N/A	N/A
Current Credit Exposure All Derivatives	N/A	0	N/A	0	15,953
Credit Losses Off_BS Derivatives	N/A	N/A	N/A	N/A	N/A
Past Due Derivatives Instruments:					
Fair Value Carried as Assets	N/A	N/A	N/A	N/A	N/A

FDIC Certificate # 9978
OCC Charter # 0
Public Report

FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE, TX
Derivative Analysis--Page 5B

Derivative Analysis
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Percent of Notional Amounts															
Interest Rate Contracts	N/A	99.80	N/A	N/A	98.92	N/A	N/A	99.18	N/A	N/A	98.97	N/A	100.00	99.00	99
Other Derivative Contracts	N/A	0.00	N/A	N/A	0.02	N/A	N/A	0.01	N/A	N/A	0.02	N/A	0.00	0.01	93
Foreign Exchange Contracts	N/A	0.36	N/A	N/A	1.17	N/A	N/A	1.17	N/A	N/A	1.10	N/A	N/A	0.81	N/A
Equity, Comm & Oth Contracts	N/A	0.00	N/A	N/A	1.44	N/A	N/A	1.64	N/A	N/A	0.12	N/A	N/A	0.07	N/A
Derivatives Position															
Futures and Forwards															
Written Options	N/A	15.42	N/A	N/A	13.50	N/A	N/A	12.70	N/A	N/A	14.00	N/A	N/A	12.45	N/A
Exchange Traded	N/A	10.80	N/A	N/A	11.70	N/A	N/A	9.90	N/A	N/A	11.65	N/A	N/A	15.54	N/A
Over-the-Counter	N/A	0.00	N/A	N/A	0.08	N/A	N/A	0.28	N/A	N/A	0.09	N/A	N/A	0.00	N/A
Purchased Options	N/A	10.80	N/A	N/A	11.61	N/A	N/A	9.60	N/A	N/A	11.56	N/A	N/A	15.54	N/A
Exchange Traded	N/A	1.01	N/A	N/A	1.74	N/A	N/A	1.63	N/A	N/A	0.88	N/A	N/A	2.22	N/A
Over-the-Counter	N/A	0.00	N/A	N/A	0.03	N/A	N/A	0.10	N/A	N/A	0.03	N/A	N/A	0.00	N/A
Swaps	N/A	1.01	N/A	N/A	1.70	N/A	N/A	1.52	N/A	N/A	0.85	N/A	N/A	2.22	N/A
	N/A	38.55	N/A	N/A	36.64	N/A	N/A	40.80	N/A	N/A	37.90	N/A	N/A	30.78	N/A
Held-for-Trading	N/A	2.04	N/A	N/A	4.09	N/A	N/A	3.43	N/A	N/A	4.16	N/A	0.00	5.96	81
Interest Rate Contracts	N/A	2.04	N/A	N/A	3.75	N/A	N/A	3.43	N/A	N/A	3.79	N/A	0.00	5.91	82
Other Derivative Contracts	N/A	0.00	N/A	N/A	0.33	N/A	N/A	0.00	N/A	N/A	0.35	N/A	0.00	0.75	98
Foreign Exchange Contracts	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Equity, Comm & Oth Contracts	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Non-Traded	N/A	62.78	N/A	N/A	50.53	N/A	N/A	57.37	N/A	N/A	55.12	N/A	100.00	20.40	99
Interest Rate Contracts	N/A	64.83	N/A	N/A	35.19	N/A	N/A	41.03	N/A	N/A	39.23	N/A	100.00	26.99	99
Other Derivative Contracts	N/A	0.00	N/A	N/A	0.01	N/A	N/A	0.01	N/A	N/A	0.00	N/A	0.00	0.00	94
Foreign Exchange Contracts	N/A	0.36	N/A	N/A	1.17	N/A	N/A	1.17	N/A	N/A	1.10	N/A	N/A	0.81	N/A
Equity, Comm & Oth Contracts	N/A	0.00	N/A	N/A	1.44	N/A	N/A	1.64	N/A	N/A	0.12	N/A	N/A	0.07	N/A
Memo: Marked-to-Market	N/A	96.22	N/A	N/A	54.83	N/A	N/A	55.60	N/A	N/A	58.59	N/A	N/A	22.95	N/A
Derivative Contracts (RBC Def)															
One Year or Less	N/A	39.43	N/A	N/A	39.87	N/A	N/A	45.86	N/A	N/A	41.56	N/A	99.50	37.77	58
Over 1 Year to 5 Years	N/A	11.15	N/A	N/A	9.47	N/A	N/A	10.27	N/A	N/A	8.06	N/A	0.00	10.53	56
Over 5 Years	N/A	24.84	N/A	N/A	23.31	N/A	N/A	25.19	N/A	N/A	22.16	N/A	99.50	13.17	95
Gross Negative Fair Value	N/A	10.40	N/A	N/A	14.52	N/A	N/A	13.96	N/A	N/A	17.62	N/A	0.00	22.32	56
Gross Positive Fair Value	N/A	0.69	N/A	N/A	0.88	N/A	N/A	0.79	N/A	N/A	1.16	N/A	N/A	1.60	N/A
	N/A	0.95	N/A	N/A	1.51	N/A	N/A	1.42	N/A	N/A	1.54	N/A	N/A	2.33	N/A
By Tier 1 Capital:															
Gross Negative Fair Value (x)	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.01	N/A
Gross Positive Fair Value (x)	N/A	0.00	N/A	N/A	0.01	N/A	N/A	0.01	N/A	N/A	0.01	N/A	N/A	0.01	N/A
Held-for-Trading (x)	0.00	0.00	94	0.00	0.00	92	0.00	0.00	92	0.00	0.00	92	0.00	0.00	90
Non-Traded (x)	0.00	0.17	45	0.00	0.19	44	0.00	0.19	44	0.00	0.16	47	0.07	0.08	74
Non-Traded Marked-to-Mkt(x)	N/A	0.31	N/A	N/A	0.27	N/A	N/A	0.29	N/A	N/A	0.25	N/A	N/A	0.14	N/A
Current Credit Exposure (x)	N/A	0.00	N/A	N/A	0.00	73	N/A	0.00	N/A	N/A	0.00	76	0.07	0.00	97
Credit Losses on Derivatives	N/A	0.01	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Past Due Derivative Instruments:															
Fair Value Carried as Assets	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Other Ratios:															
Cur Credit Exposure/Risk WT AST	N/A	0.01	N/A	0.00	0.03	73	N/A	0.03	N/A	0.00	0.03	76	1.86	0.04	99
Credit Losses on Derivatives/CR Allow	N/A	0.09	N/A	N/A	0.00	N/A	N/A	0.01	N/A	N/A	0.00	N/A	N/A	0.00	N/A

FDIC Certificate # 9978
OCC Charter # 0
Public Report

FRB District/ID: RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE, UVALDE, TX
Balance Sheet Percentage Composition--Page 6

Balance Sheet %
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Percent of Average Assets															
Loans HFS	0.00	0.08	33	0.00	0.09	36	0.00	0.10	33	0.00	0.09	34	0.00	0.12	34
Loans HFI	38.80	71.01	2	35.37	70.96	2	36.37	70.99	1	33.32	69.43	1	27.18	65.26	1
Less: ACL on LN&LS	0.55	0.84	10	0.49	0.85	6	0.50	0.85	6	0.52	0.84	9	0.39	0.80	5
Net Loans & Leases	38.24	70.45	2	34.88	70.46	2	35.88	70.53	1	32.80	68.94	1	26.79	64.88	1
Interest-Bearing Bank Balances	20.27	5.37	97	21.49	4.63	97	20.98	4.80	97	20.51	4.31	98	17.17	6.59	90
Federal Funds Sold & Resales	0.00	0.12	60	0.00	0.10	60	0.00	0.10	58	0.00	0.12	57	0.00	0.18	55
Trading Account Assets	0.00	0.00	94	0.00	0.00	91	0.00	0.00	91	0.00	0.00	91	0.00	0.00	90
Held-to-Maturity Securities	0.00	1.32	54	0.00	1.69	50	0.00	1.59	51	0.00	1.98	47	0.00	1.69	46
HTM Securities Allowance	0.00	0.00	86	0.00	0.00	83	0.00	0.00	83	0.00	0.00	83	N/A	0.00	N/A
Available-for-Sale Securities	37.25	14.71	97	39.64	14.80	97	39.14	14.58	98	42.69	16.09	97	52.52	17.93	98
Marketable Equity Sec at FV	0.01	0.01	78	0.01	0.01	74	0.01	0.01	75	0.01	0.02	74	0.01	0.02	69
Total Earning Assets	95.78	93.89	80	96.03	93.72	88	96.00	93.72	87	96.01	93.60	88	96.49	93.86	92
Nonint Cash & Due From Banks	0.92	1.10	37	0.83	1.04	33	0.81	1.09	29	0.85	1.14	28	0.97	1.18	37
Premises, Fix Assets & Cap Leases	0.39	1.40	7	0.36	1.38	7	0.37	1.39	6	0.32	1.39	5	0.27	1.34	4
Other Real Estate Owned	0.01	0.03	56	0.00	0.02	51	0.00	0.02	52	0.00	0.01	43	0.00	0.02	54
Dir & Indir Inv RE Ventures	0.00	0.00	91	0.00	0.00	92	0.00	0.00	92	0.00	0.00	91	0.00	0.00	92
Inv in Unconsolidated Subs	0.00	0.01	84	0.00	0.01	85	0.00	0.01	85	0.00	0.01	83	0.00	0.00	85
Other Assets	2.90	3.36	40	2.78	3.63	29	2.81	3.59	31	2.82	3.66	31	2.26	3.42	20
Total Non-Earning Assets	4.22	6.11	19	3.97	6.28	11	4.00	6.29	12	3.99	6.40	11	3.51	6.14	7
Total Assets	100.00	100.00	86	100.00	100.00	83	100.00	100.00	83	100.00	100.00	83	100.00	100.00	97
Standby Letters of Credit	0.05	0.33	13	0.07	0.30	19	0.06	0.31	17	0.06	0.29	19	0.04	0.29	15
Liabilities															
Demand Deposits	13.97	21.48	26	6.44	20.59	13	5.03	20.69	8	6.46	21.33	15	3.44	22.04	6
All NOW & AT'S Accounts	8.59	8.40	52	2.75	7.32	36	3.94	7.56	41	1.74	7.62	26	1.48	7.72	24
Money Market Deposit Accounts	17.39	17.67	54	19.57	18.35	58	18.69	18.33	56	18.14	18.91	52	19.98	21.61	50
Other Savings Deposits	8.18	9.24	54	20.55	10.58	82	19.88	10.26	83	22.21	12.71	79	22.86	16.19	72
Time Deps At or Below Insurance Limit	3.40	15.90	5	3.37	14.95	4	3.37	15.34	4	3.39	12.64	7	3.34	9.45	13
Less: Fully Insured Brokered Deposits	0.00	2.97	3	0.00	3.48	32	0.00	3.34	30	0.00	2.93	30	0.00	1.41	42
Core Deposits	51.52	73.75	3	52.68	72.99	5	50.92	73.27	4	51.93	75.34	5	51.10	81.12	2
Fully Insured Brokered Deposits	0.00	2.97	37	0.00	3.48	32	0.00	3.34	30	0.00	2.93	30	0.00	1.41	42
Time Deps Above Insurance Limit	38.48	7.30	99	39.18	6.32	99	40.41	6.67	99	41.44	5.21	99	41.77	3.44	99
Deposits in Foreign Offices	N/A	8.47	N/A	N/A	6.41	N/A	40.41	7.21	N/A	41.44	6.12	N/A	41.77	7.00	N/A
Total Deposits	90.00	85.57	86	91.86	84.40	97	91.33	84.81	96	93.38	84.97	98	92.87	86.98	97
Federal Funds Purch & Repos	0.00	0.33	62	0.00	0.40	58	0.00	0.36	57	0.00	0.49	52	0.00	0.51	53
Total Fed Home Loan Borrowings	0.00	2.51	28	0.00	2.81	24	0.00	2.69	22	0.00	2.89	19	0.00	1.73	24
Total Other Borrowings	0.00	0.03	76	0.00	0.76	51	0.00	0.53	51	0.00	0.52	51	0.00	0.06	66
Memo: Sit Ter N Core Funding	38.32	11.64	98	33.48	12.32	97	36.03	12.09	98	35.98	10.76	98	37.96	6.31	99
Subordinated Notes & Debentures	0.00	0.00	98	0.00	0.00	99	0.00	0.00	99	0.00	0.00	98	0.00	0.01	98
Other Liabilities	0.71	0.88	36	0.75	0.95	36	0.78	0.95	40	0.44	0.89	12	0.24	0.73	5
Total Liabilities (incl Mortg)	90.71	90.24	54	92.60	90.59	84	92.11	90.48	79	93.82	90.94	92	93.11	90.90	87
Total Bank Capital & Min Int	9.29	9.76	45	7.40	9.41	15	7.89	9.52	20	6.18	9.06	7	6.89	9.10	12
Total Liabilities & Capital	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99
Memo: All Brokered Deposits	0.00	3.36	32	0.00	3.91	29	0.00	3.75	27	0.00	3.32	28	0.00	1.63	39
Insured Brokered Deposits	0.00	2.97	37	0.00	3.48	32	0.00	3.34	30	0.00	2.93	30	0.00	1.41	42
Loans HFS as a % Loans	0.00	0.12	33	0.00	0.12	36	0.00	0.13	33	0.00	0.13	34	0.01	0.19	35

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Allowance & Loan Mix-a
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
Analysis Ratios	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Loss Provision to Average Assets	0.14	0.10	69	0.06	0.09	46	0.06	0.11	41	0.06	0.09	47	0.05	0.09	43
Recoveries to Prior Credit Loss	34.47	39.84	60	4.15	47.64	12	4.84	57.51	9	85.86	68.98	73	19.51	95.51	20
Net Loss to Average Total LN&LS	0.08	0.08	72	0.13	0.07	80	0.12	0.09	71	0.03	0.06	57	0.02	0.04	53
Gross Loss to Average Total LN&LS	0.12	0.09	72	0.13	0.09	76	0.12	0.11	67	0.05	0.08	50	0.02	0.07	31
Recoveries to Average Total LN&LS	0.04	0.02	78	0.00	0.02	16	0.00	0.02	15	0.01	0.03	44	0.00	0.03	14
ACL on LN&LS HFI to LN&LS HFI	1.53	1.21	86	1.38	1.21	72	1.35	1.20	70	1.37	1.23	70	1.39	1.20	74
ACL on LN&LS HFI to Total LN&LS	1.53	1.20	87	1.38	1.21	73	1.35	1.20	71	1.37	1.22	71	1.39	1.20	75
ACL on LN&LS HFI to Net Losses (X)	17.80	76.48	43	10.36	73.72	28	12.39	59.02	37	44.99	83.49	60	98.58	78.37	72
ACL on LN&LS HFI to Nonaccrual LN&LS (X)	1.03	6.76	15	0.83	7.76	6	3.67	7.34	56	0.79	8.57	3	0.79	10.09	2
Earnings Coverage of Net Losses (X)	41.74	130.35	47	28.90	107.65	42	33.79	91.38	50	154.02	131.67	75	376.57	155.98	84
Net Losses by Type of LN&LS															
Real Estate Loans	0.00	0.01	61	0.13	0.00	95	0.10	0.01	92	0.00	0.00	61	0.00	0.00	69
Construction & Land Development	0.00	0.00	89	0.70	0.00	98	0.55	0.00	97	0.00	0.00	89	0.00	0.00	91
1-4 Family Construction	0.00	0.00	93	3.73	0.00	99	3.66	0.00	99	0.00	0.00	94	0.00	0.00	94
Other Construction & Land	0.00	0.00	93	0.00	-0.01	95	0.00	0.00	92	0.00	0.00	94	0.00	-0.03	95
Secured by Farmland	0.00	0.00	94	0.00	0.00	96	0.00	0.00	93	0.00	0.00	95	0.00	-0.01	95
1-4 Family Residential Loans	0.00	0.00	76	0.00	0.00	80	0.00	0.00	69	0.00	0.00	71	0.00	0.00	79
Home Equity Loans	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	-0.01	N/A
1-4 Family 1st Lien Loans	0.00	0.00	81	0.00	0.00	85	0.00	0.00	77	0.00	0.00	76	0.00	0.00	82
1-4 Family Jr Lien Loans	0.00	-0.01	94	0.00	-0.11	95	0.00	-0.01	91	0.00	-0.04	94	0.00	-0.05	94
Multifamily Loans	0.00	0.03	97	0.00	0.02	98	0.00	0.02	96	0.00	0.01	98	0.00	0.01	98
Non-Farm Non-Residential Mtg	0.00	0.01	82	0.00	0.00	84	0.00	0.01	73	0.00	0.00	80	0.00	0.00	79
Owner Occupied Nonfarm Nonresidential	0.00	0.00	88	0.00	0.00	89	0.00	0.01	80	0.00	0.00	87	0.00	0.00	84
Other Nonfarm Nonresidential	0.00	0.00	90	0.00	0.00	91	0.00	0.00	85	0.00	0.00	88	0.00	0.00	90
RE Loans in Foreign Offices	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Agricultural Loans	0.00	0.00	91	0.00	0.00	90	0.00	0.01	85	0.00	-0.01	91	0.00	0.00	86
Commercial and Industrial Loans	0.66	0.16	87	0.24	0.16	76	0.17	0.25	61	0.05	0.14	58	0.02	0.08	57
Loans to Individuals	1.00	0.52	77	0.29	0.58	56	0.62	0.65	65	1.11	0.51	80	0.59	0.47	71
Credit Card Plans	N/A	2.12	N/A	N/A	1.80	N/A	N/A	1.91	N/A	N/A	1.51	N/A	N/A	1.20	N/A
Auto Loans	0.99	0.16	90	0.00	0.12	64	0.04	0.20	55	1.71	0.15	95	0.33	0.08	85
Non-Depository, Other & Muni Loans	0.00	0.24	71	0.00	0.48	67	0.00	0.49	65	0.10	0.45	70	0.00	0.39	63
Loans to Foreign Governments	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Lease Financing	N/A	0.08	N/A	N/A	0.02	N/A	N/A	0.07	N/A	N/A	0.09	N/A	N/A	0.02	N/A
Leases to Individuals	N/A	-0.01	N/A	N/A	0.03	N/A	N/A	0.06	N/A	N/A	0.01	N/A	N/A	0.00	N/A
All Other Leases	N/A	0.04	N/A	N/A	0.00	N/A	N/A	0.03	N/A	N/A	0.04	N/A	N/A	0.03	N/A
Supplemental:															
Loans to Finance Comm'l Real Estate	0.00	0.00	98	N/A	0.01	N/A	495.69	4.55	99	N/A	0.12	N/A	N/A	-0.01	N/A
Change: ACL on LN&LS HFI (\$000)															
Beginning Balance			9,603			9,178			9,178			8,182			7,215
Gross Credit Losses			435			456			789			289			99
Memo: Loans HFS Write-down			0			0			0			0			0
Recoveries			136			6			14			85			16
Net Credit Losses			299			450			775			204			83
Provision: Credit Losses			1,343			600			1,200			1,200			1,050
Other Adjustments			0			0			0			0			0
ACL on LN&LS HFI			10,647			9,328			9,603			9,178			8,182
Average Total Loans & Leases			708,625			677,598			673,239			634,607			526,117

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Allowance & Loan Mix-b
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Loan Mix, % Average Gross LN&LS	81.88	79.73	52	82.06	78.89	56	82.05	79.22	55	81.09	78.39	54	79.47	77.33	51
Real Estate Loans	13.96	8.91	80	14.92	9.14	84	15.33	8.97	85	16.36	9.26	85	12.29	8.78	73
Construction & Development	1.46	2.12	43	2.81	2.01	70	2.32	2.00	61	3.37	2.17	72	2.10	2.18	55
1-4 Family Construction	12.50	6.49	88	12.10	6.78	87	13.01	6.62	90	12.99	6.72	88	10.19	6.26	83
Other Cons & Land Development	3.29	3.39	60	3.90	2.98	68	3.62	3.10	66	2.97	3.08	62	2.03	3.21	55
Secured by Farmland	18.56	22.28	42	17.39	21.53	42	17.81	21.92	42	17.56	20.74	45	20.69	19.59	56
1-4 Family Residential	0.00	2.24	9	0.00	1.99	7	0.00	2.04	7	0.00	1.89	7	0.00	1.87	6
Home Equity Loans	18.28	18.78	51	17.11	18.43	48	17.53	18.72	49	17.31	17.81	51	20.43	16.76	65
1-4 Family 1st Lien Loans	0.28	0.60	31	0.28	0.48	38	0.28	0.54	36	0.25	0.44	37	0.26	0.39	42
1-4 Family Jr Lien Loans	1.33	5.57	12	1.30	5.63	11	1.30	5.63	11	1.42	5.38	12	1.76	5.05	17
Multifamily	44.73	34.83	78	44.55	34.23	79	43.97	34.22	78	42.78	34.66	73	42.71	35.32	73
Non-Farm Non-Residential	23.91	13.50	90	26.79	13.37	95	25.44	13.51	93	25.42	13.57	92	26.67	13.93	93
Owner Occupied Non-Farm Non-Residential	20.82	20.77	54	17.76	20.26	42	18.53	20.07	46	17.36	20.47	40	16.03	20.73	34
RE Loans in Foreign Offices	N/A	0.03	N/A	N/A	0.02	N/A	N/A	0.03	N/A	N/A	0.03	N/A	N/A	1.65	N/A
Financial Institution Loans	0.00	0.00	90	0.00	0.00	93	0.00	0.00	92	0.00	0.00	93	0.00	0.00	93
Agricultural Loans	2.92	1.55	77	3.00	1.31	80	2.92	1.38	79	3.41	1.32	81	4.02	1.38	83
Commercial & Industrial Loans	10.07	12.37	44	9.69	13.13	40	9.84	12.72	40	9.65	13.36	37	9.62	14.16	31
Loans to Individuals	1.84	2.16	60	1.99	2.54	61	1.97	2.49	60	2.11	2.69	62	2.26	2.67	64
Credit Card Loans	0.00	0.03	72	0.00	0.04	72	0.00	0.04	71	0.00	0.04	71	0.00	0.04	70
Auto Loans	0.63	0.58	67	0.74	0.56	72	0.70	0.57	71	0.89	0.62	74	1.03	0.62	76
Municipal Loans	3.26	0.68	90	3.25	0.54	92	3.22	0.56	92	3.62	0.59	93	4.40	0.66	93
Non-Depository and Other	0.05	0.37	42	0.00	0.35	15	0.00	0.34	14	0.12	0.37	53	0.23	0.42	60
Loans to Foreign Governments	N/A	0.03	N/A	N/A	0.03	N/A	N/A	0.03	N/A	N/A	0.03	N/A	N/A	0.04	N/A
Lease Financing Receivables	0.00	0.05	77	0.00	0.06	77	0.00	0.06	77	0.00	0.07	77	0.00	0.07	77
Leases to Individuals	N/A	0.13	N/A	N/A	0.08	N/A	N/A	0.09	N/A	N/A	0.09	N/A	N/A	0.09	N/A
All Other Leases	N/A	0.10	N/A	N/A	0.15	N/A	N/A	0.14	N/A	N/A	0.14	N/A	N/A	0.15	N/A
Supplemental:															
Loans to Finance Comm'l Real Est	0.01	0.22	61	0.00	0.18	59	0.00	0.19	60	0.00	0.19	58	0.00	0.19	57
Foreign Office Loans & Leases	0.00	0.02	99	0.00	0.01	99	0.00	0.01	99	0.00	0.02	99	0.00	0.05	99
Memorandum (% of Avg Tot Loans):															
Loans & Lease Commitments	16.06	20.38	31	20.61	21.14	47	18.96	20.17	46	26.83	22.11	72	33.52	24.91	79
Officer, Shareholder Loans	0.68	0.94	49	0.10	0.93	22	0.10	0.90	22	0.10	0.92	21	0.39	1.00	36
Officer, Shareholder Loans to Assets	0.26	0.64	39	0.03	0.64	17	0.03	0.63	16	0.04	0.62	16	0.12	0.63	27
Other Real Estate Owned % Assets															
Construction & Land Development	0.01	0.00	84	0.00	0.00	81	0.00	0.00	82	0.00	0.00	78	0.00	0.00	78
Farmland	0.00	0.00	95	0.00	0.00	96	0.00	0.00	95	0.00	0.00	96	0.00	0.00	94
1-4 Family	0.00	0.00	69	0.00	0.00	73	0.00	0.00	66	0.00	0.00	65	0.00	0.00	67
Multifamily	0.00	0.00	97	0.00	0.00	97	0.00	0.00	96	0.00	0.00	98	0.00	0.00	97
Non-Farm Non-Residential	0.00	0.01	70	0.00	0.00	76	0.00	0.01	71	0.00	0.00	71	0.00	0.01	71
Foreign Offices	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Subtotal	0.01	0.03	56	0.00	0.02	51	0.00	0.02	52	0.00	0.01	43	0.00	0.02	54
Direct and Indirect Inv	0.00	0.00	91	0.00	0.00	92	0.00	0.00	92	0.00	0.00	91	0.00	0.00	92
Total	0.01	0.04	52	0.00	0.03	48	0.00	0.03	48	0.00	0.02	40	0.00	0.03	51
Asset Servicing % Assets															
Mortgage Servicing w/ Recourse	N/A	0.31	N/A	N/A	0.07	N/A	N/A	0.08	N/A	N/A	0.06	N/A	N/A	0.05	N/A
Mortgage Servicing w/o Recourse	N/A	2.94	N/A	N/A	2.38	N/A	N/A	2.12	N/A	N/A	2.79	N/A	N/A	2.92	N/A
Other Financial Assets	N/A	1.11	N/A	N/A	1.25	N/A	N/A	1.11	N/A	N/A	1.29	N/A	N/A	1.48	N/A
Total	0.00	5.44	49	0.00	5.83	45	0.00	5.60	47	0.00	6.15	45	0.00	6.42	44

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Concentrations of Credit
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Loan & Leases as a % of Tier 1 Capital Plus															
ACL on LN&LS HFI															
Real Estate Loans	204.67	502.36	4	211.49	504.41	4	218.84	505.66	4	218.92	498.40	4	208.36	486.89	4
Construction & Development	34.52	54.63	27	36.96	57.24	31	41.74	54.52	36	45.66	58.24	41	39.86	56.37	35
1-4 Family Construction	3.77	12.49	21	6.14	12.40	34	3.59	12.10	22	9.47	12.80	46	7.74	13.77	37
Other Const & Land Development	30.76	39.66	38	30.82	42.64	36	38.14	40.26	46	36.20	43.10	42	32.12	40.51	41
Secured by Farmland	7.77	20.85	47	11.52	18.63	57	9.10	19.10	52	8.82	18.79	54	5.25	19.27	47
1-4 Family Residential	47.87	141.59	12	47.61	141.31	14	48.87	143.37	13	43.35	137.04	14	50.71	126.71	18
Home Equity Loans	0.00	14.64	9	0.00	13.28	8	0.00	13.89	8	0.00	12.48	8	0.00	11.90	7
1-4 Family 1st Lien Loans	47.16	119.30	16	46.81	120.76	19	48.13	121.85	18	42.73	117.55	18	50.08	108.74	25
1-4 Family Jr Lien Loans	0.71	3.84	20	0.80	3.14	27	0.74	3.44	24	0.62	3.05	23	0.63	2.50	25
Multifamily	3.44	36.10	6	3.36	37.77	6	3.36	38.16	5	3.46	35.88	6	4.10	33.48	8
Non-Farm Non-Residential	111.07	218.68	11	112.05	219.22	12	115.77	219.82	13	117.64	218.59	13	108.44	219.92	10
Owner Occupied Non-Farm Non-Residential	59.88	84.66	29	63.98	85.57	33	61.23	86.46	30	72.18	85.38	40	62.70	84.79	31
Other Non-Farm Non-Residential	51.19	130.72	11	48.07	129.60	9	54.54	129.31	11	45.45	130.00	8	45.74	131.52	8
RE Loans in Foreign Offices	N/A	0.13	N/A	N/A	0.13	N/A	N/A	0.16	N/A	N/A	0.10	N/A	N/A	7.01	N/A
Financial Institution Loans	0.00	0.02	91	0.00	0.00	94	0.00	0.00	93	0.00	0.00	94	0.00	0.00	94
Agricultural Loans	7.19	9.60	65	8.00	8.24	69	7.84	8.84	69	7.93	8.36	69	10.08	8.12	70
Commercial & Industrial Loans	26.28	77.25	12	26.13	83.69	11	26.33	80.62	12	25.33	83.45	11	24.72	85.77	10
Loans to Individuals	4.51	12.78	34	5.17	15.90	37	5.10	15.12	37	5.43	16.63	37	5.64	16.26	38
Credit Card Loans	0.00	0.17	73	0.00	0.20	72	0.00	0.19	72	0.00	0.22	72	0.00	0.24	71
Auto Loans	1.60	3.27	52	1.78	3.37	56	1.64	3.26	53	2.15	3.70	59	2.57	3.58	63
Municipal Loans	8.27	4.11	76	8.23	3.42	80	8.77	3.62	79	9.00	3.66	80	10.40	3.99	81
Non-Depository and Other	0.13	2.06	33	0.00	2.17	17	0.00	2.13	16	0.00	2.21	17	0.58	2.44	52
Loans to Foreign Governments	N/A	0.18	N/A	N/A	0.13	N/A	N/A	0.13	N/A	N/A	0.12	N/A	N/A	0.16	N/A
Lease Financing Receivables	0.00	0.31	79	0.00	0.42	78	0.00	0.33	78	0.00	0.40	78	0.00	0.44	78
Leases to Individuals	N/A	0.54	N/A	N/A	0.33	N/A	N/A	0.35	N/A	N/A	0.33	N/A	N/A	0.33	N/A
All Other Leases	N/A	0.61	N/A	N/A	0.99	N/A	N/A	0.93	N/A	N/A	0.88	N/A	N/A	0.92	N/A
Supplemental:															
Loans to Finance Commercial Real Estate	0.00	1.37	61	0.00	1.17	61	0.04	1.19	62	0.00	1.16	62	0.00	1.16	60
Foreign Office Loans & Leases	0.00	0.10	99	0.00	0.08	99	0.00	0.07	99	0.00	0.07	99	0.00	0.27	99
Commercial Real Estate Loans as a % of															
Tier 1 Capital Plus ACL on LN&LS HFI															
Non-owner OCC Commercial Real Estate	89.15	234.29	6	88.39	236.96	6	99.68	235.86	8	94.57	236.81	8	89.70	234.60	7
Memo: NOO CRE 3-Year Growth Rate	57.06	38.58	76	44.84	57.68	41	115.67	48.61	92	53.91	63.51	46	30.31	64.55	25
Total Commercial Real Estate	149.03	323.33	7	152.37	327.45	7	160.92	327.36	8	166.75	326.25	10	152.40	323.70	8
Commercial Real Estate Loans as a % of															
Total LN&LS:															
Construction & Development	13.75	8.82	80	14.27	9.00	82	15.64	8.69	86	17.13	9.23	88	15.34	9.05	82
Non-owner OCC Commercial Real Estate	35.51	37.28	43	34.12	36.83	41	37.35	36.81	51	35.47	37.10	45	34.53	37.20	42
Total Commercial Real Estate	59.36	51.54	71	58.82	50.93	71	60.29	51.15	74	62.54	51.34	77	58.66	51.60	69

FDIC Certificate # 9978
OCC Charter # 0
Public Report

FRB District/D: RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE: UVALDE, TX
Analysis of Past Due, Nonaccrual & Restructured--Page 8

PD, Nonacc & Rest Loans-a
07/30/2025 03:06:05 PM

	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
% of Non-Current LN&LS by Loan Type	0.00	0.02	62	0.02	0.02	74	0.03	0.02	80	0.08	0.02	87	0.06	0.01	89
Real Estate LNS-90+ Days P/D	1.45	0.46	88	1.75	0.37	95	0.21	0.43	43	2.07	0.31	97	2.18	0.29	98
-Nonaccrual	1.45	0.51	87	1.76	0.41	94	0.25	0.47	43	2.15	0.35	96	2.24	0.31	97
-Total	1.80	0.29	97	0.51	0.29	76	2.10	0.31	97	1.25	0.27	94	0.71	0.21	90
-30-89 DAYS P/D															
Const & Land Dev-90+ Days P/D	0.00	0.00	94	0.00	0.00	92	0.06	0.00	95	0.33	0.00	97	0.00	0.00	94
-Nonaccrual	0.00	0.28	63	0.58	0.27	83	0.00	0.34	62	1.31	0.11	93	0.00	0.07	69
-Total	0.00	0.32	60	0.58	0.31	81	0.06	0.36	64	1.54	0.15	93	0.00	0.09	66
-30-89 DAYS P/D	1.45	0.20	92	0.07	0.20	68	0.00	0.17	57	0.46	0.15	85	0.04	0.10	69
1-4 Fam Cons & L Dev-90+ Days P/D	0.00	0.01	98	0.00	0.10	95	0.00	0.05	96	1.61	0.11	98	0.00	0.04	96
-Nonaccrual	0.00	0.05	86	3.47	0.16	94	0.00	0.19	81	6.31	0.06	98	0.00	0.02	89
-Total	0.00	0.06	85	3.47	0.21	94	0.00	0.23	79	7.92	0.09	97	0.00	0.03	86
-30-89 DAYS P/D	10.40	0.21	99	0.00	0.20	79	0.00	0.16	79	1.87	0.21	90	0.00	0.11	81
Other Const & Land Dev-90+ Days P/D	0.00	0.00	94	0.00	0.08	95	0.06	0.01	97	0.00	0.02	95	0.00	0.03	97
-Nonaccrual	0.00	0.24	70	0.00	0.17	71	0.00	0.19	70	0.00	0.07	73	0.00	0.06	74
-Total	0.00	0.29	67	0.00	0.20	69	0.06	0.20	74	0.00	0.08	71	0.00	0.06	73
-30-89 DAYS P/D	0.35	0.11	83	0.08	0.12	77	0.00	0.11	64	0.09	0.07	79	0.05	0.05	78
Secured by Farmland-90+ Day P/D	0.00	0.00	91	0.00	0.00	92	0.00	0.05	96	0.00	0.00	94	0.00	0.03	95
-Nonaccrual	0.00	0.29	66	28.16	0.20	99	0.00	0.22	68	40.45	0.20	99	0.00	0.21	65
-Total	0.00	0.36	63	28.16	0.25	99	0.00	0.26	67	40.45	0.24	99	0.00	0.23	63
-30-89 DAYS P/D	2.79	0.15	97	0.00	0.11	70	0.00	0.14	66	0.00	0.10	72	0.00	0.08	71
1-4 Family Mfg-90+ Days P/D	0.00	0.02	69	0.08	0.02	85	0.10	0.02	85	0.06	0.02	81	0.23	0.02	95
-Nonaccrual	1.07	0.37	88	0.46	0.29	70	0.92	0.34	85	0.77	0.28	86	8.91	0.28	99
-Total	1.07	0.43	86	0.54	0.33	72	1.02	0.39	87	0.83	0.33	86	9.14	0.32	99
-30-89 DAYS P/D	2.73	0.38	98	2.10	0.39	96	2.48	0.52	97	2.59	0.41	98	1.39	0.40	91
Home Equity Loans -90+ Days P/D	N/A	0.00	N/A	N/A	0.01	N/A	N/A	0.01	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Nonaccrual	N/A	0.19	N/A	N/A	0.23	N/A	N/A	0.24	N/A	N/A	0.20	N/A	N/A	0.17	N/A
-Total	N/A	0.22	N/A	N/A	0.26	N/A	N/A	0.27	N/A	N/A	0.23	N/A	N/A	0.18	N/A
-30-89 DAYS P/D	N/A	0.26	N/A	N/A	0.31	N/A	N/A	0.30	N/A	N/A	0.31	N/A	N/A	0.25	N/A
1-4 Family 1st Lien Lns-90+ Days P/D	0.00	0.02	71	0.08	0.02	86	0.00	0.02	72	0.06	0.02	82	0.23	0.02	95
-Nonaccrual	1.08	0.38	86	0.46	0.28	71	0.93	0.32	85	0.78	0.27	87	9.01	0.27	99
-Total	1.08	0.44	84	0.54	0.32	72	0.93	0.37	84	0.84	0.32	86	9.24	0.31	99
-30-89 DAYS P/D	2.21	0.38	97	2.03	0.38	96	2.44	0.54	97	2.63	0.41	98	1.40	0.38	92
1-4 Family Jr Lien Lns-90+ Days P/D	0.00	0.30	95	0.00	0.00	93	6.68	0.00	99	0.00	0.03	96	0.00	0.13	95
-Nonaccrual	0.25	0.23	74	0.34	0.30	75	0.30	0.23	76	0.51	0.27	79	0.77	0.30	82
-Total	0.25	0.26	73	0.34	0.35	72	6.98	0.28	97	0.51	0.30	78	0.77	0.37	80
-30-89 DAYS P/D	37.02	0.23	99	6.39	0.23	98	5.01	0.28	97	0.00	0.21	65	0.00	0.33	65
Multifamily Loans-90+ Days P/D	0.00	0.00	99	0.00	0.02	98	0.00	0.01	98	0.00	0.00	99	0.00	0.00	99
-Nonaccrual	0.00	0.05	87	0.00	0.03	89	0.00	0.02	90	0.00	0.01	91	0.00	0.01	90
-Total	0.00	0.05	87	0.00	0.03	88	0.00	0.02	89	0.00	0.01	91	0.00	0.01	90
-30-89 DAYS P/D	0.00	0.01	90	0.00	0.01	88	0.95	0.03	95	0.00	0.01	91	0.00	0.00	93
Non-Farm Non-Res Mfg-90+ Days P/D	0.00	0.00	87	0.00	0.00	88	0.00	0.00	88	0.00	0.00	89	0.00	0.00	91
-Nonaccrual	2.21	0.43	93	0.02	0.29	36	0.01	0.35	36	0.02	0.26	39	0.03	0.25	40
-Total	2.21	0.46	92	0.02	0.32	34	0.01	0.39	33	0.02	0.28	37	0.03	0.27	39
-30-89 DAYS P/D	1.50	0.18	95	0.04	0.17	50	2.90	0.16	98	1.19	0.15	94	0.70	0.10	92
Own Occ Non-Farm Non-Res-90+ Days P/D	0.00	0.00	90	0.00	0.00	91	0.00	0.00	91	0.00	0.00	93	0.00	0.00	93
-Nonaccrual	1.45	0.36	86	0.03	0.29	47	0.02	0.32	47	0.03	0.27	48	0.05	0.29	50
-Total	1.45	0.39	85	0.03	0.34	44	0.02	0.35	44	0.03	0.29	46	0.05	0.30	49
-30-89 DAYS P/D	2.76	0.20	97	0.07	0.16	59	4.74	0.18	98	0.04	0.15	54	1.20	0.10	95
Other Non-Farm Non-Res-90+ Days P/D	0.00	0.03	95	0.00	0.01	96	0.00	0.03	95	0.00	0.05	95	0.00	0.02	96
-Nonaccrual	3.10	0.36	93	0.00	0.21	61	0.00	0.27	57	0.00	0.15	65	0.00	0.16	62
-Total	3.10	0.38	93	0.00	0.22	59	0.00	0.29	56	0.00	0.17	63	0.00	0.18	61
-30-89 DAYS P/D	0.02	0.11	63	0.00	0.11	64	0.83	0.09	92	3.01	0.10	98	0.01	0.06	70
RE Lns in Foreign Offices-90+ Days P/D	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Nonaccrual	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.02	N/A
-Total	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.02	N/A
-30-89 DAYS P/D	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Supplemental: LNS Fin Coml RE-90+ Days P/D	N/A	0.00	N/A	N/A	0.00	N/A	0.00	0.00	99	N/A	0.00	N/A	N/A	0.00	N/A
-Nonaccrual	N/A	0.00	N/A	N/A	0.20	N/A	0.00	0.68	95	N/A	0.12	N/A	N/A	0.10	N/A
-Total	N/A	0.00	N/A	N/A	0.21	N/A	0.00	0.68	95	N/A	0.12	N/A	N/A	0.10	N/A
-30-89 DAYS P/D	N/A	0.02	N/A	N/A	0.01	98	0.00	0.01	98	N/A	0.07	N/A	N/A	0.02	N/A
Non-Current LN&LS (\$000)			65			292			360			554			333
90 Days and Over Past Due			10,312			11,264			2,619			11,578			10,360
Total Noncurrent LN&LS			10,377			11,556			2,979			12,132			10,693
Total Non-Current LN&LS LN&LS 30-89 Days Past Due			12,555			4,236			14,255			8,386			4,098
Glyd LN&LS 90+ Days P/D			0			0			0			0			0
Glyd LN&LS on Nonaccrual			0			0			0			0			0
Glyd LN&LS 30-89 Days P/D			0			0			0			0			0

Modified LN&LS 90+ Days P/D	0	0	0	0	N/A
Modified LN&LS Nonaccrual	1,139	0	904	0	N/A
Modified LN&LS 30-89 Days P/D	0	0	0	0	N/A
Restructured LN&LS 90+ Days P/D	N/A	N/A	N/A	N/A	0
Restructured LN&LS Nonaccrual	N/A	N/A	N/A	N/A	0
Restructured LN&LS 30-89 Days P/D	N/A	N/A	N/A	N/A	0
Current 1-4 Family Modified LN&LS	0	0	0	0	N/A
Current Other Modified LN&LS	16	0	19	0	N/A
Current Total Modified LN&LS	16	0	19	0	N/A
Current 1-4 Family Restru LN&LS	N/A	N/A	N/A	N/A	0
Current Other Restructured LN&LS	N/A	N/A	N/A	N/A	0
Current Total Restructured LN&LS	N/A	N/A	N/A	N/A	0
Loans Secured 1-4 RE in Foreclosure	0	0	0	0	0
Other Real Estate Owned	0	0	335	0	0

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FIRST STATE BANK OF UVALDE: UVALDE, TX
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PD, Nonacc & Rest Loans-b
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		06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
		BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
% of Non-Current LN&LS by Loan Type		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Financial Institution LNS-90+ Days P/D		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Nonaccrual		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Total		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-30-89 DAYS P/D		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Com'l & Indust LNS-90+ Days P/D		0.07	0.01	88	0.07	0.01	88	0.14	0.02	90	0.13	0.01	92	0.06	0.02	85
-Nonaccrual		1.48	0.47	86	0.50	0.48	65	0.53	0.58	67	0.13	0.40	50	0.06	0.29	46
-Total		1.55	0.55	83	0.57	0.54	64	0.67	0.64	64	0.26	0.44	56	0.12	0.36	49
-30-89 DAYS P/D		0.77	0.35	80	0.63	0.32	78	1.87	0.31	94	1.54	0.25	94	0.67	0.23	85
Agricultural LNS-90+ Days P/D		0.00	0.00	94	0.00	0.00	94	0.00	0.00	94	0.00	0.01	95	0.00	0.00	94
-Nonaccrual		0.00	0.08	78	0.00	0.08	77	0.00	0.08	79	0.00	0.06	77	0.00	0.06	80
-Total		0.00	0.10	76	0.00	0.10	75	0.00	0.09	78	0.00	0.06	76	0.00	0.08	77
-30-89 DAYS P/D		0.00	0.08	73	0.00	0.06	77	0.00	0.07	73	0.00	0.06	75	0.00	0.05	74
Loans to Individuals-90+ Days P/D		0.04	0.03	78	0.58	0.03	95	0.47	0.04	93	0.16	0.03	87	0.28	0.03	91
-Nonaccrual		0.93	0.13	93	0.37	0.13	83	0.59	0.14	86	0.57	0.12	89	0.05	0.09	65
-Total		0.97	0.19	91	0.95	0.20	90	1.06	0.23	90	0.73	0.19	87	0.34	0.16	77
-30-89 DAYS P/D		4.58	0.53	98	2.80	0.51	95	4.66	0.62	97	3.78	0.57	97	2.29	0.22	92
Credit Card Plans-90+ Days P/D		N/A	0.28	N/A	N/A	0.25	N/A	N/A	0.34	N/A	N/A	0.23	N/A	N/A	0.22	N/A
-Nonaccrual		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.01	N/A
-Total		N/A	0.34	N/A	N/A	0.32	N/A	N/A	0.41	N/A	N/A	0.31	N/A	N/A	0.30	N/A
-30-89 DAYS P/D		N/A	1.25	N/A	N/A	1.37	N/A	N/A	1.51	N/A	N/A	1.49	N/A	N/A	1.12	N/A
Auto Loans		0.02	0.01	87	0.00	0.01	87	0.48	0.01	96	0.02	0.00	89	0.38	0.00	97
-Nonaccrual		0.41	0.11	84	0.13	0.11	76	0.80	0.13	90	0.26	0.09	82	0.00	0.07	67
-Total		0.43	0.14	82	0.13	0.13	71	1.28	0.17	92	0.28	0.12	80	0.38	0.09	87
-30-89 DAYS P/D		4.63	0.50	98	3.49	0.41	96	6.66	0.52	98	2.91	0.47	94	2.32	0.40	92
Non-depository, Other and Muni-90+ Days P/D		0.00	0.00	94	0.35	0.00	96	0.00	0.00	94	0.00	0.00	93	0.00	0.00	89
-Nonaccrual		3.86	0.05	95	5.65	0.05	96	3.93	0.05	95	0.38	0.04	92	0.00	0.02	92
-Total		3.86	0.18	93	6.00	0.08	96	3.93	0.08	95	0.38	0.06	91	0.00	0.05	82
-30-89 DAYS P/D		5.19	0.23	94	2.90	0.17	94	0.00	0.21	68	0.23	0.15	80	0.33	0.10	86
Lease Financing-90+ Days P/D		N/A	0.00	N/A	N/A	0.01	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.04	N/A
-Nonaccrual		N/A	0.11	N/A	N/A	0.09	N/A	N/A	0.16	N/A	N/A	0.09	N/A	N/A	0.06	N/A
-Total		N/A	0.20	N/A	N/A	0.14	N/A	N/A	0.21	N/A	N/A	0.15	N/A	N/A	0.18	N/A
-30-89 DAYS P/D		N/A	0.09	N/A	N/A	0.20	N/A	N/A	0.21	N/A	N/A	0.17	N/A	N/A	0.18	N/A
Leases to Individuals-90+ Days P/D		N/A	0.09	N/A	N/A	0.03	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Nonaccrual		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Total		N/A	0.09	N/A	N/A	0.03	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-30-89 DAYS P/D		N/A	0.04	N/A	N/A	0.05	N/A	N/A	0.01	N/A	N/A	0.02	N/A	N/A	0.00	N/A
All Other Leases-90+ Days P/D		N/A	0.00	N/A	N/A	0.01	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
-Nonaccrual		N/A	0.15	N/A	N/A	0.07	N/A	N/A	0.11	N/A	N/A	0.05	N/A	N/A	0.06	N/A
-Total		N/A	0.15	N/A	N/A	0.09	N/A	N/A	0.13	N/A	N/A	0.10	N/A	N/A	0.06	N/A
-30-89 DAYS P/D		N/A	0.07	N/A	N/A	0.32	N/A	N/A	0.38	N/A	N/A	0.14	N/A	N/A	0.72	N/A
Total LN&LS-90+ Days Past Due		0.01	0.03	61	0.04	0.03	77	0.05	0.03	77	0.08	0.02	84	0.06	0.02	83
-Nonaccrual		1.48	0.47	90	1.66	0.41	96	0.37	0.47	50	1.73	0.34	96	1.76	0.30	98
-Total		1.49	0.56	88	1.71	0.50	94	0.42	0.57	50	1.82	0.42	96	1.81	0.36	97
-30-89 DAYS P/D		1.80	0.34	96	0.63	0.34	77	2.00	0.39	96	1.25	0.35	92	0.70	0.26	86
Other Pertinent Ratios:																
Non-Cur LN&LS to-ACL on LN&LS HFI		97.46	47.13	82	123.89	40.63	92	31.02	46.74	44	132.19	33.58	95	130.69	30.62	96
-Equity Capital		5.75	3.98	70	8.01	3.58	84	1.91	4.17	37	8.64	3.01	88	10.06	2.68	93
% Total P/D LN&LS Incl Nonaccrual		3.30	0.98	97	2.33	0.90	91	2.41	1.00	89	3.07	0.80	96	2.51	0.67	96
Non Curr LNS+OREO to LNS+OREO		1.49	0.65	84	1.71	0.54	92	0.46	0.63	50	1.82	0.45	94	1.81	0.40	96
Non Curr LNS+OREO to T1 Cap + ACL on LN&LS HFI		3.74	3.98	56	4.42	3.42	68	1.24	3.96	28	4.84	2.84	77	4.71	2.48	79
Mod+Nonacc+RE Acq to Ecqcap+ACL on LN&LS HFI		5.40	5.20	60	7.33	4.26	79	1.80	4.83	30	7.74	3.40	85	N/A	0.00	80
Non-Curr Modified Debt/Gr LN&LS		0.16	0.04	86	0.00	0.02	58	0.13	0.02	89	0.00	0.02	54	N/A	0.00	N/A
Curr+Non-Curr Modified/GR LN&LS		0.17	0.21	63	0.00	0.12	31	0.13	0.15	65	0.00	0.11	32	N/A	0.00	N/A
Current Modified LN&LS/Total LN&LS		0.00	0.14	41	0.00	0.08	40	0.00	0.10	40	0.00	0.07	42	N/A	0.00	N/A
Rest+Nonacc+RE Acq to Ecqcap+ACL on LN&LS HFI		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	9.05	3.69	88
Non-Curr Restruct Debt/Gr LN&LS		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	0.05	0.40	80
Curr+Non-Curr Restruct/GR LN&LS		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	0.18	0.18	18
Current Restruct LN&LS/Total LN&LS		N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	0.00	0.11	28
Loans Sec 1-																
4 Fam RE in Foreclosure as % Total Loans Sec 1-		0.00	0.04	61	0.00	0.04	61	0.00	0.04	59	0.00	0.03	62	0.00	0.03	62
Gvd LN&LS 90+ P/D / LN&LS 90+ P/D		0.00	0.94	91	0.00	0.09	93	0.00	1.24	90	0.00	0.03	93	0.00	2.11	87
Gvd Nonaccrual LN&LS / Nonaccrual LN&LS		0.00	1.52	78	0.00	1.77	76	0.00	1.29	77	0.00	1.73	77	0.00	1.97	74
Gvd LN&LS 30-89 P/D / LN&LS 30-89 P/D		0.00	0.56	84	0.00	0.35	84	0.00	0.47	84	0.00	0.36	85	0.00	0.56	81

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Interest Rate Risk
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Net Interest Margin Performance															
Int Inc/AEA (1-Qtr-Ann)	4.03	5.65	2	4.14	5.54	5	4.30	5.61	4	4.03	5.34	5	3.19	4.46	2
YoY Change	-0.11	0.13	14	0.41	0.57	23	0.26	0.27	45	0.85	0.84	52	1.17	0.94	68
QoQ Change	-0.03	0.15	4	0.04	0.14	15	0.07	-0.04	83	0.15	0.17	44	0.43	0.41	57
Int Exp/AEA (1-Qtr-Ann)	1.98	2.06	44	2.06	2.26	40	2.17	2.20	49	1.93	2.04	45	0.78	0.77	54
YoY Change	-0.08	-0.19	71	0.70	0.68	51	0.24	0.16	66	1.15	1.26	39	0.64	0.51	65
QoQ Change	-0.01	-0.01	51	0.08	0.08	50	0.04	-0.12	94	0.34	0.20	90	0.37	0.35	55
Net Interest Margin (1-Qtr-Ann)	2.05	3.60	2	2.08	3.29	5	2.13	3.43	3	2.10	3.33	5	2.41	3.70	2
YoY Change	-0.03	0.32	10	-0.29	-0.11	24	0.02	0.11	35	-0.30	-0.40	59	0.54	0.42	59
QoQ Change	-0.02	0.17	8	-0.04	0.06	22	0.02	0.08	32	-0.20	-0.03	12	0.06	0.06	51
ASSETS: Rem Mat/Reprice Date															
% of Assets: Short-Term Assets															
Securities (Up to 1 Year)	0.66	1.93	30	0.61	2.11	31	0.64	2.00	31	0.56	2.12	31	0.14	1.67	16
Loans (Up to 1 Year)	14.08	24.34	14	10.04	21.73	10	14.09	23.11	18	9.33	20.13	9	8.90	19.05	9
IBB, FFS, and Reverse Repo	21.63	5.37	97	21.70	4.85	97	19.33	5.27	95	20.75	4.62	97	20.81	4.05	96
Short-Term Assets to Total Assets	36.36	32.67	65	32.35	29.94	64	34.05	31.69	63	30.63	28.18	64	29.86	26.11	67
% of Assets: Medium-Term Assets															
Securities (>1-5 Yrs)	0.53	2.99	15	0.68	3.14	20	0.61	2.87	19	0.74	3.65	18	0.67	4.20	14
Loans (>1-5 Yrs)	11.62	29.97	4	11.60	29.01	6	11.48	29.31	5	11.13	28.17	7	8.38	25.54	6
CMO, REMIC, Strip MBS < 3 Yrs	1.58	0.40	91	1.12	0.34	86	1.87	0.35	93	0.76	0.31	80	1.07	0.33	86
Med-Term Assets to Total Assets	13.72	34.23	2	13.40	33.39	4	13.96	33.46	4	12.62	33.10	4	10.12	31.28	3
% of Assets: Long-Term Assets															
Securities (> 5 Yrs)	24.48	8.16	94	26.10	8.06	96	25.24	7.97	96	27.57	8.74	95	30.92	10.34	96
Loans (> 5 Yrs)	11.90	14.58	47	13.72	17.69	43	13.36	16.08	46	13.71	19.08	39	13.13	20.60	31
CMO, REMIC, Strip MBS > 3 Yrs	9.25	1.66	95	10.36	1.55	98	9.48	1.59	96	11.11	1.57	98	12.15	1.83	97
Long-Term Assets to Total Assets	45.63	26.01	88	50.18	28.95	88	48.08	27.23	88	52.39	31.04	88	56.20	34.65	88
LIABILITIES: Rem Mat/Reprice Date															
% of Assets: Short-Term Liabilities															
Non-maturity Deposits	55.20	61.10	31	48.68	61.09	16	43.95	61.63	11	52.67	62.60	21	46.41	71.01	6
Time Deposits (Up to 1 Year)	33.88	20.34	91	42.28	19.04	95	46.19	20.11	96	36.73	17.02	94	45.14	9.92	99
Borrowings (Up to 1 Year)	0.00	1.46	41	0.00	2.40	29	0.00	1.32	42	0.00	2.44	27	0.00	2.10	33
FFP/Repos	0.00	0.32	66	0.00	0.37	64	0.00	0.31	67	0.00	0.43	61	0.00	0.53	59
Sub Notes&Debentures (Up to 1 Yr)	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99
Short-Term Liabilities to Total Assets	89.08	84.57	82	90.97	84.68	93	90.14	84.92	91	89.40	84.37	85	91.55	85.23	92
% of Assets: Medium-Term Liabilities															
Time Deposits (> 1 Yr)	0.48	2.85	11	0.67	2.89	17	0.55	2.66	14	2.64	3.11	56	2.53	3.88	38
Borrowings (>1-5 Yrs)	0.00	0.82	45	0.00	0.97	47	0.00	0.88	47	0.00	1.02	46	0.00	0.34	58
Sub Notes & Debentures (>1-5 Yrs)	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99
Med-Term Liabilities to Total Assets	0.48	4.02	9	0.67	4.21	14	0.55	3.92	11	2.64	4.56	43	2.53	4.43	35
% of Assets: Long-Term Liabilities															
Borrowings (> 5 Yrs)	0.00	0.04	76	0.00	0.08	74	0.00	0.06	75	0.00	0.10	73	0.00	0.08	72
Sub Notes & Debentures (> 5 Yrs)	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99	0.00	0.00	99	0.00	0.00	98
Long-Term Liabilities to Total Assets	0.00	0.04	76	0.00	0.08	73	0.00	0.06	75	0.00	0.10	73	0.00	0.08	71
Net BS Position to Total Assets															
Net Short-Term Position (Up to 1 Yr)	-52.72	-51.09	49	-58.61	-54.07	42	-56.09	-52.58	43	-58.77	-55.49	48	-61.70	-58.31	48
Net Med-Term Position (>1-5 Yrs)	13.24	29.66	5	12.73	28.79	10	13.40	29.07	10	9.99	28.06	9	7.59	26.35	6
Net Long-Term Position (> 5 Yrs)	45.63	25.81	89	50.18	28.65	89	48.08	26.98	89	52.39	30.69	89	56.20	34.33	88
Unrealized Appreciation/Depreciation															
AFS Sec Unrl App (Dep) to T1 Cap	-42.14	-11.88	2	-53.89	-15.20	2	-51.39	-13.99	1	-52.53	-15.22	2	-65.94	-20.69	2
HTM Sec Unrl App (Dep) to T1 Cap	0.00	-2.03	95	0.00	-1.11	97	0.00	-2.90	98	0.00	-3.20	97	0.00	-4.06	98
AFS/HTM Unrl App (Dep) to T1 Cap	-42.14	-13.52	3	-53.89	-17.75	3	-51.39	-16.38	2	-52.53	-17.85	3	-65.94	-24.09	2
Unrl G/L on HTM in AOCI to T1 Cap	0.00	-0.06	98	0.00	-0.19	97	0.00	-0.19	98	0.00	-0.34	97	0.00	-0.39	97
AFS Unrl App (Dep) to AFS Amt Cost	-14.44	-7.46	8	-15.70	-9.41	9	-16.09	-8.93	8	-14.01	-8.86	12	-14.42	-10.44	17
HTM Unrl App (Dep) to HTM Amt Cost	N/A	-5.61	N/A	N/A	-7.88	N/A	N/A	-7.57	N/A	N/A	-7.31	N/A	N/A	-7.88	N/A
AFS/HTM Unrl App (Dep) to Amt Cost	-14.44	-7.55	7	-15.70	-9.48	9	-16.09	-9.08	8	-14.01	-8.92	11	-14.42	-10.29	15
Investment Portfolio to Total Assets															
AFS FV to Total Assets	36.49	14.69	96	38.88	14.41	97	37.83	14.17	97	40.74	15.32	97	44.95	17.27	97
HTM Amt Cost to Total Assets	0.00	1.30	55	0.00	1.62	50	0.00	1.46	52	0.00	1.89	49	0.00	2.03	47
AFS/HTM to Total Assets	36.49	16.94	94	38.88	17.16	95	37.83	16.66	95	40.74	18.42	95	44.95	20.65	95
Subportfolio Unrl App (Dep) to T1 Cap															
US Treas & Govt Agencies	0.00	-1.21	89	0.00	-2.48	97	0.00	-1.96	95	0.00	-2.79	98	-0.03	-4.23	87
Municipal Securities	-0.13	-4.75	79	-0.13	-4.70	79	-0.10	-4.54	78	-0.10	-4.39	77	-0.15	-6.58	79
Pass-Through MBS	-26.04	-3.69	1	-34.10	-5.22	0	-32.86	-5.01	1	-32.76	-5.21	1	-43.66	-6.27	0
CMO & REMIC MBS	-6.53	-1.14	4	-8.59	-2.25	5	-7.81	-2.08	6	-8.67	-2.33	6	-10.79	-2.89	6
Commercial MBS	-9.53	-0.84	2	-11.07	-1.25	1	-10.59	-1.10	1	-10.98	-1.33	2	-11.18	-1.50	1
Asset Backed Securities	0.00	-0.06	95	0.00	0.00	92	0.00	0.00	92	0.00	-0.09	96	0.00	-0.25	98
Structured Financial Products	0.00	-0.03	94	0.00	-0.16	96	0.00	-0.15	95	0.00	-0.17	98	0.00	-0.30	28
Other Domestic Debt Sec	0.09	-0.24	97	0.00	-0.84	98	-0.03	-0.58	50	-0.02	-0.94	55	-0.13	-0.86	51
Foreign Debt Securities	0.00	-0.01	98	0.00	0.00	99	0.00	0.00	99	0.00	-0.01	99	0.00	-0.02	99
Unallocated Port Layer FV Hedge	N/A	0.29	N/A	N/A	-0.66	N/A	N/A	-0.64	N/A	N/A	0.21	N/A	N/A	-0.19	N/A
Tot AFS/HTM Unrl App (Dep) to T1 Cap	-42.14	-13.52	3	-53.89	-17.75	3	-51.39	-16.38	2	-52.53	-17.85	3	-65.94	-24.09	2
Subportfolio Unrl App (Dep) to Amt Cost															
US Treasury & Agencies	N/A	-4.26	N/A	N/A	-6.19	N/A	N/A	-5.53	N/A	N/A	-6.06	N/A	-6.09	-7.70	60
Municipal Securities	-3.16	-9.43	86	-2.54	-9.23	87	-2.07	-9.21	88	-1.73	-7.78	85	-1.94	-10.04	89
Pass-Through MBS	-13.67	-8.74	16	-15.10	-11.35	22	-15.74	-11.05	17	-13.21	-10.54	28	-14.19	-11.54	27
CMO & REMIC MBS	-15.22	-6.82	11	-16.16	-9.68	15	-15.96	-8.89	16	-14.87	-9.87	20	-14.91	-10.53	20
Commercial MBS	-19.04	-6.29	4	-20.18	-9.06	5	-20.08	-8.12	5	-18.84	-9.24	6	-16.44	-9.66	10
Asset Backed Securities	N/A	-0.87	N/A	N/A	-0.67	N/A	N/A	-0.66	N/A	N/A	-1.60	N/A	N/A	-3.16	N/A
Structured Financial Products	N/A	-3.12	N/A	N/A	-4.64	N/A	N/A	-4.10	N/A	0.00	-4.98	94	-0.42	-6.61	92
Other Domestic Debt Sec	2.21	-4.85	98	0.00	-8.75	98	-0.81	-6.58	87	-0.48	-9.50	91	-14.15	-7.79	6

Foreign Debt Securities	N/A	-2.24	N/A	N/A	-4.99	N/A	N/A	-3.73	N/A	N/A	-5.84	N/A	N/A	-7.10	N/A
Tot AFS/HTM Unrl App (Dep) to AC	-14.44	-7.55	7	-15.70	-9.48	9	-16.09	-9.08	8	-14.01	-8.92	11	-14.42	-10.29	15
Memorandum															
Int Rate Cont Not Amt % of Assets	0.00	1.93	43	0.00	2.13	43	0.00	2.17	42	0.00	1.83	45	0.84	1.14	72
Mortgage Servicing (FV) % of Assets	0.00	0.04	65	0.00	0.04	62	0.00	0.04	63	0.00	0.04	61	0.00	0.05	60
Structured Notes % of Assets	0.00	0.04	77	0.00	0.06	76	0.00	0.04	77	0.00	0.06	76	0.00	0.09	74
Long Assets Insts w/Options															
Mortgage Loans & Pass Thrus	31.13	17.17	90	32.21	17.08	92	31.81	17.30	90	32.74	16.87	92	35.76	16.24	95
Loans & Securities Over 15 Years	21.50	5.25	97	23.14	5.72	96	22.70	5.69	96	23.60	5.81	95	25.72	5.69	97
Loans & Securities 5-15 Years	7.75	3.44	87	7.54	3.81	83	7.37	3.55	84	7.85	3.98	82	8.97	4.48	83
Other Loans and Securities															
Loans & Securities Over 15 Years	32.13	67.94	0	30.55	68.65	1	33.61	67.93	1	30.30	69.17	1	26.38	69.57	1
Loans & Securities 5-15 Years	4.42	2.94	72	5.86	3.38	74	5.51	3.11	74	6.23	3.74	72	5.64	4.16	69
Total Loans & Securities Over 15 Years	2.71	10.13	12	3.28	11.48	13	3.02	10.42	13	3.60	12.81	12	3.71	15.18	8
	25.92	8.89	93	29.01	9.98	93	28.22	9.60	94	29.83	10.48	92	31.36	10.90	94
CMO'S Total															
Avg Life Over 3 Years	10.83	2.17	94	11.47	1.98	96	11.34	2.05	96	11.87	1.97	97	13.22	2.29	96
	9.25	1.66	95	10.36	1.55	98	9.48	1.59	96	11.11	1.57	98	12.15	1.83	97
Contractual Mat/Reprice Data															
Loans/Securities Over 3 Year	49.47	41.53	70	55.71	45.46	73	52.78	42.38	75	58.12	49.07	69	59.93	53.57	64
Liabilities Over 3 Year	0.08	0.86	24	0.04	1.08	13	0.04	0.92	13	0.05	1.24	14	0.15	0.87	24
Net Over 3 Year Position	49.39	40.24	73	55.67	43.91	75	52.73	41.02	77	58.08	47.42	74	59.78	52.40	67
Loans/Securities Over 1 Year															
Liabilities Over 1 Year	59.35	61.36	38	63.58	63.95	42	62.04	62.23	43	65.02	65.75	38	66.32	67.63	37
Net Over 1 Year Position	0.48	4.23	9	0.67	4.49	13	0.55	4.15	11	2.64	4.88	41	2.53	4.70	34
	58.87	56.36	53	62.91	58.76	59	61.49	57.43	57	62.38	60.16	51	63.79	62.17	48
Non-Maturity Deposits															
Non-Maturity Deps % Long Assets	55.20	61.10	31	48.68	61.09	16	43.95	61.63	11	52.67	62.60	21	46.41	71.01	6
Net Over 3 Year Position	111.57	160.01	19	87.38	145.29	10	83.28	159.59	6	90.62	134.79	13	77.44	138.14	6
	-5.72	-19.16	79	7.03	-15.46	89	8.82	-18.95	93	5.45	-13.13	86	13.52	-16.94	94
As % Tier 1 Capital															
Structured Notes	0.00	0.42	77	0.00	0.56	76	0.00	0.44	77	0.00	0.61	76	0.00	0.96	74
Mortgage Servicing (FV)	0.00	0.37	65	0.00	0.42	62	0.00	0.40	63	0.00	0.45	61	0.00	0.48	60
Total	0.00	1.10	48	0.00	1.36	46	0.00	1.22	47	0.00	1.44	46	0.00	1.85	44

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	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Percent of Total Deposits															
Individ, Partnerships, and Corp.	82.18	88.78	19	87.59	89.04	39	87.69	88.87	41	87.49	89.56	36	86.06	89.89	31
U.S. Govt, States & Political Sub in U.S.	17.58	9.69	86	12.41	9.51	67	12.31	9.73	65	12.51	9.17	70	13.94	8.90	74
Comm Bank & Other Dep Inst. in U.S.	0.24	0.60	55	0.00	0.59	20	0.00	0.51	22	0.00	0.49	22	0.00	0.45	29
Banks in Foreign Countries	0.00	0.05	98	0.00	0.07	98	0.00	0.08	98	0.00	0.10	98	0.00	0.04	98
Foreign Govts and Official Inst.	0.00	0.08	97	0.00	0.07	97	0.00	0.07	97	0.00	0.00	97	0.00	0.00	98
Total deposits	100.00	100.00	89	100.00	100.00	88	100.00	100.00	88	100.00	100.00	90	100.00	100.00	92
Domestic Demand Deposits	27.00	25.51	58	5.13	24.39	9	3.50	24.57	4	11.17	24.61	20	3.82	25.73	6
Domestic Other Transaction Accts	12.63	9.52	60	5.39	8.59	45	1.75	9.18	29	2.11	8.85	29	2.00	9.08	28
Domestic Nontransaction Accts	60.37	62.80	46	89.49	64.92	88	94.75	64.11	96	86.72	64.39	85	94.17	63.03	95
Total Domestic Deposits	100.00	99.87	99	100.00	99.89	99	100.00	99.92	99	100.00	99.91	99	100.00	99.89	99
Deposits in Foreign Offices	0.00	0.13	99	0.00	0.11	99	0.00	0.08	99	0.00	0.10	99	0.00	0.11	99
Total Deposits	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99
Liquidity/Funding Ratios															
Net Non Core Fund Dep \$250M	12.44	9.79	60	23.92	11.65	82	31.32	10.02	93	20.22	11.39	75	30.99	6.71	95
Core Deposits	58.61	73.58	10	52.06	72.59	5	47.35	73.60	3	56.06	73.13	9	49.78	78.84	3
Short Term Non Core Funding	30.84	11.83	96	34.69	12.67	97	43.17	11.91	99	29.48	12.14	95	40.65	8.39	99
S.T Inv to S.T. Ncore Fund	70.54	76.27	59	62.88	68.86	64	45.06	79.10	47	70.65	70.87	65	51.55	131.47	52
S.T. Asset to S.T. Liabilities	79.77	104.12	45	73.33	97.38	42	54.37	104.38	25	80.93	104.54	48	60.96	166.27	24
Net S.T. Liabilities to Assets	6.86	2.27	63	9.93	3.46	68	21.08	2.46	89	6.17	2.36	58	16.78	-2.78	93
Net Loans & Leases to Deposits	41.96	83.35	2	38.70	84.50	1	42.51	83.32	1	37.25	83.44	1	32.45	79.31	1
Net LN&LS to Core Deposits	64.12	97.90	6	68.12	99.45	9	81.42	97.86	25	61.16	97.28	6	61.33	87.69	13
Brkr Dep Mat < 1 Yr to Brkr Deps	N/A	47.54	N/A	N/A	48.08	N/A	N/A	49.96	N/A	N/A	49.42	N/A	N/A	53.45	N/A
Brokered Deposits to Deposits	0.00	3.94	36	0.00	4.74	31	0.00	4.44	31	0.00	4.56	34	0.00	2.73	41
Listing Service Dep to Deposits	0.00	0.20	75	0.00	0.17	74	0.00	0.16	76	0.00	0.14	73	0.00	0.17	71
List Service and Brkrd Dep to Deps	0.00	4.44	33	0.00	5.12	29	0.00	4.83	29	0.00	4.90	32	0.00	3.11	38
Sec Bor + sec FFP to Tot Bor + FFP	N/A	1.15	N/A	N/A	13.75	N/A	N/A	3.07	N/A	N/A	13.81	N/A	N/A	3.25	N/A
Recip Brkrd Dep to Tot Brkrd Dep	N/A	7.09	N/A	N/A	6.32	N/A	N/A	7.16	N/A	N/A	7.29	N/A	N/A	3.57	N/A
Total Deposits															
Individ, Partnerships, and Corp.		1,342,149			1,511,628			1,452,790			1,547,966			1,541,213	
U.S. Govt, States & Political Sub in U.S.		287,158			214,121			203,952			221,300			249,585	
Comm Bank & Other Dep Inst. in U.S.		3,963			0			0			0			0	
Banks in Foreign Countries		0			0			0			0			0	
Foreign Govts and Official Inst.		0			0			0			0			0	
Total Deposits		1,633,270			1,725,749			1,656,742			1,769,266			1,790,798	
Domestic Demand Deposits		440,917			88,447			58,060			197,579			68,483	
Domestic Other Transaction Accts		206,336			92,978			28,939			37,301			35,866	
Domestic Nontransaction Accts		986,017			1,544,324			1,569,743			1,534,386			1,686,449	
Total Domestic Deposits		1,633,270			1,725,749			1,656,742			1,769,266			1,790,798	
Deposits in Foreign Offices		N/A			N/A			N/A			N/A			N/A	
Total Deposits		1,633,270			1,725,749			1,656,742			1,769,266			1,790,798	
Other Liquidity/Funding Data															
Non Core Liabilities \$250M		564,465			745,242			791,792			691,597			843,246	
Short Term Non Core Funding		562,452			653,340			788,563			566,615			773,751	
Core Deposits		1,068,805			980,507			864,950			1,077,669			947,552	
Time Deps \$250M & Under Mat < 1 Yr		55,457			47,958			55,217			55,817			44,393	
Time Deps \$250M & Under Mat > 1 Yr		6,762			15,666			6,856			9,393			19,766	
Time Deps over \$250M Mat < 1 Yr		562,452			653,340			788,563			566,615			773,751	
Time Deps over \$250M Mat > 1 Yr		2,013			91,902			3,229			124,982			69,495	
Fed Home Loan Bor Mat < 1 Yr		0			0			0			0			0	
Fed Home Loan Bor Mat > 1 Yr		0			0			0			0			0	
Other Borrowing Mat < 1 Year		0			0			0			0			0	
Other Borrowing Mat > 1 Year		0			0			0			0			0	
Secured Other Borrowings		0			0			0			0			0	
Federal Funds Purchased		0			0			0			0			0	
Secured Fed Funds Purchased		0			0			0			0			0	
Listing Service Deposits		0			0			0			0			0	
Brokered Deposits		0			0			0			0			0	
Reciprocal Brokered Deposits		0			0			0			0			0	

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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Percent of Total Assets															
Short Term Investments	21.76	6.65	96	21.81	6.37	95	19.45	6.69	94	20.82	6.19	95	20.96	5.24	95
Marketable Equity Sec (MES)	0.01	0.01	78	0.01	0.01	75	0.01	0.01	76	0.01	0.01	74	0.01	0.02	71
Net LN&LS & SBLC to Assets	37.61	71.24	2	35.52	71.31	2	38.62	71.33	1	34.36	70.21	1	30.59	68.15	1
Pledged Assets	43.17	40.22	60	38.69	41.46	48	21.98	40.68	15	53.12	41.90	69	54.28	35.19	81
Securities Mix															
% Total Securities															
US Treas & Govt Agencies	0.00	17.70	11	0.00	20.25	9	0.00	18.57	11	0.00	21.65	9	0.13	22.24	8
Municipal Securities	1.59	21.80	15	1.75	21.02	16	1.71	20.92	16	1.72	21.08	17	1.89	21.47	16
Pass-Through Mtg Backed Secs	65.86	23.89	93	66.21	22.12	92	65.61	24.24	92	66.77	23.13	92	67.47	22.25	94
CMO & REMIC Mtg Backed Secs	14.58	10.48	66	15.39	8.97	72	15.34	9.73	68	15.39	8.05	73	15.75	8.27	73
Commercial Mtg Back Secs	16.23	4.61	88	15.12	4.27	86	15.72	4.38	87	14.67	4.18	86	14.52	4.21	87
Asset Backed Securities	0.00	0.62	76	0.00	0.62	77	0.00	0.55	77	0.00	0.62	77	0.00	0.62	76
Structured Financial Products	0.00	0.73	65	0.00	0.73	67	0.00	0.76	66	0.03	0.64	70	0.03	0.59	70
Other Domestic Debt Secs	1.71	3.66	53	1.50	3.84	50	1.59	3.78	51	1.39	3.58	50	0.20	3.65	37
Foreign Debt Securities	0.00	0.00	94	0.00	0.00	92	0.00	0.00	93	0.00	0.00	93	0.00	0.00	92
Inv Mut Fnd & Oth Mktbl	0.03	0.08	75	0.02	0.09	72	0.03	0.11	73	0.02	0.10	72	0.01	0.13	68
Total	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99	100.00	100.00	99
Liquidity/Securities Ratios:															
App (Dep) Hi Risk & Struc/T1 Cap	0.00	-0.14	98	0.00	-0.26	98	0.00	-0.18	99	0.00	-0.26	99	0.00	-0.43	98
App (Dep) in AFS sec to AFS Sec	-14.44	-7.46	8	-15.70	-9.41	9	-16.09	-8.93	8	-14.01	-8.86	12	-14.42	-10.44	17
App (Dep) in HTM Sec to HTM Sec	N/A	-5.61	N/A	N/A	-7.88	N/A	N/A	-7.57	N/A	N/A	-7.31	N/A	N/A	-7.88	N/A
App (Dep) in HTM Sec to Eqy Cap	0.00	-2.13	95	0.00	-3.34	97	0.00	-3.07	98	0.00	-3.39	97	0.00	-4.49	98
Pledged Securities to Tot Sec	60.84	40.33	71	46.61	44.50	45	0.06	42.17	7	54.27	45.92	52	58.03	33.11	77
Pledged Loans to Total Loans	54.94	44.58	70	57.20	45.48	72	56.20	45.16	69	89.18	45.78	90	91.07	37.78	92
Loans HFS to Total Loans	0.00	0.14	42	0.00	0.16	43	0.00	0.11	44	0.00	0.09	46	0.00	0.09	48
Short Term Investments		396,753			410,821			355,325			400,286			398,879	
Short Term Assets		492,881			514,293			458,797			503,758			498,726	
Debt Securities 90+ Days P/D		0			0			0			0			0	
Total Non-Current Debt Sec		0			0			0			0			0	
Fair Value Structured Notes		0			0			0			0			0	
Pledged Securities		404,988			341,312			401			425,167			496,495	
Pledged Loans & Leases		382,347			387,387			401,159			595,904			536,628	
Loans HFS		0			0			0			0			0	

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	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Capital Ratios															
Percent of Bank Equity:															
Net Loans & Leases (x)	3.80	7.28	4	4.63	7.69	6	4.52	7.55	5	4.69	7.64	7	5.47	7.87	11
Subord Notes & Debentures	0.00	0.02	98	0.00	0.01	99	0.00	0.02	99	0.00	0.01	99	0.00	0.07	98
Com RE & Related Ventures	223.66	327.59	18	270.00	341.52	30	270.71	335.06	30	291.36	342.51	35	316.63	358.22	38
Percent of Average Bank Equity:															
Net Income	10.27	12.19	37	14.01	10.75	75	13.37	10.87	71	20.49	12.08	88	16.60	14.08	72
Dividends	0.00	4.31	22	0.00	3.51	27	1.76	4.14	27	1.53	3.98	29	1.32	4.06	27
Retained Earnings	10.27	7.29	74	14.01	6.52	93	11.61	6.15	88	18.95	7.56	95	15.28	9.70	88
Other Capital Ratios:															
Dividends to Net Operating Income	0.00	34.10	22	0.00	32.06	26	13.14	37.02	20	7.49	33.40	23	7.96	27.21	23
Bank Eq Cap + Min Int to Assets	9.89	9.93	53	7.66	9.48	17	8.53	9.62	29	7.31	9.40	15	5.58	8.85	7
Growth Rates:															
Total Equity Capital	25.05	11.44	92	21.99	11.28	88	10.90	8.47	69	32.22	13.61	92	-46.79	-6.00	3
Equity Growth Less Asst Growth	28.22	6.03	96	19.85	5.48	93	15.87	3.09	93	31.23	6.99	95	-40.32	-12.65	6
Intang Assets % Bank Equity															
Mortgage Servicing Rights	0.00	0.29	65	0.00	0.35	62	0.00	0.33	63	0.00	0.38	61	0.00	0.44	60
Goodwill	0.83	3.30	47	1.04	3.85	45	0.96	3.70	45	1.07	3.84	46	1.41	4.64	45
All Other Intangibles	0.00	0.36	49	0.00	0.40	43	0.00	0.43	46	0.00	0.40	44	0.00	0.44	40
Total Intangibles	0.83	4.51	35	1.04	5.23	34	0.96	5.11	33	1.07	5.24	34	1.41	6.21	35
Leverage Ratio	13.7625	10.54	92	12.5675	10.28	88	13.9047	10.31	93	12.0517	10.23	85	10.7934	9.99	75
Standardized Capital Ratios															
Com Equity Tier 1 Cap Ratio	N/A	13.63	N/A	28.4500	13.21	98	N/A	13.35	N/A	26.7777	13.18	98	25.5416	13.18	97
Tier 1 Capital Ratio	N/A	13.65	N/A	28.4500	13.26	98	N/A	13.38	N/A	26.7777	13.24	98	25.5416	13.23	97
Total Capital Ratio	N/A	14.74	N/A	29.6158	14.35	98	N/A	14.46	N/A	28.0177	14.33	98	26.4974	14.26	97
Adv App Cap Ratios															
Com Equity Tier 1 Cap Ratio	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Tier 1 Capital Ratio	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Total Capital Ratio	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A	N/A	0.00	N/A
End of Period Capital (\$000)															
Perpetual Preferred		0			0			0			0			0	
+ Common Stock		1,800			1,800			1,800			1,800			1,800	
+ Surplus		27,200			27,200			27,200			27,200			27,200	
+ Retained Earnings		239,051			224,623			230,350			213,953			191,152	
+ Accum Other Comp Income		-87,610			-109,329			-103,563			-102,480			-113,907	
+ Other Equity Capital Comp		0			0			0			0			0	
Total Bank Equity Capital		180,441			144,294			155,787			140,473			106,245	
Minority Interest Cons Subs		0			0			0			0			0	
Total Bank Capital & Min Int		180,441			144,294			155,787			140,473			106,245	
Subordinated Notes & Debentures		0			0			0			0			0	
Changes in Bank Equity (\$000)															
Balance at Beginning of Period		155,787			140,473			140,473			106,245			199,669	
+ Net Income		8,701			9,882			19,860			24,033			22,612	
+ Sales or Purchase of Capital		0			0			0			0			0	
+ Merger & Absorptions		0			0			0			0			0	
+ Restate due to Acctg Error&Chg		0			788			789			-1,071			0	
+ Trans with Parent		0			0			0			0			0	
- Dividends		0			0			2,610			1,800			1,800	
+ Other Comprehensive Income		15,953			-6,849			-2,725			13,066			-114,236	
Balance at End of Period		180,441			144,294			155,787			140,473			106,245	
Intangible Assets															
Mortgage Servicing Rights		0			0			0			0			0	
+ All Other Intangibles		0			0			0			0			0	
+ Goodwill		1,498			1,498			1,498			1,498			1,498	
Total Intangibles		1,498			1,498			1,498			1,498			1,498	
Total Assets for Leverage Ratio:															
Average Total Consolidated Assets		1,938,301			2,014,187			1,855,918			2,017,895			2,027,316	
Less: Ded from CET1 Cap & add T1C		1,498			1,498			1,498			1,498			1,498	
Less: Other Deductions		0			0			0			0			0	
Total Assets for Leverage Ratio		1,936,803			2,012,689			1,854,420			2,016,397			2,025,818	

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Capital Analysis (\$000)					
Common Equity Tier 1 Capital: (\$000)					
Common Stock Plus Related Surplus	29,000	29,000	29,000	29,000	29,000
Retained Earnings	239,051	225,443	230,350	215,509	191,152
Accum Other Comprehensive Inc (AOCI)	-87,610	-109,329	-103,563	-102,480	-113,906
Common Equity T1 Minority Interest	0	0	0	0	0
Common Equity T1 Cap Before Adj/Ded	180,441	145,114	155,787	142,029	106,246
Common Equity Tier 1 Capital: Adj/Ded					
Less: Goodwill	1,498	1,498	1,498	1,498	1,498
Less: Intangible Assets	0	0	0	0	0
Less: DTA (NOL & Tax Credit Only)	0	0	0	0	0
AOCI-Related Adjustments-Opt Out	-87,610	-109,329	-103,563	-102,480	-113,906
AOCI-Related Adjustments-No Opt Out	N/A	N/A	N/A	N/A	N/A
Oth Ded (add) CET1 bef threshold ded	0	0	0	0	0
Less: Non-significant Investments	N/A	N/A	N/A	N/A	N/A
Subtotal before Threshold Limits	266,553	252,945	257,852	243,011	218,654
Less: Sig Inv, MSAs, DTA > 10% Limit	N/A	N/A	N/A	N/A	N/A
Less: Sig Inv, MSAs, DTA > 15% Limit	N/A	N/A	N/A	N/A	N/A
Less: Tot Sig Inv, MSAs, DTA > Limit	0	0	0	0	0
Less: Ded due to insuff T1 and T2 Cap	0	0	0	0	0
Total Adj and Ded for CET1 Capital	0	0	0	0	0
Common Equity Tier 1 Capital	266,553	252,945	257,852	243,011	218,654
Additional Tier 1 Capital:					
Additional T1C Inst & Related Surplus	0	0	0	0	0
Non-qualifying Cap Inst sub to phaseout	0	0	0	0	0
Tier 1 Minority Int Not Incl in CET1 Cap	0	0	0	0	0
Additional T1 Cap Before Deductions	0	0	0	0	0
Less: Additional T1 Cap Deductions	0	0	0	0	0
Additional Tier 1 Capital	0	0	0	0	0
Tier 1 Capital	266,553	252,945	257,852	243,011	218,654
Tier 2 Capital:					
T2 Cap Instruments & Related Surplus	N/A	0	N/A	0	0
Non-qualifying Capital Instruments	N/A	0	N/A	0	0
Tot Cap Min Int Not Incl in T1 Cap	N/A	0	N/A	0	0
Adjusted ACL in Tier 2 Capital	N/A	10,365	N/A	11,253	8,182
Exited Adv App Eligible Cr Reserves	N/A	N/A	N/A	N/A	N/A
Unrealized Gains on AFS Pref Stock	N/A	N/A	N/A	N/A	N/A
Tier 2 Capital Before Deductions	N/A	10,365	N/A	11,253	8,182
Exited Adv App T2C Before Deductions	N/A	N/A	N/A	N/A	N/A
Less: Tier 2 Capital Deductions	N/A	0	N/A	0	0
Tier 2 Capital - Standardized Approaches	N/A	10,365	N/A	11,253	8,182
Tier 2 Capital - Advanced Approaches	N/A	N/A	N/A	N/A	N/A
Total Capital - Standardized Approaches	N/A	263,310	N/A	254,264	226,836
Total Capital - Advanced Approaches	N/A	N/A	N/A	N/A	N/A

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Risk Weighted Assets					
On BS Assets and Securitization Exp					
2% Category	N/A	0	N/A	0	0
4% Category	N/A	0	N/A	0	0
20% Category	N/A	136,794	N/A	146,239	161,515
50% Category	N/A	89,433	N/A	86,031	78,836
100% Category	N/A	458,928	N/A	447,545	413,534
150% Category	N/A	145,440	N/A	153,812	101,006
250% Category	N/A	0	N/A	0	0
300% Category	N/A	0	N/A	0	0
400% Category	N/A	0	N/A	0	0
600% Category	N/A	0	N/A	0	0
1250% Category	N/A	0	N/A	0	0
Other Risk-Weighting App Categories	N/A	0	N/A	0	0
Tot RWA Securitization Exp SSFA Mthd	N/A	0	N/A	0	0
Total RWA Securitization Exp Gross-Up	N/A	0	N/A	0	0
On-Balance Sheet Risk Weighted Assets	N/A	830,595	N/A	833,626	754,891
Memo - 0% Category - \$	N/A	608,764	N/A	604,226	608,163
Off BS/Oth Items Subj to Risk Weighting					
2% Category	N/A	0	N/A	0	0
4% Category	N/A	0	N/A	0	0
10% Category	N/A	0	N/A	0	0
20% Category	N/A	0	N/A	0	0
50% Category	N/A	0	N/A	0	0
100% Category	N/A	58,490	N/A	73,884	101,178
150% Category	N/A	0	N/A	0	0
625% Category	N/A	0	N/A	0	0
937.5% Category	N/A	0	N/A	0	0
1250% Category	N/A	0	N/A	0	0
1250% Category Securitization Exp	N/A	0	N/A	0	0
Oth Risk-Weighting App Categories	N/A	0	N/A	0	0
Tot RWA Securitization Exp SSFA Mthd	N/A	0	N/A	0	0
Total RWA Securitization Exp Gross-Up	N/A	0	N/A	0	0
Tot Deriv, Off-BS and Oth - Risk Wght	N/A	58,490	N/A	73,884	101,178
Memo - 0% Category - \$	N/A	0	N/A	0	0
Standardized Market Risk Weighted Assets	N/A	0	N/A	0	0
Risk-Weighted Asset Before Ded	N/A	889,085	N/A	907,511	856,069
- Excess Adjusted ACL on LN&LS Loss	N/A	0	N/A	0	0
- Allocated Transfer Risk Reserve	N/A	0	N/A	0	0
Total Risk Weighted Assets	N/A	889,085	N/A	907,511	856,069
Current Credit Exposure All Derivatives	N/A	0	N/A	0	15,953
Derivatives Notional Prin Amounts					
OTC Contracts Total	N/A	0	N/A	0	15,953
Interest Rate	N/A	0	N/A	0	15,953
All Other	N/A	0	N/A	0	0
Centrally Cleared Contracts Total	N/A	0	N/A	0	0
Interest Rate	N/A	0	N/A	0	0
All Other	N/A	0	N/A	0	0

FDIC Certificate # 9978
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Public Report

FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Capital Analysis--Page 11C

Capital Analysis-d
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FDIC Certificate # 9978 FRB District/ RSSD 11 / 273662
 OCC Charter # 0 County: UVALDE
 Public Report

FIRST STATE BANK OF UVALDE, TX
 One Quarter Annualized Income Analysis--Page 12

Income Statement 1-Qtr Ann
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	06/30/2025			06/30/2024			12/31/2024			12/31/2023			12/31/2022		
	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT	BANK	PG 4	PCT
Earnings and Profitability															
Percent of Average Assets:															
Interest Income (TE)	3.88	5.40	2	4.07	5.28	6	4.32	5.36	7	3.97	5.08	7	3.12	4.24	3
- Interest Expense	1.91	1.97	45	2.02	2.16	44	2.18	2.10	56	1.90	1.94	49	0.76	0.73	55
Net Interest Income (TE)	1.98	3.43	2	2.04	3.13	5	2.14	3.26	4	2.07	3.16	6	2.36	3.51	2
+ Noninterest Income	0.28	0.62	20	0.25	0.62	15	0.40	0.64	29	0.25	0.62	15	0.26	0.61	15
- Noninterest Expense	1.08	2.43	1	1.02	2.41	0	1.13	2.48	1	0.95	2.43	0	0.88	2.41	0
Pre-Provision Net Revenue (TE)	1.18	1.64	19	1.27	1.38	46	1.41	1.47	48	1.38	1.37	54	1.74	1.76	53
- Provision: Credit Losses	0.19	0.11	74	0.06	0.10	45	0.06	0.13	43	0.06	0.12	44	0.00	0.10	31
- Provision: Credit Loss Chg Assets	-0.15	0.00	0	0.00	0.00	70	0.00	0.00	67	0.00	0.00	75	N/A	0.03	N/A
Pre-tax Operating Income (TE)	1.14	1.50	23	1.21	1.25	51	1.34	1.31	53	1.32	1.22	60	1.74	1.65	60
+ Realized Gains/Losses Sec	0.00	0.00	95	0.00	0.00	94	0.00	0.00	90	0.00	-0.02	92	-0.48	-0.01	4
+ Unrealized Gains / Losses Equity Sec	0.00	0.00	82	0.00	0.00	9	0.00	0.00	87	0.01	0.00	79	0.00	0.00	87
Pretax Net Operating Income (TE)	1.14	1.50	23	1.21	1.24	51	1.34	1.30	53	1.32	1.18	63	1.26	1.62	28
Net Operating Income	0.86	1.23	22	0.95	1.00	50	1.03	1.06	50	1.04	0.95	61	0.98	1.30	25
Net Inc Attrib Min Inis	0.00	0.00	97	0.00	0.00	97	0.00	0.00	97	0.00	0.00	97	0.00	0.00	98
Net Income Adjusted Sub S	0.86	1.17	23	0.95	0.96	52	1.03	1.01	52	1.04	0.91	64	0.98	1.26	27
Net Income	0.86	1.23	22	0.95	1.00	50	1.03	1.06	50	1.04	0.95	61	0.98	1.30	25
Margin Analysis:															
Int Inc (TE) to Avg Eam Assets	4.03	5.65	2	4.14	5.54	5	4.30	5.61	4	4.03	5.34	5	3.19	4.46	2
Int Expense to Avg Eam Assets	1.98	2.06	44	2.06	2.26	40	2.17	2.20	49	1.93	2.04	45	0.78	0.77	54
Net Int Inc-TE to Avg Eam Assets	2.05	3.60	2	2.08	3.29	5	2.13	3.43	3	2.10	3.33	5	2.41	3.70	2
Loan & Lease Analysis:															
Net Loss to Average Total L&LS	0.12	0.08	79	0.21	0.07	85	0.03	0.11	46	0.02	0.08	49	0.01	0.06	49
Earnings Coverage of Net Loss (X)	29.09	-24.40	54	17.84	18.94	49	140.39	25.29	84	237.97	34.34	87	436.15	17.29	88
ACL on L&LS HFI to Net Losses (X)	12.15	-9.18	51	6.59	0.51	42	52.19	14.11	79	79.12	19.58	79	102.28	6.24	83
Capitalization															
Cash Dividends to Net Income	0.00	31.83	29	0.00	30.51	35	54.44	40.61	67	34.41	37.67	56	36.27	28.68	65
Retain Eams to Avg Total Equity	9.48	7.71	65	13.49	6.65	89	5.47	5.45	47	11.37	5.54	78	12.64	10.15	60
Yield on or Cost of:															
Total Loan & Leases (TE)	6.34	6.41	49	6.20	6.26	50	6.88	6.38	75	6.01	6.09	50	5.21	5.23	55
Loans in Domestic Offices	6.31	6.39	49	6.18	6.25	49	6.87	6.37	75	5.99	6.09	50	5.19	5.22	54
Real Estate	5.99	6.15	43	5.16	5.92	14	5.53	6.07	21	4.47	5.75	4	3.43	5.02	0
Secured by 1-4 Fam Resi Prop	3.68	6.18	1	5.09	5.91	21	4.58	6.07	8	4.22	5.77	8	3.36	4.99	2
All Other Loans Sec Real Estate	6.16	6.16	73	5.18	5.94	18	5.81	6.10	37	4.55	5.77	8	3.46	5.06	1
Commercial & Industrial	8.91	7.32	88	15.34	7.53	99	13.46	7.50	98	18.23	7.37	99	19.44	6.12	99
Individual	10.02	7.70	88	9.46	7.53	84	9.38	7.70	81	9.12	7.22	82	8.33	6.11	85
Credit Card	9.49	9.49	N/A	10.70	N/A	N/A	N/A	9.79	N/A	N/A	10.38	N/A	8.13	5.72	89
Agricultural	8.55	6.80	86	7.58	6.96	42	7.34	7.09	36	9.75	6.77	92	8.13	5.72	89
Loans in Foreign Offices	N/A	9.35	N/A	N/A	9.45	N/A	N/A	9.33	N/A	N/A	8.96	N/A	N/A	6.50	N/A
Total Investment Securities (TE)	1.68	3.13	4	1.82	2.92	9	1.82	2.99	6	1.86	2.75	13	1.81	2.43	16
Total Investment Securities (Book)	1.67	3.01	4	1.81	2.81	10	1.80	2.89	6	1.85	2.64	15	1.79	2.32	18
US Treas & Agency (Excl MBS)	N/A	2.55	N/A	N/A	2.53	N/A	N/A	2.55	N/A	10.42	2.35	99	4.28	1.94	97
Mortgage Backed Securities	1.66	3.10	5	1.81	2.86	15	1.80	2.97	12	1.83	2.63	20	1.74	2.29	21
All Other Securities	1.77	2.99	8	1.83	3.03	9	1.84	3.00	9	0.92	2.98	1	2.56	2.74	46
Interest-Bearing Bank Balances	4.38	4.42	N/A	5.46	5.34	55	5.06	4.73	83	5.46	5.28	49	3.82	3.53	66
Federal Funds Sold & Resales	N/A	3.77	N/A	N/A	4.41	N/A	N/A	3.94	N/A	N/A	4.53	N/A	N/A	2.95	N/A
Total Interest Bearing Deposits	2.44	2.67	40	2.18	2.89	20	2.51	2.86	34	2.23	2.61	36	0.88	0.97	47
Transaction accounts	1.56	1.62	48	0.12	1.76	4	0.70	1.65	22	0.82	1.60	31	0.35	0.78	34
Other Savings Deposits	1.82	1.99	45	1.11	2.24	17	1.12	2.14	16	1.10	2.07	21	0.36	0.82	23
Time Deposits	3.28	3.92	6	3.55	4.31	9	3.79	4.31	12	3.28	3.93	14	1.37	1.35	55
Foreign Office Deposits	N/A	2.52	N/A	N/A	2.26	N/A	N/A	2.32	N/A	N/A	2.02	N/A	N/A	1.54	N/A
Federal Funds Purchased & Repos	N/A	2.27	N/A	N/A	2.63	N/A	N/A	2.26	N/A	66.67	2.92	98	N/A	1.79	N/A
Other Borrowed Money	N/A	4.21	N/A	N/A	4.43	N/A	N/A	4.25	N/A	N/A	4.50	N/A	N/A	3.21	N/A
Subord Notes & Debentures	N/A	0.00	N/A	N/A	3.92	N/A	N/A	3.92	N/A	N/A	7.56	N/A	N/A	5.41	N/A
Other Interest Expense	N/A	3.71	N/A	N/A	4.45	N/A	N/A	4.06	N/A	N/A	4.54	N/A	N/A	2.95	N/A
All Interest-Bearing Funds	2.44	2.74	34	2.18	2.99	17	2.51	2.93	29	2.23	2.74	30	0.88	1.06	42
Memo: Interest on Time Dep Over Ins Limit	3.30	3.95	11	3.58	4.38	14	3.80	4.30	19	3.30	3.95	20	1.40	1.48	49

FDIC Certificate # 9978
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FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Securitization & Asset Sale Activities--Page 13

Securitization & Asset Sale-a
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	<u>06/30/2025</u>	<u>06/30/2024</u>	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>	Percent Change	
						1 Quarter	1 Year
Securitization Activities	0	0	0	0	0	N/A	N/A
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Unused Liquidity Commitments	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sellers Interest in Secs & Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Retained Credit Exposure	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Asset Backed Comm'l Paper Conduits	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CR Exp Spons by Bank & Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Liquid Comm by Bank & Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Activity % Total Assets							
Securitization Activities	0.00	0.00	0.00	0.00	0.00	N/A	N/A
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Asset Backed Comm'l Paper Conduits	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cr Exp Spons by Bank & Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Liquid Comm by Bank & Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent of Tot Managed Assets on							
Balance Sheet & Sec Assets							
1-4 Family Residential Loans	19.07	18.38	18.31	16.26	19.52	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Securitization & Asset Sale Activities--Page 13A

Securitization & Asset Sale-b
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	<u>06/30/2025</u>	<u>06/30/2024</u>	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
% Tot Securitization Act by Type	N/A	N/A	N/A	N/A	N/A
Unused Comm to Provide Liquidity	N/A	N/A	N/A	N/A	N/A
Sellers Int in Secs & LNS % Trust	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
Percent of Tier 1 Capital					
Total Retained Credit Exposure	N/A	N/A	N/A	N/A	N/A
30-89 Day PD Securitized Assets					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total 30-89 Day PD Secur Assets	N/A	N/A	N/A	N/A	N/A
90+ Days PD Securitized Assets					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total 90+ Days PD Secur Assets	N/A	N/A	N/A	N/A	N/A
Total Past Due Securitized Assets	N/A	N/A	N/A	N/A	N/A
Net Losses Securitized Assets					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total Net Charge Off Secur Asset	N/A	N/A	N/A	N/A	N/A

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FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Securitization & Asset Sale Activities--Page 13B

Securitization & Asset Sale-c
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	<u>06/30/2025</u>	<u>06/30/2024</u>	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
30-89 Day PD Securitized Assets %					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total 30-89 Days PD Secur Asset	N/A	N/A	N/A	N/A	N/A
90+ Day PD Securitized Assets %					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total 90+ Day PD Secur Asset	N/A	N/A	N/A	N/A	N/A
Total PD Securitized Assets %	N/A	N/A	N/A	N/A	N/A
Net Losses on Securitized Assets%					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Auto Loans	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Net Losses on Securitized Assets	N/A	N/A	N/A	N/A	N/A
30-89 DAY PD managed assets %					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total 30-89 Day PD Manage Asset	N/A	N/A	N/A	N/A	N/A
90+ DAY PD MANAGED ASSETS %					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Total 90+ Day PD Manage Asset	N/A	N/A	N/A	N/A	N/A
Total Past Due Managed Assets %	N/A	N/A	N/A	N/A	N/A
Net Losses on Managed Assets %					
1-4 Family Residential Loans	N/A	N/A	N/A	N/A	N/A
Home Equity Lines	N/A	N/A	N/A	N/A	N/A
Credit Card Receivables	N/A	N/A	N/A	N/A	N/A
Commercial & Industrial Loans	N/A	N/A	N/A	N/A	N/A
All Other Loans and Leases	N/A	N/A	N/A	N/A	N/A
Net Losses on Managed Assets	N/A	N/A	N/A	N/A	N/A

FDIC Certificate # 9978
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Public Report

FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Fiduciary & Related Services--Page 1

Fiduciary Services-a
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	06/30/2025			03/31/2025			12/31/2024			06/30/2025
Total Fiduciary and Related Assets	(\$000)	%Total	%MGD	(\$000)	%Total	%MGD	(\$000)	%Total	%MGD	%Change
Personal Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	103,707	88.58	99.48	N/A
Employee Benefit DC	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Employee Benefit DB	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Other EB & Retirement-Related	N/A	N/A	N/A	N/A	N/A	N/A	12,877	11.00	0.00	N/A
Corporate Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	N/A	N/A	N/A	N/A	489	0.42	100.00	N/A
Foundation & Endowment Trust & Agency	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Other Fiduciary	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Total Fiduciary Assets	N/A	N/A	N/A	N/A	N/A	N/A	117,073	100.00	88.54	N/A
Custody and Safekeeping	N/A	N/A	N/A	N/A	N/A	N/A	462,319			N/A
Memo: Accts in Foreign Offices	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Memo: IRA, HSA & Other	N/A	N/A	N/A	N/A	N/A	N/A	12,877	11.00	0.00	N/A
Total Fiduciary and Related Accounts	(#)	%Total	%MGD	(#)	%Total	%MGD	(#)	%Total	%MGD	%Change
Personal Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	45	52.94	95.56	N/A
Employee Benefit DC	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Employee Benefit DB	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Other EB & Retirement-Related	N/A	N/A	N/A	N/A	N/A	N/A	38	44.71	0.00	N/A
Corporate Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	N/A	N/A	N/A	N/A	2	2.35	100.00	N/A
Foundation & Endowment Trust & Agency	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Other Fiduciary	N/A	N/A	N/A	N/A	N/A	N/A	0	0.00	N/A	N/A
Total Number of Accounts	N/A	N/A	N/A	N/A	N/A	N/A	85	100.00	52.94	N/A
Custody and Safekeeping	N/A	N/A	N/A	N/A	N/A	N/A	49			N/A
Memo: Accts in Foreign Offices	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Memo: IRA, HSA & Other	N/A	N/A	N/A	N/A	N/A	N/A	38	44.71	0.00	N/A
Fiduciary and Related Services Income	(\$000)	%FID IN	%Change	(\$000)	%FID IN	%Change	(\$000)	%FID IN	%Change	
Personal Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employee Benefit DC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employee Benefit DB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other EB & Retirement-Related	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Corporate Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Foundation & Endowment Trust & Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Fiduciary	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Custody and Safekeeping	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Related Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Gross Fiduciary and Related Income	441	100.00	32.83	181	100.00	8.38	903	100.00	-15.61	
Less: Expenses	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Less: Net Losses	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Plus: Intra-company Credits	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Fiduciary and Related Income	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Memo: Fiduciary Income - Foreign	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Gross Fiduciary Income % Nonint Inc		16.92			14.68			15.69		
Fiduciary Income % Fiduciary Assets	Bank		PCT	Bank		PCT	Bank	TRST305		PCT
Personal Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.69	N/A	N/A
Employee Benefit DC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.35	N/A	N/A
Employee Benefit DB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.44	N/A	N/A
Other EB & Retirement-Related	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.66	N/A	N/A
Corporate Trust and Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.51	N/A	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.66	N/A	N/A
Other Fiduciary	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.88	N/A	N/A
Total Fiduciary Assets	N/A	N/A	N/A	N/A	N/A	N/A	0.77	0.44	78	
Custody and Safekeeping	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.62	N/A	N/A
Memo: Fiduciary Income Foreign	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.00	N/A	N/A
Collective/Common Trust Fund Assets	(\$000)	%Total	%Change	(\$000)	%Total	%Change	(\$000)	%Total	%Change	
Domestic Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
International/Global Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stock/Bond Blend	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Taxable Bond	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Municipal Bond	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Short Term/Money Market	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Specialty/Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Trust Funds	N/A	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	N/A
Collective/Common Trust Fund Accounts	(#)	%Total	%Change	(#)	%Total	%Change	(#)	%Total	%Change	
Domestic Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
International/Global Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stock/Bond Blend	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Taxable Bond	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Municipal Bond	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Short Term/Money Market	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Specialty/Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Trust Funds	N/A	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	N/A

Peer Group Descriptions for Fiduciary & Related Services:
Trust Assets less than \$250 million

Peer Number
TRST305

FDIC Certificate # 9978
OCC Charter # 0
Public Report

FRB District/ID_RSSD 11 / 273662
County: UVALDE

FIRST STATE BANK OF UVALDE; UVALDE, TX
Fiduciary & Related Services--Page 1A

Fiduciary Services-b
07/30/2025 03:06:05 PM

	06/30/2025				03/31/2025				12/31/2024			
	(\$000)	%Rev		PCT	(\$000)	%Rev		PCT	(\$000)	%Rev	TRST305	PCT
Gross Fiduciary Losses - Managed	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.04	N/A
Personal Trust and Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.00	N/A
EB & Retirement Related Trust & Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.02	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.00	N/A
Other Fiduciary	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.00	N/A
Total Gross Managed Losses	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	0.00	0.02	79
Gross Fiduciary Losses - Non Managed												
Personal Trust & Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.01	N/A
EB & Retirement Related Trust & Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.00	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.00	N/A
Other Fiduciary	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.00	N/A
Total Gross Non Managed Losses	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	0.00	0.03	95
Net Fiduciary Losses - ALL												
Personal Trust and Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.04	N/A
EB & Retirement Related Trust & Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.01	N/A
Inv Mgmt & Inv Advisory Agency	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.02	N/A
Other Fiduciary	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	N/A	0.01	N/A
Total Net Losses	N/A	N/A	0.00	N/A	N/A	N/A	0.00	N/A	0	0.00	0.03	79
Corporate Trust and Agency	(\$000)	#ISS	%Change		(\$000)	#ISS	%Change		(\$000)	#ISS	%Change	
Corporate and Muni Trusteeships	N/A	N/A	N/A		N/A	N/A	N/A		0	0	N/A	
Issues in Default	N/A	N/A	N/A		N/A	N/A	N/A		0	N/A	N/A	
All Other Corporate		N/A	N/A			N/A	N/A		0	0	N/A	
Managed Assets in Fiduciary Accts	(\$000)	%Total	%Change		(\$000)	%Total	%Change		(\$000)	%Total	%Change	
Noninterest-Bearing Deposits	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Interest-Bearing Deposits	N/A	N/A	N/A		N/A	N/A	N/A		264	N/A	-45.68	
U.S. Treasury & Agency	N/A	N/A	N/A		N/A	N/A	N/A		4,995	4.82	263.80	
State, County & Municipal	N/A	N/A	N/A		N/A	N/A	N/A		509	0.49	-22.88	
Money Market Mutual Funds	N/A	N/A	N/A		N/A	N/A	N/A		12,410	11.97	62.46	
Equity Mutual Funds	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Other Mutual Funds	N/A	N/A	N/A		N/A	N/A	N/A		213	0.21	6.50	
Common & Collective Funds	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Other Short-Term Obligations	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Other Notes and Bonds	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Unregistered Funds & Private Equity	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Other Common & Preferred Stocks	N/A	N/A	N/A		N/A	N/A	N/A		31,719	30.60	5.22	
Real Estate Mortgages	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Real Estate	N/A	N/A	N/A		N/A	N/A	N/A		52,791	50.93	-1.27	
Miscellaneous Assets	N/A	N/A	N/A		N/A	N/A	N/A		757	0.73	20.93	
Total Managed Assets	N/A	N/A	N/A		N/A	N/A	N/A		103,658	100.00	9.58	
Memo: Fiduciary Assets in Advised or Sponsored Mutual Funds	N/A	N/A	N/A		N/A	N/A	N/A		0	0.00	N/A	
Peer Group Descriptions for Fiduciary & Related Services:	Peer Number											
Trust Assets less than \$250 million	TRST305											

**FIRST STATE BANK OF UVALDE**

MEMBER FDIC

CAMP WOOD • CARRIZO SPRINGS • CONCAN • LEAKEY • SABINAL • UTOPIA • MAIN STREET UVALDE

ATTACHMENT A**First State Bank of Uvalde
Public Funds Deposit Product Rates
for Uvalde CISD**Rates Effective 07/30/2025
Through 08/12/2025

Transactional Deposit Accounts	Term	Compounding	Interest Rate*	Annual Percentage Yield**	Min. Balance *** to Obtain Annual Percentage Yield
Public Funds Saving	N/A	Daily	0.35%	0.35%	\$ 0.01
Public Funds NOW	N/A	Daily	0.35%	0.35%	\$ 1,500.00
Public Funds Super First	N/A	Daily	1.75%	1.77%	\$ 2,000.00

Public Fund Under \$100,000 Certificate of Deposit	Term	Compounding	Interest Rate	Annual Percentage Yield**	Min. Balance *** to Obtain Annual Percentage Yield
90 Days	90 D	None	2.45%	2.48%	\$ 1,000.00
180 Days	180 D	Daily	2.80%	2.84%	\$ 1,000.00
1 Year	1 Y	Daily	2.95%	2.99%	\$ 1,000.00
18 Months	18 M	Daily	2.40%	2.43%	\$ 1,000.00

Over \$100,000 Certificate of Deposit	Term	Compounding	Interest Rate	Annual Percentage Yield**	Min. Balance *** to Obtain Annual Percentage Yield
90 Days	90 D	None	2.65%	2.69%	\$ 100,000.00
180 Days	180 D	Daily	3.10%	3.15%	\$ 100,000.00
1 Year	1 Y	Daily	3.15%	3.20%	\$ 100,000.00
18 Months	18 M	Daily	2.50%	2.53%	\$ 100,000.00

Open for discussion

* Interest rate based on First State Bank of Uvalde Public Fund Rate Sheet

** The annual percentage yield (APY) assumes the principal and its interest will remain on deposit for a full year at the listed rate or until maturity. Withdrawals, fees and other conditions could reduce earnings.

*** Daily Balance (the amount of principal in the account each day)

Some of the accounts listed may require a minimum daily balance and/or impose a penalty for early withdrawal.

**** The rate shown for this account may change after the account is opened.

Some of the accounts listed may require a minimum daily balance and/or impose a penalty for early withdrawal.

Account Analysis Sample

Mar 31, 2025

Pg 1 of 1

***** Account Analysis Report *****

Activity 03/01/2025 Thru 03/31/2025 31 Days in Cycle

Average Ledger Balance		456,292.08
Less: Uncollected Funds	-	127.37
Average Collected Balance		456,164.71
Less: Reserves (3.0000%)	-	13,688.76
Investable Balance		442,475.95

Earnings Credit	(Earnings Credit)	(442,475.95 @ Rate)	206.69
-----------------	---------------------	-----------------------	--------

Transaction Type	Vol/Units	Per	Unit Cost	Total Inv Bal Req
Maintenance Fee	1.00			15.00 32,111
On Us	15.00		0.0600	0.90 1,927
In Region	28.00		0.0600	1.68 3,596
In District	4.00		0.0600	0.24 514
Out of District	1.00		0.0600	0.06 128
Deposit	21.00	1	0.4000	8.40 17,982
ACH Deposit	22.00	1	0.4000	8.80 18,839
Cashed Check	12.00	1	0.2000	2.40 5,138
Check	21.00	1	0.2000	4.20 8,991
ACH Payment	15.00	1	0.2000	3.00 6,422
Strapped Currency	4.00	1	0.4500	1.80 3,853
Total Costs				46.48

Analysis Charge Calculated This Period	0.00
--	------

Total Analysis Charge Debited To Account	0.00
--	------

Investable Balance Needed to Avoid Charge	99,501.00
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RIGHTS OF SUBSTITUTION FOR PLEDGE SECURITIES

_____ (hereinafter referred to as "Public Entity") has selected _____ (hereinafter referred to as "Depository Bank") as a depository for certain of its funds, and Depository Bank has agreed to act as the depository for those funds in accordance with applicable laws and/or governing statutes, which require that Depository Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (hereinafter referred to as "FDIC"), by pledging securities (hereinafter referred to as "Eligible Securities") of any type permissible by the Governing Statutes. TIB, N.A. (hereinafter referred to as "Custodian") is authorized to hold the Eligible Securities in safekeeping.

I. GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING ELIGIBLE SECURITIES.

Depository Bank will select Eligible Securities suitable for pledging to secure public deposits and will send a written, facsimile or electronic communication to the Custodian designating and identifying the Eligible Securities to be pledged. Upon receipt of such communication Custodian will issue and deliver to the Depository Bank a pledge notification which identifies the Eligible Securities pledged to the designated Public Entity.

Depository Bank hereby grants to public Entity a security interest in all Eligible Securities delivered to or held by Custodian and reflected on Custodian's records as being pledged to the Public Entity. Custodian is authorized to hold all Eligible Securities deposited with it. In no event shall Custodian be responsible for determining if the pledged securities are "Eligible Securities".

II. SUBSTITUTION OF SECURITIES

Depository Bank and Public Entity agree that as long as Custodian has not received written notice from Public Entity stating that Depository Bank is in default of its obligations to pay to Public Entity its deposits when due, Depository Bank shall have the right to substitute Eligible Securities of at least equal market value then held by Custodian for Depository Bank or delivered to Custodian for the purpose of pledging.

Public Entity and Depository Bank agree that Custodian shall have no obligation with respect to any proposed substitution of Eligible Securities other than to act upon the instructions provided.

III. DEPOSITORY BANK'S OBLIGATIONS.

Depository Bank will give Custodian clear instructions for substitution of Eligible Securities to include:

1. Identifying Depository Bank Information;
2. Original Face (Par Value);
3. Cusip numbers;
4. Public Entity Name;
5. Maturity Date/Call Date, including, enough specific information to execute the substitution;
6. Notice that "Rights of Substitution" is on file with Custodian.

Depository Bank and Public Entity are responsible for monitoring the pledge, withdrawal and substitution activities to insure that the market value of any Eligible Securities is equal to or exceeds Public Entity's funds on deposit with Depository Bank. Depository Bank will provide notice of substitution to Public Entity when written notice is received from the Custodian.

IV. CUSTODIAN'S AUTHORIZATION.

Custodian is hereby authorized to rely and act upon any written, facsimile or electronic instruction, notification, notice or document which purports to be signed by a representative of Depository Bank or of Public Entity (as applicable) without any duty to investigate or confirm the identity or authority of individuals giving or signing such instruction, notification, notice or document. Custodian is expressly authorized to rely upon any facsimile copy of any written document as if an original executed copy thereof had been received by Custodian from the party purporting to have executed the original.

(DEPOSITORY BANK)

By: _____

Name: _____

Title: _____

Date: _____

Safekeeping Acct # _____

(PUBLIC ENTITY)

By: _____

Name: _____

Title: _____

Date: _____

UVALDE CISD
ATTN: PAM BENDELE
PO BOX 1909
UVALDE, TX 78802

First State Bank of Uvalde
Securities Pledged to Secure Deposits
June 30, 2025

Description of Securities	CUSIP #	Coupon	Par Value	Maturity Date	Market Value
FNMA #MA4312	31418DYJ5	2.50	\$ 3,086,776.45	4/1/2041	\$ 2,750,715.36
GNR 2021-183 AJ	38381D8C7	1.25	\$ 4,576,083.40	11/16/2054	\$ 4,551,772.94
GNR 2021-183 AL	38381D8U7	1.40	\$ 4,600,259.05	7/16/2056	\$ 4,604,571.78
GNR 2019-29 PE	38381TJF3	3.00	\$ 3,538,868.24	10/20/2048	\$ 3,757,835.71
			<u>\$15,801,987.14</u>		<u>\$15,664,895.79</u>

We appreciate you, our relationship, and partnership. Please feel free to email us at publicfunds@fsbuvalde.bank if there's anything we can assist you with.

Have a great day!

Johanna F. Feely
Public Funds, CD & IRA Manager, BO

Overview of Commercial Products

For more information and fee schedules, please see attached contract samples.

Commercial Online
Features



**First State Bank
of Uvalde**

"The best is yet to come!"TM

Since 1907

Commercial Online Features

- ACH Origination
- Automatic Sweep Transfer
- Remote Deposit Capture
- Positive Pay System
- TIB - Credit Card Services
- TSYS - Credit Card Processing

ACH Origination

- Allows the business to create electronic payments and deposits.
 - Transactions can either be debit or credit:
 - Example: Payroll = Credit (Cash Out) - Invoice Collection = Debit (Cash In)

- \$75 Start up fee (Includes on-site ACH Training)
 - 51 or more employees - Tailored to Large Businesses
 - \$15 per file (Origination fee) -\$0.10 per item (Individual)
 - 50 or less employees - Tailored to Small Businesses
 - \$7 per file (Origination fee) -\$0.10 per item (Individual)

- Limits are based on activity and are subject to approval by loan committee.
 - Limits are reviewed and adjusted accordingly every quarter.

Auto Sweep Transfer

- Two options for Auto Sweep
 - (1) Use to prevent your account from becoming negative and avoid paying our overdraft fee. If your account lacks funds, the auto sweep will automatically transfer funds to cover your negative balance in increments of \$100.00. There is a \$5.00 fee for each transfer that takes place.
 - (2) Set periodic transfers from one account to another to keep a minimum balance in an account.

- Fees: \$125 monthly service fee for the Automatic Sweep Transfer service.

Remote Deposit Capture

- RDC allows you to electronically deposit checks to your account.
- Using a scanner, you can take a digital image of the check and transmit it to your account for processing.
- After submission, the funds are typically made available in your business account much quicker than conventional methods
- Fees:
 - Cost of scanner (depending on the type of scanner used)
 - \$25 per month per scanner

Positive Pay



- Positive Pay is a fraud prevention system offered to protect against forged, altered, and counterfeit checks and ACH transactions.
- Allows the business to upload a list of the daily company issued checks and automatically compare it to the checks presented at the bank for payment.
 - Once the file is uploaded, the system will automatically alert you of any discrepancies.
- Fees:
 - For this service there is a fee of \$50 per month per account using positive pay.



TIB – Credit Card Services

- Provides the business a useful way to manage business day-to-day transactions and expenses.

- Provides the business benefits such as:
 - Convenience and Reduced Cash-Flow Problems
 - Purchase Protection
 - Building Company Credit

- Allows the business to obtain additional cards for their employees.
 - Employee can conduct company business while enabling the business owner to track employee spending.
 - Allows for a spending limit for each employee.

TSYS – Credit Card Processing

- Provides the business the ability to accept credit/debit card payments for their services.
- If the business is currently processing with another processor, we can potentially save money on fees/rates.
 - To evaluate and compare services:
 - We will require the last three months of merchant activity statements.
- TSYS will tailor services to the business's specific needs, by offering the following services and products:
 - Point of Sale (POS) Terminal
 - Mobile Credit Card Processing
 - Online Credit Card Processing
 - Wireless Processing
 - Telephone Processing



BUSINESS ONLINE BANKING APPLICATION

APPLICANT INFORMATION

Business Name:		Tax ID Number:	
Business Address:			
City:	State:	Zip Code:	
Phone:		Fax:	
Administrator's Email Address:			

Assign and Administrator who will have access to ALL account information, including but not limited to checking account, loan information, and CD's or other such accounts. The below-named administrator is authorized to access the below listed accounts unless authorizations are *rescinded in writing*.

ADMINISTRATOR NAMED ☐ ACH Origination* ☒ Bill Pay ☒ Business Mobiliti ☒ E-Statement ☐ Merchant Capture*

Name:	Username:
Title:	Direct Phone:

The Administrator has the authority to assign others as users of the Bank's Internet Banking Service and is responsible for assigning limits to those user's transaction authority as deemed appropriate. The Administrator must submit request to the Bank in writing. *Separate Contract Required.

USER OPTIONS

1. Name:	2. Name:	3. Name:
1. Username:	2. Username:	3. Username:
1. Email:	2. Email:	3. Email:
<div>Stop Payments <input type="checkbox"/> Add <input type="checkbox"/> Inquire <input type="checkbox"/> View Accounts Fund Transfers <input type="checkbox"/> Add <input type="checkbox"/> Inquire <input type="checkbox"/> Download Transactions Access Electronic Documents <input type="checkbox"/> DDA ONUS Debits <input type="checkbox"/> DDA ONUS Credits <input type="checkbox"/> 1098 <input type="checkbox"/> 1099-INT <input type="checkbox"/> E-Statements <input type="checkbox"/> Bill Pay <input type="checkbox"/> Business Mobiliti <input type="checkbox"/> ACH Origination* <input type="checkbox"/> Merchant Capture*</div> <div>Bank Use Only: <input type="checkbox"/> Token Enabled</div>	<div>Stop Payments <input type="checkbox"/> Add <input type="checkbox"/> Inquire <input type="checkbox"/> View Accounts Fund Transfers <input type="checkbox"/> Add <input type="checkbox"/> Inquire <input type="checkbox"/> Download Transactions Access Electronic Documents <input type="checkbox"/> DDA ONUS Debits <input type="checkbox"/> DDA ONUS Credits <input type="checkbox"/> 1098 <input type="checkbox"/> 1099-INT <input type="checkbox"/> E-Statements <input type="checkbox"/> Bill Pay <input type="checkbox"/> Business Mobiliti <input type="checkbox"/> ACH Origination* <input type="checkbox"/> Merchant Capture*</div> <div>Bank Use Only: <input type="checkbox"/> Token Enabled</div>	<div>Stop Payments <input type="checkbox"/> Add <input type="checkbox"/> Inquire <input type="checkbox"/> View Accounts Fund Transfers <input type="checkbox"/> Add <input type="checkbox"/> Inquire <input type="checkbox"/> Download Transactions Access Electronic Documents <input type="checkbox"/> DDA ONUS Debits <input type="checkbox"/> DDA ONUS Credits <input type="checkbox"/> 1098 <input type="checkbox"/> 1099-INT <input type="checkbox"/> E-Statements <input type="checkbox"/> Bill Pay <input type="checkbox"/> Business Mobiliti <input type="checkbox"/> ACH Origination* <input type="checkbox"/> Merchant Capture*</div> <div>Bank Use Only: <input type="checkbox"/> Token Enabled</div>

ACCOUNT INFORMATION

Account Number(s):	User: 1 2 3	Account Number(s):	User: 1 2 3	Account Number(s):	User: 1 2 3
[] [] [] []		[] [] [] []		[] [] [] []	
[] [] [] []		[] [] [] []		[] [] [] []	
[] [] [] []		[] [] [] []		[] [] [] []	

On behalf of the Company, I hereby accept the terms and conditions set forth by First State Bank of Uvalde concerning its Internet Banking Service. I also acknowledge and approve the above person, designated as "Administrator," to have access to the above listed accounts. The Bank takes any and all responsibilities for ensuring security of its own accounts via the Internet. On behalf of the Company, I hereby agree that the Administrator's first use of services will signify the Company's acceptance of the First State Bank of Uvalde Online Banking Agreement, Terms and Conditions, and if applicable, the undersigned agrees to First State Bank of Uvalde E-Statement disclosure. The undersigned agrees that ALL information above is accurate and authorizes the financial institution to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Authorized Company Signature:	Date:
Printed Name:	Title:

BANK USE ONLY:

Form Taken By:	Date:	Form Approved By:	Date:	System Entry By:	Date:
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Revised 11/19/2024

B. Betts

Reviewed 11/19/2024

S. Ortiz



COMMERCIAL ONLINE BANKING TERMS AND DISCLOSURES & ONLINE STATEMENT DELIVERY DISCLOSURE

By continuing with the Online Banking Application, you agree that you have read and understand the following Internet Banking Terms and Disclosures.

The First State Bank of Uvalde Internet Banking Agreement and Disclosure governs your use of Internet Banking. Any reference to the following Agreement and Disclosure will be referred to as "Agreement". By using Internet Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

DEFINITIONS

You or Your - The person(s) subscribing to or using Internet Banking.

We, Us, or Our - Refers to First State Bank of Uvalde and any agent, independent contractor, designee, or assignee First State Bank of Uvalde may involve in the provision of Internet Banking.

Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by First State Bank of Uvalde. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

Business Day Cutoff - First State Bank of Uvalde's primary banking office is located in Uvalde, Texas. For posting purposes, the bank will process all transactions completed by 3:00 PM central standard time. Transactions completed after 3:00 PM, including transfers, will be processed on the following business day.

Privacy Statement - First State Bank of Uvalde understands how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with the bank. Our customer Privacy Statement states:

CATEGORIES OF INFORMATION WE MAY COLLECT

We collect nonpublic personal information from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us, or others;
- Information we receive from a customer reporting agency.

CATEGORIES OF INFORMATION WE MAY DISCLOSE ABOUT YOU

We do not disclose any nonpublic personal information about our customers or former customers, except as permitted by law.

CONFIDENTIALITY AND SECURITY

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

LOG-ON SECURITY

Security is very important to the Internet Banking system. At the time you request the service, you will be issued an identification number, together with a password.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter you ID number and password.

In the event that you experience a problem with your User ID or Password, please contact the Bank immediately. You may contact us at 830-278-6231 or send us an e-mail message at fsboper@fsbuvalde.com.

INTERNET BANKING AND YOUR LIABILITY

You must have a checking, savings, CD, or loan account at the Bank, a valid User ID and Password, and access to a personal computer and a modem to use FSB Online services. To use FSB Online services and perform a transaction, enter your User ID and Password at the "Login" screen. By using any of the online services, you agree not to give or make available your User ID or Password to any person not authorized to access your account. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID or Password are authorized unless we have been notified in writing to cancel the service.

If you believe your User ID or Password have been lost or stolen or that someone has used them without your authorization, call us immediately at (830) 278-6231 during normal business hours. After hours you may e-mail us, or write us at First State Bank of Uvalde, P.O. Box 1908, Uvalde, Texas 78802. The quickest way of reducing your possible losses is to telephone the bank. When you e-mail, do not include any of your accounts or Social Security numbers. Your name, address, and a brief message as to what the problem is will be sufficient.

View Accounts

You may view all the accounts that are setup to be accessible:

- View account information
- View current transactions. This screen will show all transaction activity within the current statement cycle.

Funds Transfers

You may make the following transactions:

- Make transfers between checking to checking if authorized
- Make transfers between checking to savings if authorized
- Make transfers between savings to checking if authorized
- Make transfers between savings to savings if authorized

Liability for Failure to Make Transfers

- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions we have taken
- If the money in the account from which a transfer is to be made is subject to legal process or other claim that restricts the transaction

This Online E-Statement Delivery Agreement and Disclosure ("Agreement") is between First State Bank of Uvalde and First State Bank of Uvalde Business Online Banking Customers regarding Customer's election for the receipt of E-Statements, notices and disclosures electronically.

1. DEFINITIONS:

As used in this Agreement, the following terms shall mean: "Agreement" refers to the Online E-Statement Delivery Agreement and Disclosure. The words "we", "us", "our" "First State Bank of Uvalde" and "Bank" refer to First State Bank of Uvalde, the depository institution which will provide the Service pursuant to this Agreement. The words "you", "your", "you're", "User", "Administrator" in this Agreement refer to Commercial First State Bank of Uvalde Business Online Banking Customers who will be using the Service pursuant to this Agreement. "Service" refers to the Online E-Statement Delivery Service. "E-Statement" refers to electronic statement delivery.

2. **DESCRIPTION OF SERVICE:**

Registering for this service indicates your desire to discontinue paper statement delivery. You understand that by signing the Business Online Banking Application and/or the Commercial Online Statement Delivery Agreement and Disclosure Consent form, you are agreeing that instead of receiving a paper statement each month, you will receive an e-mail notice, to be delivered to your designated primary e-mail address when your E-Statement is available to view in First State Bank of Uvalde Business Online Banking. E-mail notices will be sent for accounts selected by the Administrator for online delivery. These e-mail notices will be sent to you, the Administrator, and all selected User(s) on the account who have registered for the Service. You may access your E-Statements by logging on to First State Bank of Uvalde Business Online Banking and selecting the appropriate links to view your E-Statements. We will maintain online access to each E-Statement for a period of at least five (5) years from the date on which the E-Statement is available in First State Bank of Uvalde Business Online Banking. Business Accounts may only be set up for Online E-Statement delivery through the First State Bank of Uvalde Online Banking Department. Online E-Statement delivery will continue until delivery options are amended by you or at the Bank's discretion.

You understand that an online E-Statement will consist of what you currently receive in the mail, except as noted below. This includes, but is not limited to, the following conditions:

- If you currently receive imaged copies of checks with your paper statement, then the same will be available with your E-Statement through First State Bank of Uvalde Business Online Banking.
- If you currently do not receive image copies with your paper statement, then the images will not be available with your E-Statement through First State Bank of Uvalde Business Online Banking.

Any changes you request will become effective within two statement cycles from the time the request was received by the Bank.

3. **E-MAIL COMMUNICATIONS REQUIRED INFORMATION:**

1. **Primary e-mail address:** You must provide us a correct e-mail address that will be used to deliver e-mail notifications ("e-notifications") when a new E-Statement is available to view online.
2. **Verification of current physical and mailing address:** By accepting this Online E-Statement Delivery Agreement and Disclosure you are verifying that as of the date of your acceptance you have provided us with your most current physical address and current mailing address, and you agree to promptly provide us with your current physical address in the event it should change. If you choose to pick up your statements, you may visit us at any of our banking locations.

Business Responsibilities:

You understand that it is your responsibility to update your e-mail address to ensure proper delivery of e-notifications. Should you change your e-mail address for any reason, you will notify us immediately to ensure that your Service and our communication are not interrupted. You may change your e-mail address by requesting a Customer Information Change Request form which will need to be printed and filled out, signed and returned via e-mail to FSBacctservices@fsbuvalde.com, in writing and emailed to the prior email address or mailed to First State Bank of Uvalde, Attention: Account Services, P.O. Box 1908, Uvalde, TX 78802.

4. **EQUIPMENT AND ACCESS REQUIREMENTS:**

For the Service to work properly, you must have access to an updated browser that includes but not limited to, Internet Explorer, Mozilla Firefox, Google Chrome, and/or Safari. You must also have an updated version of Adobe PDF Reader in order to access E-Statements.

Your computer hardware must be able to reliably run the software indicated above. You are also responsible for maintaining your own connection to the Internet. Internet connections are not part of the services of First State Bank of Uvalde Business Online Banking. Furthermore, we recommend you also have a printer connected to the computer from which you are accessing First State Bank of Uvalde Business Online Banking account so that you may print and save these disclosures and other information you receive electronically, including your online E-Statement. You understand that you are responsible for installation, maintenance and operation of your computer and its software. You assume full responsibility for ensuring these requirements are met should any changes be made to your existing computer system. The Bank is not responsible for any errors or failures of your computer or its software.

You agree that the equipment and access requirements have been satisfied in order to receive E-Statements and disclosures electronically and you are responsible for any costs associated with this software. You are responsible for accessing, opening and reading statements and disclosures. It is your responsible to notify the Bank if any E-Statement is not accessible, is incomplete or unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of the E-Statement, the Bank will supply a copy of your statement at your request; however, a fee may apply subject to the Bank's current schedule of fees, and the Bank may not be able to provide you with that statement if a substantial period of time has passed from when that statement was first made available to you. The Bank is not accepting any responsibility to archive your statements beyond the time required by applicable law, or as stated in this Agreement, whichever is longer. You understand that you must complete the entire registration process through First State Bank of Uvalde Business Online Banking including an affirmative statement that you meet the minimum system requirements.

5. **AMMENDMENT AND CANCELLATION RIGHTS:**

You understand that we reserve the right to amend this Agreement at any time by providing you notice of those amendments. We reserve the right to discontinue or modify this service at our sole discretion. By using the Service after you have been notified of any amendment(s) that have been made, you are agreeing to the terms in the revised Agreement. You will be notified of any amendment of any change in a term or condition disclosed in this Agreement via e-mail to the e-mail address you have provided. The most current version of this Agreement is available on the First State Bank of Uvalde Online Banking under Services, Electronic Statements.

You may discontinue the electronic delivery of E-Statements by requesting this change in writing, via e-mail to FSBacctservices@fsbuvalde.com, stopping by any of our banking locations or by mailing a letter to First State Bank of Uvalde, P.O. Box 1908, Uvalde, TX 78802. The Bank reserves the right to continue sending e-mail notices of amendments to any electronic agreement at the e-mail address the customer has provided. First State Bank of Uvalde will not impose any fees for the cancellation of E-Statement delivery; however, certain statement fees may apply subject to the current First State Bank of Uvalde Schedule of Fees.

6. **ACCEPTANCE OF TERMS AND CONDITIONS:**

BY SIGNING THE BUSINESS ONLINE BANKING APPLICATION AND/OR COMMERCIAL ONLINE STATEMENT DELIVERY AGREEMENT DISCLOSURE CONSENT FORM, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION. BY ACCEPTING THIS AGREEMENT, YOU CONSENT TO THE ELECTRONIC DELIVERY OF STATEMENTS AND OTHER BANK-RELATED DOCUMENTS. YOU UNDERSTAND THIS AGREEMENT IS EFFECTIVE AT THE DATE AND TIME OF THE BANK'S RECEIPT OF THIS ELECTRONIC AGREEMENT AND SIGNATURE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU UNDERSTAND THAT YOU SHOULD NOT SIGN THE BUSINESS ONLINE BANKING APPLICATION AND/OR COMMERCIAL ONLINE STATEMENT DELIVERY AGREEMENT DISCLOSURE CONSENT FORM.

CONSUMER COMPLAINT PROCESS

The First State Bank of Uvalde is chartered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against the First State Bank of Uvalde should contact the Texas Department of Banking through on the means indicated below.

In Person or U.S. Mail: 2601 N Lamar Boulevard, Suite 300, Austin, Texas 78705-4294

Telephone Number: 1-877-276-5554

Fax Number: 512-475-1313

E-Mail: consumer.complaints@banking.state.tx.us

Website: www.banking.state.tx.us

First State Bank of Uvalde engages in the money transmission and/or currency exchanges business as an authorized delegate of American Express Travel Related Services Co., Inc and Traveler's Express CO., Inc under Chapter 151 of the Texas Finance Code. After first contacting First State Bank of Uvalde, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to the Texas Department of Banking.

First State Bank of Uvalde
200 East Nopal Street
Uvalde, TX 78801

ACCOUNT HOLDER(S)

FINANCIAL INSTITUTION

Automatic Transfer Authorization

In this authorization, the words "we," "our," or "us" mean the Financial Institution and the words "you" or "your" mean the Account Holder(s). Text following a box which is not checked does not apply to this agreement. You authorize us to make the following transfer of funds:

From Debited Account:

Account No.:
Account Title:

Type

☐ Savings/Share ☐ Checking/Share Draft ☐ NOW
☐

To Credited Account:

Account/Loan No.:
Account Title/Loan Description:

Type

☐ Savings/Share ☐ Checking/Share Draft ☐ NOW ☐ Club Acct.
☐ Safe Deposit Fee ☐ Mortgage Loan Payment
☐ Installment Loan Payment
☐

We will make transfers on the following basis:

☐ **PERIODIC TRANSFERS.**

Amount to be Transferred \$

Effective Date

Termination Date

Frequency: ☐ Weekly ☐ Monthly ☐

If a transfer date is a non-processing day for us then the transfer will be made on the first processing day ☐ before ☐ after the scheduled transfer date.

☐ **MAINTENANCE TRANSFER OF FUNDS.**

You authorize us to access your Debited Account when the account balance of your Credited Account falls below a minimum of \$ _____ and to transfer and deposit funds from the Debited Account to the Credited Account. The amount we can transfer shall equal the amount necessary to raise your Credited Account balance to equal or exceed the minimum balance (if any). We will make all transfers in multiples of \$ _____

In addition, you authorize us to charge your ☐ Debited Account ☐ Credited Account \$ _____ for each

☐ **INSUFFICIENT FUNDS TRANSFER.**

You authorize us to access your Debited Account and to transfer and deposit money into your Credited Account to cover each overdraft on your Credited Account. We will make all transfers in multiples of \$ _____

In addition, you authorize us to charge your ☐ Debited Account ☐ Credited Account \$ _____ for each

By signing below, you agree to all the terms and conditions, and acknowledge receipt of a copy, of this Authorization.

Signature _____

Signature _____

Authorization Number: _____

Date: _____

TERMINATION OF THIS AGREEMENT. Any one of you may cancel this agreement by giving us written notice. Your notice will be effective () days after we receive it.

Effective (date) the undersigned cancels this Automatic Transfer Authorization.

Signed _____

GENERALLY. The accounts listed in this Authorization are covered by their individual terms and conditions, unless modified by this Authorization. If a transfer is made from a savings account, we reserve the right to require not less than 7 days written notice of withdrawal.

You agree to keep enough money in your Debited Account to cover the transfers you request by this Authorization. If your Debited Account balance is insufficient to cover the transfers you authorize, we may cancel this Authorization immediately without notice. We may use our rights and remedies under applicable law and our rules and regulations governing these types of accounts. These may include returning your checks or drafts unpaid and closing your account(s) by mailing a proper notice to you with a check or draft equal to the balance in the account.

You agree, in consideration of this service rendered by us, to indemnify (repay us for any loss) and hold us harmless (release us from any responsibility) from any liability or loss occurring due to the dishonor of any check or draft presented which results from any transfer or charge made or refused to be made by us under this Authorization. You agree to abide by our rules and regulations governing your account(s) as stated on your account agreement and as amended from time to time. We may take any security measures that we believe are necessary (such as recording telephone transfer conversations) without notice to you.

LOAN PAYMENT AUTHORIZATION. If your Credited Account listed in this Authorization is a debt you owe us (e.g. a mortgage or installment loan), then you agree that we may continue to charge the Debited Account until the loan is paid or until you provide us with written notice of cancellation. You also agree that the Amount to be Transferred may be adjusted from time-to-time to reflect future changes in the payment amount (for example, for interest rate changes). We will provide you notice of any adjustments to the Amount to be Transferred as required by law.

If your Debited Account does not have a sufficient balance on a day that a payment is to be debited, we may stop further efforts to debit your Debited Account and ask you for the payment and all subsequent payments until all payments under the loan are current. We will not use the availability of any credit line that you may have with us in determining whether your Debited Account has a sufficient balance. At our option and discretion, we may resume charging the Debited Account without further instruction from you once all payments are current. If we do not resume charging your Debited Account, we will notify you in writing that we have cancelled this Authorization. Cancellation of this Authorization does not excuse you from making timely payment under the terms of the loan.

AMENDMENTS AND TERMINATION. We will give you reasonable notice when we amend this Authorization. If this Authorization needs to be amended because of a change in State or Federal law, the change shall be effective immediately without notice. If no termination date is specified in this Authorization, this Authorization will remain in effect until terminated by any one of you. We may terminate this Authorization by giving you written notice at the address stated in this Authorization. Any notice will be effective immediately when mailed or delivered by us. Notice to any one of you is notice to all of you.



"The best is yet to come!"
Since 1907

FIRST STATE BANK OF UVALDE POSITIVE PAY AGREEMENT

This Positive Pay Agreement ("Agreement") is by and between First State Bank of Uvalde ("FSBU"), with its principal place of business at, 200 E. Nopal, Uvalde, TX 78801-5332 and _____ ("Client"), with its principal place of business at, _____.

RECITALS

- 1.) Client wishes to begin using the First State Bank of Uvalde Positive Pay feature. You agree to abide by the rules set forth below now in effect or as they may be changed from time to time.

AGREEMENT

- 1.) **Introduction.** The Positive Pay feature verifies the client's uploaded Positive Pay issued check files against check(s) being presented to us for payment. Any paper item presented to us for payment that does not match the uploaded Positive Pay issued check files will be an exception or violation. The following sets forth the description of an exception or violation:
 - a) Items presented for payment through our in-clearings (deposited items) not matching your issued check file will be exceptions. You will have an automated option within your business online banking profile to work with your exceptions as they arise. It is your responsibility to work your Positive Pay exceptions each business day prior to the 10:30 a.m. (CST) deadline. For purposes of this agreement, a business day is defined as every day except Saturdays, Sundays and federal holidays.
 - b) Items present to us for immediate payment (cashing a check at the bank) not matching your issued check files will be a non-exception. A bank representative may contact you by phone for instruction on a Positive Pay non-exception, we will return or refuse to pay the item. Authorized Representatives are designated below.
- 2.) **Online Banking.** You may access Positive Pay via the Bank's website www.fsbuvalde.com. You must have a business online banking profile to use Positive Pay. You will be required to use a Soft Token for password access as an added layer of security. Users and their credentials are managed by the Online Banking Department and access to those credentials are limited to select members of Bank personnel. In the event that a device where a token is installed is lost or stolen, or you experience staff turnover, commercial users must contact the Online Banking Department immediately.

- 3.) **Uploading check files.** The Positive Pay issued check file must be uploaded to our system immediately after issuing checks but not later than 5:00 p.m. (CST) daily. The system will then use that information against the checks posting to the user's account(s). Any items that do not match the customer's uploaded check files will be on the Exceptions Report. The user may access the Positive Pay Exceptions Report every morning via our online banking portal. The report will be made available to the user by 6:00 a.m. An authorized user may then make the day's "pay" or "return" decisions online and return checks that are not valid. Any items not decided by the user by the cut-off of 10:30 a.m. will be paid or returned by default per selection on Positive Pay Application.
- 4.) **Software.** It is not required that you have any type of accounting software to utilize this feature because you will also be able to do a manual upload of the Positive Pay issued check file to our system using any spreadsheet program used to prepare the file. If you do have software that will create a Positive Pay issued check file, our system can be customized to fit your software formatting requirements. You must send us a test file so that we can input your file's format into our system to allow you to upload. You must also provide a list of all outstanding checks at the time you begin using this service. The file should at a minimum include the issue date, check number, and dollar amount of each check.
- 5.) **ACH Entries.** Positive Pay will not stop the payments of checks that have been converted to ACH entries. ACH Rules prohibit the conversion of business checks if they meet the standards published in the ACH Rules. You are responsible for assuring that your checks meet these standards to utilize the Positive Pay feature. Tell us at once if you believe a check has been improperly converted to an ACH entry.
- 6.) **Ordering Checks.** We encourage you to use Harland Clarke for your check printing needs to assure that your business checks meet the standards in the ACH rules. If you order or print business checks from any check-printing vendor other than Harland Clarke, you agree to insure the MICR encoding ink is of high quality. Not using business checks with high quality MICR ink could result in a large number of Positive Pay violations and high costs to you.
- 7.) **Notices, Instructions, Etc.**
 - a) Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
 - b) We shall be entitled to rely on any written notice or other written communication believed by us in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth below. You may add or delete any Authorized Representative by written notice to us signed by at least two (or one, if only one exists) Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of our receipt.

- c) Except as otherwise expressly provided herein, any written notice or communication shall be delivered, or send to:

Attention: Online Banking Department

First State Bank of Uvalde

200 East Nopal St.

Uvalde, Texas 78801

And, if to Company, addressed to:

Attention: _____

Company: _____

Address: _____

City, State & Zip: _____

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 8.) **Periodic Statement.** The periodic statement issued by us for your account will reflect entries credited and debited to your account. You agree to notify us promptly of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify us within 30 days of receipt of a periodic statement, you agree that we shall not be liable for any other losses resulting from your failure to give such notice. In addition, you can us Centrix to view daily transactions on your account.
- 9.) **Fees.** The fees for this service are: \$50 per month per account using the Positive Pay feature.
- 10.) **Disclaimer of Warranty.** YOU ACKNOWLEDGE THAT THE INFORMATION FILE MUST BE PROVIDED IN A READABLE FORMAT TO INTERFACE WITH OUR COMPUTERS AND ASSUME THE RISK THAT OUR COMPUTER MIGHT NOT BE OPERATIONAL AT ALL TIMES. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, OUR COMPUTERS OR ITS USE AND HEREBY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.) **Liability; Limitations on Liability; Indemnity.**
- a) We shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for our gross negligence in performing those services. We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any issued check file received from you) or those of any other person. We are authorized by you to process transactions in accordance with the information that we receive in the issued file transmission from you. You shall be solely responsible for the information contained in the file and we shall have no responsibility for erroneous data provided by you. You will indemnify and hold us harmless from and against any loss, charge, liability, cost, fee pr expense (including attorneys' fees and expenses) we

suffer or incur resulting from any lawsuit, claim, arbitration or other action, actual or threatened, arising under or in connection with this Agreement, excluding those lawsuits, claims, arbitrations or other actions arising out of our gross negligence.

- b) In no event shall we be liable for any consequential, special, punitive or indirect loss or damage that you may incur or suffer in connection with this Agreement, including losses or damages from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.
 - c) We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, act of terror, emergency conditions or other circumstances beyond our control.
 - d) Our liability for loss of interest resulting from our error or delay, if any, shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At our option, payment of such interest may be made by crediting your Account.
- 12.) **Amendments.** From time to time, we may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in our notice to you.
- 13.) **Termination.** You and we may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of receipt of written notice of such termination or such later date as is specified in the notice. We reserve the right to terminate this Agreement immediately upon providing written notice of such termination to you. Any termination of this Agreement shall not affect any of our rights or your obligations arising prior to such termination, or your payment obligations with respect to services performed by us prior to the termination, or any other obligations that survive termination of this Agreement.
- 14.) **Entire Agreement.** This Agreement, together with the Account Agreement, is the complete and exclusive statement of the Agreement between you and us with respect to the subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us will constitute a modification of this Agreement or constitute an agreement between you and us, regardless of whatever practices and procedures you and us may use.
- 15.) **Assignment.** You may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent. We may assign this Agreement to an affiliate or any successor or assign.
- 16.) **Waiver.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement.
- 17.) **Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.

18.) **Severability.** If any provision of this Agreement shall be determined to be invalid, illegal or enforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

The following account(s) will be set up with Positive Pay:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Representatives:

<u>Signature</u>	<u>Name</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the date first above written.

Company: _____

By: _____

Title: _____

Bank: First State Bank of Uvalde

By: _____

Title: _____

**FIRST STATE BANK OF UVALDE
MERCHANT REMOTE DEPOSIT AGREEMENT**

This Remote Deposit Check Capture and Remote Item processing Agreement, ("AGREEMENT") is entered into by and between First State Bank of Uvalde (Bank), with its principal place of business located at 200 E. Nopal Street, Uvalde, Texas 78801, and _____, with its ("Company" or "Customer")

principal place of business located at _____.

Capitalized terms which are used, but not otherwise defined herein, shall have the meanings set forth on Exhibit "A".

(1) Hardware and Software

1.1. Equipment. Company shall obtain their own Bank Approved/Compatible scanner and related equipment for use with the First State Bank of Uvalde Remote Deposit check capture service. The bank shall not be responsible for any errors or failures relating to any malfunction of the Equipment nor for any computer virus or related problems that may be associated with the use of the Equipment. Bank shall have the right, in its discretion, to make future changes to The First State Bank of Uvalde Remote Deposit check capture service that may result in the incompatibility of certain Equipment and Bank shall have no duty to update or replace any Equipment purchased by the Company in the event of such a change. In no event shall Bank be liable to Company for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the Company's use, or inability to use, or installation of, the Equipment, or for any claim by another party relating thereto.

1.2. Services. Bank will provide to Customer the remote deposit Product and Services as described in this Agreement to enable Customer to transmit Imaged Items to Bank or the Bank's designated processor to be cleared as Substitute Checks or Image Exchange Items. Bank and Customer will comply with the terms and provisions of this Agreement with respect to the use of the Product and the performance of the Services.

1.3. Implementation. Customer will capture digitized images of Checks using Software and Equipment provided by the Bank. Equipment, in this case, shall include the scanner. Any Software necessary or provided by the Bank shall be maintained by Customer, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Bank. Customer shall transmit its output files as provided in the Documentation.

1.4. Requirements. Customer will use the Product and Services, including the entering, processing and transmittal of Imaged Items, in accordance with the Documentation. In addition, Customer will provide, at its own expense, an Internet connection, such as via a digital subscriber line ("DSL") or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible Web browser, and other equipment and supplies required to use the Service, all of which must satisfy any minimum requirements set forth in the Documentation or as otherwise may be acceptable to Bank. Customer will provide, or obtain from another party selected by Customer at Customer's expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Service, including without limitation troubleshooting Internet connectivity issues with Customer's internet service provider ("ISP"), and Bank will not be responsible therefore.

1.5. Communications Security Software. At any time during the term of this Agreement, Bank may require, in its sole discretion, the use of Software in connection with the product and Services. The specific type of required Software may change, in the sole discretion of the Bank, from time to time. Any time that new or additional Software is required in connection with the Services to be provided hereunder, Bank will provide to Customer a copy of the Software, or alternatively, with instructions on how to obtain the necessary Software.

1.5a. To the extent the Bank requires the use of any Software in connection with the Service, Customer will implement and use that Software, in accordance with the instructions and procedures set forth in the Documentation and any applicable materials relating to the Documentation, to transmit output files to Bank or to Bank's designated processor.

1.5b. (i) The Customer must install, maintain and regularly update a commercially reasonable antivirus software program ("Anti-Virus Software"). The Anti-Virus Software must be configured with the Anti-Virus Software vendor's defaults or more restrictively, not less; i.e., the software must not be disabled or configured such that protection is weakened. Regular (weekly) full system scans should be run. This is generally available through a scheduler built into the Anti-Virus Software. Automatic updates to the Anti-Virus Software's ability to detect malware should generally happen daily, if not more often and should usually not require Customer intervention. **(ii)** The Customer must, at a minimum, install, enable and maintain a commercially reasonable firewall on the Remote Deposit Capture (RDC) machine. If the Customer's RDC machine is running Windows Vista or later, the built-in Windows Firewall is an acceptable option. A second layer of firewall should be considered at the customer's logical interface to the Internet (e.g., wired/wireless router). **(iii)** The Customer must also ensure that all applicable Software patches are regularly applied, whether automatically using Windows Automatic Updates, or some other mechanism. Other Software must be patched as needed, such as non-Microsoft browsers (e.g., Firefox), media players (e.g., iTunes, RealPlayer, etc.), document readers (e.g., Adobe Reader), web content rendering programs (e.g., Adobe Flash, Adobe Shockwave, Sun Java, etc.).

1.5c. Customer acknowledges that (i) its license to any Software that may be required for the Service is directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Customer or otherwise provided to Customer, (ii) Bank may provide certain "first level" support to Customer with respect to the Software, but that Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to Customer with respect to the Software, and (iii) Customer will look strictly to the Software provider, or its successors, with respect to, and Bank will not be responsible for, any issues concerning the Software that cannot be satisfactorily resolved with Bank's assistance.

1.5d. Customer hereby agrees to use the Software solely for the purpose of transmitting output files to Bank or to Bank's designated processor consistent with this Agreement and not for communications with any other party. Customer agrees not to allow access to the Software or the use of the Product by any person other than Customer or its authorized representatives or employees, and will only process Items arising from a transaction or obligation between Customer and its direct payor.

1.5e. Customer will promptly return all copies of the Software and Documentation, including materials related to the Documentation, to Bank upon termination of this Agreement.

1.5f. Customer will not reproduce the Software or other functionality, or content included or used for the Service or on which the Service is based. Additionally, Customer will not decompile, reverse engineer or disassemble the Software or otherwise attempt to derive computer source code from the Software functionality of the Service.

1.5g. Bank may, from time to time, require and change the Software used in connection with the Services. Customer will be responsible for installing and implementing such changes to the Software within five (5) days following notice of such change.

1.6 Customer Hardware and Software Obligations

1.6a. To utilize the Product and Services provided hereunder, the Customer will be set up on the "First State Bank of Uvalde Remote Capture User Site" by a Bank administrator.

1.6b. The Customer agrees to use a Bank Approved scanner provided by the customer.

1.6c. Customer agrees that it will only use authorized Equipment and Software in connection with the Product and Services. In addition, the Customer agrees that it will not bypass, override or disable any security mechanisms within the Equipment or Software, nor will it make any attempt to do so.

1.6d. Customer has the ongoing responsibility to ensure that all the Equipment is clean and operating properly.

1.7 Remote Deposit Capture Training for Customers

1.7a. Customer training related to the Product and Services will be provided by the Bank. Such training will include system training, a user guide, and instructions on how to install the scanner (if not done by Bank employee). The Bank will provide Customer with instructions on retention and destruction of checks, endorsements, limits, funds availability, and confidentiality. These instructions are included in the "Merchant Remote Deposit Guide" and in this Agreement.

1.7b. Customer agrees to and understands that the Bank has the right to perform periodic audits of files and procedures related to Items transmitted by the Customer as well as to conduct any follow-up risk assessment in relation to the Customer, any Items transmitted by the Customer or any other matter related to the Product or Services as the Bank deems appropriate in its sole discretion. Customer will take all reasonable steps necessary to cooperate with the Bank in connection with such audits and to provide Bank with access to its Software, Equipment, books and records that are related to the Product and Services as may be reasonably requested by the Bank in connection with the audits described herein.

1.7c. Customer hereby agrees and acknowledges that it has been provided with a copy of the, "Merchant Remote Deposit Guide" and that it has read and understands the complete contents of the same.

(2) Eligible Items

2.1. This Agreement limits the items that may be deposited by Customer pursuant to only cash items drawn on financial institutions within the United States. Any foreign items must be presented through normal collection procedures.

2.2. Customer hereby agrees that it will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Customer's Deposit Account Agreements.

2.3. Customer hereby agrees that it will (i) ensure that Checks are handled or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Original Checks as set forth in the confidentiality section of this Agreement and in the Documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.

(3) Image Quality

3.1. The quality of the check image is critical for both image exchange and for the creation of Substitute Checks. As required by Regulation CC, a Substitute Check must contain an accurate representation of all the information on the Original Check as a condition of legal equivalence. Accordingly, the Customer hereby agrees that it will ensure that all Checks deposited using the Product and Services will meet the standards described in this Section 3.

3.2. Customer agrees that it will only submit Checks for processing to Bank that meet the definition of "Check," as set forth in Exhibit A hereto, and that it will ensure such Checks meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established by Bank or applicable law. Customer agrees that it will not process any third-party Checks using the Product or Services. Bank's processing of any Imaged Item that does not satisfy the requirements set forth herein ("Non-qualifying Items") shall not constitute a waiver by Bank or obligate it to process such Non-Qualifying Items in the future. Bank may discontinue processing of Non-Qualifying Items at any time, without cause and without prior notice to Customer.

3.3. All Items transmitted by Customer using the Product and Services must satisfy the following minimum standards:

3.3a. Checks must be written in blue or black ink.

3.3b. Handwriting on all Items must be legible.

3.3c. The MICR line on all Items must appear clearly and must be complete.

3.3d. Checks must have watermarks on the back.

3.3e. Imaged Items must clearly display: the MICR line, signature, date, payee, amount, and both sides of the Check.

3.4. Customer agrees that it will ensure that the Equipment for the Service is clean and operating properly, and that it will inspect and verify the quality of all Imaged Items to ensure that the digitized images of Items are legible for all posting and clearing purposes.

(4) Receipt of Files

4.1. Bank will maintain the appropriate Account for Customer to receive credit and provide other specific information required by Bank related to the Service. As set forth in this Agreement, all deposits received by Bank are accepted subject to Bank's verification and final inspection, and may be rejected by Bank in Bank's sole discretion. All deposits are subject to the terms of the First State Bank of Uvalde Deposit Account Agreement between Bank and Customer.

4.2. Customer shall be responsible for verifying Bank's receipt of Customer's transmission(s) by verifying that deposits have been posted to the appropriate Accounts and Customer shall cooperate fully with the Bank in any investigation related to the Product or Services or to resolve any unsuccessful or lost transmission with the Bank.

4.3. Imaged Items processed for deposit through the Service will be deemed to have been received by Bank for deposit at the time the Imaged Items are physically received and accepted at the location where Bank or its designated agent posts the credit to the Account. A deposit of Imaged Items will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: (i) Bank has preliminarily verified that the image quality of the Imaged Items is acceptable to Bank in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by Bank for deposit may be rejected by Bank in Bank's sole discretion.

4.4. Items will be processed and ready for presentment by Bank after Bank receives all digitized images and associated data for any given transmission from Customer that satisfy the standards set forth in this Agreement. Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period following such receipt.

4.5. If under Paragraph 4.3 above, an Imaged Item is not accepted for deposit, Customer may then submit the Original Check to Bank for processing or contact the maker to reissue the Check. If Customer submits the Original Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require Customer to have the maker reissue the Check.

4.6. Bank may, in its sole discretion, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Bank may from time to time establish or modify established

exposure limitations for Customer (or for all Customers in the aggregate) and Customer hereby acknowledges and agrees that its use of the Product or Services as contemplated by this Agreement will be subject to such exposure limitations.

(5) Deadlines and Missed Deadlines

5.1. The Service is available for use only on Business Days during the times and prior to the Deadline set forth in the Documentation, except during maintenance periods, or such other hours as established by Bank from time to time. Transmissions processed after the Deadline on a Business Day, or on any day that is not a Business Day will be treated as occurring on the next Business Day.

5.2. The Deadline for the Services is set forth in the Documentation and is defined in Exhibit A hereto. Deposits made after the Deadline on any Business Day or on non-business days, (Saturday's, Sunday's

and legal holidays) will be considered made on the next business day.

5.3. Customer understands and agrees that it is Customer's responsibility to be aware of and build into its transmission schedules the appropriate deadlines necessary to meet the Deadline for the Services as set forth in the Deposit Account Agreements, the Documentation or as otherwise established or modified by Bank from time to time. Customer understands and agrees that it is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

(6) Deposit and File Limits

6.1. Bank reserves the right to establish and modify, in its sole discretion, both Item and amount limits for Customer with respect to the Services. These Item and amount limits can consist of but may not be limited to: single Item limits, daily limits, and weekly limits. Bank also holds the right to change these limits at any time.

6.2. Unless otherwise modified by the Bank in writing, the First State Bank of Uvalde Remote Capture single item limit is \$2,500.00.

6.3. Unless otherwise modified by the Bank in writing, The First State Bank of Uvalde Remote Capture daily limit is \$2,500.00.

6.4. Unless otherwise modified by the Bank in writing, The First State Bank of Uvalde Remote weekly limit is \$17,500.00.

6.5. If the Customer exceeds any of the Bank's limits as set forth above (or as may be modified by Bank in writing from time to time), such Customer will be required to contact Bank for its prior approval to deposit them remotely, which approval will be in the Bank's sole discretion.

(7) Method of Presentment of Items

7.1. For all Imaged Items processed by Customer pursuant to this Agreement, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. Bank may, in its sole

discretion, determine the manner of processing of all Items. All such processing and presentment shall be completed in accordance with timeframes and Deadlines set forth in the Documentation and as otherwise established by the Bank from time to time.

7.2 All deposits transmitted to the Bank using the Product and Services are subject to the terms of the First State Bank of Uvalde Deposit Account Agreement between the Customer and the Bank.

(8) Availability of Funds

8.1. Customer's Account will be provisionally credited upon Bank's acceptance of Imaged Items for deposit which are received by Bank from Customer through the Service.

8.2. Availability of funds from Items processed under this Agreement will be subject to the funds availability schedule of First State Bank of Uvalde, which has been provided to Customer and which may be amended without notice.

8.3. Availability of funds from Items processed under this Agreement will be subject to terms of the First State Bank of Uvalde Deposit Account Agreement between the Customer and the Bank.

(9) Warranty and Indemnification

Customer Representations and Warranties. Customer hereby makes the following representations and warranties to Bank with respect to each Item processed by Customer pursuant to this Agreement:

9.1. The Imaged Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Imaged Item;

9.2. The Imaged Item contains all endorsements applied by parties that previously handled the Item in any form for forward collection or return;

9.3. All encoding, transfer, presentment and other warranties made under applicable law as Bank is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

9.4. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise, and Customer hereby assumes full responsibility for any such duplicate presentment of any Check.

9.5. All information provided by the Customer to the Bank in connection with the Product or Service is true, accurate and correct.

9.6. **Fees.** Customer hereby agrees that it will pay to Bank the initial setup and service fees listed in Bank's Schedule of Fees to be provided to Customer. Customer acknowledges and understands that Bank may increase, alter, add or otherwise change fees and other amounts payable pursuant to this Agreement by Customer upon thirty (30) days' notice.

9.7. Customer Identification. Customer agrees, to the extent allowed by Texas State law, that it will indemnify and hold harmless, the Bank, its licensors and providers of the Product and Services, and its and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf (including without limitation Customer's authorized processor, if any), in connection with Customer's use of the Product or Services or processing of Items under this Agreement, including without limitation: (a) the breach by Customer of any provision, covenant, representation or warranty of this Agreement; (b) the negligence or willful misconduct (whether by act or omission) of Customer or its Customers or any third party on behalf of Customer; (c) any misuse of the Product or Services by Customer, or any misuse by any third party of the Product or Services within the control or on behalf of Customer; (d) the failure by Customer to comply with applicable state and federal laws and regulations related to its use of the Product or Services; or (e) any fine, penalty or sanction imposed on Bank by, any clearing house or any governmental entity, arising out of or connected with any Item processed by Bank for Customer or at Customer's instruction; (ii) any act or omission of Bank that is in accordance with this Agreement or instructions from Customer; (iii) actions by third parties, including, but not limited to, the introduction of a virus that delays, alters or corrupts the transmission of an Imaged Item to Bank; (iv) any loss or corruption of data in transit from Customer to Bank; (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by Customer under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (vi) any claims, loss or damage resulting from Customer's breach of, or failure to perform in accordance with, the terms of this Agreement.

9.8. Compliance with Law. Customer hereby agrees that it will comply with all laws, rules, and regulations applicable to Customer, to the business and operation of Customer, and to the Products and Services, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by any image exchange network through which Image Exchange Items are processed pursuant to this Agreement. Customer acknowledges and agrees that it shall have the responsibility to cooperate with Bank in fulfilling any compliance requirement or obligation that Bank and/or Customer may have with respect to the Service under all applicable U.S. federal and state laws, regulations, and rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department or any other governmental agency to implement such Acts, as the same may be amended from time to time.

9.9. Disclaimer. BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. BANK AND ITS LICENSORS HEREBY DISCLAIM, AND CUSTOMER HEREBY WAIVES AND RELEASES BANK, ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER

BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED.

(10) Maintenance, Retention and Destruction of Original Items

10.1. Customer hereby agrees that it will retain each Original Check in accordance with the Documentation. Customers will store Original Checks in a safe and secure environment for such time as Customer deems necessary and advisable, which time shall not be less than one hundred eighty (180) days from the date of the transmission of such Original Check to the Bank using the Product and Services. Customer hereby agrees that it will take all appropriate security measures to ensure that: (a) only authorized personnel will have access to Original Checks; and (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties. Customer agrees that it will promptly (but in any event within five (5) Business Days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to Bank as the Bank may request from time to time in order to aid Bank in the clearing and collection process, to resolve claims by third parties with respect to any Item, or as Bank otherwise deems necessary in its sole discretion. Customer agrees that it will use a commercially reasonable method which is consistent with any requirements of Regulation CC, and approved by Bank, to destroy Original Checks after Customer's retention period has expired.

10.2. Bank may, in its sole discretion, conduct an on-site safety and soundness review, at any time and from time to time, of the Customer's place of business to ensure compliance with the provisions of this Agreement. Customer agrees that it will cooperate with Bank in connection with such on-site safety and soundness review and will provide Bank with access to its books and records related to the Product and Services to the extent necessary for Bank to ensure that Customer is in compliance with the requirements of this Agreement.

10.3. In connection with Bank's entry on the premises of Customer for the purposes of (i) installation of the Equipment and Software for the Service (if applicable); (ii) conducting an on-site safety and soundness review pursuant to Section 10.2 hereof; or (iii) providing support to Customer pursuant to Section 1.5c, Bank shall not be liable or responsible to Customer or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Customer's system, including any of the foregoing which allegedly delay, alter or corrupt the data of Customer, whether related to the transmission of Imaged Items or other data to Bank or whether caused by the Equipment, Software, Bank, Internet service providers, Internet browsers, or other parties providing communication services to or from Bank to Customer.

(11) Return Items

11.1. Customer understands and hereby acknowledged and agrees that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to Customer and that Customer's Account will be charged for the amount of the Item plus any associated fee as disclosed in Bank's schedule of fees. Bank's right to charge the Account of Customer will apply without regard to whether the Item is timely returned to Bank or whether there is any other claim or defense that the Item has been improperly returned to Bank.

11.2. Consistent with the requirements of the Check Clearing for the 21st Century Act ("Check 21"), for any return items, the Customer will receive an image of the Original Check or Substitute Check as the charged-back item. Please refer to First State Bank of Uvalde's Substitute Check Policy Disclosure in the Deposit Account Agreements for information regarding substitute checks.

11.3. Bank will process any returned Items in accordance with applicable law and pursuant to the Deposit Account Agreement between Customer and Bank.

(12) Contingency Plan

12.1. Bank may add, delete or change the features or functions of the Service, at any time at Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Customer's usage of the Service, Bank agrees to notify Customer of the change in advance. Otherwise, Bank will notify Customer of the change as soon as reasonably practicable after such change is implemented, which notice may be given electronically. Bank may cause the Service to be temporarily unavailable to Customer, either with or without prior notice, for site maintenance, security or other reasons, and Customer acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Customer. Customer may deposit Original Checks and other items to any deposit Account at Bank in person or in any other manner permitted by the existing Deposit Account Agreement between Customer and Bank, and Customer hereby agrees that they will be responsible for maintaining procedures and facilities that will enable Customer to do so if the Service is unavailable to Customer for any reason.

12.2. Bank shall be excused, and shall not have any liability to Customer, for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In the event of any of the foregoing failure or delays in connection with the Product or Services, Customer acknowledges that it may instead deposit directly with Bank any Original Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Product and Services. In addition, Bank shall be excused, and shall not have liability to Customer, for failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines, or if such presentment would otherwise result in the Bank's violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other governmental authority having jurisdiction over Bank.

(13) Errors or Discrepancies

13.1. Customer hereby agrees that it will carefully examine notices and statements sent to the Customer by the Bank. Customer agrees that it will report any errors to the Bank within thirty (30) days from the date of such notice. For any errors not reported within the specified timeframe, the Bank will consider the transaction correct and the Customer will be prohibited from making a claim against the Bank for such error.

13.2. Bank's obligations with respect to errors or omissions in data transmitted or printed by Bank in connection with this Agreement will be limited to correcting the errors or omissions upon discovery. Correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution.

(14) Financial Information

14.1. Customer hereby agrees to promptly submit to Bank any financial information that is reasonably requested by Bank.

14.2. Customer hereby agrees to notify the Bank, within five (5) Business Days, of any material change in its locations, transaction volumes or financial condition.

(15) Other Provisions

15.1. Confidentiality & Security. Customer hereby agrees that it will (i) limit access to any passwords and equipment to persons who are authorized by Customer to access its Account and who have a need for such access; (ii) closely and regularly monitor the activities of employees who access the Service; (iii) notify Bank immediately if Customer has any reason to believe the security of confidentiality required by this Agreement has been or may be breached or compromised; and (iv) immediately change its passwords or access codes that are used to access the Services if Customer knows or suspects that the confidentiality of such passwords or access codes has been compromised in any way. Security procedures are not designed for the detection of errors, *e.g.*, duplicate transmissions of Imaged Items or errors in information provided to Bank. Bank shall have no obligation to detect errors by Customer.

15.1a. Customer agrees that it shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by the Bank or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. Customer assumes full responsibility for the consequences of any missing or unauthorized use of, or access to, the Service, or disclosure of any confidential information or instructions by Customer, its employees and agents.

15.1b. Customer agrees that it shall comply with online instructions for using the Product and Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, Equipment, and other proprietary property or information provided to it in connection with the Service.

15.1c. Customer agrees to change the password(s) and access codes for the Services periodically, including when prompted by the system and/or when anyone who has had access to such password(s) or access codes are no longer employed or authorized by Customer to use the Product and Service.

15.2. Bank's Liability. Customer hereby agrees and acknowledges that Bank shall not be liable to Customer for any of the following in connection with the Product or Services: (i) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provides to Bank; (ii) any unauthorized actions initiated or caused by Customer or its employees or agents; (iii) the failure of any third person or vendor to perform satisfactorily; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason, including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) Customer's or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems; or (vii) if Customer does not follow or comply with its obligations, covenants, representations or warranties as set forth in this Agreement.

15.2a. Except as otherwise specifically provided in this Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages.

15.2b. Customer and Bank acknowledge and agree that the limitations of liability in this Section are a bargained for allocation of risk and liability and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this Agreement without the limitations of liability set forth in this Section.

15.3. Term and Termination. The term of this Agreement will commence upon full execution of this Agreement and will continue thereafter until terminated as follows:

15.3a. Customer may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to Bank.

15.3b. Bank may terminate this Agreement at any time immediately upon notice to Customer, (including, without limitation if Bank discovers any breach of this Agreement by Customer, willful misconduct, bad checks or fraudulent activities on the part of Customer or any other party with respect to Items process by Customer under this Agreement). Bank may terminate this Agreement at any time, immediately and without notice to customer if such termination is required or recommended by any governmental agency having jurisdiction over Bank.

15.3c. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same. Upon termination, Bank may terminate Customer's access to the Product and Services, and Customer agrees that it will terminate its access to and use of the Product and Services, except to the extent necessary to process and collect Items that were in process prior to the termination date. Within seven (7) days after termination of this Agreement, Customer will, at its expense, promptly uninstall and remove all Software provided for the Service from its computers.

15.4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, Bank may assign or transfer this Agreement, by operation of law or otherwise, and without Customer's consent, to any person that becomes the successor entity of Bank, in connection with a change of control (which shall include a direct or indirect transfer of all or substantially all of Bank's stock or assets to a third party, a merger, reorganization or other such transaction, or any such transaction by a parent corporation of Bank) and Customer hereby consents to such assignment or transfer in advance. The legal successor(s) resulting from such assignment or transfer will succeed to and be bound by this Agreement. Bank may subcontract any of the obligations, services, or other performance required of Bank under this contract without the consent of Customer.

15.5. Consent to Breach Not Waived. Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

15.6. Notices. Notices delivered to either party pursuant to this Agreement must be in writing, must be delivered according to clause (a), (b), (c) or (d) below, and must be delivered to the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of (a) sending by regular U.S. mail, (b) delivery by a nationally recognized overnight courier, (c) delivery by certified mail, return receipt requested, or (d) delivery by electronic communication (to the extent agreed by Customer and Bank).

15.7. Force Majeure. Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders,

judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

15.8. Entire Agreement Amendment. Bank may amend this Agreement at any time and from time to time as determined in its sole discretion and without prior notice to Customer. Such amendment will be deemed to become effective upon notice of such amendment to Customer. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

15.9. Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

15.10. Applicable Law. This Agreement will be governed by federal law, and to the extent not preempted, by internal laws of the State of Texas (without regard to that state's principles of conflicts of law).

15.11. Arbitration. Either Customer or Bank may request (before or after judicial proceeding have commenced) that any controversy or claim related to this Agreement be settled by mandatory and binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association (the 'AAA'). In that case, all statutes of limitation that would otherwise apply will continue to apply and the arbitration will be conducted in Uvalde, Texas by a single arbitrator. The arbitrator(s) may (a) order discovery to be conducted in accordance with the Federal Rules of Civil Procedure and (b) make summary rulings such as summary judgments and orders of dismissal after a party submits a motion to dismiss; any arbitration award will be final and binding. This agreement to arbitrate does not prevent either Bank or Customer from exercising self-help remedies such as setoff, or from foreclosing any lien or security interest it may have or from obtaining emergency court relief where it would otherwise be available. Controversies or claims involving ACH services will be settled by arbitration in accordance with the NACHA arbitration procedures.

15.12. Relationship of Parties. Nothing in this Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties hereto. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

15.13. Headings. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

**FIRST STATE BANK OF UVALDE
MERCHANT REMOTE DEPOSIT AGREEMENT**

Date: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**FIRST STATE BANK OF UVALDE
200 E. Nopal Street
Uvalde, Texas 78801**

Company

Contact Address

Name: _____

Title: _____

Date: _____

Signature: _____

(For Internal use only)

Name: _____

Title: _____

Date: _____

Signature: _____

Exhibit A Definitions

"ACH" means Automated Clearing House.

"Account" means the account of the Customer at the Bank that has been designated by the Customer for use in connection with the Product and the Services.

"Business Day" means a weekday when the Bank is open for regular business activity and excludes State and Federal holidays.

"Check" means an Original Check, as defined in Regulation CC, except that Check does not include a Substitute Check or a remotely created check.

"Confidential Information with respect to either party as recipient" means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information. The Documentation and any materials relating to the Documentation will be deemed the Confidential Information of Bank for purposes of this Agreement. Any nonpublic personal information regarding Customer's Customers shall be deemed the Confidential Information of Customer for purposes of this Agreement.

"Deadline" means the cutoff time established by the Bank, and as may be revised by the Bank from time to time, for the Merchant Remote Deposit service transmission.

"Documentation" means all documentation, application, user set-up form, system requirements guide, schedule of fees, the user manual, any other user guides/quick references, all instructions (including online instructions) relating to the Product and Services which Bank may provide to Customer from time-to time in connection with the Product or Services.

"Imaged Item" means the digitized image of a Check that is created by Customer and transmitted to Bank using the Service.

"Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

“Item” means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include non-cash Items or Items payable in a medium other than United States money.

“Non-cash Item” means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

“Original” with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

“Payor Financial Institution” means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

“Product” means collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Items, and includes without limitation the Services.

“Regulation CC” means 12 C.F.R. Part 229, as it may be amended from time to time.

“Services” means the services described in this Agreement, to be provided by Bank to Customer to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.

“Software” means any software which may be offered or required by Bank for use in receiving, validating and packaging images and data from a bulk file to be forwarded to Bank for additional processing.

“Substitute Check” means a paper reproduction of an Item that satisfies the requirements and definition of “substitute check” set forth in Regulation CC.

“UCC” means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.

“United States Financial Institution” means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

**First State Bank of Uvalde
Merchant Remote Deposit Deadlines
Holiday Schedule**

Deposit Deadline: The Remote Deposit deadline, ("Deadline") is 4:00 PM each Business Day, (Monday through Friday, excluding holidays). Deposits made after the Deadline on any Business Day or on non-Business Days, (Saturday's, Sunday's and legal holidays) will be considered made on the next Business Day.

Legal Holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

For Federal holidays falling on a Saturday, all Federal Reserve Banks and branches will be open for business on the preceding Friday. For Federal holidays falling on a Sunday, all Federal Reserve Banks and branches will be closed the following Monday.

**First State Bank of Uvalde
Merchant Remote Deposit
Schedule of Fees**

First State Bank will assess a charge of \$25.00/month for each scanner licensed by the bank to capture and submit deposits remotely.

FIRST STATE BANK OF UVALDE

CASH MANAGEMENT/ACH ORIGATION AGREEMENT

Cash management services are provided by the bank to customers and may include access to account Balance and Transaction history, Balance Transfers, ACH Origination, Wire Transfers through internet banking or other electronic means.

This Agreement, dated as of _____, _____ is between _____
("Company") and First State Bank of Uvalde ("Financial Institution").

- A. Company wishes to initiate Credit and/or Debit Entries ACH Origination by means of the Automated Clearing House Network Pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries. The Company agrees to comply with National Automated Clearing House rules and be bound by the Rules. NACHA rulebooks may be purchased through NACHA@http://www.nacha.org. The Financial Institution agrees to inform Company of revisions to the Rules of which the Financial Institution has knowledge.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution initiates each Entry.

AGREEMENT

1. **Transmittal of Entries by Company.** Company shall transmit credit and debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. Company agrees that its ability to originate entries under this agreement is subject to exposure limits as set by Financial Institution and may be amended from time to time with written requests from the Company and agreed upon by the Financial Institution.
 - (a) Standard Entry Class Codes (SEC) permissible for transmittal are as follows: Prearranged payment and deposit entries (PPD), Corporate Trade Exchange Entries (CTX), Corporate Credit or Debit Entries (CCD) and Tax Payment (TAX).
2. **Security Procedures.**
 - (a) Company and Financial Institution shall comply with the security procedures requirements described in Schedule B attached hereto with

respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error has been agreed upon between the Financial Institution and Company.

(b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures described in Schedule B. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time to prevent unauthorized transfers.

(c) **Company Responsibility for Physical and Logical Controls.** Company initiated Cash Management/ACH Origination has both physical and logical security risks due to its processing of sensitive information in electronic form. Basic security controls must be in place by company to ensure ongoing data confidentiality, integrity, and availability, as well as overall compliance with federal banking regulations. .

Company should implement the following controls at a minimum:

Below are the minimum-security controls that should be in place, regularly tested, and regularly reviewed by company personnel:

1. **Reasonable Physical Isolation-** The system used for conduction Cash Management/ACH Origination sessions should be sited in such a way that it is not easily accessed by unauthorized personnel.
2. **Access Control-**The Company should take reasonable steps to ensure a minimum of access control security for the system or systems used for Cash Management/ ACH Origination sessions. Specifically, the system should require a password for access and the Guest account should be disabled. The screensaver should also be enabled with a reasonable timeout (no more than 30 minutes) and lock so that a password is necessary to unlock it once engaged. If possible, the Company should prohibit use of the system used

for Cash Management/ACH Origination from being used for any other purpose. This reduces the opportunity for malware infection.

3. **Anti-virus Software**-The Company should install, maintain, and regularly update a commercially reasonable anti-virus software program.
 - The software should be configured with the software vendor's defaults or more restrictively, not less, i.e., the software must not be disabled or configured such that protection is weakened.
 - Regular (weekly) full system scans should be run. This is generally available through a scheduler built into the software.
 - Automatic updates to the software's ability to detect malware should generally happen daily, if not often, and should usually not require Company intervention.
4. **Firewall Software or Hardware**-The Company should, at a minimum, install, enable, and maintain a commercially reasonable software firewall on the system used for conducting cash management transactions. If that system is running Windows XP SP 2 or later, the built-in Windows Firewall is an acceptable option. A second layer of firewall should be considered at the customer's logical interface to the Internet (e.g., wired/wireless router).
5. **Patch Management**-The Company should ensure that all applicable software patches are regularly applied, whether automatically using Windows Automatic Updates, or some other mechanism. Other software must be patched as needed, such as non-Microsoft browsers (e.g., Firefox), media players (e.g., iTunes, RealPlayer, etc.) document readers (e.g., Adobe Reader), web content rendering programs (e.g., Adobe Flash, Adobe Shockwave, Sun Java, etc.).
6. The Company should restrict the number of users who have access to the Cash Management/ACH Origination features. It is in the customers best interest to enable dual control when initiating ACH entries from within internet banking.
7. The customer should follow up on ACH Origination with an out of band communication to the bank such as fax, email, or phone call.

3. Compliance with Security Procedures.

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not

authorized by Company, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedures referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of those security procedures, Financial Institution shall be deemed to have complied with that part of such procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature of Company sending such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedures referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedures.

4. Recording and Use of Communications. Company and Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Processing, Transmittal and Settlement by Financial Institution.

(a) Except as provided in Section 6, On-Us Entries and Section 7, Rejection of Entries, Financial Institution shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Financial Institution shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in Schedule A attached hereto **one business day** prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth on Schedule A on a business day, (ii) the Effective Entry Date is at least one(1) day after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement, Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution at the location set forth in Schedule A, and in the case of electronic

transmission, when the transmission (and compliance with any related security procedures provided for herein) is completed as provided in Schedule B.

- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Schedule A.

6. **On-Us Entries.** Except as provided in Section 7, **Rejection of Entries.** in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.
7. **Rejection of Entries.** Financial Institution may reject any Entry which does not comply with the requirements of Section 1, **Transmittal of Entries By Company,** or Section 2, **Security Procedures,** or which contains an Effective Entry Date more than one day after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, **The Account.** Financial Institution may reject any entry if Company does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by phone of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
8. **Cancellation or Amendment by Company.** Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting [or debiting] a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect the cancellation or amendment of Entry.

9. Notice of Returned Entries and Notifications of Change. Financial Institution shall notify Company by phone or email of the receipt of a returned entry from the ACH Operator no later than [one business day] after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Originator by phone or email of receipt of each return entry no later than one business day after the business day of receiving such notification from the ODFI.

Financial Institution shall provide Company all information, as required by the *NACHA Operating Rules*, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Financial Institution relating to Entries transmitted by Company. Financial Institution must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

10. Payment by Company for Entries; Payment by ODFI for Entries.

- (a) Company shall pay Financial Institution the amount of each credit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the **Settlement Date with respect to Financial Institution of** such credit Entry as Financial Institution, in its discretion, may determine.
- (b) Company shall promptly pay Financial Institution the amount of each debit entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.
- (c) Financial Institution shall pay Company the amount of each debit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as Financial Institution, in its discretion, may determine.
- (d) Financial Institution shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.

11. **The Account.** Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule D attached hereto (the "Account"). Company shall always maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution such information pertaining to Company's financial condition as Financial Institution may reasonably request.
12. **Account Reconciliation.** Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within thirty (30) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.
13. **Company Representations and Agreements; Indemnity.** With respect to each and every Entry transmitted by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of credit and debit Entries set forth in Section 1, **Transmittal of Entries By Company,** (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any U.S. laws, regulations, or orders applicable to the providers of ACH payment services, and (e) As required under UCC Article 4A, Company shall be

bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company shall indemnify Financial Institution against any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.

14. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.

- (a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timelines of transmittal or authorization of any Entry received from Company) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 14(a).
- (b) Financial Institution shall be liable only for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to this Agreement; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

- (c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's Control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U. S. governmental regulatory authority.
- (d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.
15. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the RDFI may be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.
16. Payment for Services. Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule C attached hereto. All fees and services are subject to change upon thirty (30) calendar days prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided forth in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").
17. Amendments. From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any part of Schedules A through D attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

18. Notices, Instructions, Etc.

- (a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- (b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule D attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least one Authorized Representatives other than that being added or deleted. Such notice shall be effective on the first business day following the day of Financial Institution's receipt thereof.
- (c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institution, addressed to:
First State Bank of Uvalde
200 E Nopal Street
Uvalde Texas 78801
Attn: Arely Salazar, Online Banking Manager / Officer
and, if to Company, addressed to:
- (d) Attn:
unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 19. Data Retention.** Company shall retain data on file adequate to permit remaking of Entries for five (5) business days following the date of their transmittal by Financial Institution as provided herein and shall provide such data to Financial Institution upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any

record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

20. **Tapes and Records.** All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.
21. **Evidence of Authorization.** Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.
22. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
23. **Termination.** Company may terminate this Agreement at any time. Such termination shall be effective on the first business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon provided written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.
24. **Entire Agreement.** This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be

deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company, regardless of whatever practices and procedures Financial Institution and Company may use.

25. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.
26. Waiver. Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
27. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.
28. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
29. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
30. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State Texas and any applicable U.S. laws.
31. Audit. The Financial Institution has the right to audit the Company's compliance with the origination agreement and the NACHA Operating Rules.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

FIRST STATE BANK OF UVALDE

By _____
Name _____
Title _____

Company
By _____
Name _____
Title _____

SCHEDULE A

Transmission Location and Formatting Instructions

All files will be formatted in a NACHA or other pre-approved format.
Transmission specifications will be established by First State Bank of Uvalde.

Personal Computer Transmissions

The Company will transmit files to First State Bank of Uvalde, Account Services Department, 200 E. Nopal Street, Uvalde, Texas 78801.

Hand-Delivered Files

The Company will deliver files to First State Bank of Uvalde, Account Services Department, 200 E. Nopal Street, Uvalde, Texas 78801.

ACH Processing Deadlines

Processing Deadline for:

Credit Entries

Transmission or hand delivery of a File: until 11:00 A.M. one (1) business days prior to effective date.

Debit Entries

Transmission or hand delivery of a File: until 11:00 A.M. one (1) business day prior to effective date.

"Business Day" is a day First State Bank of Uvalde is open to the public for conducting substantially all its business (other than Saturday, Sunday, or listed holidays).

"Effective Date" must be a business day, or the record will be processed on the first business day following the effective date.

Holiday Schedule (Non-processing Days)

New Year's Day
Martin Luther King Jr., Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

SCHEDULE B

Security Procedures

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

Personal Computer File Transmission

The Company's Authorized Representative will access the log on to Internet Banking utilizing the prearranged log-on procedures to transmit the ACH files.

The Company's Authorized Representative will provide the Financial Institution with verification of the totals contained in the transmission by sending a ACH File Transmittal Form to the Financial Institution's FSBU ACH Contact at fsbach@fsbuvalde.com. In the event that the Company or the Authorized Representative is unable to fax or email the information, the Company's Authorized Representative will telephone the financial Institution's FSBU ACH Contact with the verification and also mail the information as backup on the same day transmitted.

The Financial Institution will anticipate the receipt of an ACH Origination File from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company's Authorized Representative will notify the Financial Institution if a transmission will not take place on the prearranged scheduled processing date. The company is responsible for ensuring that the Financial Institution receives the transmission on each processing date indicated in the processing schedule.

The Financial Institution will verify that the file totals agree with the Company information given by fax, email, or phone. In the event of a discrepancy in the totals, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for FSBU ACH Origination payments and collections. The Company agrees to comply with written procedures provided by the Financial Institution for the creation, maintenance, and initiation of FSBU ACH Origination payments and collections.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the one personal computer licensed for use of the Program.

Hand-Delivered Files

The Company's Authorized Representative will hand deliver file(s) to the designated location. Each hand-delivered file will be accompanied by an ACH File Transmittal Form, signed by an authorized signatory of the account.

The Financial Institution will anticipate the receipt of a FSBU ACH Origination File from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company's Authorized Representative will notify the Financial Institution if a file will not be delivered on the prearranged scheduled processing date. The Company is responsible for ensuring that the Financial Institution receives the file in the FSBU ACH Origination processing area on each processing date indicated in the processing schedule.

The Financial Institution will verify that the file totals agree with the Company information in the ACH File Transmittal Form. In the event of a discrepancy in the totals, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

SCHEDULE C

Price Schedule

FSBU - ACH Origination (Payments / Collections)

Startup Fee	<u>\$75.00</u>
Software Licensing Fee/Start Up	\$ _____
Additional Software Training (if needed)	\$ _____
Monthly Maintenance	\$ _____
Per Transmission or File	<u>\$15.00</u>
Per Transaction Originated	<u>\$0.10</u>
Return Items/Notification of Change	\$ _____

SCHEDULE D
Accounts/Company Authorized Representatives

Account to Charge for ACH Origination:

Name Account No. / Tax ID #

Company Authorized Representatives:

The individuals listed below have authority to provide ACH Origination data to the FIRST STATE BANK OF UVALDE and may be referred to if the bank has problems with an ACH file.

Name/Title	Signature	Ph.#	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Authorized By:

Title: Date: _____

Fax #



YOUR DEPOSIT ACCOUNT BROCHURE

*Truth in Savings Privacy Notice Electronic Transfers Funds Availability
Unlawful Internet Gambling Transactions Check 21*

LOCATIONS, PHONE NUMBERS AND BANKING HOURS

FIRST STATE BANK OF UVALDE

200 East Nopal Street
Uvalde, Texas 78801
(830) 278-6231
Lobby: 9:00 am - 3:00 pm Monday - Friday
Drive-In: 9:00 am - 6:00 pm Monday - Friday

CARRIZO SPRINGS BRANCH

302 Pena Street
Carrizo Springs, Texas 78834
(830) 876-3593
Lobby: 9:00 am - 3:00 pm Monday - Thursday
9:00 am - 4:30 pm Friday
Drive-In: 9:00 am - 6:00 pm Monday - Friday
9:00 am - 1:00 pm Saturday

FRIO CANYON BRANCH - LEAKEY

243 South Evergreen Street
Leakey, Texas 78873
(830) 232-5224
Lobby: 9:00am - 4:00pm Monday - Friday
Drive-In: 9:00am - 4:00pm Monday - Friday
9:00am - 12:00pm Saturday

SABINAL BRANCH

504 North Center Street
Sabinal, Texas 78881
(830) 988-2465
Lobby & Drive In:
9:00 am - 3:00 pm Monday - Friday

24 HOUR PHONE BANK

Uvalde: (830) 278-4400
Carrizo Springs: (830) 876-5100
Online Banking & Bill Pay
www.fsbuvalde.com

CAMP WOOD BRANCH

308 North Nueces Street
Camp Wood, Texas 78833
(830) 597-2288
Lobby & Drive-In:
9:00 am - 3:00 pm Monday - Friday

CONCAN BRANCH

21238 Highway 127 West
Concan, Texas 78838
(830) 232-4490
Lobby & Drive -In:
9:00 am - 3:00 pm Monday - Friday

MAIN STREET BRANCH

2065 East Main Street
Uvalde, Texas 78801
(830) 278-6231
Lobby: 9:00 am - 5:00 pm Monday - Friday
9:00 am - 1:00 pm Saturday
Drive In: 9:00am - 6pm Monday - Friday

UTOPIA BRANCH

870 Main Street
Utopia, Texas 78884
(830) 966-3522
Lobby & Drive-In:
9:00 am - 3:00 pm Monday - Friday

ATM Locations - Not on Bank Premises

Uvalde

Mr. Cartender - 444 W. Main St.
Minits - 800 E. Main St.
Uvalde Memorial Hospital - 1025 Garner Field Rd.
Country Junction Minit-Mart#102 - 2204 Milam St.
Uvalde County Fairplex - 215 Veterans Ln.

Carrizo Springs

Dimmit Regional Hospital - 704 Hospital Drive
Carrizo Springs ATM - 1200 North 1st St.

Leakey

SOE Beverage Barn - 821 US-83

Dear Customer:

It is our pleasure to welcome you to First State Bank of Uvalde. Thank you for opening and keeping an account with us. We take great pride in being your local bank and look forward to many opportunities that lie ahead to help you achieve your financial goals. Since 1907, First State Bank of Uvalde has maintained a reputation of integrity and stability, with a commitment to relationship banking, community outreach and added value service. We remain strong, sound, and secure. Federal and State banking laws govern much of our relationship with you. In particular, laws concerning negotiable instruments, deposit accounts and how we treat activity of these accounts. Complete disclosures of our fees and charges are in this brochure. Please read and retain this brochure for future reference.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

TRUTH IN SAVINGS ACT

The FDIC Improvement Act of 1991 contained within it the Truth in Savings Act. The purpose of this act is to enable consumers to make informed decisions about deposit accounts in depository institutions.

Personal Accounts

Star Checking

Account may be opened and maintained by individuals for their personal/non-business purpose

Minimum Opening Deposit.....	\$100.00
Monthly Service Charge.....	\$5.00
Paper Statement Fee.....	\$5.00
Statement Period: Monthly (Non-Imaged Statement)	

Conditions to waive monthly service charge:

12 or more point-of-sale transactions **and any of the following:**

One or more ACH Debits (checks converted to electronic ACH transactions do not count towards qualifier)

One or more ACH Credits

\$50 or greater transfer to your savings account

Account Features:

Internet Banking

Bill Pay

PhoneBank Access

Debit MasterCard® (Transaction Fees May Apply)

Conditions: If there is no activity in this account for 60 days and the balance is less than \$100.00, the bank has the option to close the account, returning the balance to the owner.

Star Plus Checking

Account may be opened and maintained by individuals for their personal/non-business purpose

Minimum Opening Deposit.....	\$100.00
Monthly Service Charge.....	\$8.00
Paper Statement Fee.....	\$5.00
Statement Period: Monthly (Non-Imaged Statement)	

Conditions to waive monthly service charge:

Balance in account greater than an average of \$500.00 or

Greater than \$2,000.00 deposit relationship balance or

Age is less than 24 years old

Account Features:

Internet Banking

Bill Pay

PhoneBank Access

Debit MasterCard® (Transaction Fees May Apply)

Cash Rewards:

\$5.00 Per Statement Cycle if the following qualifiers are met:

12 or more point-of-sale transactions **and any two of the following:**

One ACH debit or credit (checks converted to electronic ACH transactions do not count towards qualifier)

\$50 or greater transfer to your savings account

Automatic loan payment for your First State Bank of Uvalde loan

Conditions: If there is no activity in this account for 60 days and the balance is less than \$100.00, the bank has the option to close the account, returning the balance to the owner.

Advantage Checking

Account may be opened and maintained by individuals for their personal/non-business purpose.

Minimum Opening Deposit.....	\$100.00
Service Charge.....	None
Minimum Balance Requirement.....	None
Paper Statement Fee.....	\$5.00
Copies of Items Posted.....	\$2.00 each (Free through Internet Banking)
Inactivity Fee*.....	\$5.00 (per statement cycle)
Statement Period: Monthly (Non-Imaged Statement)**	

Account Features:

- Unlimited Check Writing (Not eligible for complimentary checks)
- Internet Banking
- Bill Pay
- Phone Bank Access
- Free Debit MasterCard® (Transaction Fees May Apply)

Conditions:

After 3 consecutive months of no activity and the balance is less than \$100.00, the bank has the option to close the account, returning the balance to the account owner.

**The inactivity fee will be assessed after 90 days of no customer initiated activity.*

***Apply for your free eStatement when you log on to Online Banking. From the profile tab, choose Electronic Statements and then choose eStatements for each of your accounts.*

Premier Checking

Account may be opened and maintained by individuals for their personal/non-business purpose

Minimum Opening Deposit.....	\$100.00
Monthly Service Charge.....	\$15.00
Paper Statement Fee.....	None
Interest Rate.....	See Rate Sheet
Additional Interest Above Rate Sheet Upon Qualifications.....	0.25 BPS (Basis Points)
Annual Percentage Yield (APY).....	See Rate Sheet
Minimum balance required to obtain APY, as listed.....	See Qualifiers
Interest compounded	Daily
Interest credited.....	Monthly
Interest computation method.....	Daily Balance*
Statement Period: Monthly (Imaged Statement)	

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

** The daily balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.*

Conditions to waive monthly service charge:

- Greater than \$50,000.00 total relationship balance

Additional Interest Above Rate Sheet Upon Qualifications:

- 15 or more point-of-sale transactions
- Average balance greater than \$20,000.00 in Savings and Money Market
- Greater than \$1,000.00 direct deposit
- Greater than \$20,000.00 First State Bank of Uvalde loan relationship

Account Features:

- Internet Banking
- Bill Pay
- PhoneBank Access
- Debit MasterCard® (Transaction Fees May Apply)

Conditions: If there is no activity in this account for 60 days and the balance is less than \$100.00, the bank has the option to close the account, returning the balance to the owner.

Premier Money Market Checking (Premier MMK)

Account may be opened and maintained by individuals for their personal/non-business purpose

Minimum Opening Deposit.....	\$100.00
Monthly Service Charge.....	\$10.00
Paper Statement Fee.....	None
Interest Rate.....	See Rate Sheet
Additional Interest Above Rate Sheet Upon Qualifications.....	0.25 BPS (Basis Points)
Annual Percentage Yield (APY).....	See Rate Sheet
Minimum balance required to obtain APY, as listed.....	See Qualifiers
Interest compounded	Daily
Interest credited.....	Monthly
Interest computation method.....	Daily Balance*
Statement Period: Monthly (Imaged Statement)	

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

** The daily balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.*

Conditions to waive monthly service charge:

Greater than \$10,000.00 total balance

Additional Interest Above Rate Sheet Upon Qualifications:

Average balance greater than \$1,000.00 in Relationship Checking and

Balance greater than \$50,000.00 in Money Market

Account Features:

Internet Banking

Bill Pay

PhoneBank Access

Conditions: If there is no activity in this account for 60 days and the balance is less than \$100.00, the bank has the option to close the account, returning the balance to the owner.

Personal SuperFirst

Account may be opened and maintained by individuals for their personal/non-business purpose.

Minimum Opening Deposit.....	\$100.00
Monthly Service Charge.....	\$10.00 if daily balance drops below \$1,500 any day of the month (waived for 1st statement period)
Interest Rate.....	See Rate Sheet
Annual Percentage Yield (APY).....	See Rate Sheet
Minimum balance required to obtain APY as listed.....	\$1,500.00
Interest compounded.....	Daily
Interest credited.....	Monthly
Interest computation method.....	Daily Balance*
Statement Period: Monthly (Imaged Statement)	

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

**The daily balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day. No interest is paid for those days your account falls below \$1,500.00.*

Federal Regulatory Limits: Federal regulations allow unlimited withdrawals or transfers to another account of yours within our bank by mail, messenger, ATM or in person. You may make no more than six preauthorized withdrawals, automatic or telephonic transfers, checks, drafts, and third party debit card or other similar transactions from your account per month or statement cycle. There will be a \$7.00 charge for each debit item exceeding the stated limits. Preauthorized transfers include but are not limited to those processed through First Phone Bank, FSB Online Banking or FSB mobile. If transaction limits are exceeded three times within a twelve month period, the account may be closed or reclassified as a transaction account as required by FDIC regulations.

Account Features:

Internet Banking

Bill Pay

PhoneBank Access

Free Standard Printed Checks (Limited to 1 order per year)

Personal Savings

Account may be opened and maintained by individuals for their personal/non-business purpose.

Minimum Opening Deposit.....	\$100.00
Service Charge.....	\$3.00 if daily balance drops below \$200.00 during the month (waived for 1st statement period)
Interest Rate.....	See Rate Sheet
Annual Percentage Yield (APY).....	See Rate Sheet
Minimum balance required to obtain APY as listed.....	\$.01
Interest Computation Method.....	Daily Balance*
Interest will be compounded.....	Daily
Interest credited.....	Quarterly
Statement Period: Quarterly	

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

** The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.*

Transaction Limitations: 2 free withdrawals per month, excess withdrawals are \$2.00 each.

Federal Regulatory Limits: Federal regulations allow unlimited withdrawals or transfers to another account of yours within our bank by mail, messenger, ATM or in person. You may make no more than six preauthorized withdrawals, automatic or telephonic transfers, drafts, and third party debit card or other similar transactions from your account per month or statement cycle.

Preauthorized transfers include but are not limited to those processed through First Phone Bank, FSB Online Banking or FSB Mobile. If transaction limits are exceeded three times within a twelve month period, the account may be closed or reclassified as a transaction account as required by FDIC regulations.

Account Features:

Internet Banking
PhoneBank Access

Young Savers (Children under age 18)

Account may be opened and maintained by individuals for their personal/non-business purpose.

Minimum Opening Deposit.....	\$25.00
Service Charge.....	\$1.00 if daily balance drops below \$100.00 during the month (waived for 1st statement period)
Interest Rate.....	See Rate Sheet
Annual Percentage Yield (APY).....	See Rate Sheet
Minimum balance required to obtain APY as listed.....	\$.01
Interest Computation Method.....	Daily Balance*
Interest will be compounded.....	Daily
Interest credited.....	Monthly
Statement Period: Monthly	

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

**The daily balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.*

Transaction Limitations: 2 free withdrawals per month, excess withdrawals are \$2.00 each.

Federal Regulatory Limits: Federal regulations allow unlimited withdrawals or transfers to another account of yours within our bank by mail, messenger, ATM or in person. You may make no more than six preauthorized withdrawals, automatic or telephonic transfers, drafts, and third party debit card or other similar transactions from your account per month or statement cycle.

Preauthorized transfers include but are not limited to those processed through First Phone Bank, FSB Online Banking or FSB Mobile. If transaction limits are exceeded three times within a twelve month period, the account may be closed or reclassified as a transaction account as required by FDIC regulations.

Conditions:

The Young Savers Account is not eligible for an ATM or Debit Card.

Account must be in the name of the youth and an adult co-owner with the youth being the primary owner.

When the child reaches their 18th birthday, the account becomes a Personal Savings account, subject to the terms and conditions of such account

Account Features:

Internet Banking
PhoneBank Access

COMMERCIAL ACCOUNTS

BASIC BUSINESS

Minimum Opening Balance.....\$100.00
150 items free per statement cycle, then \$.30 each (items include Debits, Credits, Items Deposited)
Service Charge.....\$10.00 if daily balance drops below \$500.00 any day of the month (waived for 1st statement period)
Statement Period: Monthly (Imaged Statement)
Bank pays postage both ways on Bank-by-Mail deposits.
Higher volume or extended service needs accounts (including currency & coin) may be converted to Analyzed Checking by the bank.

- Free Standard Printed Checks (Limited to 1 order per year)
- Free Debit MasterCard® (Transaction Fees May Apply)
- Free Internet Banking Access
- Free PhoneBank Access
- Free Bill Pay

NOW COMMERCIAL

Minimum Opening Deposit..... \$100.00
Account may be opened and maintained by individuals, sole proprietorships and non-profit organizations. Partnerships, Limited Liability Partnerships (LLPs), Corporations and Limited Liability Companies (LLCs) are restricted from maintaining this type of account.
150 items free per statement cycle, then \$.30 each (items include Debits, Credits, Items Deposited)
Service Charge.....\$12.00 if daily balance drops below \$1,500.00 any day of the month (waived for 1st statement period)
Interest Rate.....See Rate Sheet
Annual Percentage Yield (APY).....See Rate Sheet
Minimum balance required to obtain APY, as listed.....\$1,500.00
Interest Computation Method.....Daily Balance*
Interest compoundedDaily
Interest credited.....Monthly

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Statement Period: Monthly (Imaged Statement)

Bank pays postage both ways for Bank-by-Mail deposits.

Higher volume or extended service needs accounts (including currency & coin) may be converted to Analyzed Checking by the bank.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

* The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.

* No interest paid for those days your account balance falls below \$1,500.00.

- Free Standard Printed Checks (Limited to 1 order per year)
- Free PhoneBank Access
- Free Internet Banking Access
- Free Debit MasterCard® (Transaction Fees May Apply)
- Free Bill Pay

SUPERFIRST COMMERCIAL

Minimum Opening Deposit.....\$100.00
50 items free per statement cycle, then \$.50 each (items include Debits, Credits, Items Deposited)
Service Charge.....\$12.00 if daily balance drops below \$2,000.00 any day of the month (waived for 1st statement period)
Interest RateSee Rate Sheet
Annual Percentage Yield (APY)See Rate Sheet
Minimum balance required to obtain APY as listed\$2,000.00
Interest compoundedDaily
Interest creditedMonthly
Interest computation methodDaily Balance*

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Statement Period: Monthly (Imaged Statement)

Federal Regulatory Limits: Federal regulations allow unlimited withdrawals or transfers to another account of yours within our bank by mail, messenger, ATM or in person. You may make no more than six preauthorized withdrawals, automatic or telephonic transfers, checks, drafts, and third party debit card or other similar transactions from your account per month or statement cycle. There will be a \$10.00 charge for each debit item exceeding the stated limits. Preauthorized transfers include but are not limited to those processed through First Phone Bank, FSB Online Banking or FSB Mobile. If transaction limits are exceeded three times within a twelve month period, the account may be closed or reclassified as a transaction account as required by FDIC regulations. Bank pays postage both ways for Bank-by-Mail deposits.

Higher volume or extended service needs accounts (including currency & coin) may be converted to Analyzed Checking by the bank.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

* The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.

* No interest paid for those days your account balance falls below \$2,000.00.

- Free Standard Printed Checks (Limited to 1 order per year)
- Free Internet Banking Access
- Free PhoneBank Access

SAVINGS COMMERCIAL

Minimum Opening Deposit.....	\$100.00
Service Charge.....	\$3.00 if daily balance drops below \$500.00 during the month (waived for 1st statement period)
Interest Rate	See Rate Sheet
Annual Percentage Yield (APY).....	See Rate Sheet
Minimum balance required to obtain APY as listed	\$.01
Interest compounded	Daily
Interest credited	Monthly
Interest computation method	Daily Balance*

If you close your account before interest is credited, you will not receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Statement Period: Monthly

Transaction Limitations: 2 free withdrawals per month, excess withdrawals are \$2.00 each.

Federal Regulatory Limits: Federal regulations allow unlimited withdrawals or transfers to another account of yours within our bank by mail, messenger, ATM or in person. You may make no more than six preauthorized withdrawals, automatic or telephonic transfers, drafts, and third party debit card or other similar transactions from your account per month or statement cycle. Preauthorized transfers include but are not limited to those processed through First Phone Bank, FSB Online Banking or FSB Mobile. If transaction limits are exceeded three times within a twelve month period, the account may be closed or reclassified as a transaction account as required by FDIC regulations.

Bank pays postage both ways on Bank-by-Mail deposits.

Higher volume or extended service needs accounts (including currency & coin) may be converted to Analyzed Checking by the bank.

Interest begins to accrue on the business day you deposit cash items (for example, checks).

*The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.

- Free Internet Banking Access
- Free PhoneBank Access

ANALYZED CHECKING: COMMERCIAL ACCOUNTS ONLY

Minimum Opening Balance.....	\$100.00
Service Charge.....	\$15.00 (waived for 1st statement period)
Earnings Credit: an earnings credit is paid to reduce or eliminate monthly service charges. The earnings credit rate is set at the discretion of FSB and may change at any time.	
Debits:.....	\$.20 each
Credits:.....	\$.40 each
Per Item Deposited:	\$.10 each
Strapped Currency:.....	\$.45 each
Rolled Coin:.....	\$.15 each
Deficient Balance Charge Use of Uncollected Funds	NY Prime + 3%

Statement Period: Monthly (Imaged Statement)

Bank pays postage both ways on Bank-by-Mail deposits.

- Free Internet Banking Access
- Free Bill Pay
- Free PhoneBank Access

ADVANTAGE CHECKING - NP

Account may be opened and maintained by non-profit clubs, organizations or associations that are for a non-business purpose.

Minimum Opening Deposit.....	\$100.00
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Unlimited Check Writing

Service Charge.....	None
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Minimum Balance Requirement	None
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Statement Period: Monthly (Text Statement with No Check Images) - eStatements are required. Apply for your free eStatement when you log on to Online Banking. From the profile tab, choose Electronic Statements and then choose eStatements for each of your accounts.

Paper Statement Fee.....	\$5.00 (per statement cycle)
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Copies of Items posted.....	\$2.00 each, Free through Internet Banking
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An Inactivity Fee of \$5.00 per statement period will be charged after 90 days of no customer initiated debits or credits.

Bank pays postage both ways on Bank-by-Mail deposits.

Conditions: If there is no activity in this account for 60 days and the balance is less than \$100.00, the bank has the option to close the account, returning balance to the account owner. This account is not eligible for complimentary checks.

- Free Bill Pay
- Free PhoneBank Access
- Free Debit MasterCard® (Transaction Fees May Apply)

INDIVIDUAL RETIREMENT ACCOUNTS

SAVINGS IRA

Minimum Opening Deposit.....	\$1,000.00
Make contributions throughout the year	
Interest rate.....	See Rate Sheet
Annual Percentage Yield (APY)*	See Rate Sheet
Minimum balance required to obtain APY as listed	\$1,000.00
Interest Computation Method.....	Daily Balance **
Interest will be compounded.....	Daily
Interest credited.....	Quarterly

If you close your account before interest is credited, you will receive the accrued interest.

Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.

Statement Period: Annually

Penalty for early withdrawal equal to three months of interest, may apply. Renewal Policy: This IRA will automatically renew unless the depositor notifies the bank of his intention not to renew within the grace period of ten days after the maturity date or the bank mails to the depositor written notice of its intention not to renew. If IRA automatically renews, it will be renewed at the rate in effect at this institution on the maturity date.

Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

*The Annual Percentage Yield (APY) assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

** The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.

CD IRA

Minimum Opening Deposit.....	\$1,000.00
Interest rate.....	See Rate Sheet
Annual Percentage Yield (APY)*	See Rate Sheet
Minimum balance required to obtain APY as listed	\$1,000.00
Interest Computation Method.....	Daily Balance **
Interest will be compounded.....	Daily
Interest credited.....	Quarterly

If you close your account before interest is credited, you will receive the accrued interest.

Statement Period: Annually

Penalty for early withdrawal equal to three months of interest, may apply. Renewal Policy: This IRA will automatically renew unless the depositor notifies the bank of his intention not to renew within the grace period of ten days after the maturity date or the bank mails to the depositor written notice of its intention not to renew. If IRA automatically renews, it will be renewed at the rate in effect at this institution on the maturity date.

Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

*The Annual Percentage Yield (APY) assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

** The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.

We reserve the right to, at any time, require not less than 7 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

CERTIFICATES OF DEPOSITS

The annual percentage yield (APY) assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings. Interest will be credited to your account or paid to you monthly, quarterly, semi-annually, annually, at maturity or as agreed upon.

After the account is opened, you may not make any deposits into or withdrawals from the principal in the account until the maturity date. Interest begins to accrue on the business day you deposit any non-cash item (for example, checks).

PENALTY FOR EARLY WITHDRAWAL

Except as mentioned-below, you cannot withdraw any principal from this account before a maturity date without our consent and we may charge a penalty. We can only consent to an early withdrawal at the time you request it.

For an account with a term of 31 days or less, the penalty will be the greatest of: (1) all of the Interest earned on the amount withdrawn from the most recent date of deposit or last renewal, (2) all the Interest that could have been earned on the amount withdrawn during a period equal to one-half of the maturity period, or (3) seven days interest on the amount withdrawn.

For an account with an original term of more than 31 days and up to and including one year, the penalty will be one month's interest on the amount withdrawn.

For an account with an original term of more than one year, the penalty will be three months Interest on the amount withdrawn. We will use the nominal (simple interest) rate in effect to calculate the penalty. We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw.

Renewal Policy- If your Certificate will AUTOMATICALLY RENEW, you will have a grace period of 10 days from the maturity date to present this certificate for payment without penalty. If the certificate automatically renews, IT WILL BE RENEWED AT THE RATE IN EFFECT AT THIS INSTITUTION ON THE DATE OF MATURITY.

Method of Computation.....Daily Balance

Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

* The Daily Balance is determined by the application of a daily periodic rate to the full amount of principal in the account each day.

ACCOUNT TYPE	MINIMUM DEPOSIT TO OPEN ACCOUNT	MINIMUM BALANCE TO OBTAIN APY	COMPOUNDED
Under \$100,000.00 Certificate of Deposit			
90 DAY CD	\$1,000.00	\$1,000.00	NONE
180 DAY CD	\$1,000.00	\$1,000.00	DAILY
1 YEAR CD	\$1,000.00	\$1,000.00	DAILY
18 MONTH CD	\$1,000.00	\$1,000.00	DAILY
24 MONTH CD	\$1,000.00	\$1,000.00	DAILY
30 MONTH CD	\$1,000.00	\$1,000.00	DAILY
36 MONTH CD	\$1,000.00	\$1,000.00	DAILY
48 MONTH CD	\$1,000.00	\$1,000.00	DAILY
60 MONTH CD	\$1,000.00	\$1,000.00	DAILY
SAVINGS IRA	\$1,000.00	\$1,000.00	DAILY
18 MONTH IRA CD	\$1,000.00	\$1,000.00	DAILY
Over \$100,000.00 Certificate of Deposit			
30 DAY JUMBO CD	\$100,000.00	\$100,000.00	NONE
90 DAY JUMBO CD	\$100,000.00	\$100,000.00	NONE
180 DAY JUMBO CD	\$100,000.00	\$100,000.00	DAILY
1 YEAR JUMBO CD	\$100,000.00	\$100,000.00	DAILY
18 MONTH JUMBO CD	\$100,000.00	\$100,000.00	DAILY
24 MONTH JUMBO CD	\$100,000.00	\$100,000.00	DAILY
30 MONTH JUMBO CD	\$100,000.00	\$100,000.00	DAILY
36 MONTH JUMBO CD	\$100,000.00	\$100,000.00	DAILY
48 MONTH JUMBO CD	\$100,000.00	\$100,000.00	DAILY
60 MONTH JUMBO CD	\$100,000.00	\$100,000.00	DAILY

Facts

WHAT DOES FIRST STATE BANK OF UVALDE DO WITH YOUR PERSONAL INFORMATION?

Why ?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What ?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number
- Account balances
- Payment history
- Transaction history
- Credit history
- Checking Account Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How ?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reason financial companies can share their customers' personal information; the reasons FIRST STATE BANK OF UVALDE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First State Bank of Uvalde Share?	Can You Limit this Sharing?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes-- to offer our products and services to you	NO	We Do Not Share
For joint marketing with other financial companies	NO	We Do Not Share
For our affiliates' everyday business purposes-- information about your transaction and experiences	NO	We Do Not Share
For our affiliates' everyday business purposes-- information about your creditworthiness	NO	We Do Not Share
For non-affiliates to market to you	NO	We Do Not Share

Questions ?

Call 830-278-6231 or go to www.fsbuvalde.com

Who we are

Who is providing this notice?

First State Bank of Uvalde

What we do

How does First State Bank of Uvalde protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

How does First State Bank of Uvalde collect my personal information?

We collect your personal information, for example, when you:

- Open an account or Provide employment information
- Provide account information or apply for financing
- Give us your contact information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *First State Bank of Uvalde does not share with our affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *First State Bank of Uvalde does not share with non-affiliates so they can market you.*

Joint Marketing

A formal agreement between nonaffiliates financial companies that together market financial products or services to you

- *First State Bank of Uvalde doesn't Jointly market.*

Other important information

For Texas Bank Customers. First State Bank of Uvalde is chartered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against First State Bank of Uvalde should contact the Texas Department of Banking through one of the means indicated below:

First State Bank of Uvalde engages in money transmission and/or currency exchange business as an authorized delegate of Travelers Express Co., Inc. (MoneyGram) under Chapter 151 of the Texas Financial Code. After first contacting First State Bank of Uvalde, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to the Texas Department of Banking at: In person, or by U.S. Mail:

2601 North Lamar Boulevard, Suite 300
 Austin, Texas 78705-4294
 Telephone No. (877) 276-5554 Fax No. (512) 475-1313
 e-mail: consumer_complaints@dob.texas.gov
 Website: www.dob.texas.gov

**FEDERAL ELECTRONIC FUND
TRANSFER ACT DISCLOSURES
(Does Not Apply to Commercial Customers)**

IMPORTANT INFORMATION for our customers who have authorized electronic fund transfers:

The Federal Electronic Fund Transfer Act and regulations adopted there under provide that we disclose pertinent information to you about electronic fund transfers to or from your account. By electronic fund transfers, we mean transactions initiated by you through the use of your debit card in an automated teller machine, preauthorized deposits to- and if applicable, transfers from your account with us.

TYPES OF TRANSFERS AVAILABLE

- Point of Sale Transfers
- Automated Teller Machine Transfers
- Electronic Check Conversion
- Direct Deposit or withdrawals of funds
- Transfer Initiated by telephone
- Online Banking Service
- All debit card transfers- whether or not initiated through an electronic terminal

I. AUTOMATED TELLER MACHINES, DEBIT CARDS AND POINT-OF-SALE TRANSFERS

A. ACCESSING YOUR ACCOUNT

- Withdraw cash from your checking or savings account
- Transfer funds between your checking and savings account
- Pay for purchases at places that have agreed to accept the card
- Some of these services may not be available at all terminals

B. ELECTRONIC CHECK CONVERSION (See Section IV for more information about electronic check conversion.) You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchase
- Pay bills

C. LIMITATIONS

- Limitations on frequency of transfers
 - There is no limitation on the frequency of transfers.
- Limitations on dollar amounts of transfers
 - You may withdraw up to \$600.00 from our terminals each day.
 - You may buy up to \$2,000.00 worth of goods or services each day with the consumer debit card and up to \$3,000.00 with the commercial debit card.
- In addition to those limitations listed elsewhere, transfers from an Insured Money Market Account or from a savings account to another account or to third parties by preauthorized means, automatic or telephone transfers, checks, drafts, ATM, debit cards or similar transactions are limited to six per month or statement cycle.

D. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

There is no charge for transfers at an automatic teller machine that is owned by us.

E. ATM FEES BY OTHERS

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

F. RECEIPT FOR TRANSACTION

You will receive a written receipt at the time you make any transfer to or from your account using one of our automated teller machines, or point-of-sale terminals.

G. CUSTOMER LIABILITY

Debit MasterCard® Customer Liability Limits

Additional Limit on Liability for MasterCard® branded Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen MasterCard® branded card. MasterCard® Zero Liability for unauthorized transfers will apply to all transactions including PIN-based and POS transfers. To be covered by the zero liability limitation under the revised rule, promptly report loss or theft after becoming aware. If conditions are not met, regulatory liability limitations will apply as noted in this brochure.

For transactions on other networks, the liability decision is left to the financial institution that issued your card. The issuer has the option of extending the same protections afforded by MasterCard's Zero Liability policy.

Tell us **AT ONCE** if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days, you can lose no more than \$50 if someone used your card without your permission.

The liability policy for unauthorized use on PIN transactions not processed by MasterCard® is below:

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or a hospital stay kept you from telling us, we will extend the time periods.

H. HOW TO CONTACT US

If you believe that your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if for any reason you wish to contact us, telephone us at (830) 278-6231.

II. ONLINE BANKING SERVICES

Indicated below are the types of Online Banking Electronic Fund Transfers we are capable of handling and may be available for your account if you have signed up for our Online Banking Services. You may access your account(s) by computer at www.fsbuvalde.com and using your account numbers to:

- A. Types of Transfers
- Transfer funds from checking to checking
 - Transfer funds from checking to savings
 - Transfer funds from savings to checking
 - Transfer funds from savings to savings
- B. Types of Bill Payments
- Make payments from checking to loan accounts with us
 - Make payments from checking to third parties
 - Make payments from savings to loan accounts with us
 - Make payments from savings to third parties
- C. Other Services: Obtain information about your account(s) such as: balance for checking, savings or loan accounts; checks that have cleared your account(s) in the last 90 days; automatic transfers; and account statement(s) for the last 12 months.
- D. Fees - Except as indicated elsewhere, we do not charge for these electronic transfers.
- E. Limitations on Frequency and Amount:
There are no limits on the frequency and amount of transfers you may make using Online Banking transfers.
The limits for transactions using BillPay are:

	Per Item Cap	Per Day Cap	Rolling 30 Day Period: \$5,000.00
1. Email Payments	\$ 2,500.00	\$ 2,500.00	
2. Transfers	\$ 25,000.00	\$ 25,000.00	
3. Maximum Transaction	\$ 25,000.00	\$ 25,000.00	

The limits for transactions using Zelle: Daily: \$2,000.00 & Rolling 30 Day Period: \$5,000.00

III. DIRECT DEPOSIT OR PREAUTHORIZED WITHDRAWALS (Recurring Preauthorized EFTs)

A. DOCUMENTATION OF TRANSFERS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the phone number listed in this disclosure to find out whether or not the deposit has been made.

B. LIMITATIONS

There is no charge for this service. There is no limitation on frequency of withdrawal transfer.

C. RIGHT TO STOP PAYMENT

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the phone number, or write to the address on front of the brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. We will charge you \$25.00 for each stop-payment order you give.

D. NOTICE OF TRANSFERS VARYING IN AMOUNT

If the preauthorized regular transfers from your account may vary in amount, the person you are going to pay should tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

E. CUSTOMER LIABILITY

If your statement shows unauthorized transfers from your account, tell us at once. If you do not tell us within 60 days after we sent you the FIRST statement upon which the problem appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking money if you had told us in time.

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

F. HOW TO CONTACT US

If you believe that a transaction involving your account has been made without your permission or if for any reason you wish to contact us, telephone us at (830)278-6231, or in writing at P.O. Box 1908 Uvalde, TX 78802-1908 attention Account Services.

IV. ELECTRONIC CHECK CONVERSION (Non-recurring Preauthorized EFTs)

A. TYPES OF NON-RECURRING PREAUTHORIZED TRANSFERS:

- You purchase goods or pay for services with a check at the point of sale and authorize the merchant or service provider to convert your check into an EFT by capturing the routing, account and serial numbers to initiate the transfer by an electronic check conversion.
- You purchase goods or pay for services by mailing a check to the merchant, a lockbox or other payee that is later converted to an EFT by electronic check conversion.
- You make a payment through a bill-payment service available to you via a computer or other electronic means that initiates an ACH debit entry to your account using MICR information you have provided, without producing a paper draft, is an EFT by electronic check conversion.
- You are asked to authorize at the time you offer a check to a merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic fund transfer.

You authorize a one-time electronic fund transfer (in providing a check or the information from a check to a merchant or other payee for the MICR encoding); where the consumer receives notice that the transaction will be processed as an EFT and completes the transaction. Examples of notice include, but are not limited to, written statements and the posting of a sign.

B. LIMITATIONS

You may not exceed the amount available in your account. Federal regulations allow unlimited withdrawals or transfers to another account of yours within our bank by mail, messenger, ATM or in person. You may make no more than six preauthorized withdrawals payable to third parties, automatic or telephonic transfers, check, drafts, and third party debit card or similar transactions from your account per month or statement cycle.

V. TELEPHONE INITIATED TRANSFERS

A. ACCESSING YOUR ACCOUNT

For any authorized account you may use your telephone code to transfer funds between your checking and savings accounts whenever you request.

B. FREQUENCY OF TRANSFERS

There is no limitation on the frequency of transfers except as noted under limitations in Part I of this disclosure.

C. CHARGES

There is no charge for transfers initiated using our PHONEBANK telephone transfer service.

D. CUSTOMER LIABILITY

Tell us AT ONCE if you believe your code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

VI. DISCLOSURES WHICH APPLY TO ALL ELECTRONIC FUND TRANSFERS

A. PERIODIC STATEMENTS

CHECKING: You will get a monthly account statement.

SAVINGS: You will get a monthly account statement.

If there are no electronic transfers in a particular month, you will get a statement at least quarterly.

B. LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the transfer would go over the credit limit on your overdraft line, if any.
- If your account is frozen because of a court order or some similar reason.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

C. CONFIDENTIALITY- ACCOUNT INFORMATION DISCLOSURE

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

D. ERROR RESOLUTION PROCEDURES

In case of errors or questions about your electronic transfers: Telephone or write to us at the phone number or address given below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days, after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days.

E. ERROR RESOLUTION NOTICE

We will determine whether an error occurred within 10 business days after we hear from you and we will correct any error promptly. If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

F. EXTENSION OF THE TIME PERIOD

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or questions. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

G. MAILING ADDRESS, TELEPHONE NUMBER AND BUSINESS DAY DISCLOSURE

- Our mailing address is P.O. Box 1908, Uvalde, Texas 78802-1908.
- Our phone number is (830)278-6231.
- Our business days are Monday through Friday. Holidays are not included.

FUNDS AVAILABILITY POLICY DISCLOSURE:

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. At this time, you can withdraw the funds in cash and we will use the funds to pay checks you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the above mentioned times, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit.

However, the first \$225 of your deposits will be available on the first business day. If we are not going to make all the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you, the depositor. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

COMMERCIAL ACCOUNTS - PROHIBITION OF UNLAWFUL INTERNET GAMBLING TRANSACTIONS

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

COMMERCIAL ACCOUNTS - UCC 4A DISCLOSURE

Notice of Receipt of Entry: Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Notice of Provisional Payment: Credit given by us to you with respect to an Automated Clearing House ("ACH") credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry i.e., the originator of the entry shall not be deemed to have paid you the amount of such entry.

Notice of Choice of Law: We may accept on [your] behalf payments to your account which have been transmitted through one or more Automated Clearing House ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligation with respect to such payments shall be construed in accordance with and governed by the laws of the State of Texas as provided by the operating rules of the National Automated Clearing Houses Association, which are applicable to ACH transactions involving your account.

PAYMENT ORDER OF ITEMS -The law permits us to pay items (such as checks or drafts) drawn on your account in any order. It is our practice to pay items in the order of smallest dollar amount to highest dollar amount. The bank reserves the right to change the order of posting items to your account at any time without notice to you.

NOTICE

The Bank may make a change in your Checking Account that will not affect your available balance, interest earnings, FDIC insurance or bank statement. This account will consist of a checking sub account and a savings sub account. The bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility,
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts.
- Do not leave receipts at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Do not leave your card or any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Do not share your PIN or provide anyone with information regarding your ATM card or PIN over the telephone. Additionally, do not write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problems, go to another ATM or night depository facility.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

TRANSFER OVERDRAFT PROTECTION

Pre-arrange to have funds transferred from one account to another to cover overdraft situations and avoid NSF "Non Sufficient Funds" fees. Transfers are made in \$100.00 increments.

There is a \$5.00 charge for each automatic transfer.

Note: Normal transaction fees associated with the affected accounts still apply.

ADDITIONAL FEES & SERVICES

Replacement Debit Cards.....	\$10.00
Automatic Teller Machine Withdrawal Charge at any First State Bank of Uvalde ATM	No Charge
Automatic Teller Machine Withdrawal Charge at all other ATMs- ATM or POS Trans Fee.....	\$1.50 each
Check Card Rush Replacement Fee.....	\$120.00
Requests for debit cards mailed to an alternate address.....	\$20.00
Balancing of Account-	
Deposit Correction (Including manual post ACH to new account).....	\$3.00
Research & Reconciliation.....	\$25.00
Per hour plus \$2.00 per document/page-reproduced (\$12.50 minimum)	
Statement Retention Fee.....	\$5.00
Special Statement Cutoff Fee.....	\$3.00
Return Mail Processing Fee (Returned Statements).....	\$5.00
Legal processes which affect your account (i.e., Garnishments, Levies, or other)	\$75.00
OD Acct Closed Fee (Account closed in Overdraft Position).....	\$25.00
Fee for accounts closed within 90 days of opening.....	\$12.00
Check Cashing (only if telephone call required).....	\$3.00
Cashier's Checks (FSB Customers & Requests to Close Accounts).....	\$4.00
Cashier's Checks Replacement Fee.....	\$35.00
Replacement after 90 days due to loss of item	
Temporary Checks	\$1.00 for 10 checks
Customer Wire Transfer (per item) Outgoing Domestic.....	\$20.00
Customer Wire Transfer (per item) International.....	\$60.00
Additional third party fees will be passed on if applicable	
Collection Items Domestic.....	\$20.00-plus external bank charges
Collection Items Foreign.....	\$120.00 - plus external bank charges if applicable
Telephone Transfers.....	\$3.00 each
Automatic Transfer Overdraft Feature Fee.....	\$5.00 each
Document Copies	\$2.00 per page
Xerox copies.....	.50 cents per page
FAX Machine.....	\$2.00 per page
Snapshot Statement Printouts.....	\$4.00
Multiple monthly statements for the same account.....	\$2.00 each
Coin Processing for Commercial Accounts.....	1% (with \$3.00 minimum)
Zipper Bags.....	\$5.00 each
Night Depository Locked Bags	\$28.00 each
Night Depository Transactions: Deposits made after 7:30 a.m. in our night depositories will be processed on the next business day.	
Coin Wrapper/Bill Straps.....	\$5.00 per box
Check Printing Fee depends on style and quantity of checks ordered.	
The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in person withdrawal, or ACH Debit. Items that have been previously returned may incur an overdraft fee upon representment if your account does not contain sufficient funds.	
Items may be presented up to three (3) times for representment and may incur a fee each time.	
NSF - Return Item Fee (Per item - Non sufficient funds checks and other debits returned unpaid).....	\$32.50
Overdraft Fee (per item - Checks and other debits paid into overdraft).....	\$32.50
Stop Payment Charge (per item)	\$25.00
Dep Item Ret Chrg (per item - Deposited items returned unpaid)	\$10.00

SAFE DEPOSIT BOXES

2x5.....	\$17.00	4x10	\$40.00
2.5x5.....	\$17.00	4x10.5	\$40.00
3x5.....	\$22.50	5x10.....	\$50.00
4x5.....	\$25.00	5x10.5.....	\$50.00
5x5.....	\$31.00	8x10.5.....	\$78.00
6x5.....	\$37.00	10x10.....	\$85.00
2x10.....	\$25.00	10x15.....	\$125.00
3x10.....	\$37.50		

Safe Deposit Rental Late Fee (After 30 days).....\$10.00

- All sizes not available at every location.
- If applicable, Fees will be assessed to customers for the replacement of lost keys or for drilling a safe deposit box.
- The contents of your safe deposit box are not insured against loss by First State Bank or the FDIC.

SCHEDULE D
Accounts/Company Authorized Representatives

Account to Charge for ACH Origination:

Name _____
Account No. / Tax ID #

Company Authorized Representatives:

The individuals listed below have authority to provide ACH Origination data to the FIRST STATE BANK OF UVALDE and may be referred to if the bank has problems with an ACH file.

Name/Title	Signature	Ph.#	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Authorized By:

Title: **Date:** _____

Fax #

Wire Services Information

Wire transfers are not available online at this time. All wire transactions must be completed in person or via email/phone. For your security, pin numbers are available for call back requirements. If the wire is initiated in person, a signed wire form is required. When verified by a bank officer, the officer must sign the form, and if the customer uses a pin, it will be noted on the wire form. We do not provide notifications for incoming wires unless the customer specifically requested to be notified. Additionally, we do not offer future-dated wires. The time cutoff time for processing outgoing wires is 3:00pm. While we can save wire templates for future use, each new wire still requires either a customer signature or a callback verification.

ATTACHMENT B

First State Bank of Uvalde Deposit and Online Features for Uvalde CISD

Features	Depository Fee
Incoming /Outgoing Wires(Domestic)	No charge
Checks/deposit books	At Bank Cost
Endorsement Stamps	At Bank Cost
Cashier's Checks	No charge
Safe Deposit Boxes	No charge
NSF	No charge
Overdraft	No charge, Provided compensating balances are maintained in a non-interest bearing account
Stop Payment	No charge
Deposit Item Return Charge	No charge
Collection Item (Domestic)	No charge
Online Banking	No charge
Night Depository Locked Bags	3 free/\$25 each after
ACH Origination	No charge
Remote Deposit Capture	Cost of Scanner \$850.00 & \$25 monthly fee
Positive Pay	\$50 per month per account
Credit Card Processing TSYS Global Payments	Free cost comparison if currently processing with another merchant. Price TBS per volume & equipment needed.
Automatic Sweep Transfer	\$125 per month