

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all others similarly situated,

Plaintiff,

V.

NEXTIER BANK, N.A.,

Defendant.

NOTICE TO PLEAD:

To Plaintiff Diana Heuser:

You are hereby notified to file a written response to the within Preliminary Objections within twenty (20) days from the date of service hereof or judgment may be entered against you.

Counsel for Defendant NexTier Bank, N.A. Civil Division

Case No. AD-2023-10076

DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

Filed on Behalf of Defendant

NEXTIER BANK, N.A.

Counsel of Record for Defendant:

Michael J. Pawk
PA I.D. No. 54413
LUTZ, PAWK & BLACK
The NexTier Center Building, Suite 102
101 E. Diamond Street
Butler, PA 16001
Phone: (724) 285-3400
mikepawk@lutzandpawklaw.com

Roy W. Arnold
PA I.D. No. 70544
Thomas P. Cialino
PA I.D. No. 312008
Alexander J. Bell
PA I.D. No. 327201
BLANK ROME LLP
Union Trust Building
501 Grant Street, Suite 850

Pittsburgh, PA 15219 Phone: (412) 932-2814 roy.arnold@blankrome.com thomas.cialino@blankrome.com alexander.bell@blankrome.com 2027 AFR 10 PM 1: 27

By

PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW COMES Defendant, NexTier Bank, N.A. ("NexTier"), and makes these preliminary objections to the Complaint filed by Plaintiff, Diana Heuser ("Plaintiff"), pursuant to Rules 1028(a)(2) and 1028(a)(4) of the Pennsylvania Rules of Civil Procedure, averring as follows:

SUMMARY OF NEXTIER'S PRELIMINARY OBJECTIONS

- 1. In her Complaint, Plaintiff asserts three legal claims in five counts: (1) three counts of breach of contract/breach of implied duty of good faith and fair dealing (Counts I-III); (2) one count of unjust enrichment (Count IV); and (3) one count of violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Cons. Stat. §201-1, et seq. ("UTPCPL") (Count V). Plaintiff bases these claims on her contention that she was charged multiple overdraft fees on a single item and incurred an overdraft fee when there was a so-called "authorized positive, settle negative" ("APSN") debit transaction.
- 2. Plaintiff's Deposit Account Agreement specifically authorizes NexTier to assess a fee on any withdrawal that results in an overdraft or any attempted withdrawal that is returned due to insufficient funds, and Plaintiff's monthly Account statements confirm that NexTier did not charge an overdraft fee on any of the alleged APSN debit transactions that are referenced in the Complaint. Indeed, the transactions referenced in the Complaint, when examined along with her monthly statements, show that NexTier did not implement the overdraft practices her lawyers allege.
- 3. Plaintiff's claims are ripe for dismissal, particularly insofar as she contends that the overdraft or NSF fees were "excessive," "unfair" or "unconscionable" because they are preempted by the National Bank Act, 12 U.S.C. § 21, et seq. (the "NBA"), and Federal regulations promulgated thereunder by the Office of the Comptroller of the Currency (the "OCC"). Under the NBA, OCC regulations and the applicable Deposit Agreement, NexTier is afforded broad latitude

to assess overdraft and NSF fees when an item is overdrawn (*i.e.*, "overdraft") or returned due to insufficient funds (*i.e.*, "NSF"). Additionally, a review of Plaintiff's monthly account statements shows that NexTier did not charge overdraft or NSF fees in connection with any so-called APSN debit card transactions.

- 4. Moreover, Plaintiff's breach of contract claims should be dismissed because the documents governing Plaintiff's account provided NexTier with the authority to assess the overdraft fee and foreign transaction fee referenced in Counts I and III, respectively, and because it did not assess any overdraft or NSF fee in connection with any of the referenced APSN transactions alleged in Count II.
- 5. Plaintiff's claims in Counts I through III also are legally insufficient to the extent they rely on the implied duty of good faith and fair dealing because they are duplicative of her breach of contract claims and, in any event, the implied duty cannot override NexTier's federal legal authority or the express terms of the governing Agreement.
- 6. Plaintiff cannot assert a claim for unjust enrichment against NexTier (Count IV) because, as demonstrated by her own allegations, the parties' relationship arises from an express contract (*i.e.*, the Deposit Account Agreement).
- 7. Finally, Plaintiff's UTPCPL claim (Count V) is legally insufficient because she has failed to allege any facts showing that NexTier acted deceptively or that she justifiably relied upon any action taken by NexTier.
- 8. For all these reasons, the Court should sustain NexTier's preliminary objections and dismiss Plaintiff's flawed Complaint with prejudice.

RELEVANT FACTUAL ALLEGATIONS AND BACKGROUND

9. On or about August 2011, Plaintiff (under a different name) opened a "checking" demand deposit account (the "Account") with Farmers & Merchants Bank of Western

Pennsylvania ("F&M Bank"). In doing so, she signed a signature card, agreeing to the terms set forth in, among other things, the Deposit Account Agreement, the Rate and Fee Schedule, the Funds Availability Policy Disclosure and Electronic Funds Transfer Agreement and Disclosure, "as amended by the Financial Institution from time to time." A true and correct copy of her signed Signature Card is attached to NexTier's Preliminary Objections as **Exhibit 1** to the authenticating Affidavit of Heidi J. McDowell.

- 10. On March 7, 2013, after she married Kenneth S. Heuser and changed her name, Plaintiff updated her information and added her husband to her Account at F&M Bank as a joint owner. A true and correct copy of the Plaintiff's second signed Signature Card is attached to NexTier's Preliminary Objections as **Exhibit 2** to the authenticating Affidavit of Heidi J. McDowell.
- 11. Defendant NexTier, which was formerly known as F&M Bank, is a federally chartered, national bank, that acquired and merged with NexTier, a federally chartered, national bank headquartered in Butler County, Pennsylvania. *See* Compl. ¶7. As a result of F&M Bank's acquisition of NexTier in 2014, F&M Bank changed its name to NexTier. Plaintiff has been a checking account customer of F&M Bank (later renamed NexTier) since 2011. *Id.* ¶5, 45.
- 12. Per the Signature Card, the Account is governed expressly by the Deposit Account Agreement, the Rate and Fee Schedule, the Funds Availability Policy Disclosure and Electronic Funds Transfer Agreement and Disclosure (the "Deposit Account Agreement" or "Agreement"). A true and correct copy of the Agreement is attached to NexTier's Preliminary Objections as **Exhibit 3** to the authenticating Affidavit of Heidi J. McDowell.¹

[&]quot;It is well established that the legal relationship between a financial institution and its depositors is based in contract, and that the contract terms are contained in the signature cards and deposit agreements." First Fed. Sav. & Loan Ass'n v. Office of the State Treasurer, 669 A.2d 914, 915 (Pa. 1995). Accord Perlberger Law Associates, P.C. v. Wells Fargo Bank, N.A., 2022 WL 2819136, *5 (E.D. Pa. July 19, 2022)

- 13. The Agreement sets forth the terms and conditions for the Account, including the assessment of overdraft and NSF fees. *Id.* at p. 2. Specifically, the Agreement provides that an "overdraft" occurs when "there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account..." *Id.*
- 14. The Agreement expressly provides that NexTier "may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not." *Id.* The Fee Schedule incorporated into the Agreement plainly disclosed that NexTier charges \$36.00 for an "Overdraft (Paid Item)" fee or a "NSF (Returned Item)" fee. *Id.*²
- 15. Notwithstanding her assertion of three claims directly premised on the Deposit Account Agreement, Plaintiff fails to attach the Agreement and only vaguely refers to the Agreement's terms "on information and belief." *See, e.g.*, Compl. ¶27, 29, 31, 33-34, 46. She does not dispute (because she cannot) that the amount of the overdraft or NSF fee (\$36.00) was disclosed to her.
- 16. Plaintiff conclusorily alleges that NexTier assessed "multiple fees" on the same item on January 5, 2022. Compl. ¶¶42-44. In making this allegation, Plaintiff plainly bases her allegation on her monthly statement for the Account for the period December 25, 2021 through and ending January 24, 2022. A true and correct copy of Plaintiff's January 2022 Monthly Account

⁽holding that a party signing a signature card that incorporates an account agreement is bound by the terms of that agreement) (citing cases).

Each former customer of F&M Bank was sent a "Welcome Packet" in the Fall of 2014 that included a copy of NexTier's Schedule of Fees, which disclosed the amount of the overdraft fee, and a one-page description of NexTier's overdraft practices, which also disclosed the amount of the overdraft fee. A true and correct copy of the Welcome Packet (with these disclosures) is attached to Defendant's Preliminary Objections as **Exhibit 4** to the authenticating Affidavit of Heidi J. McDowell.

Statement for the period December 25, 2021 to January 24, 2022 is attached to NexTier's Preliminary Objections as Exhibit 5 to the authenticating Affidavit of Heidi J. McDowell.

- 17. Plaintiff also alleges that NexTier purportedly assessed so-called "Authorize Positive, Settle Negative" fees ("APSN fees") to the Account on December 29, 2021, January 24, 2022, and August 17, 2022. *Id.* ¶¶96-98.
- 18. Specifically, she alleges that on each date NexTier assessed an overdraft fee in connection with each of these transactions because the Account balance was negative at the time that the transactions were posted to the Account. *Id*.
- 19. Again, Plaintiff bases her allegation on her monthly statements for the Account for the period December 25, 2021 through January 24, 2022 (Exhibit 5), the period January 25, 2022 through February 24, 2022 (Exhibit 6) as well as the period July 23, 2022 through August 24, 2022. A true and correct copy of Plaintiff's August 2022 Monthly Account Statement for the period July 23, 2022 to August 24, 2022 is attached to NexTier's Preliminary Objections as Exhibit 7 to the authenticating Affidavit of Heidi J. McDowell.³
- 20. Lastly, Plaintiff alleges that NexTier assessed a so-called "foreign transaction" fee of \$1.01 in connection with a purchase that she made on August 1, 2022. *Id.* ¶105-106. This allegation also is based on her monthly statement for the period July 23, 22 through August 24, 2022. Exhibit 7.

Each of Plaintiff's monthly statements informed her when she incurred an overdraft fee (i.e., when an item was paid by NexTier even though the Account had a negative balance because she lacked sufficient funds in the Account) and when she incurred an NSF fee (i.e., when an item was returned due to insufficient funds). See Exhibits 5, 6, and 7. Moreover, her monthly statements informed her of the total amount of overdraft fees and NSF fees she incurred each month and the total amount of such fees year-to-date. See, e.g., Exhibits 5, 6, and 7.

FIRST OBJECTION:

Plaintiff's Claims Related to NexTier's Deposit-Taking Powers and Disclosure Methods Are Preempted by the National Bank Act and OCC Regulations.

- 21. The NBA expressly authorizes national banks to "receiv[e] deposits" and "to exercise... all such incidental powers as shall be necessary to carry on the business of banking." 12 U.S.C. § 24 (Seventh). The Office of the Comptroller of the Currency ("OCC") also may "authorize additional activities if encompassed by a reasonable interpretation of § 24 (Seventh)." Bank of Am., 309 F.3d at 562 (quoting Independent Ins. Agents of Am., Inc. v. Hawke, 211 F.3d 638, 640 (D.C. Cir. 2000)).
- 22. The OCC's preemption regulation relating to a national bank's exercise of its deposit-taking powers, 12 C.F.R. § 7.4007 ("Section 7.4007") preempts Plaintiff's claims. Section 7.4007 is a "full-dress regulation, issued by the Comptroller himself and adopted pursuant to the notice-and-comment procedures of the Administrative Procedure Act designed to assure due deliberation." *Smiley v. Citibank*, 517 U.S. 735, 741 (1996).
- 23. Critically, states may not "prevent or significantly interfere with [a] national bank's exercise of its powers." *Barnett Bank*, 517 U.S. at 33. Furthermore, "[w]hen state laws significantly impair the exercise of authority, enumerated or incidental under the NBA, the state laws must give way." *Monroe Retail, Inc. v. RBS Citizen, N.A.*, 589 F.3d 274, 283 (6th Cir. 2010) (citing *Watters*, 550 U.S. at 12). "[T]he level of 'interference' that gives rise to preemption under the NBA is not very high." *Id.*
- 24. With the above principles in mind and as more fully explained in NexTier's Brief in Support, pursuant to OCC regulations, "[a] national bank may receive deposits and engage in any activity incidental to receiving deposits, including issuing evidence of accounts, subject to terms, conditions, and limitations prescribed by the Comptroller of Currency and any other

applicable Federal law." 12 C.F.R. § 7.4007(a). Importantly, under Section 7.4007, a bank's deposit taking powers include not only the power to "receive deposits," but also "any activity incidental to receiving deposits."

- 25. "The deposit and withdrawal of funds 'are services provided by banks since the days of their creation...and "such activities define the business of banking." Gutierrez v. Wells Fargo Bank, N.A., 704 F.3d 712, 723 (9th Cir. 2012) (citing Bank of Am., 309 F.3d at 563).
- 26. Moreover, "[a] national bank may exercise its deposit-taking powers without regard to state law limitations concerning: . . . (ii) [c]hecking accounts; [and] (iii) [d]isclosure requirements." 12 C.F.R. § 7.4007(b)(2) and (3).
- 27. By seeking to interfere with NexTier's deposit-taking powers and to recover the fees that she was assessed, Plaintiff is attempting to impose state law restrictions or requirements concerning NexTier's "checking accounts" as well as NexTier's "disclosure" of its deposit-related and fee-related practices. Essentially, Plaintiff is attempting to dictate the manner in which her depository account will operate, including the order and timing of debits, and the form and content of NexTier's disclosures.
- 28. In sum, because Plaintiff's claims amount to an attempt to exercise *de facto* state law regulation of deposit taking powers and disclosure functions, they are preempted pursuant to the NBA and Section 7.4007(b)(2) and (3).

SECOND OBJECTION:

Plaintiff's Claims Related to the Manner in Which NexTier Calculates and Charges Fees Are Preempted by the National Bank Act and OCC Regulations.

29. Plaintiff's allegations arising out of NexTier's assessment of overdraft fees and NSF fees also are preempted by the NBA. Pursuant to OCC regulations, "[a] national bank may receive deposits and engage in any activity incidental to receiving deposits, including issuing

evidence of accounts, subject to such terms, conditions, and limitations prescribed by the [OCC] and any other applicable Federal law." 12 C.F.R. § 7.4007(a).

- 30. In addition, a national bank is expressly authorized to assess "non-interest charges and fees, including deposit taking activities." 12 C.F.R. § 7.4002(a). "The establishment of non-interest charges and fees, their amounts, and the method of calculating them are business decisions to be made by each bank, in its discretion, according to sound banking judgment and safe and sound banking principles." 12 C.F.R. § 7.4002(b)(2).
- 31. "A national bank establishes non-interest charges and fees in accordance with safe and sound banking principles if the bank employs a decision-making process through which it considers..."[t]he deterrence of misuse by customers of banking services." *Id*.
- 32. The OCC has determined consistently that the power to impose fees necessarily includes the power to determine, *inter alia*, whether to return or pay an item, the order in which to post debits and the amount of the fee. Dictating how a national bank assesses fees and posts debits, however, effectively "mandates the order in which [national] banks carry out their daily account-balancing and account-management functions" and is "unduly burdensome." *Monroe Retail, Inc.*, 589 F.3d at 284.
- 33. NexTier's decision to assess NSF fees and overdraft fees, which is aimed at deterring misuse of its accounts and protecting its safety and soundness, falls squarely within these enumerated powers.
- 34. Critically, each of Plaintiff's claims seek to significantly interfere with and impose impermissible restrictions upon NexTier's ability to make these decisions and assess these fees. As a result, they are preempted and should be dismissed with prejudice.

THIRD OBJECTION:

Count I of the Complaint Should Be Dismissed Because the Deposit Account Agreement Authorized NexTier to Assess the Overdraft Fee at Issue.

- 35. To establish a breach of contract claim, the plaintiff must allege facts showing that there was a contract, that the defendant breached a specific provision of the contract, and that the plaintiff suffered damages as a result of the breach. *Discover Bank v. Stucka*, 33 A.3d 82, 87 (Pa. Super. Ct. 2011).
- 36. Count I is legally insufficient because NexTier was authorized to assess an overdraft fee to Plaintiff in connection with the transaction at issue.
- 37. "An overdraft arises when a customer of a bank draws from that bank more money than is standing to his [or her] credit in his [or her] account with the bank." Henry J. Bailey, *Brady on Bank Checks: The Law of Bank Checks* 348 (3d ed. 1962).
- 38. In Count I, Plaintiff alleges (erroneously) that NexTier assessed "multiple fees on an item" on January 5, 2022. Compl. ¶42. While Plaintiff is not specific, she appears to allege that she was charged more than one fee on what she refers to as a "RETRY PYMT." Compl. ¶¶42-44. A review her January 2022 Account statement shows that the only RETRY PYMT that was made on January 5, 2022 was an electronic payment request submitted by Discover in the amount of \$50.00. Exhibit 5 at p. 3.
- 39. There was a prior, separate payment request by Discover attempting to withdraw funds in the amount of \$50.00 presumably at Plaintiff's direction for an electronic payment on December 31, 2021. This payment request was returned by NexTier on January 3, 2022 because the Account contained insufficient funds. *Id.* at p. 2-3.

- 40. In accordance with the Agreement, NexTier was authorized and permitted to charge a "Returned Item" or NSF fee when the December 31, 2021 Discover payment was presented and the Account lacked the necessary funds to pay the item.
- 41. NexTier had the right, in its sole discretion, to either return the item as drawn on insufficient funds or to pay the item.
- 42. When Discover submitted the separate withdrawal request on January 5, 2022, the Account continued to be overdrawn but NexTier nevertheless permitted the funds to be withdrawn and the item was paid. *Id.* at p. 3.⁴
- 43. Because this withdrawal was effectuated at a time when the Account clearly and unequivocally had a negative balance, NexTier assessed an overdraft fee of \$36.00 to the Account on January 6, 2022 in accordance with the terms of the Agreement. *Id*.
- 44. The overdraft fee at issue was expressly authorized by the Agreement, which explained that an "overdraft" occurs when "there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account." See Exhibit 3 at p. 2.
- 45. In addition, the Agreement expressly provides that NexTier "may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not." *Id*.
- 46. Moreover, both the Fee Schedule that is incorporated into the Agreement and the Welcome Packet that Plaintiff received plainly disclosed that NexTier charges \$36.00 for an overdraft fee. See Exhibits 3 & 4.

NexTier's decision to permit this withdrawal to be completed despite the fact that the Account had a negative balance on January 5, 2022 undoubtedly conferred a direct benefit upon Plaintiff insofar as Discover likely would have assessed a fee against her in the event that this payment was returned again due to insufficient funds.

- 47. In addition, in the Welcome Packet, NexTier notified Plaintiff that its practice was to charge a fee of up to \$36.00 "each time we pay an overdraft." See Exhibit 4.
- 48. NexTier's use of the phrase "each time" unambiguously conveyed that it had the right to assess a new fee each time that a transaction was presented for payment.
- 49. The Agreement conveyed a similar message insofar as it states that NexTier "may assess a service charge on any withdrawal...that results in an overdraft." See Exhibit 3 at p. 2.
- 50. The term "any withdrawal" clearly authorized NexTier to charge a fee each time that it paid or returned a transaction when the Account contained insufficient funds regardless of whether the transaction at issue was re-presented by a merchant.
- 51. Because NexTier possessed the authority to assess the overdraft fee challenged in Count I, this claim is legally insufficient and should be dismissed with prejudice

FOURTH OBJECTION:

Count II of the Complaint Must Be Dismissed Because Plaintiff's Monthly Statements Demonstrate that NexTier Did Not Assess the APSN Fees as Plaintiff Alleges in the Complaint.

- 52. Next, a simple review similarly confirms that NexTier did not charge an overdraft or NSF fee in connection with debit transactions involving any of the three supposed APSN situations. Compl. ¶¶ 96-98.
- 53. Plaintiff appears to allege vaguely that NexTier charged an overdraft fee to her Account in connection with the debit card purchase that she made at Sheetz on December 27, 2021 (and that was processed on December 29, 2021) in the amount of \$62.50. See Exhibit 5 at p. 1.
- 54. However, the overdraft fees of \$72.00 that NexTier assessed to the Account on December 29, 2021 were comprised of two different overdraft fees in the amount of \$36.00. *Id.*
- 55. These fees pertained to the two transactions that were posted to the Account on December 28, 2021 that resulted in overdrafts. *Id*.

- 56. While Plaintiff seemingly alleges that NexTier assessed an overdraft fee in connection with one or more of the debit card purchases that she made on January 24, 2022, this too is inaccurate.
- 57. The overdraft fees of \$72.00 that NexTier assessed to the Account on January 25, 2022 were comprised of two different overdraft fees in the amount of \$36.00. **Exhibits 5 & 6** at p. 1.
- 58. These fees pertained to the Peoples Township LLC gas bill payment of \$150.00 that was posted to the Account on January 24, 2022 and the check in the amount of \$250.00 that was posted to the account on the same date, both of which resulted in an overdraft. **Exhibits 5 &** 6 at p. 5.
- 59. Neither overdraft fee was assessed in connection with Plaintiff's debit card purchases.
- 60. Plaintiff's final APSN fee allegation is equally misguided. While Plaintiff seemingly contends that NexTier assessed an overdraft fee to the Account on August 17, 2022 stemming from the debit card purchase that was posted on that same day, this overdraft fee was assessed in connection with the Capital One payment that Plaintiff made in the amount of \$50 on August 16, 2022. See Exhibit 7 at p. 6.
 - 61. As a result, Count II of the Complaint must be dismissed with prejudice.

FIFTH OBJECTION:

Count III of the Complaint Should Be Dismissed Because NexTier is Permitted to Charge a Foreign Transaction Fee by the Deposit Account Agreement and the National Bank Act.

62. In Count III, Plaintiff alleges that NexTier breached the Agreement by charging a foreign transaction fee. Compl. ¶¶174-188. In support of this claim, Plaintiff alleges only that "on

August 1, 2022, Plaintiff made a purchase from a vendor identified as "WEIKEGUO" for \$55.94, and NexTier assessed a \$1.01 [foreign transaction] fee on her transaction." *Id.* ¶106.5

- 63. Plaintiff does not allege any facts as to the location of the vendor, the nature of the product purchased, whether the product was purchased at a store located in the United States or, more likely, whether the product was purchased over the internet from an unknown source for whom she does not know the location or identity of the seller.
- 64. Plaintiff alleges that NexTier was not authorized to charge any foreign transaction fee based on *her location* when she engaged in the transaction, regardless of any other facts or circumstances.
- 65. Of course, Plaintiff fails to point to any language in the Agreement purportedly supporting this contrived expectation or, more to the point, where NexTier agreed to any such understanding.
- 66. The Electronic Funds Transfer Agreement and Disclosure portion of the Agreement between NexTier and Plaintiff provided: "When you use your Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount.
- 67. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a government mandated rate in effect or a rate selected by Visa from the range of rates available in wholesale markets...." **Exhibit 3** (Deposit Account Agreement incorporating Electronic Funds Transfer Agreement and Disclosure p. 2) (emphasis added).

The relevant monthly statement identifies the August 1, 2022 transaction as a July 28, 2022 "POS PURCHASE" via PAYPAL from WEIKEUGUO. **Exhibit 5**. The \$1.01 fee is described as "VISA International Fee Assessment PAYPAL WEIKGUO." *Id.* The POS Purchase indicates that the Plaintiff made a purchase on-line using her debit card via PayPal and the Visa network. *Id.*

- 68. Simply put, Plaintiff cannot reconcile her purported subjective expectation with the language of the Agreement. Nothing in the Agreement ties the assessment of the foreign transaction fee to the Plaintiff's location when she conducts a transaction.
- 69. Plaintiff used NexTier's banking services to conduct this transaction and there was nothing unfair or unconscionable about the assessment of a nominal fee for her doing so. Plaintiff offers nothing but boilerplate conclusions and rhetoric in Count III.
- 70. Accordingly, NexTier was authorized under the Agreement to charge the foreign transaction fee and Plaintiff has failed to allege facts sufficient to sustain her claim. Count III should be dismissed with prejudice for this reason alone.
- 71. In addition, as with the overdraft and NSF fees, a national bank, such as NexTier, is expressly authorized to charge the VISA international fee or "foreign transaction" fee under 12 C.F.R. §7.4002(a), the OCC regulation permitting the assessment of "non-interest charges and fees."

SIXTH OBJECTION:

Plaintiff's Breach of Contractual Duty of Good Faith Claims Are Legally Insufficient Because They are Duplicative and Subsumed Within Her Breach of Contract Claims.

- 72. Plaintiff's claims for breach of the implied contractual duty of good faith and fair dealing should be dismissed because the duty to act in good faith does *not* create or support an independent cause of action under Pennsylvania law. *See LSI Title Agency, Inc. v. Evaluation Servs.*, 951 A.2d 384, 391-92 (Pa. Super. Ct. 2008).
- 73. In Pennsylvania, a claim for breach of good faith is "subsumed in a breach of contract claim." *Id.* at 391.

- 74. Plaintiff does not plead any separate claims in this regard but merely refers to the implied duty in her breach of contract claims. Compl. ¶¶149-154, 164-169, 179-185. Indeed, Plaintiff offers nothing but legal conclusions and boilerplate allegations. *Id.*
- 75. Therefore, because she does not (and cannot) allege any distinct, cognizable claims for breach of the duty of good faith, her Complaint does not state any independent causes of action in this regard.
- 76. Separately and most importantly, Pennsylvania law is well-established that the implied covenant of good faith cannot be used to modify or override express contractual terms. *Witmer v. Exxon Corp.*, 434 A.2d 1222, 1226-27 (Pa. 1981).
- 77. Because any such purported claims are not independent causes of action and they are legally insufficient, any such claims should be dismissed with prejudice.

SEVENTH OBJECTION:

Plaintiff's Unjust Enrichment Claim Is Barred Because, According to Her Allegations, the Parties' Relationship Arises from a Written Agreement.

- 78. Plaintiff's unjust enrichment claim also is legally deficient and should be dismissed with prejudice. It is well-established under Pennsylvania law "that the doctrine of unjust enrichment is inapplicable when the relationship between the parties is founded upon a written agreement or express contract." Wilson Area Sch. Dist. v. Skepton, 895 A.2d 1250, 1254 (Pa. 2006) (citations omitted).
- 79. Because the relationship between Plaintiff and NexTier arises from and is governed by an express contract, *i.e.*, the Agreement, the doctrine of unjust enrichment is inapplicable to this case. In fact, in Count IV, Plaintiff expressly incorporates the "preceding paragraphs" of her Complaint averring the existence of the written Agreement. Compl. ¶189.

- 80. Moreover, Plaintiff's claim that the unjust enrichment claim is "brought solely in the alternative" and "applies only if the parties' contracts are deemed unconscionable or otherwise unenforceable" is legally insufficient because she has not pled facts supporting these purported legal conclusions. See e.g. Toppy v. Passage Bio, Inc., 285 A.3d 672, 688 (Pa. Super. Ct. 2022).
 - 81. As a result, Count IV of the Complaint should be dismissed with prejudice.

EIGHTH OBJECTION:

Plaintiff Has Failed to Allege Facts Demonstrating Any Actionable Conduct Under the UTPCPL by NexTier.

- 82. The UTPCPL allows "any person" who purchases or leases goods or services to bring an action for an unfair or deceptive trade practice as defined under the law. See 73 P.S. § 201-9.2. The UTPCPL lists 20 specific types of actionable conduct, plus a "catch-all" provision prohibiting: "[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. § 201-2(4)(i)-(xxi).
- 83. To assert a UTPCPL claim, a plaintiff must plead: 1) a violation of one of these subsections, 2) justifiable reliance, 3) causation, and 4) damages. *Kern v. Lehigh Valley Hosp.*, 108 A.3d 1281, 1290 (Pa. Super. Ct. 2015). A plaintiff alleging deceptive conduct under the UTPCPL's catch-all provision must prove that he justifiably relied on the defendant's alleged deceptive conduct or statements. *Kirwin v. Sussman Automotive*, 149 A.3d 333, 336-37 (Pa. Super. Ct. 2016).
- 84. Because Plaintiff is alleging that NexTier engaged in deceptive conduct under the UTPCPL's catch-all provision, she is required to prove that she justifiably relied on any supposedly deceptive conduct that she alleges NexTier engaged in. However, as set forth more fully below, Plaintiff's claim should be dismissed because she cannot show that NexTier acted deceptively or that she justifiably relied upon any action or inaction taken by NexTier.

- 85. To assert a "catch-all" UTPCPL claim, the plaintiff must plead facts supporting the elements of common-law fraud when claiming "other fraudulent conduct," *Prime Meats, Inc. v. Yochim*, 619 A.2d 769, 773 (Pa. 1993), or by otherwise alleging "deceptive conduct which creates a likelihood of confusion or of misunderstanding." *Gregg*, 245 A.3d at 648. "Deceptive" has been defined as "[a]n act or practice" that "has the capacity or tendency to deceive," and the "acts and practices are capable of being interpreted in a misleading way." *Id*.
- 86. Plaintiff's allegations that NexTier acted deceptively or fraudulently are premised entirely upon her allegations that NexTier improperly assessed certain fees to the Account. *See* Compl. ¶200-01.
- 87. However, as set forth more fully *supra*, each of Plaintiff's underlying claims that NexTier improperly assessed overdraft, NSF, and foreign transaction fees to the Account are fatally flawed and must be dismissed with prejudice.
- 88. Accordingly, Plaintiff has failed to allege facts demonstrating that NexTier acted deceptively and her UTPCPL claim in Count V should be dismissed with prejudice.

NINTH OBJECTION:

Plaintiff Has Failed to Allege Facts Demonstrating That She Justifiably Relied Upon any Allegedly Actionable Conduct by NexTier.

- 89. Plaintiff also has not demonstrated that she justifiably relied upon NexTier's allegedly actionable conduct to her detriment. In her Complaint, Plaintiff alleges conclusorily that she and putative class members "relied upon NexTier's affirmative misrepresentations and material omissions to their detriment." See Compl. ¶203.
- 90. Plaintiff does not allege that she read any specific part of the Agreement or any other disclosures and relied on it to her detriment.

- 91. Moreover, because Plaintiff did not retain a copy of the Agreement, it naturally follows that she likely possesses no knowledge regarding the disclosures that NexTier made in the Agreement.
- 92. To the extent Plaintiff was unaware of the disclosures that NexTier provided regarding its ability to assess overdraft and/or NSF fees to the Account, it would be impossible for her to take any action (e.g., the completion of a debit card transaction or ACH transfer) in reliance upon those disclosures.
- 93. Plaintiff's UTPCPL claim should be dismissed because she has not (and cannot) plead facts demonstrating that she justifiably relied upon any action or inaction taken by NexTier. Plaintiff does not come close to pleading justifiable reliance or causation. She does not allege that she even read the Deposit Account Agreement, much less relied upon any of the provisions contained therein.
- 94. Plaintiff does not include a single allegation that she read or relied upon any specific statement, representation, or policy of NexTier prior to taking any action. For instance, Plaintiff does not allege that she only wrote checks, made debit card purchases, or approved ACH transfers because of an action that NexTier took or any supposed representation that it made.
- 95. To the extent that Plaintiff attempts to allege that she took one or more of these actions based upon certain language contained in the Agreement, this argument should be rejected because she pled that the Agreement was not "assessable [sic] or available to the Plaintiff despite efforts to obtain it." See, e.g., Compl. ¶146.
- 96. In sum, because Plaintiff has not (and cannot) plead justifiable reliance, her UTPCPL claim in Count V should be dismissed with prejudice.

TENTH OBJECTION:

Plaintiffs' Numerous Allegations as to Other Banks and Credit Unions Should be Stricken.

- 97. Rule 1028(a)(2) provides that preliminary objections may be filed for failure of a pleading to conform to law or rule of court or "inclusion of scandalous or impertinent matter." Pa. R. Civ. P. 1028(a)(2).
- 98. "To be scandalous and impertinent, the allegations must be immaterial and inappropriate to the proof of the cause of action." Common Cause/Pennsylvania v. Commonwealth of Pennsylvania, 701 A.2d 108, 115 (Pa. Commw. Ct. 1998), aff'd, 757 A.2d 367 (Pa. 2000). Accord Biros v. ULock, Inc., 255 A.3d 489, 497 (Pa. Super. Ct. 2021).
- 99. Throughout her Complaint, Plaintiff makes allegations regarding various other unaffiliated banks and credit unions that are not parties to this lawsuit. Specifically, she references the following *thirteen (13)* irrelevant financial entities: JPMorgan Chase (Compl. ¶23), Community Bank, N.A. (*Id.* ¶39), USAA, Discover, Barclays, Capital One, Boeing Employees' Credit Union (*Id.* ¶102), Bank of America (*Id.* ¶116-117), TD Bank (*Id.* ¶118), Ally Bank (*Id.* ¶119), American Airlines Federal Credit Union (*Id.* ¶120), and South State Bank (*Id.* ¶121).
- 100. None of these allegations or entities has any relevance or pertinence to Plaintiff's relationship or dealings with NexTier.
- 101. Moreover, none of the terms of any contract between any of these other banks or credit unions has any relevance to any element of Plaintiff's claims.
- 102. Indeed, notwithstanding her failure to specify the language of her Agreement or to attach it, Plaintiff interjects numerous quotations of the completely irrelevant and impertinent, alleged agreements of these other banks or credit unions.
- 103. Because these other alleged agreements have no relevance to her claims and their inclusion in this matter would only prejudice NexTier before this Court and confuse or distract any

fact finder, they should be stricken under Rule 1028(a)(2). *Common Cause/Pennsylvania*, 701 A.2d 108 at 115 (striking allegations); *Biros*, 255 A.3d at 497 (affirming order striking allegations).

104. Additionally, Plaintiff's counsel's various references in the Complaint to supposed studies, articles, advocacy statements, and other consumer complaints against other banks (Compl. ¶¶14-22, 52, 55-57, 85-92, 101) – none of which relate to NexTier directly or have any relevance to Plaintiff's claims – should be stricken for the same reasons.

WHEREFORE, Defendant NexTier Bank, N.A. respectfully requests that this Court sustain its Preliminary Objections and dismiss Plaintiff's Complaint with prejudice.

Defendant's Brief in Support of these Preliminary Objections is being filed herewith and incorporated by reference, and a Proposed Order is attached.

Dated: April 10, 2023

Respectfully submitted,

Michael J. Pawk (PA I.D. No. 54413)

LUTZ, PAWK & BLACK

The NexTier Center Building, Suite 102

101 E. Diamond Street Butler, PA 16001

Phone: (724) 285-3400

mikepawk@lutzandpawklaw.com

Roy W. Arnold (PA I.D. No. 70544)

Thomas P. Cialino (PA I.D. No. 312008)

Alexander J. Bell (PA I.D. No. 327201)

BLANK ROME LLP

Union Trust Building

501 Grant Street, Suite 850

Pittsburgh, PA 15219

Telephone: (412) 932-2814

roy.arnold@blankrome.com

thomas.cialino@blankrome.com

alexander.bell@blankrome.com

Counsel for Defendant NexTier Bank, N.A.

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all others similarly situated,

Plaintiff,

V.

NEXTIER BANK, N.A.,

Defendant.

Civil Division

Case No. AD-2023-10076

AFFIDAVIT OF HEIDI J. MCDOWELL IN SUPPORT OF DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

Filed on Behalf of Defendant

NEXTIER BANK, N.A.

Counsel of Record for Defendant:

Michael J. Pawk PA I.D. No. 54413

LUTZ, PAWK & BLACK

The NexTier Center Building 101 E. Diamond Street, Suite 102

Butler, PA 16001

Phone: (724) 285-3400

mikepawk@lutzandpawklaw.com

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Phone: (412) 932-2814

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thomas.cialino@blankrome.com

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IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all others similarly situated,

Civil Division

Case No. AD-2023-10076

Plaintiff.

v.

NEXTIER BANK, N.A.,

Defendant.

AFFIDAVIT OF HEIDI J. MCDOWELL IN SUPPORT OF DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

I, Heidi J. McDowell, being of full age, hereby certify as follows:

- 1. I am over 18 years of age, am of sound mind and am a qualified person authorized to execute and submit this affidavit on behalf of Defendant, NexTier Bank, N.A. ("NexTier"), formerly known as Farmers & Merchants Bank of Western Pennsylvania.
- 2. I am authorized to make this affidavit and the affidavit is being made on behalf of NexTier in support of NexTier's Preliminary Objections to Plaintiff's Complaint in the above-captioned action.
- 3. I am employed by NexTier as a Senior Vice President and Chief Banking Officer.

 I am familiar with the manner in which NexTier's account agreements, disclosures and other records are kept and maintained.
- 4. I am familiar with the facts set forth in this Affidavit, through my personal knowledge and review of corporate records maintained in the ordinary course of business by NexTier. I am familiar with the recordkeeping practices of NexTier. The contents of this Affidavit are true and correct based upon my personal knowledge of the processes by which NexTier keeps and maintains records. If called as a witness, I can testify competently to my knowledge of the facts in this Affidavit.

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- 5. A true and correct copy of the Signature Card signed by Plaintiff Diana L. Heuser (nee Diana L. Reedy) ("Plaintiff") is attached hereto as **Exhibit 1**.
- 6. A true and correct copy of the Plaintiff Diana L. Heuser's second signed Signature Card is attached hereto as **Exhibit 2**.
- 7. A true and correct copy of the Deposit Account Agreement, the Rate and Fee Schedule, the Funds Availability Policy Disclosure and Electronic Funds Transfer Agreement and Disclosure is attached hereto as **Exhibit 3**.
- 8. A true and correct copy of the Welcome Packet (including the Schedule of Fees) sent to each customer of NexTier Bank/Farmers & Merchants Bank of Western Pennsylvania is attached hereto as **Exhibit 4**.
- 9. A true and correct copy of Plaintiff's Monthly Account Statement for the period December 25, 2021 to January 24, 2022 is attached hereto as **Exhibit 5**.
- 10. A true and correct copy of Plaintiff's Monthly Account Statement for the period January 25, 2022 to February 24, 2022 is attached hereto as **Exhibit 6**.
- 11. A true and correct copy of Plaintiff's Monthly Account Statement for the period July 23, 2022 to August 24, 2022 is attached hereto as **Exhibit 7**.

12. I hereby certify the	at the statements herein are true and correct to the best of my
knowledge, information and beli	ef. I understand that false statements herein are subject to the
penalties of 18 Pa. C.S. § 4904, re	elating to unsworn falsification to authorities.
Dated: April 6, 2023	Heidi JMcDowell
	Name: Heidi J. McDowell
	Title: Senior Vice President & Chief Banking Officer
NOTARY:	
be an	(Type or print name below signature) Notary Public, State of PA Commission No.: 114587 o
My Commission Expires: 3 - 2	-27
Commonwealth of Penns Susan K. Landgra Butler C My commission expi Commission nur	sylvania - Notary Seal f, Notary Public punty res March 2, 2027

Member, Pennsylvania Association of Notaries

EXHIBIT 1

Farmers & Merchants Bank of Western P	ennsylvar428N305	Account Purpose: Consum	ıer	
Account Holder Name(s): DIANA & REEDY		ACCOUNT TYPE	ACCOUNT	NUMBER
Reporting SSN/TIN:		Free VIP Checking	1305	
Mailing Address: TEMPLETON, PA 16	3259	Date Opened Date Revise 08-05-11		Verifled By
Telephone Number: Work		00-00-11	NAM	
	() RAA0242			ν
OWNERSHIP TYPE individual				
Signatures of Autho	orized individuals. This A	Agreement is subject to all ten	ms below.	
(x) Liana & Lecolog				
	natures and printed name	s of each account signer)	····	
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mportant: Under penalties of perjury, I certify that	porting SSN: 183-58-409	30 bove is my correct taxpayer is	dentification number	r, 2) I am a U,S, citize
or other U.S. person (defined in the instructions), and	d 3) that (check appropri	ate box):		
I am not subject to backup withholding, because subject to backup withholding as a result of fail subject to backup withholding.	i am exempt from back iture to report all interes	up withholding, or because I t or dividends, or because th	have not been notifi e IRS has notified	ed by the IRS that I ar me that I am no longe
I am subject to backup withholding			V~ 11	
Signature of Authorized Individual: (X)	a XXX000011		85-11	
	1.	Da	te	
The following information may be used to further ide	entify individual(s) for el	ephone instructions, large tra	nsections, or if a sig MMN	nature varies. Mother's Maiden Nam
Name: DIANA L REEDY KAA 0242	SSN:			
Street: TEMPLETON, PA 16259				
Malling: TEMPLETON, PA 18259 Phone: (H): (W):				
Job: STEINER & STEINER				
DOB: MANAGEMENT OF STERNAL TO STE				
ID: Drivers License-	MMN:			

EXHIBIT 2

Farmers & Merchants Bank of Western Pen	nevivad s sman c	Account Purpose: Con-	elimar						
Account Holder Name(s): DIANA L HEUSER or KENNET		ACCOUNT TYPE ACCOUNT NUMBER							
Reporting SSN/TIN:	9	Pres VIP Checking Date Opened Date Re 08-05-11 03-07		Vocalled Day					
Number of Signatures Required: 1 CIF Number: R OWNERSHIP TYPE Voint (Right of Survivorship)				7,					
Signatures of Authorized Individuals. This Agreement is subject to all terms below.									
Laura & Meura	x -	LAR.	I fram						
DIANA L HEUSER		KENNETH S HEUSER nd printed names of each account algner)							
(Oignate	i es atio hunten names o	T Bach Bocount Signer)							
The Authorized Individual(s) signing above agree(s), join and Disclosure, the Time Certificate of Deposit or Con Availability Policy Disclosure, the Substitute Check Poli acknowledge receipt of our privacy policy (if applicable) any previous card(s) for the account(s) listed herein, is provided at least one copy of these deposit account defective the next business day.	firmation of Time Dapo ley Disclosure, the Elec I, as amended by the Fi Each of the Authorizari	sit Agreement (if appli tronic Funds Transfer : nancial institution from Individuallet signing el	cable), the Rate and Fe Agreement and Disclosi time to time. This sign	e Schedule, the Funds ure, lif applicable), and nature card supersedes					
TIN/BACKUP WITHHOLDING Report Important: Under penaltiee of perjury, I certify that 1) to or other U.S. person (defined in the instructions), and 3)	ng SSN: 183-68-4090 he number shown ebov that (chack appropriate	e la my correct taxpayı box);	er identification number	, 2) I am a U.S. citizen					
i am not subject to backup withholding, because ! as subject to backup withholding as a result of failure subject to backup withholding.	m exempt from backup to report all interest of	withholding, or becaus dividends, or because	e I have not been notified r	ed by the IRS that I am ne that I am no longer					
I I am subject to backup withholding.	lol.		\ {						
Signature of Authorized Individual: X alam Miles Dec 3713									
			Date						
The following information may be used to further identif	y individualis) for teleph	one instructions, large	transactions, or if a sign MMN =	nature varies. Mother's Malden Name					
Name: DIANA I, HEUSER Street: Templeton, PA 1626	SSN:								
Malling: TEMPLETON, PA 16259	3			ļ					
Phone: (H); Telline (W); Job; STEINER & STEINER	1								
DOB: Transport	MMN:								
ID: Drivers License	Exp Date:	Country: USA	St; PA						
11001111	Exp Date:	Country:	St:						
Name: KENNETH S HEUSER	SSN								
Mailing: Market , TEMPLETON, PA 16259									
Phone: (H): (W):									
Job: DOB: AND	MMN:								
ID:	Exp Date:	Country:	St:	1					
	Exp Date:	Country:	St:						

EXHIBIT 3

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

4-26-21

Depositor:

Financial Institution:

NexTier Bank N.A. Deposit Support 101 E Diamond St Butler, PA 16001

INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your." The Financial institution is referred to as "we," "our," and "us." This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement as amended from time to time. You agree that we may walve, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

DATE ACCOUNT OPENED. If you open an account with us after 4:30 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date and issue date purposes.

DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

INTEREST. If your Account earns interest, the following information applies: (A) Payment of Interest. We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rale"). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. (B) Minimum Balance Requirements. The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. (C) Initial Interest Rate. The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). (D) Interest Compounding and Crediting. The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest accrual. We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. (F) Changes. We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

BALANCE METHODS. As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

DEPOSIT RULES. The following terms apply to deposits made to your Account: (A) Endorsements. You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. We may permit you to deposit an electronic image or other electronic information related to a paper check through a service we provide that allows you to use a device, such as a mobile phone, to create and send to us such electronic image or information electronically. Before capturing an electronic image or electronic information of a paper check, you must endorse the check payable to the order of us "for mobile deposit only", followed by your signature and Account number, or any alternative restrictive endorsement we may allow and communicate to you. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. (B) Final Payment. All non-cash Items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the Item, in charging you or any of your Accounts for the amount of the returned Item. We reserve the right to refuse any Item for deposit into your Account. (C) Notice of Stop Payment, Legal Process, or Setoff. A check received by us before the close of the banking day deposit into your Account. (C) Notice of Stop Payment, Legal Process, or Setoff. A check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 4:30 of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement. (D) Direct Deposits. If we offer direct deposit services for automatic preauthorized deposits to your Account of Sodal Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. (E) Crediting of Deposits. The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. (F) Substitute Checks and Electronic Files Pertaining to Original Checks. If you deposit a "substitute check" (as defined in Regulation CC §

Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic image or electronic information related to a paper check for deposit into your Account, you agree to reimburse us for losses, costs, and expenses we may pay or incur associated with the electronic image or information not meeting applicable standards for such images and/or from duplicate payment associated with the check. (G) Deposit Discrepancies. When you make a deposit to your account, we will credit your account for the amount stated on your deposit slip and we may provide you with a deposit receipt. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. This may be the case, for example, if the amount credited to your account was more than the amount actually deposited by you. Notwithstanding the foregoing, we are not required to adjust your account unless within one year of the date of your account statement that shows the deposit either you notify us of the discrepancy or we discover it on our own. If you do not notify us of the error or we do not discover it on our own during this notice period, the am

WITHDRAWAL RULES. The following terms apply to withdrawals from your Account: (A) Manner of Withdrawal. You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mall will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawais and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. (B) Withdrawai Restrictions and Overdrafts. We do not have to allow you to make a withdrawai from your Account if you don't have sufficient available funds in the Account to cover the full amount of the withdrawai. If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient available funds in any order we may choose at our sole discretion. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. (C) Standard Overdraft Policy. Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. For consumer accounts, we may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. (D) Notice Requirements. Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. (E) Postdated Items. You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. (F) Power of Attorney. The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is always and that the relevant powers of the agent have not been altered or terminated. (C) Signatures. You recognize that we have adopted is allve and that the relevant powers of the agent have not been altered or terminated. (G) Signatures. You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fall to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature whether or not you have been negligent. You further agree to indemnify and hold us harmone. be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we by which it is affixed. If you use any form of racsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. (H) Preauthorized Drafts. If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. (I) Electronic Check Conversion. You may authorize a merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withtrans from electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). (J) Re-presented Checks. If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentment of a check. If a merchant electronically collects a fee associated with the re-presentment of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic

Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. (K) Check Legends. We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

STALE CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

CHECKING ACCOUNTS. If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

SAVINGS ACCOUNTS. A savings account is an interest bearing account and is not a NOW account or time deposit.

TIME DEPOSITS. If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. (A) Penalty. The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. (B) Exceptions. deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. (B) Exceptions, We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfelt at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account holder, as follows:

Stop Payment Against a Check or Other Item. A stop payment request against a check or other Item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective.

Stop Payment Against an ACH/EFT. A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the Item or authorization. Our acceptance of a stop payment order will not constitute a representation that the Item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashler's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further you may not stop payment on an Item or authorization after acceptance of the same by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply,

INDIVIDUAL ACCOUNTS. An Individual Account is an account in the name of one depositor only. Only that person may write checks against the Account or withdraw money, regardless of who actually owns the funds.

MULTIPLE-PARTY ACCOUNTS. This section pertains to multiple party accounts:

- (A) Joint Account Ownership. An account with two or more Account Holders is a joint account. Unless you designate otherwise on the Signature Card, joint Account Holders will be considered joint tenants with right of survivorship,
 - (1) Joint Tenants With Right of Survivorship. If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s).
 - (2) Joint With No Right of Survivorship. If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Each Joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other Joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and, to close the account, with the disbursement of account proceeds as instructed by the Joint Account Holder. Each Joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and Instructions regarding the account from any Joint Account Holder. If we believe there to be a dispute between Joint Account Holders

or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

(B) Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

DEPOSIT RECLASSIFICATION. Checking accounts consists of a checking sub account and a savings sub account. We may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the saving sub account will be transferred back to the checking sub account. If your checking account earns interest, your interest calculation remains 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. This process will not affect your available balance, interest earnings, FDIC insurance protection, or your monthly statement.

ADDITIONAL ACCOUNT TYPES. This section applies to other deposit account types:

- (A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.
- (B) Uniform Transfer to Minors, If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the
- (C) Representative Payee Accounts. Subject to applicable law, a Representative Payee Account is a type of fiduciary account in which a representative payee (appointed by the Social Security Administration) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. Upon our request, the representative payee will provide sufficient documentation from the Social Security Administration indicating his or her appointment as a representative payee for the Account Holder. We may require additional documentation from the representative payee indicating his or her authority to act on behalf of the Account Holder. The representative payee does not have an ownership interest in funds in the Account. The representative payee does not have a right of survivorship in the Account on the death of the Account Holder. We act only as custodian of the funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the representative payee. The representative payee agrees to indemnify, and hold us harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by the beneficiary, a government entity or by any other party regarding the authority or actions taken by the representative payee in handling or dealing with the
- (D) Agency Account. An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.
- (E) Business Accounts. If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the Individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.
- (F) Fiduciary Accounts. With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.
- (G) Attorney Client Trust Subject to applicable law, an Attorney Client Trust is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement.
- (H) Real Estate Broker Client Trust Accounts Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to Indemnify and hold us harmless from and against any and all loss, costs,

damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and /or real estate professional rules.

(i) Government/Municipal/Public Funds Accounts. This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge-remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

FINANCIAL INSTITUTION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. We may not exercise our right of setoff or security interest if prohibited by the Military Lending Act.

DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as domant. Subject to applicable law, we may charge a domant account fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within Thirty (30) calendar days after the statement and the altered or forged litem(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Ten (10) calendar days after the statement and first altered or forged litems were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Skxty (60) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the limits for notifying us of any errors

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

- (A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.
- (B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your Account. (A) Notice of Amendments. You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. (B) Account Changes. Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

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your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us,

ACCOUNT TERMINATION. You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. We will consider your Account closed when account reaches a \$0.00 balance, or account remains overdrawn by more than 30 days. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your Account, we may mail you a Cashler's Check for the applicable remaining Account balance. The termination of this Agreement is terminated and an account to cover any outstanding checks or other debit items.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the Commonwealth of Pennsylvania in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the fallure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

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.

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose, You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it,

MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however,

Member FDIC

REGULATION CC FUNDS AVAILABILITY DISCLOSURE

Account Holder: Financial institution:

NexTier Bank N.A. 101 E Diamond Street Butler, PA 16001

YOUR ABILITY TO WITHDRAW FUNDS AT NEXTIER BANK N.A.. Our policy is to make funds from your cash and check deposits available to you on the same business day as the day we receive your deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. 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 4:30 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 4:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day as 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. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- * You deposit checks totaling more than \$5,000 on any one day.
- * You redeposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly in the last six months.
- * We believe a check you deposit will not be paid.
- * There is an emergency, such as failure of computer or communications equipment.

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

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Deposits at Automated Teller Machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the second business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 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. Traasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on NexTler Bank N.A. will be available on the same business day as 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.

SUBSTITUTE CHECK POLICY DISCLOSURE

Account Holder:

Financial Institution:

NexTier Bank N.A. 101 E Diamond Street Butler, PA 16001

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits credit unions and banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at NexTier Bank, N.A., 246 Pittsburgh Rd, Butler, PA, 16001, (800) 262-1088, info@nextierbank.com. You must contact us within 40 calendar days of the date that we malied (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- * A copy of the Substitute Check

OVERDRAFT SERVICES DISCLOSURE AND CONSENT FORM

Account Holder: Financial Institution:

NexTier Bank N.A. Deposit Support 101 E Dlamond St Butler, PA 16001

What You Need to Know about Overdrafts and Overdraft Fees

An <u>overdraft</u> occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- 1. We have standard overdraft practices that come with your account.
- 2. We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

▶ What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- *Checks and other transactions made using your checking account number.
- *Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

▶ What fees will I be charged if NexTier Bank N.A. pays my overdraft?

Under our standard overdraft practices:

*We will charge you a fee of up to \$36.00 dollars each time we pay an overdraft.

➤ What if I want NexTier Bank N.A. to authorize and pay overdrafts on my ATM and everyday debit card transactions?

262-1088	lso want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call (800) 8, or complete the form below and present it at a branch, or mall it to: NexTier Bank N.A., 101 E Diamond r, PA, 16001
—	I <u>do not</u> want NexTier Bank N.A. to authorize and pay overdrafts on my ATM and everyday debit card transactions.
	I want NexTier Bank N.A. to authorize and pay overdrafts on my ATM and everyday debit card transactions.
Printed Na	ame:
	Number:

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RATE AND FEE SCHEDULE (INCLUDING TIS DISCLOSURES)

Account Holders: Financial Institution:

NexTier Bank N.A. 101 E Diamond Street Butler, PA 16001

We appreciate your decision to open a deposit account with us. This schedule sets forth certain conditions, rates, fees, and charges that are specific to your Account. Each Account Holder agrees to the terms set forth on this Deposit Account Rate and Fee Schedule, and acknowledges that it is a part of the Account Agreement. Subject to applicable law and the terms of the Account Agreement, we may amend the rates, fees and charges contained in this schedule from time to time.

Account Holder:

Account Opening Date

Account Ownership:

Account Purpose:

Consumer (Personal, Family, Household Purpose)

Limitations: You must deposit \$50,00 to open this account.

MISCELLANEOUS FEES AND CHARGES

Fees and Services

Overdraft (Pald): \$36,00 NSF (Returned Item): \$36.00 Overdraft Protection Transfer: \$10,00 Returned Deposit Item: \$10.00 Incoming Domestic Wire: \$17.00 Outgoing Domestic Wire: \$25.00 Outgoing Foreign Wires: Individually Priced Cashier's Checks: \$10.00 Stop Payments: \$36.00 Bond Coupons: \$10.00 per envelope

Other Collection Items: 20.00 plus 6.00 per Item

Signature Guarantee: \$10,00 Levy, Writs, Garnishments: \$150.00 Account Audit Confirmation: 5.00

Account Research & Reconcilement: \$25.00 per hour

Statement Copy: \$10,00 Zipper Bags / Coin Bags: \$4.00 Photocopy: .50 per copy Check Card Replacement: \$10.00

Internet BiliPayer: FREE

Safe Deposit Boxes: Varies according to size selected Safe Deposit Box Drilled - Lost Keys: Actual Cost

Night Bag Fee: Varies according to style

Checks, Deposit Tickets, and Related Supplies: Varies according to style selected Amoritzation Schedule: \$10.00

Check Copy: \$5.00 Counter Checks: \$1,00

Endorsement Stamp: Individually Priced

Esoheat Fee: \$75,00

Consumer Paper Statement Image Fee: \$2,00

Fax Service (Per Page): \$4.00

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NEXTIER CASH BACK- TRUTH IN SAVINGS DISCLOSURE

Account Holder:

Financial Institution: NexTier Bank N.A. 101 E Diamond Street Butler, PA 16001

This disclosure contains the rules that govern your deposit account as of the date of your account agreement.

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

Purpose and Expected Use of Account:

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

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month

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

NexTier Bank, N.A. reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use.

Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over two consecutive Statement Cycles,

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

Qualification Information:

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your NexTier Cash Back account during each Monthly Qualification Cycle: At least 1 direct deposit, ACH credit or ACH debit

At least 12 debit card purchases, each \$0.01 or more

Be enrolled in and have agreed to receive e-statements rather than paper statements

For clarity, in order to count as a qualifying transaction for the purpose of earning the account's rewards debit card purchases must be at least \$0.01.

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards,

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

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

"Banking Day" means any business day on which an office of the bank is open to the public for the purpose of carrying out substantially all of its banking functions.

"Business Day" means a celender day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day,

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

Call 1-800-262-1088, visit one of our branch locations, or visit www.nextierbank.com for specific Monthly Qualification Cycle and Statement Cycle Dates.

Reward Information:

When NexTier Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 2.50% cash back up to a total of \$8.00 on debit card purchases, excluding ATM transactions that post and settle to the account during that cycle period. A maximum of \$8.00 cash

back payments may be earned per Monthly Qualification Cycle,
You will receive reimbursements up to an aggregate total of \$15.00 for nationwide ATM withdrawal fees incurred within your NexTier Cash Back account during that Monthly Qualification Cycle. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your NexTier Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded, Cash back payments and nationwide ATM withdrawal fee reimbursements will be credited to your NexTier Cash Back account on the last day of the current statement cycle or NexTier Saver account.

Rates and rewards, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. You will automatically qualify for the account's rewards during your account's first statement cycle. If you close your account before rewards are credited, you will forfelt rewards.

Additional Information:

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. \$50.00 minimum deposit is required to open the account. See accompanying Rate and Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, e-statements) and log-ons may be required to meet some of the account's qualifications. Limit of one (1) NexTier Cash Back account per Social Security Number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. Contact one of our bank service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Member FDIC.

NEXTIER CASH BACK-TRUTH IN SAVINGS DISCLOSURE (Continued)

Page 2

Cycle Date Information:
Please visit www.nextierbank.com for applicable Monthly Qualification Cycle dates and Statement Cycle Dates. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your NexTier Cash Back account with these Monthly Qualification Cycle dates.

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ELECTRONIC FUNDS TRANSFER

NexTier Bank N.A. NexTier Center 101 East Diamond St Butler, PA 16001 October 8, 2021

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

ATM Card

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) Issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your savings account,
- Withdraw cash from your savings account.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- * You may withdraw up to a maximum of \$500.00 (If there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

Fees and Charges for ATM Transactions:

- * We do not charge for ATM transactions at the present time.
- * There is a Replacement Card Fee of \$10.00 per card.

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

Government Direct Deposit

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFTs.
- We will charge \$36.00 for each stop-payment order for preauthorized transfers.

Other Direct Deposit

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts;

* Accept direct deposits from your employer or other financial institutions to your checking or savings account.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.
- We will charge \$36.00 for each stop-payment order for preauthorized transfers.

Preauthorized Debit

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

* Pay certain recurring bills from your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFTs.
- * We will charge \$36,00 for each stop-payment order for preauthorized transfers.

Personal, Gold, MM, @Work Pro- Debit Card

DEBIT CARD FOR PERSONAL ACCOUNTS

Types of Transactions/Transfers: You may use the card and PiN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- * Withdraw cash from your checking account.
- Deposit funds to your savings account.
- * Withdraw cash from your savings account.
- * Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- You may withdraw up to a maximum of \$500.00 (if there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- You may purchase up to a maximum of \$1500.00 worth of goods and services per day, exclusive of ATM withdrawals.

Fees and Charges:

- * We do not charge for ATM transactions at the present time.
- * There is a Replacement Card Fee of \$10,00 per card.
- When you use your Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transacton amount in U.S. dollars is either a government mandated rate in effect or a rate selected by Visa from the range of rates available in wholesale markets central processing date. Additionally an international Service Assessment Fee that is 0.8% of the international transaction amount will be added to the charge,

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

Business Debit Card

Types of Transactions/Transfers: You may use the card and PIN Issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- * Withdraw cash from your checking account,
- * Withdraw cash from your savings account.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- * You may withdraw up to a maximum of \$300.00 (If there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- You may purchase up to a maximum of \$2500,00 worth of goods and services per day, exclusive of ATM withdrawals.

Fees and Charges:

- * We do not charge for ATM transactions at the present time.
- * There is a Replacement Card Fee of \$10.00 per card.
- * When you use your Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transacton amount in U.S. dollars is either a government mandated rate in effect or a rate selected by Visa from the range of rates available in wholesale markets central processing date. Additionally an international Service Assessment Fee that is 0.8% of the international transaction amount will be added to the charge.

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

Gold Plus, @Work Executive- Debit Card

Types of Transactions/Transfers: You may use the card and PIN Issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a ViSA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At

present you may use your card to (some of these services may not be available at all ATMs);

- Deposit funds to your checking account.
- * Withdraw cash from your checking account,
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- You may withdraw up to a maximum of \$1000.00 (If there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- * You may purchase up to a maximum of \$3000.00 worth of goods and services per day, exclusive of ATM withdrawals.

Fees and Charges:

- * We do not charge for ATM transactions at the present time.
- * There is a Replacement Card Fee of \$10.00 per card.
- When you use your Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transacton amount in U.S. dollars is either a government mandated rate in effect or a rate selected by VIsa from the range of rates available in wholesale markets central processing date. Additionally an International Service Assessment Fee that is 0.8% of the international transaction amount will be added to the charge.

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

HSA- Debit Card

DEBIT CARD FOR HSA ACCOUNTS

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- * Withdraw cash from your checking account.
- Transfer funds between your checking and savings accounts.
- Obtain balance Information on your deposit accounts.

Limitations on Frequency and Amount:

- You may withdraw up to a maximum of \$500.00 (If there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- * You may purchase up to a maximum of \$1500.00 worth of goods and services per day, exclusive of ATM withdrawais.

Fees and Charges:

- * We do not charge for ATM transactions at the present time.
- There is a Replacement Card Fee of \$10.00 per card.
- * When you use your Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transacton amount in U.S. dollars is either a government mandated rate in effect or a rate selected by Visa from the range of rates available in wholesale markets central processing date. Additionally an international Service Assessment Fee that is 0.8% of the international transaction amount will be added to the charge.

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

In-Touch Telephone Banking

Types of Audio Response Services: You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.

- * Verify the last date and amount of your payroll deposit,
- Determine if a particular check has cleared your account.
- Current Deposit and Loan Rates.

Limitations on Frequency and Amount:

* There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

Fees and Charges for Audio Response Transactions:

* We do not charge for any Audio Response Transactions.

Other EFT Transactions. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentment of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

Liability for Unauthorized ViSA Debit Card Transactions. The following limitations may be applicable to your accounts, except as provided by law:

The zero liability limit described below only applies to debit cards that are United States Issued ViSA Consumer Cards or ViSA Business Cards for transactions processed through a ViSA network or, for ATM transactions, a Plus network. The zero liability limit described below does <u>not</u> apply to: (a) other types of ViSA commercial debit cards that are not ViSA Business Cards; (b) transactions using your personal identification number that are not processed through a ViSA network; and (c) ATM transactions which are not sent over ViSA or Plus networks.

Tell us AT ONCE if you believe your VISA debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your VISA debit card. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see for example the Liability for Unauthorized Transfers paragraph below) we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been negligent or fraudulent in the handling of your deposit account or VISA debit card.

For VISA Business Cards: An "unauthorized transaction" does not include any transaction allegedly conducted by (a) a business co-owner, (b) the cardholder or person authorized by the cardholder, or (c) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the Liability for Unauthorized Transfers paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

I AGREE THAT IF I GIVE MY CARD(S) AND PIN TO SOMEONE ELSE TO USE, I AM AUTHORIZING THEM TO ACT ON MY BEHALF AND I WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

VISA is a registered trademark of Visa in the United States and other countries.

In addition to the limitations set forth above, the following limitations may be applicable to your consumer accounts:

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM PIN, PCS card or PIN, or Audio Response PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or 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, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (800) 262-1088, or write us at NexTier Bank, N.A.,P.O. Box 1232, Butler, PA 16003. You should also call the number or write this address if you believe a transfer has been lost or made using the Information from your check without your permission.

The above limitations do not apply to business accounts, unless otherwise required by law. You accept responsibility for implementing commercially reasonable security measures to safeguard your business account card, ATM PIN, or POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN from unauthorized use. If you authorize employees, agents, or others to use your card or code, you shall be liable for transactions conducted by such additional users. You are responsible for promptly examining your statement each statement period and reporting any unauthorized transaction within a reasonable time, not to exceed Sixty (60) calendar days after the statement is made available. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (800) 262-1088.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Stop Payments on ATM, POS, or Debit Card Transactions. You may not place a stop payment order on any ATM, POS, or debit card transaction.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your

passbook,

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (800) 262-1088 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. For consumer accounts, 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 money in your account is subject to legal process or other claim restricting such transfer.
- * If the transfer would go over the credit limit on your overdraft line.
- * If the ATM where you are making the transfer does not have enough cash.
- * If the terminal or system 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 transaction, despite reasonable precautions that we have taken.
- * There may be other exceptions stated in our agreement with you.

For business accounts, refer to your account agreement(s) with us.

In Case of Errors or Questions About Your Electronic Transfers. For consumer accounts, telephone us at (800) 262-1088, or write us at NexTier Bank, N.A., P.O. Box 1232, Butler, PA 16003 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 sixty (60) days after we sent 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 question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

For business accounts, we will generally follow the procedures for error resolution described above, but we are not required to process a claim if you do not notify us within Thirty (30) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

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

- To complete transfers as necessary;
- * To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have malled them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services. You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- * You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- * We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- * We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

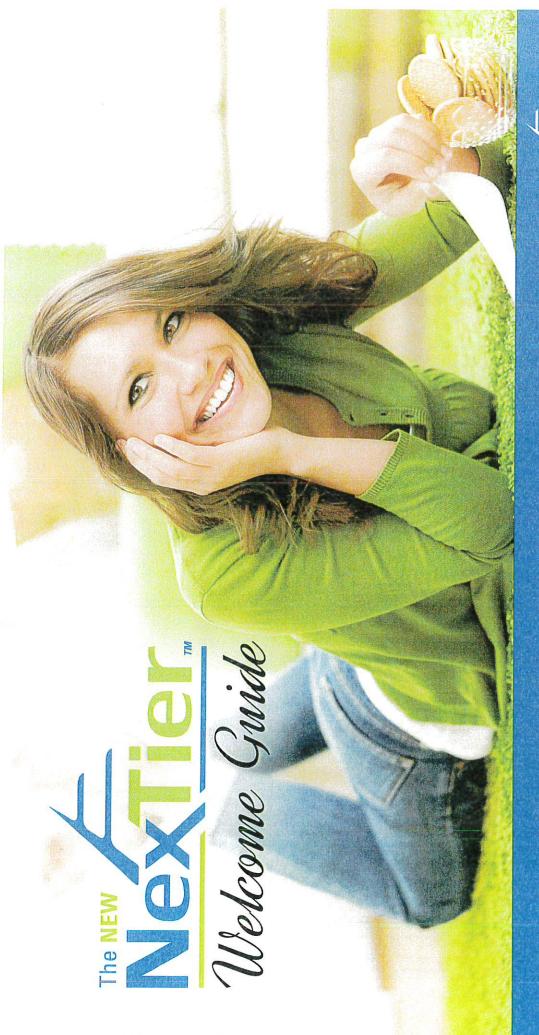
Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not

EXHIBIT 4



Farmers & Merchants Bank of Western PA 222 Market Street | Kittanning, PA 16201 724-543-1125 | www.fmbwpa.com

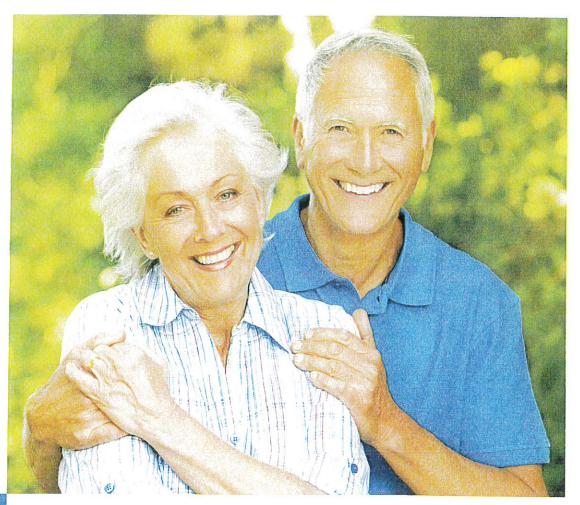




NexTier

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Welcome to the New NexTier Bank!

As you may recall, in 2008 The Merchants National Bank and The Farmers National Bank of Kittanning merged to create Farmers & Merchants Bank of Western Pennsylvania. This was big news at the time, and even today, many of our customers and friends still refer to themselves as "Farmers' customers" or "Merchants' customers." But that merger was necessary in order to create the strong successful bank that serves us all today.

In the same way, bringing NexTier Bank into our family now represents another advancement and improvement in your bank's future. It is very important for the towns that we serve to have a strong local bank, a true community bank that supports our local businesses and charitable organizations. That's who we are, and that is what we will continue to be.

Although we will be operating under the NexTier name, we will continue to be the same bank that has served this area for over 130 years. There will be many improvements in our services for you as a result of our growth.

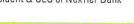
In the following guide, you will find the details and answers to questions you may have. Beginning October 6, 2014, you will be able to visit any of our 24 Financial Service Offices for all of your banking needs, insurance needs, or investment advice. Our goal is to make this transition as seamless as possible. We are appreciative of your support and patience. We look forward to serving you today, and for many years to come.

Sincerely,

Mauland

Richard J. Krauland President & CEO of NexTier Bank







Deposit Account Enhancements

We're taking your banking relationship to the next level.

The New NexTier will offer an expanded line of deposit accounts with an added value of protection. The following chart will assist you in identifying the new deposit account terms to which your existing Farmers & Merchants account will be converted.

- All changes will be effective as of Monday, October 6, 2014.
- Your account number will not change unless we contact you directly.

If you currently have:	You will have this NexTier account:	Features on Page
Free VIP Checking	Essential Checking 🎐	14
VIP Checking with Interest	Personal Checking with Interest 🤛	15
Personal Statement Savings	Personal Savings	16
Passbook Savings	Personal Savings	16
Personal Money Market	Personal Money Market 🎐	17
Savings Club	Savings Club	17
Free Business Checking	Business Alliance Checking .	21
Business Checking with Interest	Business Alliance Checking with Interest	21
Business Statement Savings	Business Statement Savings	23
Business Money Market	Business Money Market 🍃	23
Certificates of Deposit & Individual Retirement Accounts	All Certificates of Deposit and Individual Retirement Accounts will retain their existing terms and conditions.	



For all existing F&M accounts, the monthly service charges will be waived.

Important Dates to Remember

Week of September 22nd – 26th

New NexTier Bank ATM / Debit Visa® Check Card will arrive in the mail. Call 1-800-992-3808 to activate your card upon arrival. Begin using your new card on Monday, October 6, 2014.

Thursday, October 2nd

F&M Online Bill Payer will be available until 1:00PM. Please arrange payments accordingly. All payments set-up will continue to be made as scheduled on the new NexTier Online Bill Pay.

Friday, October 3rd

- F&M Online Banking will have limited functionality after 4:00PM. In inquiry mode, you will not be able to make transfers, third-party payments or schedule ACH transactions.
- F&M Bank offices will close at 4:30PM, all ATMs will be available for your convenience.

Saturday, October 4th

All F&M Offices will be closed as we make the transition to the New NexTier Bank. All of our ATMs will be available 24/7 for your convenience.

Monday, October 6th

- ► Begin using your NexTier Bank ATM / Debit Visa® Check Card.
- /= Visit any of our 24 locations for all of your banking and insurance needs, view locations on page 32.
- New Online Banking will be available at www.nextierbank.com see page 7 for details.
- New telephone banking system will be available at 724-543-2350 or toll-free 1-844-639-8437.
- F&M ATM / Debit Visa® Check Cards will be discontinued at 4:00AM.

CUSTOMER CARE CENTER

Give us a call, locally:

(out of area, toll-free)

Extended Calling Hours

724.543.1125 OR 724.538.3410 | 1.800.262.1088

FRIDAY OCTOBER 3 from 8AM — 8PM
SATURDAY OCTOBER 4 from 8AM — 5PM
SUNDAY OCTOBER 5 from 9AM — 3PM
M-F, WEEK 0F OCTOBER 6 from 8AM — 8PM











Account Extras



ATM / Debit Cards

A new, FREE of Charge ATM / Debit Visa® Check Card will be delivered to you the week of September 22nd. Activate immediately by calling 1-800-992-3808. Begin using your new card on Monday, October 6.

*Remember to contact any vendors for all ACH / Bill Pay Payments to update your new card information.

Free Telephone Banking

Our New Telephone Banking system will be available on Monday, October 6 at 724-543-2350 or 1-844-639-8437.

Your temporary password will be the last four digits of your social security number.

Important Changes to ACH Credits (Direct Deposit)

Effective on Monday, October 6: ACH Credits will be posted on the effective date of the transaction. We will no longer pre-release a day in advance.

Our Website is Changing!

Beginning Monday, October 6, you will be redirected from www.fmbwpa.com to our new website, www.nextierbank.com.

Online Banking & Bill Pay

www.nextrerbank.com

You can access our New Online Banking, Bill Pay Services and eStatements from one convenient login.

Your online banking user ID will remain the same, however your temporary password will be the last four digits of your social security number.

- All existing Bill Pay payees, scheduled payments and transfers will be converted and occur as previously scheduled. However, please review to ensure all are set up as intended.
- When entering payments, select the <u>date you wish</u> the payee to receive the funds.
- Tutorials will be available on our new website.

Statement Production

Paper and Electronic Statements

All checking and savings accounts will receive a statement with transactions posted through October 5. Going forward, you will receive your statement as usual.

For Customers with a Passbook Savings: You will receive a statement with transactions from October 3 thru 5. Going forward, you will receive a quarterly statement.

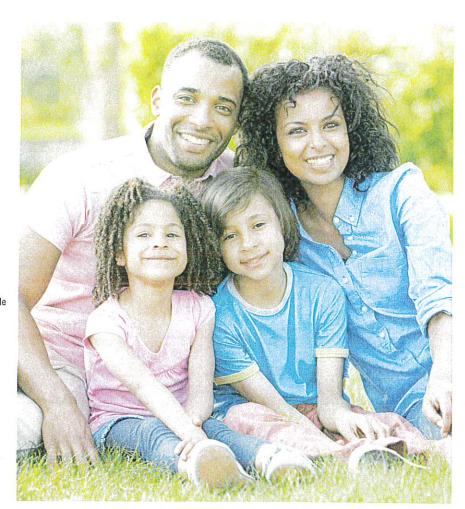
eStatement Enhancements

The actual PDF statement, as you've received with F&M eStatements, will no longer be sent to your email as an attachment.

Future electronic statements can be accessed through online banking on Monday, October 6, by clicking on the services menu and eStatements. You'll receive an email when your eStatement is ready.

Zipper Bags / Coin Bags

Account Research & Reconcilement \$25.00 / hour Amortization Schedule \$10.00 **Bond Coupons** \$10.00 Cashier's Check \$10.00 Check Card Replacement \$10.00 Check Copy \$5.00 Counter Checks \$1.00 Endorsement Stamp Individually Priced Escheat Fee \$25.00 Fax Service (per page) \$4.00 Gift Card \$3.95 Incoming Domestic Wire \$17.00 Levy, Writs, Garnishments \$150.00 Night Bag Fee Varies according to style NSF (Returned Item) \$36.00 **Outgoing Domestic Wire** \$25.00 Outgoing Foreign Wires Individually Priced Overdraft (Paid Item) \$36.00 Overdraft Protection Transfer \$10.00 Returned Deposit Item \$10.00 Signature Guarantee \$10.00 Statement Copy \$10.00 Stop Payment \$36.00



Frequently Asked Questions

\$4.00

Will Farmers & Merchants Bank of Western PA be changing its name?

Yes. The name and logo of F&M Bank will be changing. Once the merger is complete, we will operate as NexTier Bank.

Can I keep my current account numbers?

Yes. There will be no change to account numbers for the majority of our customers. If your account is among the few that need to be changed, you will be notified directly.

Can I continue using my current checks and deposit tickets?

Yes. Please continue to use your current checks. Once your existing supply is depleted, your new order should be modified to include the new bank name and routing number. If you are among the few that need to change account numbers, you will be notified directly.

Do I need to change my direct deposit or direct debit information?

No. We will provide any necessary changes to the originator of your deposit or debit transaction.

Will my debit card and/or personal identification number (PIN) change?

Yes. You will receive a new, Free of Charge ATM / Debit Visa® Check card in the mail. See page 7 for complete details.

Will my online banking and bill payment options change?

Yes. You will be able to access the New Online Banking at www.nextierbank.com. If you currently have accounts at NexTier, you will be able to view all accounts using your current NexTier login. See page 7 for details.

Will there be any changes to my account statement?

Yes. The appearance will change, but the information reported will remain the same. Check images and electronic statements are available with Online Banking. See page 7 for complete details.

Will the FDIC continue to insure my bank account post-merger?

Yes. All NexTier Bank accounts will continue to be insured by the FDIC. For more information visit: http://www.fdic.gov/deposit/

Will my automatic payments or pre-authorized debits change?

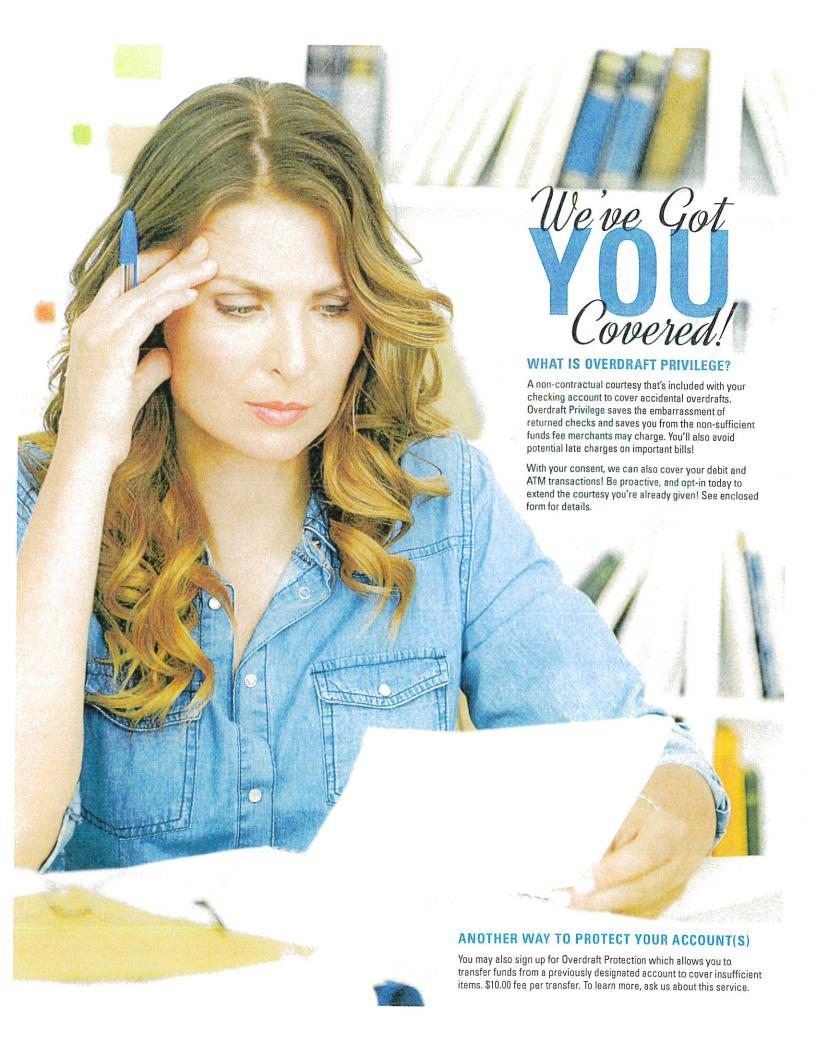
No. If you currently have an automatic payment or pre-authorized debit from your account, it will occur as scheduled.

What will happen to the rate and term of my IRA, CD, and Loan?

Your accounts will retain their existing terms and conditions. When your CD or IRA matures after the merger, you will have the option to renew it, however, it may be subject to a new rate.

If I have accounts at both F&M Bank and NexTier Bank can I keep them separate? What do I need to do?

Yes. You will not need to do anything, both accounts will remain open and active as they are. See the conversion chart on page 4 for complete details for which account you will be moved into after the merger.





Text messages delivered directly to your cell phone! Enroll through online banking and send a message to 99588.

- F Text BAL to view your account balance
- /= Text HIST + "account nickname" to receive transaction history
- Receive text Account Alerts

Text Stop to 99588 to cancel messages. Text Help to 99588 for help

Message and data rates may apply.

Visit www.nextierbank.com from your smart phone to have account access on any mobile web browser.

- View real-time account balances
- View transaction history
- Transfer funds between accounts
- Pay bills from your mobile phone
- Locate a nearby ATM
- Receive text Account Alerts

Message and data rates may apply.

Download NexTier Mobile from the App Store and enjoy the freedom of banking on-the-go with Mobile Deposits.

- Check your account balances
- View transaction history
- Transfer funds between accounts
- Pay bills from your mobile phone
- Deposit checks with Mobile Deposit

Message and data rates may apply.

- Receive a text alert when deposits
- Receive a text alert when a check

Pay your bills directly from the palm of your hand. It's simple, just select your payee from the list, enter the amount, payment

NexTier Mobile Bill Pay is available to all of our consumer and small business online bill pay subscribers.

Bill pay is available with our Mobile Web

PopMoney: Send money to anyone using their email address, mobile number or account information.

A2A Transfers: Transfer money to your account at another

13



- Unlimited check writing and teller transactions
- Free ATM / Debit Visa® Check Card
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Telephone Banking
- \$50.00 minimum deposit to open
- Overdraft Privilege limit of \$500. See enclosed form for details and important opt-in info.
- Free Mobile Banking
- Free Telephone Banking
- \$50.00 minimum deposit to open
- Sign up for eStatements within sixty (60) days of account opening to avoid an \$8 monthly service charge
- Overdraft Privilege limit of \$500. See enclosed form for details and important opt-in info.



- Unlimited check writing and teller transactions
- Free ATM / Debit Visa® Check Card
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Online Banking with Bill Pay
- Free Mobile Banking
- Free Telephone Banking
- Free Small Safe Deposit Box
- Periodic Loan Discounts
- / Identity Fraud Insurance Available
- \$50.00 minimum deposit to open
- Maintain a combined monthly balance of \$5,0002 in personal deposit and loan accounts to avoid a \$10 monthly service charge
- Overdraft Privilege limit of \$750. See enclosed form for details and important opt-in info.

- Interest bearing account!
- Unlimited check writing and teller transactions
- Free NexTier Standard Checks
- Free ATM / Debit Visa® Check Card
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Online Banking with Bill Pay
- Free Mobile Banking
- Free Telephone Banking
- Free Small Safe Deposit Box
- Free Standard Cashier Checks
- Periodic Loan Discounts & CD Rates
- / Identity Fraud Insurance Available
- \$50.00 minimum deposit to open
- Maintain a combined monthly balance of \$20,0002 in personal deposit and loan accounts to avoid a \$15 monthly service charge
- Overdraft Privilege limit of \$1,500. See enclosed form for details and important opt-in info.

- Interest bearing account¹
- Unlimited check writing and teller transactions
- Free ATM / Debit Visa® Check Card
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Online Banking with Bill Pay
- Free Mobile Banking
- Free Telephone Banking
- \$50.00 minimum deposit to open
- Maintain a minimum daily balance of \$1,500 or a monthly average balance of \$5,000 to avoid a \$10 monthly service charge
- Overdraft Privilege limit of \$500. See enclosed form for details and important opt-in info.
 - For all existing F&M accounts, the monthly service charges will be waived.
 - 1. Interest rate and annual percentage yield may change. Interest begins to accrue on the business day we receive your deposit. Interest is calculated on the Daily ledger balance. Interest accrued daily. Compound & credited monthly.
 - 2 Does not include Mortgage balances.

Personal Savings • Interest bearing account² ATM Card available for \$15 annual fee Free ATM withdrawals on the Freedom ATM Alliance Network Free Online Banking Free Mobile Banking Free Telephone Banking Choose monthly or quarterly statements ≠ \$50.00 minimum deposit to open Maintain a monthly average balance of \$100 to avoid a \$3 monthly service charge Transfers from this type of account to another account or to third parties by pre-authorized or automatic transfer are limited to six (6) per statement cycle An account designed for children under the age of 18 with all of the features mentioned above. No minimum balance requirement. Initial deposit of \$25.00 is requested to open.

Savings Club •

- No minimum balance requirement
- No service fees
- Interest bearing account¹
- Select the maturity date from 7 to 12 months from account opening
- Free Online Banking
- Free Mobile Banking
- Free Telephone Banking
- No minimum deposit to open
- Penalty for withdrawals may apply
- Interest rate and annual percentage yield may change. Interest begins to accrue on the business day we receive your deposit. Interest is calculated on the Daily ledger balance. Interest accrued daily. Compounded & credited monthly.
- 2 Interest rate and annual percentage yield may change. Interest begins to accrue on the business day we receive your deposit. Interest is calculated on the Daily ledger balance. Interest accrued daily. Compounded & credited quarterly.

Personal Money Market •

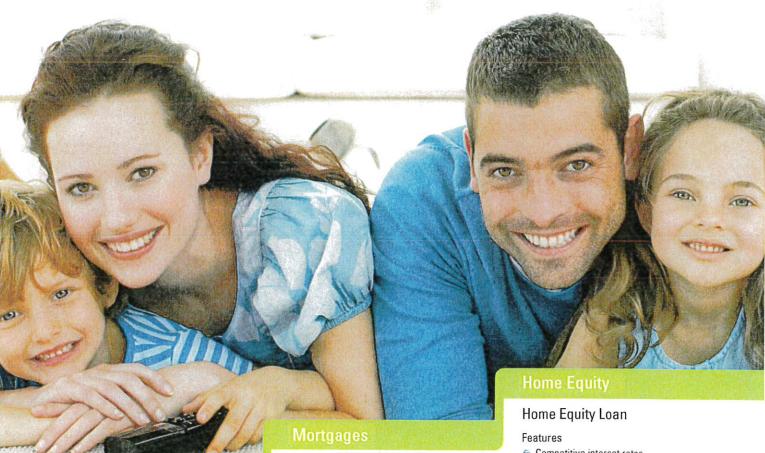
- Interest bearing account with check writing capabilities¹
- ATM Card available for \$15 annual fee
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Online Banking with Bill Pay
- Free Mobile Banking
- Free Telephone Banking
- \$1,500.00 minimum deposit to open
- Maintain a minimum daily balance of \$1,500 or monthly average balance of \$5,000 to avoid a \$10 monthly service charge
- Transfers from this type of account to another account or to third parties by pre-authorized or automatic transfer are limited to six (6) per statement cycle

- Premium Gold Money Market
- Interest bearing account with check writing capabilities¹
- ATM Card available for \$15 annual fee
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Online Banking with Bill Pay
- Free Mobile Banking
- Free Telephone Banking
- ≈ \$10,000.00 minimum deposit to open
- Maintain a monthly average balance of \$10,000 to avoid a \$20 monthly service charge
- Transfers from this type of account to another account or to third parties by pre-authorized or automatic transfer are limited to six (6) per statement cycle
- Excessive Transaction Fee for Money Market
 & Savings accounts is \$10 per occurrence.
- For all existing F&M accounts, the monthly service charges will be waived.



Loans & Mortgages

Our experienced lenders will help you find the perfect solution. We offer a variety of lending products with flexible terms, competitive interest rates, and convenient repayment plans.



Fast Approval. Flexible Terms. Affordable Rates, No Hidden Fees!

- Personal Loans secured and unsecured
- Personal Lines of Credit secured and unsecured
- Loans and Lines of Credit secured by savings, stocks, bonds, mutual funds, or cash value life insurance
- Auto / Motorcycle new and used with fixed interest payment. 100% financing of purchase price or book value, whichever is less.
- Loans to purchase ATVs, boats, & farm equipment

Up to 90% Financing!

- Fixed Rate Mortgages
- Conventional and Jumbo Mortgages
- Adjustable Rate Mortgages
- Construction Mortgages

Buy.

- Up to 90% financing
- Private Mortgage Insurance Not Required
- Simple application process

Build.

- Simplified 1-Step Closing
- Low Closing Costs

Refinance.

Great for remodeling or to pay off debt

- Competitive interest rates
- F The full loan amount up front
- Security of a fixed interest rate
- Convenience of fixed monthly payments
- A predictable payoff schedule
- Benefit from interest that may be tax deductible (consult your tax advisor)

Home Equity Line of Credit

Features

- Competitive interest rates
- Flexibility: apply once and access your credit line anytime you need it
- Select monthly payments that fit your budget
- Benefit from interest that may be tax deductible (consult your tax advisor)



ACH origination, payroll services, and other cash management options are available.
See Treasury Management on page 30.

Business Alliance Checking

- No minimum balance requirement
- 200 free checks, deposit items and / or deposit tickets per month. For items over 200, a \$0.40 fee may apply
- Free ATM / Debit Visa® Check Card
- Free, unlimited ATM withdrawals (charges from non-NexTier ATM usage are credited within one (1) to two (2) business days)
- Free Online Banking with Bill Pay
- Free Telephone Banking
- ♠ \$100.00 minimum deposit to open
- Overdraft Privilege limit of \$1,500. See enclosed form for details and important opt-in info.

Business Alliance Plus

- 400 free checks, deposit items and / or deposit tickets per month. For items over 400, a \$0.40 fee may apply
- Free ATM / Debit Visa® Check Card
- Free, unlimited ATM withdrawals (charges from non-NexTier ATM usage are credited within one (1) to two (2) business days)
- Free Online Banking with Bill Pay
- Free Telephone Banking
- \$100.00 minimum deposit to open
- Maintain a minimum daily balance of \$10,000 or an average monthly balance of \$20,000 to avoid a \$20 monthly service charge
- Overdraft Privilege limit of \$1,500. See enclosed form for details and important opt-in info.
- For all existing F&M accounts, the monthly service charges will be waived.



NexTier Connects Checking

Designed specifically for non-profit organizations.

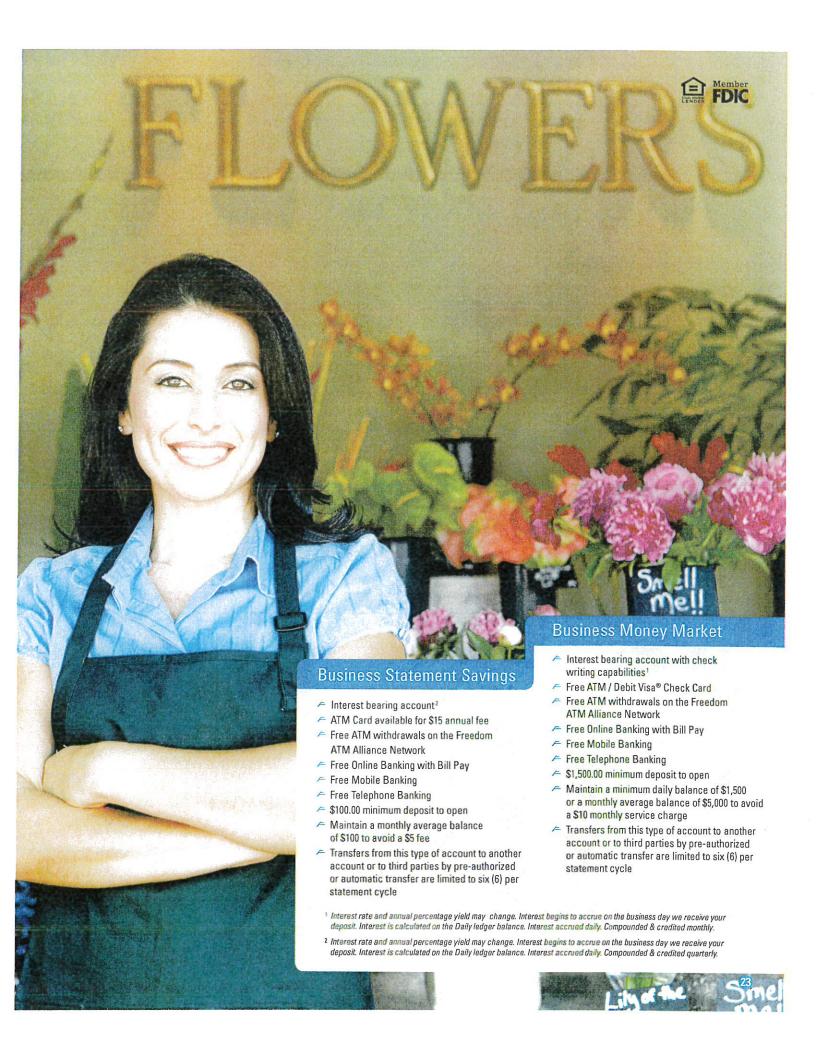
- Unlimited check writing and teller transactions
- Free ATM / Debit Visa® Check Card
- Free, unlimited ATM withdrawals (charges from non-NexTier ATM usage are credited within one (1) to two (2) business days)
- Free Online Banking with Bill Pay
- Free Telephone Banking
- \$100.00 minimum deposit to open
- Minimum daily balance of \$400 or a monthly average balance of \$600 to avoid a \$4 monthly service charge
- Overdraft Privilege limit of \$500. See enclosed form for details and important opt-in info.



Business Alliance with Interest

- Available to non-profits, unincorporated associations, and sole proprietorships only.
- Interest bearing account¹
- Unlimited check writing and teller transactions
- Free ATM / Debit Visa® Check Card
- Free ATM withdrawals on the Freedom ATM Alliance Network
- Free Online Banking with Bill Pay
- Free Telephone Banking
- \$100.00 minimum deposit to open
- Maintain a minimum daily balance of \$1,000 or an average monthly balance of \$2,000 to avoid a \$7 monthly service charge
- Overdraft Privilege limit of \$1,500. See enclosed form for details and important opt-in info.

Interest rate and annual percentage yield may change. Interest begins to accrue on the business day we receive your deposit. Interest is calculated on the Daily ledger balance. Interest accrued daily. Compounded & credited monthly.





Commercial Loans

- Flexible Rate and Term Options
- Quick turnaround time
- Available for expansion / refinancing purchases

- Perfect for equipment and vehicle purchases
- Short or Long Term

Term Loans

Commercial Real Estate

- Owner occupied and investment properties
- Office buildings, mixed use properties, rental properties, apartment complexes, industrial properties, and land development
- Up to 80% Loan to Value

Lines of Credit

- Provides liquidity when you need it
- Pay interest only on amount outstanding
- Can be used for inventory and accounts receivable funding
- Flexibility for purchase opportunities

Letters of Credit

Cost effective alternative to bonding



Small Business Administration: SBA 504

- Real estate and equipment purchase
- Limited borrower cash required
- Long term fixed rates

Small Business Administration: SBA 7A

- Ideal for start up and rapidly growing companies
- Expanded terms and conditions

Various state and local programs available



Construction Loans

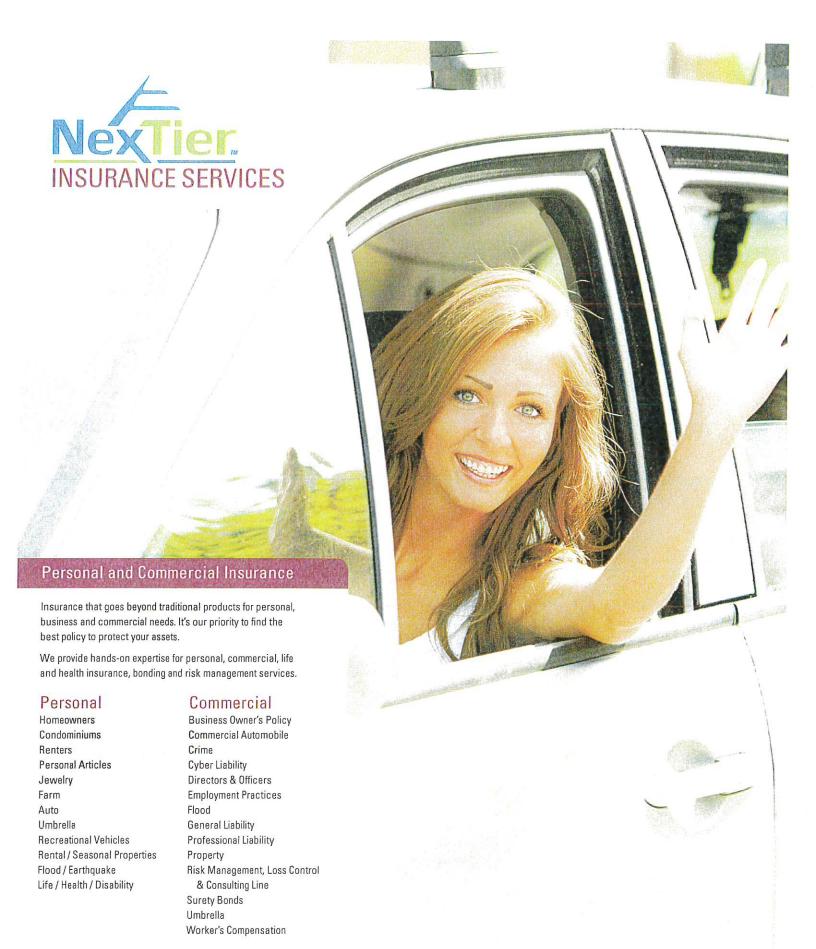
- Construction of a new facility
- Ideal for expanding existing space

Municipal Lending

- Flexible municipal financing options including short-term and long-term
- Essential Purpose Projects
- Renovations, Expansions, Equipment Purchases
- ← Water and Sewer Financing
- Tax Anticipation Notes

Leasing

- Operating and Capital Leases
- Flexible Payment Options
- Vendor and Dealer Programs
- Lease Lines of Credit
- Syndications expand credit limit without affecting your borrowing



Insurance products are not guaranteed by the Bank. Not FDIC Insured. Not a deposit. Not insured by any Federal Government Agency. May lose value including loss of principal.





24 Convenient LOCATIONS

1. Slippery Rock .

121 South Main Street Slippery Rock, PA 16057 Lobby & Drive-Thru Hours: M-Th 9AM – 4PM F 9AM – 5PM

2. Parker

102 South Wayne Avenue Parker, PA 16049 Lobby Hours: M-Th 9AM – 4PM F 9AM – 6PM

3. Petrolia

100 South Argyle Street Petrolia, PA 16050 Lobby & Drive-Thru Hours: M-W 10AM – 3PM Th 10AM – 4PM F 10AM – 6PM

4. Chicora •

130 Hummingbird Plaza Chicora, PA 16025 Lobby & Drive-Thru Hours: M-Th 9AM – 4PM F9AM – 6PM Sat 9AM – Noon

9. Morgan Center •

101 East Diamond Street Butler, PA 16001 Lobby & Drive-Thru Hours: M-F 9AM – 4PM

10. Worthington •

15104 Route 422 West Worthington, PA 16262 Drive-Thru Hours: M-Th 8:30AM – 4:30PM F8:30AM – 6PM Lobby Hours: M-Th 9AM – 4:30PM F9AM – 6PM

11. Hilltop Plaza

4 Hilltop Plaza Kittanning, PA 16201 Lobby Hours: M-Th 10AM – 7PM F 10AM – 8PM Sat 10AM – 2PM

12. Highlands .

316 First Avenue Kittanning, PA 16201 Drive-Thru Hours: M-Th 8:30AM – 4:30PM F 8:30AM – 6PM S 8:30AM – Noon Lobby Hours: M-Th 9AM – 4:30PM F 9AM – 6PM

S 9AM - Noon

5. Clearview Mall

196 Clearview Circle Butler, PA 16001 Lobby & Drive-Thru Hours: M-Th 9:30AM – 4PM F 9:30AM – 6PM Sat 9:30AM – 12:30PM

6. Moraine Pointe •

100 Moraine Pointe Plaza Butler, PA 16001 Lobby & Drive-Thru Hours: M-Th 9:30AM – 6:30PM F 9:30AM – 7PM Sat 9:30AM – 3PM

7. Evans City .

238 East Main Street Evans City, PA 16033 Lobby & Drive-Thru Hours: M-Th 9AM – 4PM F9AM – 6PM

8. Lyndora .

Hansen & Lewis Avenues Lyndora, PA 16045 Lobby & Drive-Thru Hours: M-F 9AM – 4PM

13. West Kittanning •

409 Butler Road Kittanning, PA 16201 Lobby & Drive-Thru Hours: M-F 8:30AM – 6PM Sat 8:30AM – Noon

14. Loan Center

201 Market Street Kittanning, PA 16201 Lobby Hours: M-F 8:30AM – 4:30PM Walk-Up Hours: 8:30AM – 4PM

15. Downtown Kittanning

Kittanning, PA 16201
Drive-Thru Hours:
M-Th 8:30AM – 4:30PM
F 8:30AM – 6PM
Sat 8:30AM – Noon
Lobby Hours:
M-Th 9AM – 4PM
F 9AM – 6PM
Sat 9AM – Noon

222 Market Street

16. 422 East •

105 Burton Drive Kittanning, PA 16201 Drive-Thru Hours: M-Th 8:30AM – 4:30PM

Lobby Hours: M-Th 9AM – 4:30PM F 9AM – 6PM

F8:30AM - 6PM

17. Leechburg •

160 Market Street Leechburg, PA 15656 Lobby Hours: M-Th 9AM – 5PM F 9AM – 6PM Sat 9AM – 1PM

18. Freeport •

236 5th Street Freeport, PA 16229 Lobby Hours: M-F 9AM — 4:30PM Sat 9AM — Noon

19. Saxonburg •

333 Main Street, Suite 100 Saxonburg, PA 16056 Lobby & Drive-Thru Hours: M-Th 9AM – 4PM F 9AM – 6PM

20. Zelienople •

226 South Main Street Zelienople, PA 16063 Lobby & Drive-Thru Hours: M-Th 9AM – 4PM F 9AM – 5PM Sat 9AM – Noon

21. Cranberry •

20249 Route 19 Cranberry Township, PA 16066 Lobby & Drive-Thru Hours: M-F 9AM – 7PM Sat 9AM – 3PM

22. T-Bones Plaza •

100 VIP Wexford Drive, Suite 108 Wexford, PA 15090 Lobby Hours:

Lobby Hours: M-Th 9AM – 5PM F 9AM – 6PM Sat 9AM – 1PM

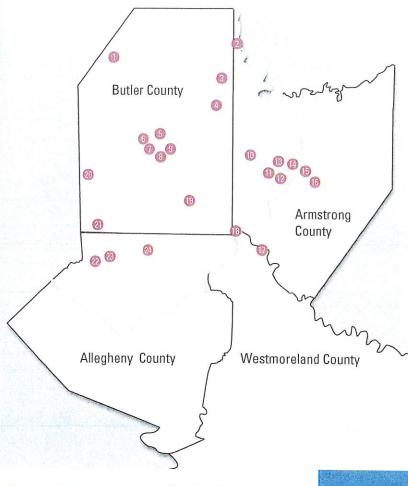
23. Wexford •

11361 Perry Hwy Wexford, PA 15090 Drive-Thru Hours: M-Th 9AM – 4PM F 9AM – 5PM Lobby Hours: M-Th 9AM – 4PM F 9AM – 5PM

24. Northtowne

101 Northtowne Square Drive Gibsonia, PA 15044 Lobby & Drive-Thru Hours: M-Th 9AM – 4PM F9AM – 6PM

 ATMs available at these locations



	·	

NexTier

Welcome to The NEW



CUSTOMER CARE CENTER

Give us a call, locally:

(out of area, toll-free)

724.543.1125 or 724.538.3410 | 1.800.262.1088

Extended Calling Hours

FRIDAY OCTOBER 3 from 8AM – 8PM SATURDAY OCTOBER 4 from 8AM – 5PM SUNDAY OCTOBER 5 from 9AM – 3PM M-F, WEEK 0F OCTOBER 6 from 8AM – 8PM



Overdrast PRIVILEGE

HOW DOES NEXTIER BANK COVER OVERDRAFTS?

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- We have <u>standard overdraft practices</u> that come with your account.
- We also offer <u>overdraft protection plans</u>, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

OUR STANDARD OVERDRAFT PRACTICES

This notice explains our standard overdraft practices included with your account.

We do authorize and pay overdrafts for the following types of transactions.

- Checks and other transactions made using your checking account number
- Automatic Bill Payments

We <u>do not</u> authorize and pay overdrafts for the following types of transactions without your consent. Select the appropriate option on the form below.

- ATM Transactions
- Everyday Debit Card Transactions

We pay overdrafts at our discretion, which means we <u>do not guarantee</u> that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

WHAT FEES WILL I BE CHARGED IF NEXTIER BANK PAYS MY OVERDRAFT?

Under our standard overdraft practices:

- ✓ We will charge you a fee of up to \$36 each time we pay an overdraft.
- We limit daily charges for overdrafts to \$216 per account for consumers.

WHAT IF I WANT NEXTIER BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions – complete this form and return it to your local office or mail it to NexTier Bank, P.O. Box 1232, Butler, PA 16003-9985, ATTN: Deposit Support

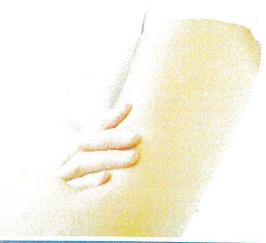
You can also call 1.800.262.1088 or email a signed copy of this form to info@nextierbank.com to opt-in today!

I DO want NexTier Bank to authorize and pay overdrafts on my ATM and
everyday debit card transactions.

Name	Date
Email	Phone
Checking Account Number(s)	

Customer Signature







FUNDS AVAILABILITY DISCLOSURE

Effective October 6, 2014

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

FUNDS AVAILABILITY POLICY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS AT NEXTIER BANK, N.A.. Our policy is to make funds from your cash and check deposits available to you on the same business day as the day we receive your deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. 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 4:30pm 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 4:30pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day as 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. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account at an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000 on any one day.
- · You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- · There is an emergency, such as failure of computer or communications equipment.

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

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules For New Accounts.

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the first 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on NexTier Bank, N.A. will be available on the first 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,





FACTS

WHAT DOES NexTier Bank, National Association, NexTier Wealth Management, NexTier Insurance, NexTier Leasing 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 and income
- Account balances and payment history
- Credit history and credit scores

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons NexTier Bank, N.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:	Does NexTier Bank, N.A. 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	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

Call toll-free 1-800-262-1088 and a representative will assist you.

Please note:

If you are a new customer we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 1-800-262-1088 or go to www.nextierbank.com

Who we are	
Who is providing this notice?	NexTier Bank, National Association, NexTier Wealth Management, NexTier Insurance, NexTier Leasing, and NexTier Insurance Services
What we do	
How does NexTier Bank, N.A. 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.
How does NexTier Bank, N.A. collect my personal information?	We collect your personal information, for example, when you Open an account or deposit money Pay your bills or apply for a loan or insurance or buy securities Use your ATM / Debit Check Card 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 to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Any company with a NexTier name; Financial companies such as NexTier Bank, N.A., NexTier Wealth Management; non-financial companies, such as NexTier Leasing, NexTier Insurance Services
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. NexTier Bank, N.A. does not share with nonaffiliates
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	Our joint marketing partner includes LPL Financial Institution Services
Other important information	

EXHIBIT 5



Statement Ending 01/24/2022

Page 1 of 8

RETURN SERVICE REQUESTED

DIANA L HEUSER KENNETH S HEUSER TEMPLETON PA 16259-4902

Managing Your Accounts

Customer Care Center

800-262-1088

24 Hr Account Info Line

844-639-8437

Online Banking & Bill Pay

nextierbank.com

eStatements

nextierbank.com

X

Mailing

PO Box 1232

Butler PA 16003-1232

Summary of Accounts

Account Type FREE CHECKING Account Number

Ending Balance

XXXXXXXXX1305

-\$460.03

FREE CHECKING-XXXXXXXXX1305

Account Summary

Date 12/25/2021 Description

Beginning Balance

Amount \$571.61

13 Credit(s) This Period

\$5,007.94

93 Debit(s) This Period

\$6,039.58

01/24/2022 Ending Balance

-\$460.03

Account Activity

Post Date	Description	Debits	Credits	Balance
12/25/2021	Beginning Balance			\$571.61
12/27/2021	XX8189 POS PURCHASE 12/25 21:30 SHEETZ 0194 00 FALLS CREEK PA 001 071848	\$42.50		\$529.11
12/27/2021	XX1908 POS PURCHASE 12/24 17:47 CIRKUL, INC. 786-529-6354 FL 00000000 068948	\$28.62		\$500.49
12/27/2021	TIMBERLAND FCU ACH PMT	\$303.50		\$196.99
12/27/2021	CAPITAL ONE MOBILE PMT 3H31GSS6VOPXECE	\$100.00		\$96.99
12/27/2021	DISCOVER E-PAYMENT 8180	\$90.48		\$6.51
12/27/2021	PAYPAL INST XFER ITWORKSMARK	\$36.00		-\$29,49
12/28/2021	COMENITY PAY VI WEB PYMT P21359867739029	\$75.00		-\$104.49
12/28/2021	PAYPAL INST XFER PPLUS	\$3.74		-\$108,23
12/28/2021	OVERDRAFT FEES	\$36.00		-\$144.23
12/29/2021	XX8189 POS PURCHASE 12/27 16:06 SHEETZ 0445 00 KITTANNING PA 001 005056	\$62.50		-\$206.73
12/29/2021	OVERDRAFT FEES	\$72.00		-\$278.73
12/30/2021	PPG INDUSTRIES PAYROLL 298033		\$288.81	\$10.08
12/30/2021	STATE FARM RO 27 SFPP 13 S XXXXXX1013	\$215.97		-\$205.89
12/30/2021	CHECK # 607	\$250.00		-\$455.89
12/31/2021	CAPITAL ONE MOBILE PMT 3H5RU34JS155DTA	\$100.00		-\$555,89
12/31/2021	DISCOVER E-PAYMENT 8180	\$50.00		-\$605.89
12/31/2021	AMAZON MARKETPLA RETURN FEE 99486394	\$25.00		-\$630.89



In Case of Errors or Questions About Your Statement or Electronic Transfers Call 1-800-262-1088

or

Email via our website: www.nextierbank.com

or

Write us at NexTier Bank, Customer Support, P.O. Box 1232 Butler PA 16003-1232

If you think your statement or receipt is wrong or if you need more information about a transfer 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 error or problem appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error; so that you will have use of the money during the time it takes us to complete our investigation.

Your Right to Stop Payment

You may stop payment of a preauthorized electronic fund transfer from account by notifying the Bank orally or in writing at any time up to three business days before the scheduled date of transfer. NexTier Bank may require written confirmation of the stop payment order to be made within 14 days of an oral notification. If written confirmation has been required by the Bank, the oral stop payment order shall cease to be binding 14 days after it has been made.

In Case of Errors or Inquiries About Your Bill

Send your inquiry in writing on a separate sheet so that the bank receives it within 60 days after the first bill which the error or problem first appeared. Your written inquiry must include:

- 1. Your name and account number;
- 2. A description of the error and why (to the extent you can explain) you believe it is an error; and
- 3. The dollar amount of the suspected error.

INSTRUCTIONS FOR BALANCING YOUR CHECKBOOK WITH YOUR STATEMENT

- 1. In your checkbook enter the interest earned on your N.O.W. Account as it appears on the front of this statement.
- 2. Verify that checks are charged on statement for amount drawn.
- 3. Be sure that Service Charge (if any) or other authorized deductions shown on this statement have been deducted from your checkbook balance.
- 4. Verify that all deposits have been credited for same amount as your records.
- 5. Be sure that all checks outstanding on previous statement have been included in this statement (otherwise, they are still outstanding).
- 6. In your checkbook, place a check mark beside (mark off) each check paid by NexTier.
- 7. Make a list of the numbers and amounts of those checks still outstanding in the space provided at the left.

CHECKS OU	TSTANDING			
NUMBER	AMOUNT			
		8	ENTER FINAL BALANCE AS PER STATEMENT	
		9.	ADD	
			ANY DEPOSITS NOT CREDITED	
		10	TOTAL	
TOTAL OUTSTANDING		CARRY OVER	SUBTRACT CHECKS OUTSTANDING	
		12	BALANCE SHOULD AGREE WITH YOUR CHECKBOOK	





Account A	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
12/31/2021	OVERDRAFT FEES	\$72,00		-\$702.89
01/03/2022	RETURNED ITEM, INSUFFICIENT FUNDS, DISCOVER E-PAYMENT 8180		\$50.00	-\$652.89
01/03/2022	RETURNED ITEM, INSUFFICIENT FUNDS, CAPITAL ONE MOBILE PMT 3H5RU34JS155DTA		\$100.00	-\$552.89
01/03/2022	FIRSTENERGY OPCO FE ECHECK 100114828211	\$111.49		-\$664.38
01/03/2022	CAPITAL ONE MOBILE PMT 3H6EVFE27ATJT9A	\$50.00		-\$714.38
01/03/2022	PAYPAL INST XFER DISNEY PLUS	\$7.42		-\$721.80
01/03/2022	OVERDRAFT FEES	\$36.00		-\$757.80
01/03/2022	RETURNED ITEM FEES	\$72.00		-\$829.80
01/04/2022	RETURNED ITEM, INSUFFICIENT FUNDS, PAYPAL INST XFER DISNEY PLUS		\$7.42	-\$822.38
01/04/2022	RETURNED ITEM, INSUFFICIENT FUNDS, CAPITAL ONE MOBILE PMT 3H6EVFE27ATJT9A		\$50.00	-\$772.38
01/04/2022	RETURNED ITEM, INSUFFICIENT FUNDS, FIRSTENERGY OPCO FE ECHECK 100114828211		\$111.49	-\$660.89
01/04/2022	COMENITY PAY BH WEB PYMT P22001868758480	\$100.00		-\$760.89
01/04/2022	RETURNED ITEM FEES	\$108.00		-\$868.89
01/05/2022	RETURNED ITEM, INSUFFICIENT FUNDS, COMENITY PAY BH WEB PYMT P22001868758480		\$100.00	-\$768.89
01/05/2022	DISCOVER RETRY PYMT 8180	\$50.00		-\$818.89
01/05/2022	RETURNED ITEM FEES	\$36.00		-\$854.89
01/06/2022	PPG INDUSTRIES PAYROLL 298033		\$1,544.79	\$689.90
01/06/2022	XX1908 ATM WITHDRAWAL 01/06 12:05 Ford City VFW Ford City PA NH010941 161672	\$100.00		\$589.90
01/06/2022	XX1908 POS PURCHASE 01/06 12:46 DollarShaveClubU 800-3727797 CA 00000000 021734	\$10.60		\$579.30
01/06/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 01/06 12:05 Ford City VFW Ford City PA NH01	\$2.50		\$576.80
01/06/2022	XX1908 CHECKING PYMNT 01/06 00:26 APPLE COM BILL CUPERTINO CA 001 200600873036	\$0.99		\$575.81
01/06/2022	OVERDRAFT FEES	\$36.00		\$539.81
01/07/2022	XX1908 POS PURCHASE 01/07 13:47 VZWRLSS* BILL PAY 800-922-0204 FL 00000000 029704	\$182.74		\$357.07
01/07/2022	XX1908 POS PURCHASE 01/06 22:10 SQ * SAFARISUNSAT FORD CITY PA 77827301 200622365	\$65.00		\$292.07
01/07/2022	XX1908 POS PURCHASE 01/06 12:35 DEREK MOFFATT SN BUTLER PA 00000000 065390	\$55.00		\$237.07
01/07/2022	XX1908 POS PURCHASE 01/07 06:34 AMI ENTERTAINMEN 616-243-3633 MI 00000000 072816	\$20.00		\$217.07
01/07/2022	XX1908 POS PURCHASE 01/06 20:00 BP#9623067LIBERA 855-274-7797 PA 9623002 066272	\$10.00		\$207.07
01/07/2022	COMENITY PAY BH RETRY PYMT P22001868758480	\$100.00		\$107.07
01/07/2022	CAPITAL ONE MOBILE PMT 3H6U2XU7IIKDCTQ	\$50.00		\$57.07
01/10/2022	LENAPE TECH PAYROLL 000813		\$786.88	\$843.95
01/10/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 1/08 AT 9:39 CONF 400816236		\$120.00	\$963.95
01/10/2022	XX1908 ATM WITHDRAWAL 01/08 22:17 POLISH FALCO-K69 FORD CITY PA LK691664 009707	\$100.00		\$863.95
01/10/2022	XX1908 POS PURCHASE 01/09 07:44 BP#9623067LIBERA 855-274-7797 PA 9623002 058036	\$55.25		\$808.70
01/10/2022	XX1908 POS PURCHASE 01/08 17:30 PAYPAL * BATHBODY 402-935-7733 OH 00000000 090125	\$41.83		\$766.87
01/10/2022	XX8189 POS PURCHASE 01/06 12:24 SHEETZ 0101 00 FORD CITY PA 001 035364	\$38.60		\$728.27

Post Date	Description	Debits	Credits	Balance
01/10/2022	XX8189 POS PURCHASE 01/06 21:07 SHEETZ 0101 00 FORD CITY PA 001 042838	\$21.10		\$707.17
01/10/2022	XX1908 POS PURCHASE 01/08 17:22 TASTEFULLY SIMPL 320-763-0595 MN 59950191 050191	\$13,94		\$693.23
01/10/2022	XX1908 POS PURCHASE 01/10 20:42 COTEAM 814277555 COTEAM.IO FL RALECEAX 061568	\$9.07		\$684.16
01/10/2022	XX8189 POS PURCHASE 01/06 13:56 SHEETZ 0101 00 FORD CITY PA 001 046730	\$8.63		\$675.53
01/10/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 01/08 22:17 POLISH FALCO-K69 FORD CITY PA L	\$2.00		\$673,53
01/10/2022	TIMBERLAND FCU ACH PMT	\$303.50		\$370.03
01/10/2022	COMENITY PAY VI WEB PYMT P22007870192726	\$50.00		\$320.03
01/10/2022	CAPITAL ONE CRCARDPMT 3L0EWLJ5VJY6UVY	\$50.00		\$270.03
01/10/2022	PAYPAL RETRY PYMT DISNEY PLUS	\$7.42		\$262.61
01/11/2022	XX1908 POS PURCHASE 01/10 20:25 DIZZY LIZZIES KITTANNING PA 75086985 070002	\$21.59		\$241.02
01/11/2022	CAPITAL ONE MOBILE PMT 3H6MEEBRJO44RFI	\$100.00		\$141.02
01/12/2022	XX8189 ATM WITHDRAWAL 01/12 05:18 PNC BANK KITTANNING PA PM2032 008860	\$20.00		\$121.02
01/12/2022	XX1908 POS PURCHASE 01/11 15:54 Prime Video* RF4A 888-802-3080 WA 00000000 062465	\$19.14		\$101,88
01/12 / 2022	COMENITY PAY BH WEB PYMT P22011871043495	\$50.00		\$51.88
01/12/2022	COMENITY PAY VI WEB PYMT P22011870893480	\$50,00		\$1.88
01/13/2022	PPG INDUSTRIES PAYROLL 298033		\$737.06	\$738,94
01/13/2022	XX1908 ATM WITHDRAWAL 01/13 16:23 NEXTIER KITTANNING, PA PA000490 009510	\$200.00		\$538.94
01/14/2022	MOBILE DEPOSIT		\$16.75	\$555.69
01/1 4/ 2022	XX1908 ATM WITHDRAWAL 01/14 15:55 POLISH FALCO-K77 FORD CITY PA LK777632 001250	\$160.00		\$395.69
01/14/2022	XX1908 POS PURCHASE 01/13 09:55 DEREK MOFFATT SN BUTLER PA 00000000 053891	\$55.00		\$340.69
)1/14/2022	XX8189 POS PURCHASE 01/12 13:33 SHEETZ 0445 00 KITTANNING PA 001 083000	\$46.00		\$294.69
01/14/2022	XX1908 POS PURCHASE 01/13 17:55 FAMILY DOLLAR #1 KITTANNING PA 45116202 334879	\$40.92		\$253.77
01/14/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 01/14 15:55 POLISH FALCO-K77 FORD CITY PA L	\$2.00		\$251.77
1/14/2022	CAPITAL ONE MOBILE PMT 3H6U2XZO16ER67I	\$50.00		\$201.77
1/18/2022	XX8189 POS PURCHASE 01/16 12:47 SHEETZ 0066 00 BROOKVILLE PA 001 018364	\$60.00		\$141.77
1/18/2022	XX1908 POS PURCHASE 01/17 10:57 WRITINGSERV 938-7777752 FL 00010001 052035	\$60.00		\$81.77
1/18/2022	XX8189 POS PURCHASE 01/14 18:11 SHEETZ 0066 00 BROOKVILLE PA 001 045930	\$58.50		\$23.27
1/18/2022	XX8189 ATM WITHDRAWAL 01/15 05:08 PNC BANK KITTANNING PA PM2032 009229	\$20.00		\$3.27
1/18/2022	XX8189 POS PURCHASE 01/13 19:53 SHEETZ 0445 00 KITTANNING PA 001 089392 XX1908 POS PURCHASE 01/17 18:52 AMZN Mktp US* IX8	\$15.00		-\$11.73
1/18/2022	Amzn.com/bill WA 00000000 05106	\$10.59	•	- \$22,32
1/18/2022	XX1908 POS PURCHASE 01/14 11:12 AMZN Mktp US* V15 Amzn.com/bill WA 00000000 07243	\$10.06		-\$32,38
1/18/2022	XX8189 POS PURCHASE 01/13 21:25 SHEETZ 0445 00 KITTANNING PA 001 050525	\$6.75		-\$39.13
1/18/2022	BLC Company PREM DEBIT 52330134708	\$23.60		-\$62.73
1/19/2022	WINDSTREAM WSC ACH 000000329592325	\$54.51		-\$117,24
1/19/2022	OVERDRAFT FEES	\$36.00		-\$153.24
1/20/2022	PPG INDUSTRIES PAYROLL 298033		\$1,094.74	\$941.50
1/20/2022	XX1908 POS PURCHASE 01/20 08:19 VZWRLSS* BILL PAY 800-922-0204 FL 00000000 009768	\$183.10		\$758.40



	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
01/20/2022	XX1908 ATM WITHDRAWAL 01/20 15:22 Ford City VFW Ford City PA NH010941 145904	\$180.00		\$578.40
01/20/2022	XX1908 ATM WITHDRAWAL 01/20 16:12 Ford City VFW Ford City PA NH010941 154105	\$140.00		\$438.40
01/20/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 01/20 15:22 Ford City VFW Ford City PA NH01	\$2.50		\$435.90
01/20/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 01/20 16:12 Ford City VFW Ford City PA NH01	\$2.50		\$433.40
01/20/2022	OVERDRAFT FEES	\$36.00		\$397.40
01/21/2022	XX1908 ATM WITHDRAWAL 01/20 20:37 Ford City VFW Ford City PA NH010941 199431	\$100.00		\$297.40
01/21/2022	XX1908 POS PURCHASE 01/20 04:02 DEREK MOFFATT SN BUTLER PA 00000000 074940	\$55.00		\$242.40
01/21/2022	XX1908 POS PURCHASE 01/20 21:49 AMAZON.COM* B468R SEATTLE WA 00000101 3EUU8R1QMCU	\$51.48		\$190.92
01/21/2022	XX1908 POS PURCHASE 01/21 19:06 Klarna 184-45527621 OH 00000000 084293	\$32.89		\$158.03
01/21/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 01/20 20:37 Ford City VFW Ford City PA NH01	\$2.50		\$155.53
01/21/2022	CAPITAL ONE MOBILE PMT 3L1WX1FK4ZUG3J2	\$62.00		\$93.53
01/21/2022	DISCOVER E-PAYMENT 8180	\$50.00		\$43.53
01/24/2022	XX8189 POS PURCHASE 01/20 02:34 SHEETZ 0445 00 KITTANNING PA 001 076631	\$65.40		-\$21.87
01/24/2022	XX1908 POS PURCHASE 01/20 10:12 AMAZON.COM* YW6XD SEATTLE WA 00000000 CCAKP7	\$31.74		-\$53.61
01/24/2022	XX8189 POS PURCHASE 01/20 02:20 SHEETZ 0445 00 KITTANNING PA 001 077429	\$6.42		-\$60.03
01/24/2022	PEOPLES TWP LLC GAS BILL 210002442445	\$150.00		-\$210.03
01/24/2022	CHECK # 608	\$250.00		-\$460.03
01/24/2022	Ending Balance			-\$460.03

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
0	12/27/2021	\$42.50	0	01/10/2022	\$9.07	0	01/18/2022	\$10.06
0	12/27/2021	\$28.62	0	01/10/2022	\$8.63	0	01/18/2022	\$6.75
0	12/29/2021	\$62.50	0	01/10/2022	\$2.00	0	01/20/2022	\$183.10
0	01/06/2022	\$100.00	0	01/11/2022	\$21.59	0	01/20/2022	\$180.00
0	01/06/2022	\$10.60	0	01/12/2022	\$20.00	0	01/20/2022	\$140.00
0	01/06/2022	\$2.50	0	01/12/2022	\$19.14	0	01/20/2022	\$2.50
0	01/06/2022	\$0.99	0	01/13/2022	\$200.00	0	01/20/2022	\$2.50
0	01/07/2022	\$182.74	0	01/14/2022	\$160.00	0	01/21/2022	\$100.00
0	01/07/2022	\$65.00	0	01/14/2022	\$55.00	0	01/21/2022	\$55.00
0	01/07/2022	\$55.00	0	01/14/2022	\$46.00	0	01/21/2022	\$51.48
0	01/07/2022	\$20.00	0	01/14/2022	\$40.92	0	01/21/2022	\$32.89
0	01/07/2022	\$10.00	0	01/14/2022	\$2.00	0	01/21/2022	\$2.50
0	01/10/2022	\$100.00	0	01/18/2022	\$60.00	0	01/24/2022	\$65.40
0	01/10/2022	\$55.25	0	01/18/2022	\$60.00	0	01/24/2022	\$31.74
0	01/10/2022	\$41.83	0	01/18/2022	\$58.50	0	01/24/2022	\$6.42
0	01/10/2022	\$38.60	0	01/18/2022	\$20.00	607*	12/30/2021	\$250.00
0	01/10/2022	\$21.10	0	01/18/2022	\$15.00	608	01/24/2022	\$250.00
0	01/10/2022	\$13.94	0	01/18/2022	\$10.59			

^{*} Indicates skipped check number

Daily Balances

Date	<u>Amount</u>	Date	Amount	Date .	Amount
12/27/2021	-\$29,49	01/05/2022	-\$854.89	01/14/2022	\$201.77
12/28/2021	-\$144,23	01/06/2022	\$539.81	01/18/2022	~\$62.73
12/29/2021	-\$278.73	01/07/2022	\$57.07	01/19/2022	-\$153.24
12/30/2021	-\$455.89	01/10/2022	\$262,61	01/20/2022	\$397.40
12/31/2021	-\$702,89	01/11/2022	\$141.02	01/21/2022	\$43.53
01/03/2022	- \$829.80	01/12/2022	\$1.88	01/24/2022	-\$460.03
01/04/2022	-\$868,89	01/13/2022	\$538.94	o iie iieoan	-\$400.03

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$324.00	\$144.00	\$7,812.00
Total Returned Item Fees	\$216.00	\$216.00	\$1,260.00



Statement Ending 01/24/2022

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EXHIBIT 6



Statement Ending 02/24/2022

Page 1 of 6

RETURN SERVICE REQUESTED

DIANA L HEUSER
KENNETH S HEUSER
TEMPLETON PA 16259-4902

Managing Your Accounts

Customer Care Center

800-262-1088

24 Hr Account Info Line

844-639-8437

Online Banking & Bill Pay

nextierbank.com

eStatements

nextierbank.com

 \times

Mailing

PO Box 1232

Butler PA 16003-1232

Summary of Accounts

Account Type				
EREE CH	IECKING			

Account Number

Ending Balance

XXXXXXXX1305

\$81.16

FREE CHECKING-XXXXXXXX1305

Account Summary

Date 01/25/2022

Description

Beginning Balance

Amount -\$460.03

12 Credit(s) This Period

\$6,600.33

87 Debit(s) This Period

\$6,059.14

02/24/2022 Ending Balance

\$81.16

Account Activity

Post Date	Description	Debits	Credits	Balance
01/25/2022	Beginning Balance			-\$460.03
01/25/2022	LENAPE TECH PAYROLL 000813		\$780.02	\$319.99
01/25/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 1/25 AT 9:21 CONF 402595391		\$120.00	\$439.99
01/25/2022	TIMBERLAND FCU ACH PMT	\$303.50		\$136.49
01/25/2022	PEOPLES TWP LLC GAS BILL 210002442445	\$148.00		-\$11.51
01/25/2022	CAPITAL ONE MOBILE PMT 3L40SUCN07ZO84U	\$100.00		-\$111.51
01/25/2022	COMENITY PAY BH WEB PYMT P22022873198714	\$50.00		-\$161.51
01/25/2022	OVERDRAFT FEES	\$72.00		-\$233.51
01/26/2022	OVERDRAFT FEES	\$108.00		-\$341.51
01/27/2022	PPG INDUSTRIES PAYROLL 298033		\$682.99	\$341.48
01/27/2022	XX1908 POS PURCHASE 01/27 15:59 VZWRLSS* BILL PAY 800-922-0204 FL 00000000 030436	\$183.09		\$158.39
01/27/2022	XX1908 POS PURCHASE 01/26 18:15 AMAZON.COM* U86YI SEATTLE WA 00000000 CEGW5G	\$43.74		\$114.65
01/27/2022	XX1908 POS PURCHASE 01/27 10:38 AMAZON.COM* F7469 SEATTLE WA 00000101 2IOW1WA9C33	\$21.14		\$93.51
01/27/2022	XX1908 POS PURCHASE 01/27 07:25 Amazon Prime* QY1 Amzn.com/bill WA 00000000 03712	\$13.77		\$79.74
01/27/2022	XX8189 POS PURCHASE 01/26 19:30 WENDYS 501 KITTANNING PA 58276008 878636	\$10.05		\$69.69
01/27/2022	COMENITY PAY VI WEB PYMT P22026873613886	\$61.87		\$7.82



In Case of Errors or Questions About Your Statement or Electronic Transfers Call 1-800-262-1088

or

Email via our website: www.nextierbank.com

or

Write us at NexTier Bank, Customer Support, P.O. Box 1232 Butler PA 16003-1232

If you think your statement or receipt is wrong or if you need more information about a transfer 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 error or problem appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error; so that you will have use of the money during the time it takes us to complete our investigation.

Your Right to Stop Payment

You may stop payment of a preauthorized electronic fund transfer from account by notifying the Bank orally or in writing at any time up to three business days before the scheduled date of transfer. NexTier Bank may require written confirmation of the stop payment order to be made within 14 days of an oral notification. If written confirmation has been required by the Bank, the oral stop payment order shall cease to be binding 14 days after it has been made.

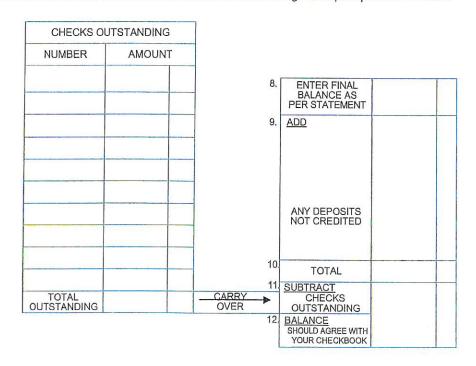
In Case of Errors or Inquiries About Your Bill

Send your inquiry in writing on a separate sheet so that the bank receives it within 60 days after the first bill which the error or problem first appeared. Your written inquiry must include:

- 1. Your name and account number;
- 2. A description of the error and why (to the extent you can explain) you believe it is an error; and
- 3. The dollar amount of the suspected error.

INSTRUCTIONS FOR BALANCING YOUR CHECKBOOK WITH YOUR STATEMENT

- 1.In your checkbook enter the interest earned on your N.O.W. Account as it appears on the front of this statement.
- 2. Verify that checks are charged on statement for amount drawn.
- 3.Be sure that Service Charge (if any) or other authorized deductions shown on this statement have been deducted from your checkbook balance.
- 4. Verify that all deposits have been credited for same amount as your records.
- 5. Be sure that all checks outstanding on previous statement have been included in this statement (otherwise, they are still outstanding).
- 6. In your checkbook, place a check mark beside (mark off) each check paid by NexTier.
- 7. Make a list of the numbers and amounts of those checks still outstanding in the space provided at the left.





Account A	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
01/28/2022	DISCOVER E-PAYMENT 8180	\$100.00		-\$92.18
01/28/2022	CAPITAL ONE MOBILE PMT 3L1WX2CPAAWCJXA	\$100.00		-\$192.18
01/28/2022	CAPITAL ONE MOBILE PMT 3L40SUJZ5O57QCU	\$50.00		-\$242.18
01/28/2022	PAYPAL INST XFER AMIENTERTAI	\$17.00		-\$259.18
01/28/2022	PAYPAL INST XFER PARAMNTPLUS	\$3.74		-\$262.92
01/31/2022	OVERDRAFT FEES	\$180.00		-\$442.92
02/01/2022	STATE FARM RO 27 SFPP 13 S XXXXXX1013	\$210.40		-\$653.32
02/02/2022	RETURNED ITEM, INSUFFICIENT FUNDS, STATE FARM RO 27 SFPP 13 S XXXXXX1013		\$210.40	-\$442.92
02/02/2022	PAYPAL INST XFER MYPIZZATECH	\$23.06		-\$465.98
02/02/2022	RETURNED ITEM FEES	\$36.00		-\$501.98
02/03/2022	PPG INDUSTRIES PAYROLL 298033		\$815.25	\$313.27
02/03/2022	XX1908 POS PURCHASE 02/02 20:21 AMAZON,COM* H52K5 SEATTLE WA 00000101 11PZRN7OU9A	\$56.30		\$256.97
02/03/2022	XX1908 POS PURCHASE 02/03 14:39 SPRANKLE'S NEIGH KITTANNING PA 28970901 459155 XX8189 ATM WITHDRAWAL 02/03 05:11 PNC BANK	\$26.80		\$230.17
02/03/2022	KITTANNING PA PM2032 001567 XX1908 POS PURCHASE 02/03 15:53 HLU* Hulu 1806363	\$20.00		\$210.17
02/03/2022	HULU.COM/BILL CA 91023240 00738	\$7.41		\$202.76
02/03/2022	PAYPAL INST XFER GROUPON INC	\$10.40		\$192.36
02/03/2022	PAYPAL INST XFER DISNEY PLUS	\$7.42		\$184.94
02/03/2022	OVERDRAFT FEES	\$36.00		\$148.94
02/04/2022	XX1908 POS PURCHASE 02/03 09:26 DEREK MOFFATT SN BUTLER PA 00000000 030013	\$55.00		\$93.94
02/04/2022	XX1908 POS PURCHASE 02/03 13:16 Klarna 184-45527621 OH 00000000 037801 XX1908 POS PURCHASE 02/03 22:46 SLICE*	\$32.89		\$61.05
02/04/2022	FOXSPIZZAD SLICELIFE.COM NY OIWK9ICL 00902 XX1908 POS PURCHASE 02/03 07:14 DUNKIN #350212 Q	\$30.73		\$30.32
02/04/2022	KITTANNING PA 3502025 044247 XX8189 POS PURCHASE 02/04 23:05 Peacock 2E4F6 Pr	\$10.49		\$19.83
02/04/2022	212-6640138 NY 00000000 057494	\$5.29		\$14.54
02/04/2022	DISCOVER E-PAYMENT 8180	\$150.00		-\$135.46
02/04/2022	CAPITAL ONE MOBILE PMT 3L40SUQN29RT9V2	\$50.00		-\$185.46
02/04/2022	CAPITAL ONE MOBILE PMT 3L1WX2KOENREZ1A XX8189 POS PURCHASE 02/03 20:49 SHEETZ 0445 00	\$50.00		-\$235.46
02/07/2022	KITTANNING PA 001 005582	\$61.20		-\$296.66
02/07/2022	STATE FARM RO 27 RETRY PYMT 13 S XXXXXX1013	\$210.40		-\$507.06
02/07/2022	OVERDRAFT FEES	\$108.00		-\$615.06
02/08/2022	RETURNED ITEM, INSUFFICIENT FUNDS, STATE FARM RO 27 RETRY PYMT 13 S XXXXXXX101		\$210.40	-\$404.66
02/08/2022	CAPITAL ONE CRCARDPMT 3L6YH40TZW12O66	\$50.00		-\$454.66
02/08/2022	RETURNED ITEM FEES	\$36.00		-\$490.66
02/09/2022	OVERDRAFT FEES	\$36.00		-\$526.66
02/10/2022	LENAPE TECH PAYROLL 000813		\$786.88	\$260.22
02/10/2022	PPG INDUSTRIES PAYROLL 298033		\$1,076.87	\$1,337.09
02/10/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 2/09 AT 22:16 CONF 400244765		\$120.00	\$1,457.09
02/10/2022	XX1908 ATM WITHDRAWAL 02/10 15:13 Ford City VFW Ford City PA NH010941 144539	\$200.00		\$1,257.09
02/10/2022	XX1908 POS PURCHASE 02/10 18:59 VZWRLSS* BILL PAY 800-922-0204 FL 00000000 002693	\$195.44		\$1,061.65

Post Date	Description	Debits	Credits	Batance
02/10/2022	XX8189 POS PURCHASE 02/10 15:55 KITTANNING KWIK KITTANNING PA 99999999 964313	\$55,22		\$1,006.43
02/10/2022	XX1908 POS PURCHASE 02/09 03:31 TASTEFULLY SIMPL 320-763-0595 MN 38416199 016199	\$13.94		\$992.49
02/10/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 02/10 15:13 Ford City VFW Ford City PA NH01	\$2.50		\$989,99
02/10/2022	TIMBERLAND FOU ACH PMT	\$303,50		\$686,49
02/11/2022	XX1908 POS PURCHASE 02/11 13:58 Klarna Columbus OH 00000000 035259	\$229.21		\$457.28
02/11/2022	XX1908 POS PURCHASE 02/10 17:05 DEREK MOFFATT SN BUTLER PA 00000000 033264	\$55.00		\$402.28
02/11/2022	XX1908 POS PURCHASE 02/10 14:22 APPLE,COM/BILL 866-712-7753 CA 00000000 054550	\$0.99		\$401.29
02/11/2022	DISCOVER E-PAYMENT 8180	\$100.00		\$301.29
02/11/2022	CAPITAL ONE MOBILE PMT 3L5XCXPCZX34NOE	\$100.00		\$201,29
02/11/2022	CHECK # 609	\$250.00		-\$48.71
02/14/2022	XX8189 POS PURCHASE 02/10 15:48 SHEETZ 0114 00 KITTANNING PA 001 030936	\$58.50		-\$107.21
02/14/2022	COMENITY PAY BH WEB PYMT P22042876907122	\$103.00		-\$210.21
02/14/2022	PAYPAL INST XFER AMIENTERTAL	\$20.00		-\$230,21
02/14/2022	OVERDRAFT FEES	\$36.00		-\$266.21
02/15/2022	OVERDRAFT FEES	\$72.00		-\$338.21
02/17/2022	PPG INDUSTRIES PAYROLL 298033		\$443.05	\$104.84
02/17/2022	CAPITAL ONE MOBILE PMT 3L8GHTQBFCQSH5Q	\$100.00		\$4.84
02/17/2022	WINDSTREAM WSC ACH 000000331218336	\$54.16		-\$49.32
02/18/2022	PPG INDUSTRIES PAYROLL 298033		\$928.32	\$879.00
02/18/2022	XX1908 ATM WITHDRAWAL 02/18 10:55 NEXTIER KITTANNING, PA PA000490 001956	\$150,00		\$729.00
02/18/2022	XX1908 POS PURCHASE 02/17 18:38 PPG PAINTS ARENA PITTSBURGH PA 00000000 084771 XX1908 POS PURCHASE 02/17 05:21 ARAMARK PPG	\$70.00		\$659.00
02/18/2022	PAIN PITTSBURGH PA 00531801 062549 XX1908 POS PURCHASE 02/17 19:20 ARAMARK PPG	\$25,66		\$633.34
02/18/2022	PAIN PITTSBURGH PA 00531801 062587 XX8189 ATM WITHDRAWAL 02/18 05;15 PNC BANK	\$21.59		\$611.75
02/18/2022	KITTANNING PA PM1972 008773 XX8189 POS PURCHASE 02/18 15:35 WENDYS 501	\$20.00		\$591.75
02/18/2022	KITTANNING PA 58276008 001070	\$10.05		\$581.70
02/18/2022	CAPITAL ONE MOBILE PMT 3L810EGG08S39DA	\$100.00		\$481.70
02/18/2022	BLC Company PREM DEBIT 52330134708	\$23.60		\$458.10
02/18/2022	OVERDRAFT FEES	\$36.00		\$422.10
02/22/2022	XX1908 ATM WITHDRAWAL 02/18 21:35 POLISH FALCO-K77 FORD CITY PA LK777632 001470	\$100.00		\$322,10
02/22/2022	XX8189 POS PURCHASE 02/18 20:30 SHEETZ 0114 00 KITTANNING PA 001 068218 XX1908 POS PURCHASE 02/21 04:28 DEREK MOFFATT	\$66.50		\$255.60
02/22/2022	SN BUTLER PA 00000000 002691 XX1908 POS PURCHASE 02/17 23:20 SHEETZ 0114 00	\$55.00		\$200,60
02/22/2022	KITTANNING PA 001 043721 XX8189 POS PURCHASE 02/20 15:46 A&G AUTO FORD CI	\$47.00		\$153.60
)2/22/2022	FORD CITY PA 76720007 040008 XX1908 POS PURCHASE 02/20 01:53 PAYPAL *	\$22,84		\$130.76
02/22/2022	AMIENTER 616-248-9406 MI 00000000 071633 XX1908 POS PURCHASE 02/19 11:10 FAMILY DOLLAR #1	\$20,00		\$110.76
12/22/2022	KITTANNING PA 45116202 141340 XX1908 POS PURCHASE 02/18 07:40 DUNKIN #350212 Q	\$19.67		\$91.09
12/22/2022	KITTANNING PA 3502022 008389	\$16.85		\$74.24
2/22/2022	XX1908 POS PURCHASE 02/21 16:36 COTEAM 814277555 COTEAM.IO FL RALECEAX 055831	\$12.64	÷	\$61.60



Account Ac	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
02/22/2022	ATM SURCHARGE XX1908 ATM WITHDRAWAL 02/18 21:35 POLISH FALCO-K77 FORD CITY PA L	\$2.00		\$59.60
02/22/2022	PEOPLES TWP LLC GAS BILL 210002442445	\$116.00		-\$56.40
02/22/2022	PAPAYA GAMING LTD IAT PAYPAL 1018607926847	\$40.00		-\$96.40
02/22/2022	PAPAYA GAMING LTD IAT PAYPAL 1018608614783	\$20.00		-\$116.40
02/22/2022	PAPAYA GAMING LTD IAT PAYPAL 1018607567135	\$5.00		-\$121,40
02/23/2022	XX8189 POS PURCHASE 02/21 17:25 KIMBERLY'S FLORA KITTANNING PA 00000000 038910	\$54.59		-\$175.99
02/23/2022	OVERDRAFT FEES	\$144.00		-\$319.99
02/24/2022	PPG INDUSTRIES PAYROLL 298033		\$426.15	\$106.16
02/24/2022	PAPAYA GAMING LTD IAT PAYPAL 1018639177809	\$25.00		\$81.16
02/24/2022	Ending Balance			\$81.16

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
0	01/27/2022	\$183.09	0	02/07/2022	\$61.20	0	02/18/2022	\$20.00
0	01/27/2022	\$43.74	0	02/10/2022	\$200.00	0	02/18/2022	\$10.05
0	01/27/2022	\$21.14	0	02/10/2022	\$195.44	0	02/22/2022	\$100.00
0	01/27/2022	\$13.77	0	02/10/2022	\$55.22	0	02/22/2022	\$66.50
0	01/27/2022	\$10.05	0	02/10/2022	\$13.94	0	02/22/2022	\$55.00
0	02/03/2022	\$56.30	0	02/10/2022	\$2.50	0	02/22/2022	\$47.00
0	02/03/2022	\$26.80	0	02/11/2022	\$229.21	0	02/22/2022	\$22.84
0	02/03/2022	\$20.00	0	02/11/2022	\$55.00	0	02/22/2022	\$20.00
0	02/03/2022	\$7.41	0	02/11/2022	\$0.99	0	02/22/2022	\$19.67
0	02/04/2022	\$55.00	0	02/14/2022	\$58.50	0	02/22/2022	\$16.85
0	02/04/2022	\$32.89	0	02/18/2022	\$150.00	0	02/22/2022	\$12.64
0	02/04/2022	\$30.73	0	02/18/2022	\$70.00	0	02/22/2022	\$2.00
0	02/04/2022	\$10.49	0	02/18/2022	\$25.66	0	02/23/2022	\$54.59
0	02/04/2022	\$5.29	0	02/18/2022	\$21.59	609*	02/11/2022	\$250.00
* Indicates ski	pped check no	umber						

Daily Balances

Date	<u>Amount</u>	Date	Amount	Date	Amount
01/25/2022	-\$233.51	02/03/2022	\$148.94	02/14/2022	-\$266.21
01/26/2022	-\$341.51	02/04/2022	-\$235.46	02/15/2022	-\$338.21
01/27/2022	\$7.82	02/07/2022	-\$615.06	02/17/2022	-\$49.32
01/28/2022	-\$262.92	02/08/2022	-\$490.66	02/18/2022	\$422.10
01/31/2022	-\$442.92	02/09/2022	-\$526.66	02/22/2022	-\$121.40
02/01/2022	-\$653.32	02/10/2022	\$686.49	02/23/2022	-\$319.99
02/02/2022	-\$501.98	02/11/2022	-\$48.71	02/24/2022	\$81.16

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$828.00	\$972.00	\$7,812.00
Total Returned Item Fees	\$72.00	\$288.00	\$1,260.00



EXHIBIT 7



Statement Ending 08/24/2022

Page 1 of 8

RETURN SERVICE REQUESTED

DIANA L HEUSER KENNETH S HEUSER TEMPLETON PA 16259-4902

Managing	Your	Accou	ınts

Customer Care Center

800-262-1088

24 Hr Account Info Line

844-639-8437

Online Banking & Bill Pay

nextierbank.com

eStatements

nextierbank.com

X

Mailing

PO Box 1232

Butler PA 16003-1232

Summary of Accounts

Account TypeAccount NumberEnding BalanceFREE CHECKINGXXXXXXXXX1305-\$607.28

FREE CHECKING-XXXXXXXXX1305

Account Summary

Date 07/23/2022

Description

Beginning Balance

Amount \$275.03

18 Credit(s) This Period 131 Debit(s) This Period \$11,099.85 \$11,982.16

08/24/2022 Ending Balance

-\$607.28

Account Activity

Post Date	Description	Debits	Credits	Balance
07/23/2022	Beginning Balance			\$275,03
07/25/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 7/22 AT 19:23 CONF 400271767		\$500.00	\$775.03
07/25/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 7/23 AT 21:20 CONF 400364559		\$800.00	\$1,575.03
07/25/2022	XX1908 POS PURCHASE 07/23 14:22 BUSY BEAVER KITT KITTANNING PA 10369849 069849	\$152.63		\$1,422.40
07/25/2022	XX1908 POS PURCHASE 07/24 00:16 KINGS FAMILY RES KITTANNING PA 01400921 036657	\$88.81		\$1,333.59
07/25/2022	XX8189 POS PURCHASE 07/23 02:19 THE ALLEGHENY MA KITTANNING PA 00008578 000024	\$81.04		\$1,252.55
07/25/2022	XX8189 POS PURCHASE 07/21 15:53 SHEETZ 0445 00 KITTANNING PA 001 017060	\$78.40		\$1,174.15
07/25/2022	XX8189 POS PURCHASE 07/23 21:26 SHEETZ 0066 00 BROOKVILLE PA 001 054057	\$73.88		\$1,100.27
07/25/2022	XX8189 POS PURCHASE 07/24 03:01 CRAFT HOUSE KITTANNING PA 01989555 042332	\$66.43		\$1,033.84
07/25/2022	XX1908 POS PURCHASE 07/24 17:58 AMAZON.COM* TB5OP SEATTLE WA 00000101 2PU3ENPGG62	\$26.48		\$1,007.36
07/25/2022	XX1908 POS PURCHASE 07/24 19:17 WWW.MAC.BID WWW.MAC.BID PA P3MXSQZG 052826	\$20.60		\$986.76
07/25/2022	XX8189 POS PURCHASE 07/21 14:56 SHEETZ 0445 00 KITTANNING PA 001 017907	\$13.54		\$973.22
07/25/2022	XX8189 POS PURCHASE 07/24 19:57 DOLLAR-GENERAL # NEW BETHLEHEM PA 30786401 10524	\$8.25		\$964.97



In Case of Errors or Questions About Your Statement or Electronic Transfers Call 1-800-262-1088

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Email via our website: www.nextierbank.com

or

Write us at NexTier Bank, Customer Support, P.O. Box 1232 Butler PA 16003-1232

If you think your statement or receipt is wrong or if you need more information about a transfer 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 error or problem appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error; so that you will have use of the money during the time it takes us to complete our investigation.

Your Right to Stop Payment

You may stop payment of a preauthorized electronic fund transfer from account by notifying the Bank orally or in writing at any time up to three business days before the scheduled date of transfer. NexTier Bank may require written confirmation of the stop payment order to be made within 14 days of an oral notification. If written confirmation has been required by the Bank, the oral stop payment order shall cease to be binding 14 days after it has been made.

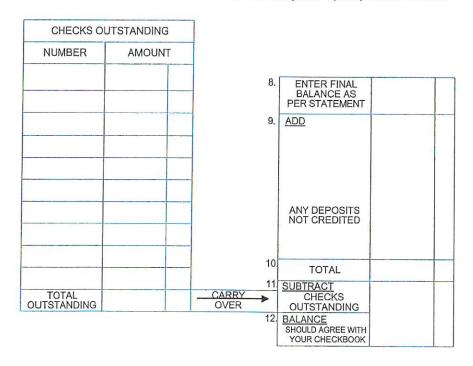
In Case of Errors or Inquiries About Your Bill

Send your inquiry in writing on a separate sheet so that the bank receives it within 60 days after the first bill which the error or problem first appeared. Your written inquiry must include:

- 1. Your name and account number:
- 2. A description of the error and why (to the extent you can explain) you believe it is an error; and
- 3. The dollar amount of the suspected error.

INSTRUCTIONS FOR BALANCING YOUR CHECKBOOK WITH YOUR STATEMENT

- 1. In your checkbook enter the interest earned on your N.O.W. Account as it appears on the front of this statement.
- 2. Verify that checks are charged on statement for amount drawn.
- 3.Be sure that Service Charge (if any) or other authorized deductions shown on this statement have been deducted from your checkbook balance.
- 4. Verify that all deposits have been credited for same amount as your records.
- 5. Be sure that all checks outstanding on previous statement have been included in this statement (otherwise, they are still outstanding).
- 6. In your checkbook, place a check mark beside (mark off) each check paid by NexTier.
- 7. Make a list of the numbers and amounts of those checks still outstanding in the space provided at the left.







Account A	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
07/25/2022	XX8189 POS PURCHASE 07/24 19:48 DOLLAR GENERAL # NEW BETHLEHEM PA 31963302 06032	\$7.47		\$957.50
07/25/2022	XX1908 POS PURCHASE 07/22 14:01 APPLE,COM/BILL 408-974-1010 CA 00000000 062299	\$1.99		\$955.51
07/25/2022	TIMBERLAND FCU ACH PMT	\$303.50		\$652.01
07/25/2022	PAYPAL INST XFER PAPAYAGAMIN	\$99.00		\$553.01
07/25/2022	PAYPAL INST XFER EVERYPLATE	\$69.87		\$483.14
07/25/2022	PAYPAL INST XFER EVERYPLATE	\$47.92		\$435.22
07/26/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 7/25 AT 22:20 CONF 400097025		\$200.00	\$635.22
07/26/2022	XX1908 POS PURCHASE 07/24 01:15 BUSY BEAVER KITT KITTANNING PA 19398468 098468	\$434.03		\$201.19
07/26/2022	XX8189 POS PURCHASE 07/24 18:44 SHEETZ 0066 00 BROOKVILLE PA 001 080482	\$15.46		\$185.73
07/26/2022	XX1908 POS PURCHASE 07/25 13:00 AMZN Mktp US* AG6 Amzn.com/bill WA 00000000 08661	\$9.53		\$176.20
07/26/2022	COMENITY PAY VI WEB PYMT P22204904890967	\$93.09		\$83.11
07/26/2022	PAYPAL INST XFER PAPAYAGAMIN	\$70.00		\$13.11
07/27/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 7/26 AT 18:36 CONF 400191869		\$600.00	\$613.11
07/27/2022	XX1908 ATM WITHDRAWAL 07/26 18:36 NEXTIER KITTANNING, PA PA000490 004234	\$300.00		\$313.11
07/27/2022	XX8189 POS PURCHASE 07/26 09:28 BP#1016500CHATHA TEMPLETON PA 1016001 048109	\$45.14		\$267.97
07/27/2022	XX1908 POS PURCHASE 07/27 11:27 Amazon Prime* IC0 Amzn.com/bill WA 00000000 05307	\$15.89	*********	\$252.08
07/28/2022	PPG INDUSTRIES PAYROLL 298033		\$625.07	\$877.15
07/28/2022	XX1908 ATM WITHDRAWAL 07/27 20:34 FIREHOUSE BAR Manorville PA NH030401 220900003 XX8189 POS PURCHASE 07/26 08:48 SHEETZ 0445 00	\$200.00		\$677.15
07/28/2022	KITTANNING PA 001 063742 XX1908 POS PURCHASE 07/27 10:32 PAYPAL *	\$79.00		\$598.15
07/28/2022	WHOLECOU 402-935-7733 FL 00000000 061659 ATM SURCHARGE XX1908 ATM WITHDRAWAL 07/27	\$28.50		\$569.65
07/28/2022	20:34 FIREHOUSE BAR Manorville PA NH0 PAYPAL INST XFER PARAMNTPLUS	\$2.50		\$567.15
07/28/2022 07/29/2022	KPMG LLP PAYROLL 3919216	\$3.74	A. 550.45	\$563.41
0772972022	WEB XFER FROM PERSONAL INTERE 3747396 ON 7/28		\$1,552.45	\$2,115.86
07/29/2022	AT 17:12 CONF 400414231		\$400.00	\$2,515.86
07/29/2022	XX1908 ATM WITHDRAWAL 07/28 17:14 NEXTIER KITTANNING, PA PA000490 004397	\$500.00		\$2,015.86
07/29/2022	XX1908 POS PURCHASE 07/29 07:17 CRAFT HOUSE KITTANNING PA 01989555 059058	\$120.00		\$1,895.86
07/29/2022	XX1908 POS PURCHASE 07/29 14:58 WWW.MAC.BID WWW.MAC.BID PA P3MXSQZG 071966	\$102.97		\$1,792.89
07/29/2022	XX1908 POS PURCHASE 07/28 19:33 WM SUPERCENTER # KITTANNING PA 18200050 452242	\$102.78		\$1,690.11
07/29/2022	XX1908 POS PURCHASE 07/28 11:20 DEREK MOFFATT SN BUTLER PA 00000000 047853	\$55.00		\$1,635.11
07/29/2022	XX1908 POS PURCHASE 07/28 18:18 AMAZON.COM* 1416A SEATTLE WA 00000101 2D2QRX4X81L	\$44.75		\$1,590.36
07/29/2022	XX1908 POS PURCHASE 07/29 13:18 SPRANKLE'S NEIGH KITTANNING PA 28970901 845405	\$37.73		\$1,552.63
07/29/2022	XX1908 POS PURCHASE 07/28 18:18 AMAZON.COM* V405H SEATTLE WA 00000101 27JSFQCNXXK	\$28.58		\$1,524.05
07/29/2022	XX1908 POS PURCHASE 07/28 05:26 PAYPAL * HERRSCHN 800-713-1239 WI 00000000 067154	\$28.57		\$1,495.48

Account A	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
07/29/2022	XX8189 POS PURCHASE 07/28 17:31 Wal-Mart Store KITTANNING PA 18200077 2209720027	\$17.61		\$1,477.87
07/29/2022	XX8189 POS PURCHASE 07/27 17:02 SHEETZ 0445 00 KITTANNING PA 001 005830	\$15.00		\$1,462,87
07/29/2022	XX8189 POS PURCHASE 07/28 17:37 WAL-MART #1820 KITTANNING PA 24182001 729298	\$10.48		\$1,452.39
07/29/2022	CAPITAL ONE MOBILE PMT 3M5LGHLZO06PQ26	\$100,00		\$1,352.39
07/29/2022	CAPITAL ONE MOBILE PMT 3M5LGJ1QRIGQ47Y	\$50.00		\$1,302.39
08/01/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 8/01		\$300,00	\$1,602.39
08/01/2022	AT 9:46 CONF 400766187 XX1908 POS PURCHASE 07/29 21:45 PAYPAL * HOME DEP San Jose CA 69424885 0731021596	\$1 79 . 14	φοσο,σα	\$1,423.25
08/01/2022	XX8189 POS PURCHASE 07/29 08:07 TEXAS	enn or		
00/01/2022	ROADHOUSE PITTSBURGH PA 00008332 030022	\$93.05		\$1,330.20
08/01/2022	XX8189 POS PURCHASE 07/28 20:30 SHEETZ 0114 00 KITTANNING PA 001 039607 XX1908 POS PURCHASE 07/29 17:28 UP\$CALE BEAUTY	\$82.15		\$1,248.05
08/01/2022	MONROEVILLE PA 08749243 221001000	\$64,00		\$1,184.05
08/01/2022	XX1908 POS PURCHASE 07/28 21:46 PAYPAL * WEIKEGUO 13588467233 HK 00000001 018653	\$55.94		\$1,128.11
08/01/2022	XX1908 POS PURCHASE 07/29 16:43 SHEETZ 0114 00 KITTANNING PA 001 049297	\$50.11		\$1, 078.00
08/01/2022	XX1908 POS PURCHASE 07/29 01:49 ABC* Anytime Fit 724-9543322 PA 00000007 028119	\$50.00		\$1,028.00
08/01/2022	XX1908 POS PURCHASE 07/29 20:23 WAL-MART #3838 TARENTUM PA 24383801 942894	\$42.32		\$985.68
08/01/2022	XX8189 POS PURCHASE 07/28 04:41 BUSY BEAVER KITT KITTANNING PA 21985997 085997	\$26.04		\$959.64
08/01/2022	XX1908 POS PURCHASE 08/01 08:45 PAYPAL * SKINNYFI San Jose CA 69424885 0801082208	\$25,90		\$933.74
08/01/2022	XX1908 POS PURCHASE 07/30 11:50 DOLLAR GENERAL # NEW BETHLEHEM PA 31963302 06103	\$23.94		\$909.80
08/01/2022	XX8189 POS PURCHASE 07/31 01:48 BP#1260100SHIV P SPRINGDALE PA 1260001 033346	\$20.23		\$889.57
08/01/2022	XX8189 ATM WITHDRAWAL 08/01 05:10 PNC BANK KITTANNING PA PM2032 008458	\$20.00		\$869,57
08/01/2022	XX1908 POS PURCHASE 07/30 20:41 WWW.MAC.BID WWW.MAC.BID PA P3MXSQZG 059280	\$18,87		\$850.70
08/01/2022	XX1908 POS PURCHASE 07/29 20:05 LOWE'S #2219 TARENTUM PA 001 493282	\$8.54		\$842.16
08/01/2022	XX1908 POS PURCHASE 08/01 08:45 PAYPAL * SKINNYFI San Jose CA 69424885 0801083713	\$5.99		\$836.17
08/01/2022	VISA INTERNATIONAL FEE ASSESSMENT PAYPAL * WEIKEGUO 13588467233 HK 00000001 01865	\$1.0 1		\$835.16
08/01/2022	STATE FARM RO 27 SFPP 13 S XXXXXX1013	\$445.98		\$389.18
08/02/2022	XX1908 ATM WITHDRAWAL 08/01 17:11 PNC BANK KITTANNING PA PM2032 008555	\$200.00		\$1 89.18
08/02/2022	XX1908 POS PURCHASE 08/01 07:53 PA COURTS FINES 877-2272672 PA 07820922 007551	\$82.75		\$106.43
08/03/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 8/03 AT 14:16 CONF 400082047		\$500.00	\$606.43
08/03/2022	XX8189 POS PURCHASE 08/01 05:47 SHEETZ 0445 00 KITTANNING PA 001 004092	\$69.0 1		\$537.42
08/03/2022	PAYPAL INST XFER WHOLECOUPON	\$49.00		\$488.42
08/04/2022	PPG INDUSTRIES PAYROLL 298033		\$1,034.43	\$1,522.85
08/04/2022	XX1908 MT DDA CREDIT 08/04 16:31 PAYPAL* Heuser Di San Jose CA CNP TX 259348		\$148.19	\$1,671 ,04
08/04/2022	XX1908 ATM WITHDRAWAL 08/03 17:54 NEXTIER KITTANNING, PA PA000490 005042 XX1908 ATM WITHDRAWAL 08/03 22:32 POLISH	\$200.00		\$1,471.04
08/04/2022	FALCO-K77 FORD CITY PA LK777632 002269	\$200.00		\$1,271.04
08/04/2022	XX1908 POS PURCHASE 08/03 16:26	\$83.00		\$1,188.04





Account A	Activity (continued)			
Post Date	Description	Debits	Credits	Balance
****	FAMOUSFOOTWEAR#1 KITTANNING PA 08483565	***************************************		200000000000000000000000000000000000000
	22153300 XX8180 DOS DUDOUASE 08/03 47:40 WAL MADT 44000			
08/04/2022	XX8189 POS PURCHASE 08/03 17:40 WAL-MART #1820 KITTANNING PA 24182001 779987	\$29.81		\$1,158.23
08/04/2022	XX1908 POS PURCHASE 08/04 03:07 WWW.MAC.BID	\$21.62		¢1 126 64
	WWW.MAC.BID PA P3MXSQZG 060079 XX1908 POS PURCHASE 08/04 16:07 WWW.MAC.BID	Ψ21.02		\$1,136.61
08/04/2022	WWW.MAC.BID PA P3MXSQZG 008228	\$15.68		\$1,120.93
08/04/2022	XX1908 POS PURCHASE 08/04 15:00 WWW.MAC.BID	\$5.83		\$1,115.10
00/04/0000	WWW.MAC.BID PA P3MXSQZG 076708 ATM SURCHARGE XX1908 ATM WITHDRAWAL 08/03			Ψ1,115.10
08/04/2022	22:32 POLISH FALCO-K77 FORD CITY PA L	\$2.00		\$1,113.10
08/05/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 8/05		\$1,200.00	\$2,313.10
	AT 14:52 CONF 400321916 XX1908 POS PURCHASE 08/04 01:47 VZWRLSS* BILL		Ψ1,200.00	Ψ2,513.10
08/05/2022	PAY 800-9220204 CA 36711802 045128	\$181.50		\$2,131.60
08/05/2022	XX1908 POS PURCHASE 08/05 11:13 COMCAST	\$159,66		Φ4 074 O4
	THREERIV 800-COMCAST PA 00000000 054621	φ159.00		\$1,971.94
08/05/2022	XX1908 POS PURCHASE 08/04 14:15 AMAZON.COM* ZS7LG SEATTLE WA 00000101 7EEOA5COSSK	\$62.54		\$1,909.40
08/05/2022	XX1908 POS PURCHASE 08/04 03:32 DEREK MOFFATT	AFF 00		
00/03/2022	SN BUTLER PA 00000000 020947	\$55.00		\$1,854.40
08/05/2022	XX8189 POS PURCHASE 08/04 19:37 DOLLAR-GENERAL # KITTANNING PA 30427401 134249	\$16.91		\$1,837.49
00/05/0000	XX1908 POS PURCHASE 08/04 05:45 PAYPAL * AMK			Ψ1,007110
08/05/2022	CROC 402-935-7733 CA 00000000 086404	\$4.50		\$1,832.99
08/05/2022	XX1908 CHECKING PYMNT 08/05 14:28 APPLE COM BILL	\$0.99		\$1,832.00
	CUPERTINO CA 001 221714524603			
08/05/2022	CAPITAL ONE MOBILE PMT 3M72KWNR04GZ5R2	\$150.00		\$1,682.00
08/05/2022	DISCOVER E-PAYMENT 8180	\$75.00		\$1,607.00
08/05/2022	CAPITAL ONE MOBILE PMT 3M5LGI19NVDWLKE	\$50.00		\$1,557.00
08/05/2022	CHECK # 617	\$6.97		\$1,550.03
08/08/2022	WEB XFER FROM PERSONAL INTERE 3747396 ON 8/06 AT 6:46 CONF 400027175		\$1,300.00	\$2,850.03
00/00/0000	XX1908 POS PURCHASE 08/06 10:40 AAA EC			
08/08/2022	MONROEVIL MONROEVILLE PA 00109958 837315	\$237.00		\$2,613.03
8/08/2022	XX1908 POS PURCHASE 08/06 15:22 Wal-Mart Store	\$189,92		\$2,423.11
	KITTANNING PA 18200010 2218570021 XX1908 POS PURCHASE 08/07 02:14 A&G AUTO FORD CI	Ψ100,02		φ2,423.11
8/08/2022	FORD CITY PA 76720007 080009	\$139.07		\$2,284.04
8/08/2022	XX1908 POS PURCHASE 08/06 21:09 WWW.MAC.BID	¢00.00		
0/00/2022	WWW.MAC.BID PA P3MXSQZG 092488	\$98.09		\$2,185.95
8/08/2022	XX1908 POS PURCHASE 08/07 22:38 AMAZON.COM* AH8YF SEATTLE WA 00000101 1MV7L58VA9H	\$93.60		\$2,092.35
0.100.100.00	XX1908 POS PURCHASE 08/05 19:38 DOLLAR GENERAL			Ψ2,002.00
8/08/2022	1 FORD CITY PA 31594201 127031	\$93.34		\$1,999.01
8/08/2022	XX8189 POS PURCHASE 08/04 21:10 SHEETZ 0445 00	\$73.36		£4 025 65
	KITTANNING PA 001 041103 XX8189 POS PURCHASE 08/05 10:50 NITE COURTS	φ/0.00		\$1,925.65
8/08/2022	FORD CITY PA 11847224 099310	\$67.10		\$1,858.55
8/08/2022	XX8189 POS PURCHASE 08/05 17:44 SHEETZ 0101 00	# 50.70		
0/00/2022	FORD CITY PA 001 048807	\$53.76		\$1,804.79
8/08/2022	XX1908 POS PURCHASE 08/06 20:20 DIZZY LIZZIES KITTANNING PA 75086985 010011	\$47.21		\$1,757.58
100/0000	XX8189 POS PURCHASE 08/06 07:58 SHEETZ 0114 00			7.1101.00
8/08/2022	KITTANNING PA 001 034321	\$43.71		\$1,713.87
8/08/2022	XX1908 POS PURCHASE 08/05 19:53 SPRANKLE'S NEIGH	\$34.41		\$1.670.46
	KITTANNING PA 28970901 192727	ψυ ΑΤΙ		\$1,679.46

	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
08/08/2022	XX1908 POS PURCHASE 08/07 12:50 FAMILY DOLLAR #1 KITTANNING PA 45116202 450572	\$11.22		\$1,668.24
08/08/2022	XX8189 POS PURCHASE 08/06 06:25 SHEETZ 0114 00 KITTANNING PA 001 039456	\$5.13		\$1, 663,11
08/08/2022	CHECK # 621	\$1,500.00		\$163.11
08/08/2022	CHECK # 618	\$6.97		\$156,14
08/09/2022	XX1908 POS PURCHASE 08/04 09:28 AMAZON,COM* L496L SEATTLE WA 00000000 E549YA	\$21.90		\$134.24
08/09/2022	CAPITAL ONE CRCARDPMT 3M95MGVTDA9THPA	\$50.00		\$84,24
08/09/2022	CHECK # 622	\$375,00		-\$290,76
08/10/2022	TIMBERLAND FCU ACH PMT	\$303,50		-\$594.26
08/10/2022	OVERDRAFT FEES	\$36.00		-\$630.26
08/11/2022	PPG INDUSTRIES PAYROLL 298033		\$399.10	-\$231,16
08/11/2022	XX1908 POS PURCHASE 08/11 22:05 ABC* ANYTIME FITN 888-8279262 PA 00001000 060191	\$34.99		-\$266.15
08/11/2022	CHECK # 620	\$13.94		-\$280,09
08/11/2022	CHECK # 619	\$13.94		-\$294,03
08/11/2022	OVERDRAFT FEES	\$36.00		-\$330.03
08/12/2022	CAPITAL ONE MOBILE PMT 3M5LGHSZ2262Q0E	\$100.00		-\$430.03
08/12/2022	OVERDRAFT FEES	\$72.00		-\$502,03
08/15/2022	KPMG LLP PAYROLL 3919216	,,,_,,	\$1,072.78	\$570.75
08/15/2022	XX1908 POS PURCHASE 08/12 19:38 VZWRLSS* BILL PAY 800-9220204 CA 36711802 039474	\$181.60	4114121113	\$389.15
08/15/2022	XX1908 POS PURCHASE 08/13 10:45 DOLLAR GENERAL # LEEPER PA 31680102 083911	\$52,05		\$337.10
08/15/2022	OVERDRAFT FEES	\$36.00		\$301.10
8/16/2022	XX1908 POS PURCHASE 08/15 16:22 PAYPAL * CHEWY IN San Jose CA 69424885 0815114530	\$264.12		\$36,98
18/16/2022	CAPITAL ONE MOBILE PMT 3MA10XWW7FMKYXQ	\$50.00		-\$13.02
08/17/2022	XX8189 POS PURCHASE 08/15 00:02 SHEETZ 0445 00 KITTANNING PA 001 017333	\$63.30		-\$76.32
8/17/2022	OVERDRAFT FEES	\$36,00		-\$112.32
8/18/2022	PPG INDUSTRIES PAYROLL 298033		\$297.96	\$185.64
8/18/2022	XX1908 POS PURCHASE 08/17 17:24 AMAZON.COM* JJ47X SEATTLE WA 00000101 4REVQO4T7Y2	\$27.54		\$158.10
8/18/2022	XX1908 POS PURCHASE 08/18 11:02 AMZN Mktp US* IA8 Amzn.com/bill WA 00000000 03588	\$4.23		\$153.87
8/18/2022	COMENITY PAY VI WEB PYMT P22229908503406	\$78.75		\$75,12
8/18/2022	CHECK # 623	\$375.00		-\$299.88
8/19/2022	XX1908 POS PURCHASE 08/18 10:30 DEREK MOFFATT SN BUTLER PA 00000000 054004	\$55,00		-\$354.88
8/19/2022	CAPITAL ONE MOBILE PMT 3MB2NB1W1JF1H3Y	\$40.00	-	-\$394.88
8/19/2022	PAYPAL INST XFER HULU	\$7.41		-\$402,29
8/19/2022	OVERDRAFT FEES	\$36.00		-\$438.29
8/22/2022	XX1908 POS PURCHASE 08/13 12:25 AMAZON.COM* LA5SW SEATTLE WA 00000000 E80YFS	\$24.99		-\$463.28
8/22/2022	CAPITAL ONE MOBILE PMT 3MBQ9CPDNPQFJRY	\$100,00		-\$563,28
3/22/2022	PAYPAL INST XFER EVERYPLATE	\$69.87		-\$633.15
3/22/2022	OVERDRAFT FEES	\$72.00		-\$705.15
3/23/2022	RETURNED ITEM, INSUFFICIENT FUNDS, PAYPAL INST XFER EVERYPLATE		\$69.87	-\$635.28
3/23/2022	RETURNED ITEM, INSUFFICIENT FUNDS, CAPITAL ONE MOBILE PMT 3MBQ9CPDNPQFJRY		\$100.00	-\$535,28
3/23/2022	RETURNED ITEM FEES	\$72.00		-\$607.28
3/24/2022	Ending Balance			-\$607.28



Checks Cle	ared							
Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
0	07/25/2022	\$152.63	0	08/01/2022	\$179.14	0	08/05/2022	\$0.99
0	07/25/2022	\$88.81	0	08/01/2022	\$93.05	0	08/08/2022	\$237.00
0	07/25/2022	\$81.04	0	08/01/2022	\$82.15	0	08/08/2022	\$189.92
0	07/25/2022	\$78.40	0	08/01/2022	\$64.00	0	08/08/2022	\$139.07
0	07/25/2022	\$73.88	0	08/01/2022	\$55.94	0	08/08/2022	\$98.09
0	07/25/2022	\$66.43	0	08/01/2022	\$50.11	0	08/08/2022	\$93.60
0	07/25/2022	\$26.48	0	08/01/2022	\$50.00	0	08/08/2022	\$93.34
0	07/25/2022	\$20.60	0	08/01/2022	\$42.32	0	08/08/2022	\$73.36
0	07/25/2022	\$13.54	0	08/01/2022	\$26.04	0	08/08/2022	\$67.10
0	07/25/2022	\$8,25	0	08/01/2022	\$25.90	0	08/08/2022	\$53.76
0	07/25/2022	\$7.47	0	08/01/2022	\$23.94	0	08/08/2022	\$47.21
0	07/25/2022	\$1.99	0	08/01/2022	\$20.23	0	08/08/2022	\$43.71
0	07/26/2022	\$434.03	0	08/01/2022	\$20.00	0	08/08/2022	\$34.41
0	07/26/2022	\$15.46	0	08/01/2022	\$18.87	0	08/08/2022	\$11.22
0	07/26/2022	\$9.53	0	08/01/2022	\$8.54	0	08/08/2022	\$5.13
0	07/27/2022	\$300.00	0	08/01/2022	\$5.99	0	08/09/2022	\$21.90
0	07/27/2022	\$45.14	0	08/01/2022	\$1.01	0	08/11/2022	\$34.99
0	07/27/2022	\$15.89	0	08/02/2022	\$200.00	0	08/15/2022	\$181.60
0	07/28/2022	\$200.00	0	08/02/2022	\$82.75	0	08/15/2022	\$52.05
0	07/28/2022	\$79.00	0	08/03/2022	\$69.01	0	08/16/2022	\$264.12
0	07/28/2022	\$28.50	0	08/04/2022	\$200.00	0	08/17/2022	\$63.30
0	07/28/2022	\$2.50	0	08/04/2022	\$200.00	0	08/18/2022	\$27.54
0	07/29/2022	\$500.00	0	08/04/2022	\$83.00	0	08/18/2022	\$4.23
0	07/29/2022	\$120.00	0	08/04/2022	\$29.81	0	08/19/2022	\$55.00
0	07/29/2022	\$102.97	0	08/04/2022	\$21.62	0	08/22/2022	\$24.99
0	07/29/2022	\$102.78	0	08/04/2022	\$15.68	617*	08/05/2022	\$6.97
0	07/29/2022	\$55.00	0	08/04/2022	\$5.83	618	08/08/2022	\$6.97
0	07/29/2022	\$44.75	0	08/04/2022	\$2.00	619	08/11/2022	\$13.94
0	07/29/2022	\$37.73	0	08/05/2022	\$181.50	620	08/11/2022	\$13.94
0	07/29/2022	\$28.58	0	08/05/2022	\$159.66	621	08/08/2022	\$1,500.00
0	07/29/2022	\$28.57	0	08/05/2022	\$62.54	622	08/09/2022	\$375.00
0	07/29/2022	\$17.61	0	08/05/2022	\$55.00	623	08/18/2022	\$375.00
0	07/29/2022	\$15.00	0	08/05/2022	\$16.91			
0	07/29/2022	\$10.48	0	08/05/2022	\$4.50			
* Indicates ski	pped check nu	ımber						

Daily Balances

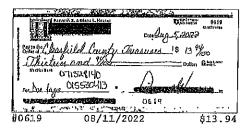
Daily Dailanood					
Date	Amount	Date	Amount	Date	Amount
07/25/2022	\$435.22	08/04/2022	\$1,113.10	08/16/2022	-\$13.02
07/26/2022	\$13.11	08/05/2022	\$1,550.03	08/17/2022	-\$112.32
07/27/2022	\$252.08	08/08/2022	\$156.14	08/18/2022	-\$299.88
07/28/2022	\$563.41	08/09/2022	-\$290.76	08/19/2022	-\$438.29
07/29/2022	\$1,302.39	08/10/2022	-\$630.26	08/22/2022	-\$705.15
08/01/2022	\$389.18	08/11/2022	-\$330.03	08/23/2022	-\$607.28
08/02/2022	\$106.43	08/12/2022	-\$502.03		
08/03/2022	\$488.42	08/15/2022	\$301.10		

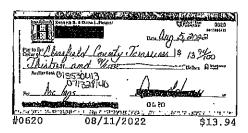
Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$324.00	\$3,888.00
Total Returned Item Fees	\$72.00	\$1,908.00















IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all others similarly situated, Plaintiff,	Civil Division Case No. AD-2023-10076					
v.						
NEXTIER BANK, N.A.,						
Defendant.	·					
[PROPOSED] ORDER						
AND NOW, this day of	, 2023, upon consideration of					
Defendant NexTier Bank, N.A.'s Preliminary Of	bjections to Plaintiff's Complaint, and any					
responses thereto, it is hereby ORDERED, ADJUDO	GED and DECREED that Defendant NexTier					
Bank, N.A.'s Preliminary Objections are hereby	SUSTAINED and Plaintiff's Complaint is					
DISMISSED WITH PREJUDICE.						
	SO ORDERED,					
	, J.					
cc: All Counsel of Record						

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant NexTier Bank, N.A.'s Preliminary Objections to Plaintiff's Complaint was served upon all counsel of record via electronic mail this 10h day of April 2023 as follows:

Kenneth J. Grunfeld, Esquire GOLOMB SPIRT GRUNFELD, P.C. 1835 Market Street, Suite 2900 Philadelphia, PA 19103 kgrunfeld@golomblegal.com

> Sophia G. Gold, Esquire KALIELGOLD PLLC 950 Gilman Street, Suite 200 Berkeley, CA 94710 sgold@kalielgold.com

Jeffrey D. Kaliel, Esquire KALIELGOLD PLLC 1100 15th Street NW, 4th Floor Washington, D.C. 20005 jkaliel@kalielgold.com

Christopher D. Jennings, Esquire
Tyler B. Ewigleben, Esquire
JOHNSON FIRM
610 President Clinton Avenue, Suite 300
Little Rock, Arkansas 72201
chris@yourattomey.com
tyler@yourattomey.com

Counsel for Plaintiff

Counsel for NexTier Bank, N.A.

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by:

Signed: Name: Michael J. Pawk, Esq.

Attorney No. 54413