As confidentially submitted to the Securities and Exchange Commission on January 10, 2025.
This draft registration statement has not been filed publicly with the Securities and Exchange Commission and all information herein remains strictly confidential.

Registration No. 333-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

GBANK FINANCIAL HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Nevada	**6712**	**82-3869786**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Number)	(IRS Employer Identification Number)

9115 W. Russell Rd., Ste. 110
Las Vegas, Nevada 89148
(702) 851-4200
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Edward M. Nigro
Executive Chairman of the Board
T. Ryan Sullivan
Chief Executive Officer and President
GBank Financial Holdings Inc.
9115 W. Russell Rd., Ste. 110
Las Vegas, Nevada 89148
(702) 851-4200
(Address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box, and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the U.S. Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state or other jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JANUARY ___, 2025

PRELIMINARY PROSPECTUS

1,081,081 SHARES OF COMMON STOCK



This prospectus relates to the resale of 1,081,081 shares of our common stock, par value $0.0001 per share, by certain of our selling holders of common stock (the "Selling Stockholders").

The Selling Stockholders may sell all or a portion of the shares of common stock being offered pursuant to this prospectus at the prevailing market prices at the time of sale or at negotiated prices. We will not receive any proceeds from the sale of the shares of common stock offered by the Selling Stockholders. We will bear all costs associated with this registration.

The total amount of shares of common stock which may be sold pursuant to this prospectus would constitute approximately 7.5% of issued and outstanding common stock of GBank Financial Holdings Inc., a Nevada corporation (the "Company"), as of January 8, 2025, assuming that the Selling Stockholders will sell all of the shares offered for sale.

Our common stock is quoted on the OTCQX Market under the symbol "GBFH." The shares of our common stock registered hereunder are being offered for sale by Selling Stockholders at prices established on the OTCQX Market during the term of this offering. On January 2, 2025, the closing bid price of our common stock was $39.60 per share. These prices will fluctuate based on the demand for our common stock.

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 and, as such, have elected to comply with certain reduced public company disclosure standards.

We intend to apply to list our common stock on the Nasdaq Capital Market, under the symbol "GBFH." The closing of this offering is not contingent upon the successful listing of our common stock on the Nasdaq Capital Market.

Investing in shares of our common stock involves a high degree of risk. See "*Risk Factors*" beginning on page 12 of this prospectus for a discussion of information that should be considered in connection with an investment in our securities. -

Neither the Securities and Exchange Commission, or the SEC, nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is January ___, 2025

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About This Prospectus

We and the Selling Stockholders have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any related free writing prospectuses. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the common shares offered by this prospectus, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus or in any applicable free writing prospectus is current only as of its date. Our business, results of operations, financial condition, and prospects may have changed since that date.

For investors outside the United States: We have not, and the Selling Stockholders have not, done anything that would permit this offering or the possession or distribution of this prospectus or any free writing prospectus in connection with this offering in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the common stock and the distribution of this prospectus outside the United States.

Market and Industry Data

Within this prospectus, we reference certain market, industry and demographic data and other statistical information. We have obtained this data and information from various independent, third party industry sources and publications. Nothing in the data or information used or derived from third party sources should be construed as advice. Some data and other information are also based on our good faith estimates, which are derived from our review of internal surveys and independent sources. We believe that these external sources and estimates are reliable, but have not independently verified them. Statements as to our market position are based on market data currently available to us. Although we are not aware of any misstatements regarding the economic, employment, industry and other market data presented herein, these estimates involve inherent risks and uncertainties and are based on assumptions that are subject to change.

PROSPECTUS SUMMARY

This summary highlights certain information appearing elsewhere in this prospectus. For a more complete understanding of this offering, you should read the entire prospectus carefully, including the information under "Risk Factors," "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes included elsewhere in this prospectus before investing in our securities.

In this prospectus, unless otherwise stated or the context otherwise requires, references to the "Company," "we," "us," "our," "GBank", "Bank", "GBFH" or similar references mean GBank Financial Holdings Inc.

Overview

GBank Financial Holdings Inc. is a bank holding company headquartered in Las Vegas, Nevada and registered under the Bank Holding Company Act of 1956, as amended (the "BHC Act"). Through our wholly owned bank subsidiary, GBank, we operate two full-service commercial branches in Las Vegas, Nevada to provide a broad range of business, commercial and retail banking products and services to small businesses, middle-market enterprises, public entities and affluent individuals in Nevada, California, Utah, and Arizona. Our founding members, including our Executive Chairman of the Board, Edward M. Nigro, recognized a need in the greater Las Vegas area for a solutions-oriented, relationship bank focused on middle market companies and real estate entrepreneurs who generally require loans of $200 thousand to $20 million, a size often overlooked or deprioritized by larger financial institutions. GBank was established in 2007 with the goal of helping these underserved clients build and sustain wealth. By combining the relationship-based focus of a community bank with the extensive suite of financial products and services offered by our largest competitors, we believe that we are well-positioned to continue to capitalize on the significant growth opportunities available not only in the greater Las Vegas and Clark County area, but regionally and nationally through our Small Business Administration ("SBA") lending, Gaming Fintech, and credit card initiatives. These activities, together with our two strategically located banking centers, generate a stable source of low-cost core deposits and a diverse loan portfolio with attractive risk-adjusted yields. As of December 31, 2023, our assets, loans, deposits and stockholders' equity totaled $918.4 million, $594.4 million, $745.7 million and $98.4 million, respectively.

Through our experienced team of commercial relationship managers and our integrated, client-centric approach, we have successfully demonstrated our ability to consistently grow market share by deepening existing client relationships and continually expanding our client base. We have grown our diversified loan portfolio at a 27.90% compound annual growth rate ("CAGR") since 2016, with the majority of growth sourced from our commercial real estate and commercial and industrial portfolios through our government-guaranteed lending programs. Since initiating our transition to a core-funded institution with the opening of our first banking center in 2007, we have maintained a goal of converting many of our commercial lending clients into full retail relationship banking clients. This focus has enabled us to complement our strong loan growth with a deposit CAGR of 27.93% since 2016. This deposit growth has been fueled primarily by low-cost core deposits (deposits, excluding certificates of deposit greater than $250 thousand and brokered deposits), which represent approximately 84% of total deposits as of December 31, 2023. Our deposits are primarily derived from the following sources: our existing lending relationships, non-borrowing clients that are usually sourced through our banking centers, core banking relationships, stockholders and directors and various wholesale markets. This diversified approach provides us with a low-cost core deposit base that is more than 29% non-interest bearing and has a total cost of deposits of 2.01% for the year ended December 31, 2023. Given the size of the market in which we operate and our differentiated approach to client service, we believe there is significant opportunity to continue our loan and deposit growth trajectory.

As a bank holding company, we are subject to the supervision of the Board of Governors of the Federal Reserve System ("FRB"). We are required to file with the FRB reports and other information regarding our business operations and the business operations of our subsidiaries. As a state-chartered bank that is a non-member of the Federal Reserve System, GBank is subject to primary supervision, periodic examination and regulation by the Department of Financial Services of the State of Nevada ("NVDFS") and by the FRB as its primary federal regulator.

Implications of Being an Emerging Growth Company

As a company with less than $1.07 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company:

- we may present as few as two years of audited financial statements and two years of related management discussion and analysis of financial condition and results of operations;
- we are exempt from the requirement to obtain an attestation and report from our auditors on management's assessment of our internal control over financial reporting under the Sarbanes-Oxley Act of 2002;
- we are permitted to provide reduced disclosure regarding our executive compensation arrangements pursuant to the rules applicable to smaller reporting companies, which means we do not have to include a compensation discussion and analysis and certain other disclosures regarding our executive compensation;
- we are not required to hold non-binding advisory votes on executive compensation or golden parachute arrangements and
- we have no obligation to comply with any future requirements adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements

In addition to the relief described above, the JOBS Act permits us an extended transition period for complying with new or revised accounting standards affecting public companies. We have elected to use this extended transition period, which means that our financial statements may not be comparable to the financial statements of public companies that comply with such new or revised accounting standards on a non-delayed basis.

In this prospectus we have elected to take advantage of the reduced disclosure requirements relating to executive compensation, and in the future we may take advantage of any or all of these exemptions for so long as we remain an emerging growth company. We will remain an emerging growth company until the earliest of (i) the end of the fiscal year during which we have total annual gross revenues of $1.07 billion or more, (ii) the end of the fiscal year following the fifth anniversary of the completion of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt and (iv) the date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934, as amended.

Our Products

GBank is a full-service, innovative, independent bank focusing on business and professional clients in our markets who would be better served by an adaptive and nimble banking institution. It provides (i) general commercial banking services with an emphasis on serving the needs of small- and medium-sized businesses, high net worth individuals, professionals, and investors, (ii) a full complement of consumer deposit and loan products, with an emphasis on consumer credit cards, focused on delivering a premium level of service, (iii) guaranteed lending through Small Business Administration loans, and (iv) other niche products, such as Pooled Player Accounts™ and Pooled Consumer Accounts™ offered through the Bank's Gaming FinTech business area.

Commercial and Consumer Banking Services

The Bank focuses its non-SBA and United States Department of Agriculture ("USDA") lending efforts within its defined strategic area of Nevada, Arizona, California and Utah.

GBank offers traditional deposit products including business and personal checking accounts, NOW accounts, money market accounts, regular savings accounts, and time certificates of deposit. Sweep accounts are offered in cooperation with an approved third party.

GBank's loan products include: (i) commercial and residential real estate loans, (ii) Small Business Administration loans, (iii) commercial and industrial loans, and (iv) to a lesser extent, construction and land development loans and consumer loans to include credit cards. GBank's lending efforts continue to focus on meeting the needs of its business customers requiring funding for commercial and commercial real estate enterprises.

Along with deposit and loan products, GBank offers convenient services including cash management, internet banking, courier service, mobile banking, remote deposit capture, and electronic bill payment to conveniently serve our target markets.

A significant portion of GBank's client base reflects the associates and clients of the Board of Directors of the Company and GBank as well as the executive officers and key employees of GBank (the "Executive Management Team"). These current and potential clients include healthcare professionals, accounting professionals, attorneys, wholesalers, retailers, realtors, contractors and developers, some gaming businesses, financial services companies, insurance agents and brokers, service companies and a limited number of affluent consumers wishing to receive higher levels of personal service.

Prepaid Debit Cards

In April 2015, the Bank entered into a Sponsorship and Program Management Agreement ("Sponsorship Agreement") with Bankcard Services, LLC ("BCS") which enables the Bank to serve as the issuing bank for Visa, MasterCard, or Discover Network Prepaid Debit Cards ("PDC"), to fund digital apps and consumer retail activities. These PDCs permit cardholders to move funds electronically to and from digital app providers. In connection with these activities, the Bank and BCS contracted with Sightline Interactive LLC's Loyalty Card Plus™ Program and have entered several key contractual arrangements with Discover, Mastercard and Visa (the Network Providers), BCS/Sightline (the Program Managers), i2c (the Issuing Processor), and Worldpay (formerly Vantiv, the Merchant Acquirer). Since its inception, BCS has been engaged in creating the requisite policies and procedures and negotiating various service provider contracts that are necessary in the establishment and operation of the Bank's gaming and fintech operations. Upon early guidance from the FDIC San Francisco Regional Offices, all operations policies, procedures, oversight and vendor management was transferred from BCS to the Bank

Electronic Prepaid Access Programs

BCS is in the business of providing program manager services for its electronic prepaid access programs (the "BCS Services") offered through banks in the United States. Currently, BCS offers the Pooled Player Account™ and Pooled Consumer Account™ prepaid access programs (collectively, the Prepaid Programs") to gaming and consumer digital wallet/app providers through its relationship with the Bank. The Prepaid Programs provide consumer protection to the operator's users upon the user opening a subledger deposit account with the Bank through the operator's app. The consumer protections include, among others, the Federal Reserve's Regulation E, bankruptcy, and FDIC insurance. The ledger accounts are reconciled, settled, and distributed by the Bank and a digital representation of the account holder's balance is maintained on the operator's wallet/user application. For the Prepaid Programs, the Bank acts as the sponsor, maintaining full oversight and control over those programs. For the Prepaid Programs, the BCS Services include granting the Bank use and access to BCS' proprietary Player and Consumer Information Management System ("PIMS/CIMS" ™). The Bank and BCS offer the Prepaid Programs in accordance with the terms of the Sponsorship Agreement.

The Bank's Gaming FinTech activities are reliant upon its Sponsorship Agreement. BCS is principally owned by certain members of the Board of Directors of the Company and the Bank and certain stockholders. The Executive Chairman of the Company and the Bank along with certain directors of the Company and the Bank have extensive experience in licensed gaming operator entities. The Sponsorship Agreement, as well as all subsequent restatements, modifications, and addendums, has been approved by the Gaming/Fintech Committee. The committee is comprised entirely of disinterested members of the members of the Board of the Company and Bank (i.e., the members of the Boards of Directors with no ownership interest in BCS). The committee determines whether the terms and conditions of any agreements are fair and reasonable to the Bank. Additionally, the Gaming FinTech Committee provides ongoing monitoring of Gaming FinTech activities to ensure compliance with all relevant laws and regulations.

Credit Cards

The Bank launched its Visa Signature® Card during the second quarter of 2023 for prime and super -prime consumers. The Bank, through its eight years of experience in issuing over one million Play Plus DPCs for funding digital gaming wallet/apps, recognized an opportunity to fund these digital wallets/apps with a credit card. Digital consumer wallet/apps funding sources include "ACH", non-bank payments entities (PayPal, Venmo, etc.), cash, prepaid cards, and credit cards among other sources.

The Bank's Visa Signature® Card reward program provides a 1% cash reward on funding digital gaming wallet/apps and 2% cash reward on all other purchases.

Small Business Administration Lending

As part of ongoing initiatives to improve performance through strategic business lines that promote the generation of non-interest revenue, the Bank launched its Small Business Administration lending business area in May 2015. The Bank's first SBA 7(a) loan closed in June 2015 and the Bank received its designation as a lender under the SBA Preferred Lender Program ("PLP") in October 2015.

GBank originates, sells, and services loans guaranteed by the SBA and the USDA across 39 states. Upon full funding, the Company will generally sell the guaranteed portion of the loan and retain the unguaranteed portion as a loan held for investment and retain servicing rights on the sold portion of the loan.

Lending Risk Management

GBank's Board of Directors have adopted appropriate policy thresholds and sub-limits to manage its CRE exposures. Regulatory Defined NOO CRE (Construction & Land CRE, Non-Owner Occupied CRE, and Multifamily CRE) has been set to 375% of Unimpaired Capital & Surplus (UCS) for outstanding balances and a sublimit for Construction and Land CRE has been established at 100% of UCS. Other loan concentration thresholds established include:

Loan Product	Outstanding as % of UCS
Non-Owner Occupied CRE	375%
Multifamily CRE	375%
Owner Occupied CRE	400%
1-4 Residential (not defined as CRE)	200%
HELOC (not defined as CRE)	200%
Commercial & Industrial	250%
Other Consumer	35%
Consumer Credit Cards	65%
Out of Territory	250%
SBA Unguaranteed	250%
SBA Unguaranteed by NAICS	250%
SBA/USDA Guaranteed	250%
Pari Passu	100%
Leveraged Finance	50%
Total Real Estate (all product types)	580%

Note: Concentration limits are net of guaranteed portions, when applicable.

GBank plans to continue to monitor all loan concentrations on at least a monthly basis. Since it commenced operations, GBank has utilized enhanced risk management and continues to do so. This risk management framework is designed to effectively identify, monitor, and control its CRE loan risks. GBank understands that an effective risk management process includes the following key elements:

- Board of Directors & Executive Management Team oversight
- portfolio management
- market analysis
- credit underwriting
- management information systems
- credit risk review
- portfolio stress testing

Our Market Area

Since inception, GBank's geographical service area has been identified as the greater Las Vegas area which includes North Las Vegas, Henderson, and Boulder City, as well as Clark County. The area contains over 99% of the County's bank deposits and similarly large percentages of population and economic activity. However, as the Bank continues to look at its growth opportunities across all its banking services, it has determined the appropriate commercial market area includes the states of Nevada, California, Utah, and Arizona.

Additionally, the Bank originates deposits, credit card accounts and government-guaranteed loans across the United States. As of December 31, 2023, the largest concentration of loan commitments (balances and undisbursed loan proceeds) by state were in Nevada at 29.3%, North Carolina at 13.3%, and Illinois 7.1%.

Experienced Management

Our leadership team consists of senior managers with an average of over 28 years of experience in the banking and non-banking financial services industries. All of our senior management team has deep expertise in the City of Las Vegas and Clark County market and most have experience working at larger financial institutions. We believe the experience, relationships, and entrepreneurial culture of our management team as well as our board of directors have been and will continue to be key drivers of our growth.

Recent Events

On October 11, 2024, we entered into Subscription Agreements with sixty-five purchasers pursuant to which the Company offered and sold an aggregate of 1,081,081 shares of common stock, par value $0.0001 per share, for aggregate proceeds of $20.0 million. The Company paid placement agency fees of $539 thousand, resulting in net proceeds of $19.5 million. The Company made the offering pursuant to the exemptions from registration afforded by Section 4(a)(2) of the Securities Act, Rule 501(a)(1)-(3) and (7) and Rule 506 of Regulation D, promulgated under the Securities Act, where each purchaser was a "institutional accredited investor" or "accredited investor" within the meaning of Rule 501 of Regulation D. In connection with this recent sale of the shares, we also entered into a Registration Rights Agreement with each purchaser pursuant to which the Company is obligated to register the shares.

On June 25, 2024, the Company entered into a Securities Exchange Agreement with BankCard Services, LLC ("BCS"). Under the Securities Exchange Agreement the Company received 143,371 shares of non-voting common shares in BCS, representing a 32.99% ownership interest in BCS. BCS received 231,508 shares of non-voting common stock in the Company, which at the time of closing, represented a 1.71% ownership interest in the Company. The non-voting common stock must be held by BCS for a minimum of one year and can only be converted into voting shares upon a disposition by BCS, in accordance with applicable Federal Reserve regulations. Members of the Company's Board of Directors also have an ownership interest in BCS. Our executive chairman, through an affiliated entity is the sole manager of BCS. The GBank Holding Company along with the Bank established a joint special committee consisting of members of the boards of both the Company and GBank that did not have an ownership interest in BCS.

Risk Factors

Our business is subject to a number of risks of which you should be aware before making an investment decision in our common stock. These risks are discussed more fully in the "Risk Factors" section of this prospectus. These risks include the following:

- Because we intend to continue to increase our commercial loans, our credit risk may increase;
- A substantial portion of our loan portfolio consists of multifamily real estate loans and commercial real estate loans, which have a higher degree of risk than other types of loans;

- A large portion of our loan portfolio is unseasoned. Errors in judging the collectability of our unseasoned loans may lead to additional provisions for loan losses or charge-offs, which would reduce our profits;
- As a business operating in the financial services industry, our business and operations may be adversely affected in numerous and complex ways by weak economic conditions;
- A substantial majority of our loans and operations are in the greater Las Vegas and Clark County area, and therefore our business is particularly vulnerable to a downturn in the greater Las Vegas and Clark County area economy;
- Changes in card network fees could impact our operations;
- Changes in card network rules or standards could adversely affect our business;
- Our business could suffer if there is a decline in the use of debit cards as a payment mechanism or if there are adverse developments with respect to the financial services industry in general;
- We operate in a highly competitive industry and face significant competition from other financial institutions and financial services providers, which may decrease our growth or profits;
- We rely heavily on our executive management team and other key employees, and we could be adversely affected by the unexpected loss of their services;
- A lack of liquidity could adversely affect our financial condition and results of operations;
- We have lower lending limits and different lending risks than certain of our larger, more diversified competitors;
- We face risks related to our operational, technological and organizational infrastructure;
- A failure in our operational systems or infrastructure, or those of third parties, could impair our liquidity, disrupt our businesses, result in the unauthorized disclosure of confidential information, damage our reputation and cause financial losses;
- Our business, financial condition, results of operations and future prospects could be adversely affected by the highly regulated environment and the laws and regulations that govern our operations, corporate governance, executive compensation and accounting principles, or changes in any of them; and
- An active, liquid trading market for our common stock may not develop, and you may not be able to sell your common stock at or above the public offering price, or at all.

Corporate Information

Our executive offices are located at 9115 West Russell Road, Suite 110, Las Vegas, Nevada 89148, and our telephone number is (702) 851-4200. Our website address is www.gbankfinancialholdings.com. We do not incorporate information on or accessible through our website into this prospectus, and you should not consider any information on, or that can be accessed through our website as a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only. We were incorporated under the laws of the State of Nevada on December 5, 2017.

Implications of Being a Smaller Reporting Company

We are a “smaller reporting company” as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as the market value of our common stock held by non-affiliates is less than $250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than $100.0 million during the most recently completed fiscal year, and the market value of our common stock held by non-affiliates is less than $700.0 million measured on the last business day of our second fiscal quarter.

The Offering

Common Stock offered by Selling Stockholders:	This prospectus relates to the resale of 1,081,081 shares of our common stock, held by the Selling Stockholders.
Common Stock outstanding before the Offering:	14,252,335 shares of common stock.
Common stock outstanding immediately after the offering:	14,252,335 shares of common stock.
Terms of the Offering	The Selling Stockholders will determine when and how they will sell the common stock offered in this prospectus. The prices at which the Selling Stockholders may sell the shares of common stock in this offering will be determined by the prevailing market price for the shares of common stock or in negotiated transactions.
Termination of the Offering	The Offering will conclude upon such time as all of the common stock has been sold pursuant to this prospectus.
Trading Market	Our common stock is quoted on the OTCQX Market under the symbol "GBFH."
Use of proceeds	The Company is not selling any shares of the common stock covered by this prospectus. As such, we will not receive any of the proceeds from the offer and sale of the shares of common stock covered by this prospectus. See "Use of Proceeds."
Risk factors	Investing in our common stock involves a high degree of risk. As an investor, you should be able to bear a complete loss of your investment. You should carefully read "Risk Factors" on page ___ in this prospectus for a discussion of factors that you should consider before deciding to invest in our common stock.
Nasdaq symbol	In connection with this offering, we intend to apply for our common stock to be listed on the Nasdaq Capital Market ("Nasdaq") under the symbol "GBFH." The closing of this offering is not contingent upon the successful listing of our common stock on the Nasdaq Capital Market.

SUMMARY FINANCIAL DATA

The following tables summarize our historical financial data as of and for the periods indicated. We derived the summary statement of operations data for the years ended December 31, 2023 and 2022, set forth below from our audited financial statements contained elsewhere in this prospectus. You should read this data together with our financial statements and related notes included elsewhere in this prospectus and the information under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations." The summary financial data included in this section are not intended to replace the financial statements and related notes included elsewhere in this prospectus and are qualified in their entirety by those financial statements and related notes. Our historical results are not necessarily indicative of our future results.

In the table below, amounts are rounded to nearest thousands, except share and per share amounts.

GBank Financial Holdings Inc.
Selected Consolidated Historical Financial Data

	For the years ended December 31,	
($'s in 000, except per share data)	**2023**	**2022**
Selected Financial Condition Data		
Total Assets	$ 918,380	$ 678,702
Cash and Equivalents	97,933	136,436
Securities Available For Sale, at Fair Value	2,660	2,978
Securities Held to Maturity	97,719	104,543
Loans, Net of Allowance for Credit Losses	587,272	361,147
Deposits	745,700	555,433
Stockholders' Equity	98,427	86,796
Selected Operating Data		
Interest Income	$ 51,283	$ 28,771
Interest Expense	13,188	3,423
Net Interest Income	38,095	25,348
Provision for Credit Losses	1,092	1,347
Net Interest Income After Provision for Credit Losses	37,003	24,001
Non-interest Income	7,679	16,468
Non-interest Expense	31,156	26,436
Income Before Taxes	13,526	14,033
Income Tax Expense	2,606	3,165
Net Income	$ 10,920	$ 10,868
Per Share Data		
Shares Outstanding - End of Period	12,746,649	12,691,119
Earnings Per Common Share - Basic	$ 0.86	$ 0.87
Earning Per Common Share - Diluted	0.84	0.84
Cash Dividends Per Share	-	-
Book Value Per Share	7.72	6.84
Performance Ratios		
Return on Average Assets	1.51%	1.68%
Return on Average Equity	11.78%	13.42%
Interest Rate Spread	3.96%	3.49%
Net Interest Margin	5.55%	4.10%
Noninterest Expenses to Average Assets	4.31%	4.10%
Efficiency Ratio	68.06%	63.22%
Average Interest-Earning Assets to Average Interest-Bearing Liabilities	182.52%	210.54%
Average Equity to Average Assets	12.82%	12.55%
Capital Ratios		
Tangible Common Equity to Tangible Assets	10.7%	12.8%
Tier 1 Leverage Ratio - Bank	14.06%	15.08%
Average Assets	$ 722,874	$ 645,461
Average Equity	92,697	80,985
Asset Quality Ratios		
Allowance for Credit Losses as a Percentage of Gross Loans	1.19%	1.84%
Allowance for Credit Losses as a Percentage of Non-Performing Loans	112.5%	1147.2%
Allowance for Credit Losses as a Percentage of Non-Accrual Loans	263.7%	1147.2%
Non-Accrual Loans as a Percentage of Gross Loans	0.45%	0.16%
Net Charge-Offs (Recoveries) to Average Outstanding Loans	0.17%	0.17%
Non-Performing Loans as a Percentage of Gross Loans	1.06%	0.16%
Non-Performing Loans as a Percentage of Total Assets	0.69%	0.09%
Non-Performing Assets as a Percentage of Total Assets	0.69%	0.09%
Other		
Number of Full-Service Branch Offices	2	2
Number of Full-Time Equivalent Employees	163	146

RISK FACTORS

An investment in our securities is speculative and involves a high degree of risk including the risk of a loss of your entire investment. You should carefully consider the following risk factors. These risk factors contain, in addition to historical information, forward looking statements that involve risks and uncertainties. Our actual results could differ significantly from the results discussed in the forward-looking statements. The occurrence of any of the adverse developments described in the following risk factors could materially and adversely harm our business, financial condition, results of operations or prospects. In such event, the value of our securities could decline, and you could lose all or a substantial portion of your investment. In addition, the risks and uncertainties discussed below are not the only ones we face. Our business, financial condition, results of operations or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material, and these risks and uncertainties could result in a complete loss of your investment. In assessing the risks and uncertainties described below, you should also refer to the other information contained in this prospectus.

Risks Related to Our Business

Because we intend to continue to increase our commercial loans, our credit risk may increase.

At December 31, 2023, our commercial loans totaled $562.8 million, or 95% of our total gross loans. We intend to increase our originations of commercial loans, including Small Business Association lending, commercial real estate loans, working capital lines of credit, equipment financing, accounts receivable and inventory financing, and medical and professional loans. These loans generally have more risk than one- to four-family residential mortgage loans and commercial loans secured by real estate. Since repayment of commercial loans depends on the successful management and operation of the borrower's businesses, repayment of such loans can be affected by adverse conditions in the local and national economy. In addition, commercial loans generally have a larger average size as compared with other loans such as residential loans, and the collateral for commercial loans is generally less readily-marketable. Our plans to increase our origination of these loans could result in a material adverse impact on our financial condition and results of operations. An adverse development with respect to one loan or one credit relationship can expose us to significantly greater risk of loss compared to an adverse development with respect to a one- to four-family residential mortgage loan or a commercial real estate loan.

A substantial portion of our loan portfolio consists of multifamily real estate loans and commercial real estate loans, which have a higher degree of risk than other types of loans.

At December 31, 2023, we had $17.1 million of multifamily loans and $521.6 million of commercial real estate loans. Multifamily and commercial real estate loans represented 91% of our total gross loan portfolio at December 31, 2023.

Multifamily and commercial real estate loans are often larger and involve greater risks than other types of loans. Because payments on such loans are often dependent on the successful operation or development of the property or business involved, repayment of such loans is often more sensitive than other types of loans to adverse conditions in the real estate market or the general business climate and economy. Accordingly, a downturn in the real estate market and a challenging business and economic environment may increase our risk related to multifamily and commercial real estate loans. Unlike residential mortgage loans, which generally are made on the basis of the borrowers' ability to make repayment from their employment and other income and which are secured by real property whose value tends to be more easily ascertainable, multifamily and commercial real estate loans typically are made on the basis of the borrowers' ability to make repayment from the cash flow of the commercial venture. If the cash flow from business operations is reduced, the borrower's ability to repay the loan may be impaired. In addition, due to the larger average size of each multifamily and commercial real estate loan as compared with other loans such as residential loans, as well as collateral that is generally less readily-marketable, losses incurred on a small number of multifamily and commercial real estate loans could have a material adverse impact on our financial condition and results of operations.

In recent years, commercial real estate markets have been experiencing substantial growth, and increased competitive pressures have contributed significantly to historically low capitalization rates and rising property values. Commercial real estate prices, according to many U.S. commercial real estate indices, are currently above the 2007 peak levels that contributed to the financial crisis. In addition, we are exposed to the Nevada commercial real estate market in particular. If the local economy, and particularly the real estate market, declines, the rates of delinquencies, defaults, foreclosures, bankruptcies and losses in our loan portfolio would likely increase. A failure to adequately implement enhanced risk management policies, procedures and controls could adversely affect our ability to increase this portfolio going forward and could result in an increased rate of delinquencies in, and increased losses, from this portfolio. At December 31, 2023, non-performing commercial real estate mortgage loans totaled $8.6 million, or 1% of our total portfolio of commercial real estate mortgage loans.

In addition, commercial real estate loan concentration is an area that has experienced heightened regulatory focus. Under joint guidance entitled "Concentrations in Commercial Real Estate Lending, Sound Risk Management Practices" (the "CRE Guidance") issued by the FRB, the Office of the Comptroller of the Currency ("OCC") and the Federal Deposit Insurance Corporation ("FDIC"), banks with holdings of commercial real estate, land development, construction, and certain multi-family loans in excess of certain thresholds must employ heightened risk management practices. These loans are also subject to written policies that are required by applicable regulations and that establish certain limits and standards. See "Supervision and Regulation—Lending Standards and Guidance." Any limitations on our commercial real estate, multi-family or construction lending, as a result of our need to comply with applicable regulations, regulatory guidance or supervisory expectations or otherwise, could have an adverse impact on our net interest income and could have a material adverse effect on our financial condition and results of operations.

A large portion of our loan portfolio is unseasoned. Errors in judging the collectability of our unseasoned loans may lead to additional provisions for loan losses or charge-offs, which would reduce our profits.

Our net loan portfolio has grown 62% during the year ended December 31, 2023. At December 31, 2023, commercial real estate, commercial and industrial, and multifamily loans made up 88%, 7% and 3% of our gross loan portfolio, respectively. At that same date, the average age of our commercial real estate, commercial and industrial and multifamily loans was 2.8 years, 1.6 years and 4.3 years, respectively. It is difficult to assess the future performance of our loan portfolio due to the recent origination of many of our loans. As a result, we may experience more non-performing and delinquent loans than we have anticipated, which would adversely affect our results of operations.

We must maintain and follow high loan underwriting standards to grow safely.

Our ability to grow our assets safely depends on maintaining disciplined and prudent underwriting standards and ensuring that our relationship managers and lending personnel follow those standards. The weakening of these standards for any reason, such as to seek higher yielding loans, or a lack of discipline or diligence by our employees in underwriting and monitoring loans, may result in loan defaults, foreclosures and additional charge-offs and may necessitate that we significantly increase our allowance for credit losses, any of which could adversely affect our net income. As a result, our business, results of operations, financial condition or future prospects could be adversely affected.

As a business operating in the financial services industry, our business and operations may be adversely affected in numerous and complex ways by weak economic conditions.

Our business and operations, which primarily consist of lending money to customers in the form of loans, borrowing money from customers in the form of deposits and investing in securities, are sensitive to general business and economic conditions in the United States. If the U.S. economy weakens, our growth and profitability from our lending, deposit and investment operations could be constrained. Uncertainty about the federal fiscal policymaking process, the medium and long-term fiscal outlook of the federal government, and future tax rates is a concern for businesses, consumers and investors in the United States. In addition, economic conditions in foreign countries, including uncertainty over the stability of the euro currency, could affect the stability of global financial markets, which could hinder U.S. economic growth. Weak economic conditions are characterized by deflation, fluctuations in debt and equity capital markets, a lack of liquidity and/or depressed prices in the secondary market for mortgage loans, increased delinquencies on mortgage, consumer and commercial loans, residential and commercial real estate price declines and lower home sales and commercial activity. The current economic environment is also characterized by uncertainty regarding the levels of interest rates, which impacts our ability to attract deposits and to generate attractive earnings through our investment portfolio. All of these factors are detrimental to our business, and the interplay between these factors can be complex and unpredictable. Our business is also significantly affected by monetary and related policies of the U.S. federal government and its agencies. Changes in any of these policies are influenced by macroeconomic conditions and other factors that are beyond our control. Adverse economic conditions and government policy responses to such conditions could have a material adverse effect on our business, financial condition, results of operations and prospects.

A substantial majority of our loans and operations are in Nevada, and therefore our business is particularly vulnerable to a downturn in the City of Las Vegas and Clark County economy.

Unlike larger financial institutions that are more geographically diversified, a large portion of our business is concentrated primarily in the state of Nevada, and in the City of Las Vegas in particular. As of December 31, 2023, 27% of our loan portfolio was in the greater Las Vegas and Clark County area and our loan portfolio had concentrations of 27% in the City of Las Vegas. If the local economy, and particularly the real estate market, declines, the rates of delinquencies, defaults, foreclosures, bankruptcies and losses in our loan portfolio would likely increase. As a result of this lack of diversification in our loan portfolio, a downturn in the local economy generally and real estate market specifically could significantly reduce our profitability and growth and adversely affect our financial condition.

Interest rate shifts may reduce net interest income and otherwise negatively impact our financial condition and results of operations.

The majority of our banking assets are monetary in nature and subject to risk from changes in interest rates. Like most financial institutions, our earnings and cash flows depend to a great extent upon the level of our net interest income, or the difference between the interest income we earn on loans, investments and other interest earning assets, and the interest we pay on interest bearing liabilities, such as deposits and borrowings. Changes in interest rates can increase or decrease our net interest income, because different types of assets and liabilities may react differently, and at different times, to market interest rate changes.

When interest bearing liabilities mature or reprice more quickly, or to a greater degree than interest earning assets in a period, an increase in interest rates could reduce net interest income. Similarly, when interest earning assets mature or reprice more quickly, or to a greater degree than interest bearing liabilities, falling interest rates could reduce net interest income. Additionally, an increase in interest rates may, among other things, reduce the demand for loans and our ability to originate loans and decrease loan repayment rates. A decrease in the general level of interest rates may affect us through, among other things, increased prepayments on our loan portfolio and increased competition for deposits. Accordingly, changes in the level of market interest rates affect our net yield on interest earning assets, loan origination volume and our overall results. Although our asset-liability management strategy is designed to control and mitigate exposure to the risks related to changes in market interest rates, those rates are affected by many factors outside of our control, including governmental monetary policies, inflation, deflation, recession, changes in unemployment, the money supply, international disorder and instability in domestic and foreign financial markets.

Our smaller size makes it more difficult for us to compete.

Our smaller size makes it more difficult to compete with other financial institutions which are generally larger and can more easily afford to invest in the marketing and technologies needed to attract and retain customers. Because our principal source of income is the net interest income we earn on our loans and investments after deducting interest paid on deposits and other sources of funds, our ability to generate the revenues needed to cover our expenses and finance such investments is limited by the size of our loan and investment portfolios. In addition, we compete with many larger financial institutions and other financial companies who operate in the cash management solutions business. Accordingly, we are not always able to offer new products and services as quickly as our competitors. Our lower earnings also make it more difficult to offer competitive salaries and benefits. As a smaller institution, we are also disproportionately affected by the continually increasing costs of compliance with new banking and other regulations.

We may not be able to grow, and if we do we may have difficulty managing that growth.

Our business strategy is to continue to grow our assets and expand our operations, including through potential strategic acquisitions. While we continue to explore acquisition opportunities as they arise, there are no plans or arrangements to make any acquisitions in the near future. Our ability to grow depends, in part, upon our ability to expand our market share, successfully attract core deposits, and to identify loan and investment opportunities as well as opportunities to generate fee-based income. We can provide no assurance that we will be successful in increasing the volume of our loans and deposits at acceptable levels and upon terms acceptable to us. We also can provide no assurance that we will be successful in expanding our operations organically or through strategic acquisition while managing the costs and implementation risks associated with this growth strategy.

We expect to continue to experience growth in the number of our employees and customers and the scope of our operations, but we may not be able to sustain our historical rate of growth or continue to grow our business at all. Our success will depend upon the ability of our officers and key employees to continue to implement and improve our operational and other systems, to manage multiple, concurrent customer relationships, and to hire, train and manage our employees. In the event that we are unable to perform all these tasks and meet these challenges effectively, including continuing to attract core deposits, our operations, and consequently our earnings, could be adversely impacted.

Any future acquisitions will subject us to a variety of risks, including execution risks, failure to realize anticipated transaction benefits, and failure to overcome integration risks, which could adversely affect our growth and profitability.

We plan to grow our businesses organically. Although we do not currently have any plans, arrangements or understandings to make any acquisitions in the near-term, from time to time in the future we may consider acquisition opportunities that we believe support our businesses and enhance our profitability. In the event that we do pursue acquisitions, we may have difficulty executing on acquisitions and may not realize the anticipated benefits of any transaction we complete. Any of the foregoing matters could materially and adversely affect us.

Generally, any acquisition of target financial institutions, branches or other banking assets by us will require approval by, and cooperation from, a number of governmental regulatory agencies, possibly including the FRB, NVFID, and the FDIC. Such regulators could deny our application, which would restrict our growth, or the regulatory approvals may not be granted on terms that are acceptable to us. For example, we could be required to sell branches as a condition to receiving regulatory approvals, and such a condition may not be acceptable to us or may reduce the benefit of an acquisition.

As to any acquisition that we complete, we may fail to realize some or all of the anticipated transaction benefits if the integration process takes longer or is more costly than expected or otherwise fails to meet our expectations.

In addition, acquisition activities could be material to our business and involve a number of risks, including the following:

- incurring time and expense associated with identifying and evaluating potential acquisitions and negotiating potential transactions, resulting in our attention being diverted from the operation of our existing business;
- using inaccurate estimates and judgments to evaluate credit, operations, management and market risks with respect to the target institution or assets;
- projected results may vary significantly from actual results;
- intense competition from other banking organizations and other inquirers for acquisitions;
- potential exposure to unknown or contingent liabilities of banks and businesses we acquire;
- unexpected asset quality problems;
- the time and expense required to integrate the operations and personnel of the combined businesses;
- experiencing higher operating expenses relative to operating income from the new operations;
- creating an adverse short-term effect on our results of operations;
- losing key employees and customers as a result of an acquisition that is poorly received;
- significant problems relating to the conversion of the financial and customer data of the entity;
- integration of acquired customers into our financial and customer product systems;
- risk of assuming businesses with internal control deficiencies; or
- risks of impairment to goodwill or impairment of investment securities.

Depending on the condition of any institution or assets or liabilities that we may acquire, that acquisition may, at least in the near term, adversely affect our capital and earnings and, if not successfully integrated with our organization, may continue to have such effects over a longer period. We may not be successful in overcoming these risks or any other problems encountered in connection with potential acquisitions, and any acquisition we may consider will be subject to prior regulatory approval. Also, acquisitions may involve the payment of a premium over book and market values and, therefore, some dilution of our book value and net income per common share may occur in connection with any future transaction. Our inability to overcome these risks could have a material adverse effect on our profitability, return on equity and return on assets, our ability to implement our business strategy and enhance stockholder value, which, in turn, could have a material adverse effect on our business, financial condition and results of operations.

Changes in card network fees could impact our operations.

From time to time, the card networks increase the fees (known as interchange fees) that they charge to acquirers and that we charge to our merchants. It is possible that competitive pressures will result in us absorbing a portion of such increases in the future, which would increase our costs, reduce our profit margin and adversely affect our business and financial condition. In addition, the card networks require certain capital requirements. An increase in the required capital level would further limit our use of capital for other purposes.

Changes in card network rules or standards could adversely affect our business.

In order to provide our debit card and cash management solutions, we are members of the Visa and MasterCard networks. As such, we are subject to card network rules that could subject us to a variety of fines or penalties that may be assessed on us. The termination of our membership or any changes in card network rules or standards, including interpretation and implementation of existing rules or standards, could increase the cost of operating our merchant servicer business or limit our ability to provide debit card and cash management solutions to or through our customers, and could have a material adverse effect on our business, financial condition and results of operations.

Our business could suffer if there is a decline in the use of debit cards as a payment mechanism or if there are adverse developments with respect to the financial services industry in general.

As the financial services industry evolves, consumers may find debit financial services to be less attractive than traditional or other financial services. Consumers might not use debit card financial services for any number of reasons, including the general perception of our industry. If consumers do not continue or increase their usage of debit cards, including making changes in the way debit cards are loaded, our operating revenues and debit card deposits may remain at current levels or decline. Any projected growth for the industry may not occur or may occur more slowly than estimated. If consumer acceptance of debit financial services does not continue to develop or develops more slowly than expected or if there is a shift in the mix of payment forms, such as cash, credit cards, traditional debit cards and debit cards, away from our products and services, it could have a material adverse effect on our financial position and results of operations.

We are subject to certain operational risks, including, but not limited to, customer or employee fraud and data processing system failures and errors.

Employee errors and employee and customer misconduct could subject us to financial losses or regulatory sanctions and seriously harm our reputation. Misconduct by our employees could include hiding unauthorized activities from us, improper or unauthorized activities on behalf of our customers or improper use of confidential information. It is not always possible to prevent employee errors and misconduct, and the precautions we take to prevent and detect this activity may not be effective in all cases. Employee errors could also subject us to financial claims for negligence.

We maintain a system of internal controls and insurance coverage to mitigate against operational risks, including data processing system failures and errors and customer or employee fraud. If our internal controls fail to prevent or detect an occurrence, or if any resulting loss is not insured or exceeds applicable insurance limits, it could have a material adverse effect on our business, financial condition and results of operations.

If the allowance for credit losses is not sufficient to cover actual credit losses, earnings could decrease.

Loan customers may not repay their loans according to the terms of their loans, and the collateral securing the payment of their loans may be insufficient to assure repayment. We may experience significant credit losses, which could have a material adverse effect on our operating results. Various assumptions and judgments about the collectability of the loan portfolio are made, including the creditworthiness of borrowers and the value of the real estate and other assets serving as collateral for the repayment of many loans. In determining the amount of the allowance for credit losses, management reviews the loans and the loss and delinquency experience and evaluates economic conditions.

At December 31, 2023, our allowance for credit losses as a percentage of total loans, net of unearned income, was 1.19%. The determination of the appropriate level of allowance is subject to judgment and requires us to make significant estimates of current credit risks and future trends, all of which are subject to material changes. If assumptions prove to be incorrect, the allowance for loan credit may not cover probable incurred losses in the loan portfolio at the date of the financial statements. Significant additions to the allowance would materially decrease net income. Non-performing loans may increase and non-performing or delinquent loans may adversely affect future performance. We had $6.3 million in non-performing loans at December 31, 2023. In addition, federal and state regulators periodically review the allowance for credit losses, the policies and procedures we use to determine the level of the allowance and the value attributed to nonperforming loans or to real estate acquired through foreclosure. Such regulatory agencies may require an increase in the allowance for credit losses or recognize further loan charge-offs. Any significant increase in our allowance for credit losses or loan charge-offs as required by these regulatory agencies could have a material adverse effect on our results of operations and financial condition.

Changes in the valuation of our securities portfolio could hurt our profits and reduce our stockholders' equity.

Our securities portfolio may be impacted by fluctuations in market value, potentially reducing accumulated other comprehensive income and/or earnings. Fluctuations in market value may be caused by changes in market interest rates, lower market prices for securities and limited investor demand. Management evaluates securities for impairment on a quarterly basis, with more frequent evaluation for selected issues. In analyzing a debt issuer's financial condition, management considers whether the securities are issued by the federal government or its agencies, whether downgrades by bond rating agencies have occurred, industry analysts' reports and, to a lesser extent given the relatively insignificant levels of depreciation in our debt portfolio, spread differentials between the effective rates on instruments in the portfolio compared to risk-free rates. In analyzing an equity issuer's financial condition, management considers industry analysts' reports, financial performance and projected target prices of investment analysts within a one-year time frame. If this evaluation shows impairment to the actual or projected cash flows associated with one or more securities, a potential loss to earnings may occur. Changes in interest rates can also have an adverse effect on our financial condition, as our available-for-sale securities are reported at their estimated fair value, and therefore are impacted by fluctuations in interest rates. We increase or decrease our stockholders' equity by the amount of change in the estimated fair value of the available-for-sale securities, net of taxes. Declines in market value could result in impairments of these assets, which would lead to accounting charges that could have a material adverse effect on our net income and capital levels. Refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Securities Portfolio."

We may not be able to adequately measure and limit the credit risk associated with our loan portfolio, which could adversely affect our profitability.

As a part of the products and services that we offer, we make commercial loans and commercial real estate loans. The principal economic risk associated with each class of loans is the creditworthiness of the borrower, which is affected by the strength of the relevant business market segment, local market conditions, and general economic conditions. Additional factors related to the credit quality of commercial loans include the quality of the management of the business and the borrower's ability both to properly evaluate changes in the supply and demand characteristics affecting our market for products and services, and to effectively respond to those changes. Additional factors related to the credit quality of commercial real estate loans include tenant vacancy rates and the quality of management of the property. A failure to effectively measure and limit the credit risk associated with our loan portfolio could have an adverse effect on our business, financial condition, and results of operations.

Changes in economic conditions could cause an increase in delinquencies and nonperforming assets, including loan charge-offs, which could depress our net income and growth.

Our loan portfolio includes many real estate secured loans, demand for which may decrease during economic downturns as a result of, among other things, an increase in unemployment, a decrease in real estate values and, a slowdown in housing. If we see negative economic conditions develop in the United States as a whole or our Nevada market, we could experience higher delinquencies and loan charge-offs, which would reduce our net income and adversely affect our financial condition. Furthermore, to the extent that real estate collateral is obtained through foreclosure, the costs of holding and marketing the real estate collateral, as well as the ultimate values obtained from disposition, could reduce our earnings and adversely affect our financial condition.

We operate in a highly competitive industry and face significant competition from other financial institutions and financial services providers, which may decrease our growth or profits.

Consumer and commercial banking as well as cash management solutions are highly competitive industries. Our market area contains not only a large number of community and regional banks, but also a significant presence of the country's largest commercial banks. We compete with other state and national financial institutions, as well as savings and loan associations, savings banks, and credit unions, for deposits and loans. In addition, we compete with financial intermediaries, such as consumer finance companies, specialty finance companies, commercial finance companies, mortgage banking companies, insurance companies, securities firms, mutual funds, and several government agencies, as well as major retailers, all actively engaged in providing various types of loans and other financial services, including cash management solutions. We also face significant competition from many larger institutions. Some of these competitors may have a long history of successful operations nationally as well as in our market area and greater ties to businesses and more expansive banking relationships, as well as more established depositor bases, fewer regulatory constraints, and lower cost structures than we do. Competitors with greater resources may possess an advantage through their ability to maintain numerous banking locations in more convenient sites, to conduct more extensive promotional and advertising campaigns, or to operate a more developed technology platform. Due to their size, many competitors may offer a broader range of products and services, as well as better pricing for certain products and services than we can offer. For example, in the current low interest rate environment, competitors with lower costs of capital may solicit our customers to refinance their loans with a lower interest rate. Further, increased competition among financial services companies due to the recent consolidation of certain competing financial institutions may adversely affect our ability to market our products and services. Technology has lowered barriers to entry and made it possible for banks and specifically finance companies to compete in our market area and for non-banks to offer products and services traditionally provided by banks.

The financial services industry could become even more competitive as a result of legislative, regulatory, and technological changes and continued consolidation. Banks, securities firms, and insurance companies can merge under the umbrella of a financial holding company, which can offer virtually any type of financial service, including banking, securities underwriting, insurance (both agency and underwriting), and merchant banking.

Our ability to compete successfully depends on a number of factors, including:

- our ability to develop, maintain, and build upon long-term customer relationships based on quality service and market knowledge;
- our ability to attract and retain qualified employees to operate our business effectively;
- our ability to expand our market position;
- the scope, relevance, and pricing of products and services that we offer to meet customer needs and demands;
- customer satisfaction with our level of service; and
- industry and general economic trends.

Failure to perform in any of these areas could significantly weaken our competitive position, which could adversely affect our growth and profitability, which, in turn, could harm our business, financial condition, and results of operations.

We rely heavily on our executive management team and other key employees, and we could be adversely affected by the unexpected loss of their services.

Our success depends in large part on the performance of our key personnel, as well as on our ability to attract, motivate and retain highly qualified senior and middle management and other skilled employees. Competition for employees is intense, and the process of locating key personnel with the combination of skills and attributes required to execute our business plan may be lengthy. We may not be successful in retaining our key employees, and the unexpected loss of services of one or more of our key personnel could have a material adverse effect on our business because of their skills, knowledge of our primary markets, years of industry experience and the difficulty of promptly finding qualified replacement personnel. If the services of any of our key personnel should become unavailable for any reason, we may not be able to identify and hire qualified persons on terms acceptable to us, or at all, which could have a material adverse effect on our business, financial condition, results of operations and future prospects.

Further, our ability to retain key officers and employees may be impacted by legislation and regulation affecting the financial services industry. In 2016, the FRB and several other federal financial regulators revised and re-proposed rules to implement Section 956 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") . Section 956 directed regulators to jointly prescribe regulations or guidelines prohibiting incentive-based payment arrangements, or any feature of any such arrangement, at covered financial institutions, which includes a bank or bank holding company with $1 billion or more in assets, such as the Company and GBank, that encourage inappropriate risks by providing excessive compensation or that could lead to a material financial loss. Further, the rule imposes enhanced risk management controls and governance and internal policy and procedure requirements with respect to incentive compensation. Accordingly, we may be at a disadvantage to offer competitive compensation compared to other financial institutions (as referenced above) or companies in other industries, which may not be subject to the same requirements.

A lack of liquidity could adversely affect our financial condition and results of operations.

Liquidity is essential to our business. We rely on our ability to generate deposits and effectively manage the repayment and maturity schedules of our loans to ensure that we have adequate liquidity to fund our operations. An inability to raise funds through deposits, borrowings, the sale of loans and other sources could have a substantial negative effect on our liquidity. Our most important source of funds is deposits. Deposit balances can decrease when customers perceive alternative investments as providing a better risk/return tradeoff, which are strongly influenced by such external factors as the direction of interest rates, whether actual or perceived; local and national economic conditions and competition for deposits in the markets we serve. If customers move money out of bank deposits and into other investments such as money market funds, we would lose a relatively low-cost source of funds, increasing our funding costs and reducing our net interest income and net income. Any changes we make to the rates offered on our deposit products to remain competitive with other financial institutions may also adversely affect our profitability and liquidity. Further, the demand for the deposit products we offer may be reduced due to a variety of factors such as demographic patterns, changes in customer preferences, reductions in consumers' disposable income, the monetary policy of the FRB, regulatory actions that decrease customer access to particular products or the availability of competing products.

Other primary sources of funds consist of cash flows from operations, maturities and sales of investment securities, and proceeds from the issuance and sale of our equity securities to investors. We also may borrow funds from third-party lenders, such as other financial institutions. Our access to funding sources in amounts adequate to finance or capitalize our activities, or on terms that are acceptable to us, could be impaired by factors that affect us directly or the financial services industry or economy in general, such as disruptions in the financial markets or negative views and expectations about the prospects for the financial services industry. Our access to funding sources could also be affected by a decrease in the level of our business activity as a result of a downturn in our markets or by one or more adverse regulatory actions against us.

Any decline in available funding could adversely impact our ability to originate loans, invest in securities, meet our expenses, or to fulfill obligations such as repaying our borrowings or meeting deposit withdrawal demands, any of which could have a material adverse impact on our liquidity, business, financial condition and results of operations.

Our ability to maintain our reputation is critical to the success of our business, and the failure to do so may materially adversely affect our performance.

We are a community bank, and our reputation is one of the most valuable components of our business. As such, we strive to conduct our business in a manner that enhances our reputation. This is done, in part, by recruiting, hiring, and retaining employees who share our core values of being an integral part of the communities we serve, delivering superior service to our customers, and caring about our customers. If our reputation is negatively affected, by the actions of our employees or otherwise, our business and, therefore, our operating results may be materially adversely affected. Further, negative public opinion can expose us to litigation and regulatory action as we seek to implement our growth strategy, which would adversely affect our business, financial condition and results of operations.

We have lower lending limits and different lending risks than certain of our larger, more diversified competitors.

We are a community banking institution that provides banking services to the local communities in the market areas in which we operate. Our ability to diversify our economic risks is limited by our own local markets and economies. We lend primarily to individuals and to small and medium-sized businesses, which may expose us to greater lending risks than those of banks that lend to larger, better-capitalized businesses with longer operating histories. In addition, our legally mandated lending limits are lower than those of certain of our competitors that have more capital than we do. As a result of our size, at December 31, 2023, our legal lending limit was $31.1 million. Our lower lending limits may discourage borrowers with lending needs that exceed our limits from doing business with us. We may try to serve such borrowers by selling loan participations to other financial institutions; however, this strategy may not succeed.

We face risks related to our operational, technological and organizational infrastructure.

Our ability to grow and compete is dependent on our ability to build or acquire the necessary operational and technological infrastructure and to manage the cost of that infrastructure as we expand. Similar to other large corporations, operational risk can manifest itself in many ways, such as errors related to failed or inadequate processes, faulty or disabled computer systems, fraud by employees or outside persons and exposure to external events. As discussed below, we are dependent on our operational infrastructure to help manage these risks. In addition, we are heavily dependent on the strength and capability of our technology systems which we use both to interface with our customers and to manage our internal financial and other systems. Our ability to develop and deliver new products that meet the needs of our existing customers and attract new ones depends on the functionality of our technology systems. Additionally, our ability to run our business in compliance with applicable laws and regulations is dependent on these infrastructures.

The financial services industry is undergoing rapid technological changes with frequent introductions of new technology-driven products and services. Our future success will depend in part upon our ability to address the needs of our clients by using technology to provide products and services that will satisfy client demands for convenience as well as to provide secure electronic environments and create additional efficiencies in our operations as we continue to grow and expand our market area. We continuously monitor our operational and technological capabilities and make modifications and improvements when we believe it will be cost effective to do so. In some instances, we may build and maintain these capabilities ourselves. In connection with implementing new operational and technology enhancements or products in the future, we may experience certain operational challenges (e.g. human error, system error, incompatibility, etc.) which could result in us not fully realizing the anticipated benefits from such new technology or require us to incur significant costs to remedy any such challenges in a timely manner. Many of our larger competitors have substantially greater resources to invest in operational and technological infrastructure and have invested significantly more than us in operational and technological infrastructure. As a result, they may be able to offer additional or more convenient products compared to those that we will be able to provide, which would put us at a competitive disadvantage. Accordingly, we may not be able to effectively implement new technology-driven products and services or be successful in marketing such products and services to our clients, which could impair our growth and profitability.

We also outsource some of our operational and technological infrastructure, including modifications and improvements to these systems, to third parties. Specifically, we depend on third parties to provide our core systems processing, essential web hosting and other internet systems, deposit processing and other processing services. In connection with our debit card and cash management solutions business, we rely on various third parties to provide processing and clearing and settlement services to us in connection with card transactions. If these third-party service providers experience difficulties, fail to comply with banking regulations or terminate their services and we are unable to replace them with other service providers, our operations could be interrupted. If an interruption were to continue for a significant period of time, our business, financial condition and results of operations could be adversely affected, perhaps materially. Even if we are able to replace them, it may be at a higher cost to us, which could adversely affect our business, financial condition and results of operations. We also face risk from the integration of new infrastructure platforms and/or new third party providers of such platforms into its existing businesses.

A failure in our operational systems or infrastructure, or those of third parties, could impair our liquidity, disrupt our businesses, result in the unauthorized disclosure of confidential information, damage our reputation and cause financial losses.

Our business, and in particular, our debit card and cash management solutions business, is partially dependent on our ability to process and monitor, on a daily basis, a large number of transactions, many of which are highly complex, across numerous and diverse markets. These transactions, as well as the information technology services we provide to clients, often must adhere to client-specific guidelines, as well as legal and regulatory standards. Due to the breadth of our client base and our geographical reach, developing and maintaining our operational systems and infrastructure is challenging, particularly as a result of rapidly evolving legal and regulatory requirements and technological shifts. Our financial, accounting, data processing or other operating systems and facilities, and, as discussed above, those of the third-party service providers upon which we depend, may fail to operate properly or become disabled as a result of events that are wholly or partially beyond our control, such as a spike in transaction volume, cyber-attack or other unforeseen catastrophic events, which may adversely affect our ability to process these transactions or provide services.

The occurrence of fraudulent activity, breaches or failures of our information security controls or cybersecurity-related incidents could have a material adverse effect on our business, financial condition and results of operations.

Our operations rely on the secure processing, storage and transmission of confidential and other sensitive business and consumer information on our computer systems and networks and third party providers. Under various federal and state laws, we are responsible for safeguarding such information. For example, our business is subject to the Gramm-Leach-Bliley Act which, among other things: (i) imposes certain limitations on our ability to share nonpublic personal information about our customers with nonaffiliated third parties; (ii) requires that we provide certain disclosures to customers about our information collection, sharing and security practices and afford customers the right to "opt out" of any information sharing by us with nonaffiliated third parties (with certain exceptions); and (iii) requires that we develop, implement and maintain a written comprehensive information security program containing appropriate safeguards based on our size and complexity, the nature and scope of our activities, and the sensitivity of customer information we process, as well as plans for responding to data security breaches. Ensuring that our collection, use, transfer and storage of personal information complies with all applicable laws and regulations can increase our costs.

Although we take protective measures to maintain the confidentiality, integrity and availability of information across all geographic and product lines, and endeavor to modify these protective measures as circumstances warrant, the nature of the threats continues to evolve. As a result, our computer systems, software and networks may be vulnerable to unauthorized access, loss or destruction of data (including confidential client information), account takeovers, unavailability of service, computer viruses or other malicious code, cyber-attacks and other events that could have an adverse security impact. Despite the defensive measures we take to manage our internal technological and operational infrastructure, these threats may originate externally from third parties such as foreign governments, organized crime and other hackers, and outsource or infrastructure-support providers and application developers, or may originate internally from within our organization. Furthermore, we may not be able to ensure that all of our clients, suppliers, counterparties and other third parties have appropriate controls in place to protect the confidentiality of the information that they exchange with us, particularly where such information is transmitted by electronic means. Given the increasingly high volume of our transactions, certain errors may be repeated or compounded before they can be discovered and rectified. In addition, the increasing reliance on technology systems and networks and the occurrence and potential adverse impact of attacks on such systems and networks, both generally and in the financial services industry, have enhanced government and regulatory scrutiny of the measures taken by companies to protect against cyber-security threats. As these threats, and government and regulatory oversight of associated risks, continue to evolve, we may be required to expend additional resources to enhance or expand upon the security measures we currently maintain.

In particular, information pertaining to us and our customers is maintained, and transactions are executed, on the networks and systems of us, our customers and certain of our third-party partners, such as our online banking or reporting systems. The secure maintenance and transmission of confidential information, as well as execution of transactions over these systems, are essential to protect us and our customers against fraud and security breaches and to maintain our clients' confidence. While we have not experienced any such breaches of information security, such breaches may occur through intentional or unintentional acts by those having access or gaining access to our systems or our customers' or counterparties' confidential information, including employees. In addition, increases in criminal activity levels and sophistication, advances in computer capabilities, new discoveries, vulnerabilities in third-party technologies (including browsers and operating systems) or other developments could result in a compromise or breach of the technology, processes and controls that we use to prevent fraudulent transactions and to protect data about us, our customers and underlying transactions, as well as the technology used by our customers to access our systems. We cannot be certain that the security measures we or processors have in place to protect this sensitive data will be successful or sufficient to protect against all current and emerging threats designed to breach our systems or those of processors. Although we have developed, and continue to invest in, systems and processes that are designed to detect and prevent security breaches and cyber-attacks and periodically test our security, a breach of our systems, or those of processors, could result in losses to us or our customers; loss of business and/or customers; damage to our reputation; the incurrence of additional expenses (including the cost of notification to consumers, credit monitoring and forensics, and fees and fines imposed by the card networks); disruption to our business; our inability to grow our online services or other businesses; additional regulatory scrutiny or penalties; or our exposure to civil litigation and possible financial liability — any of which could have a material adverse effect on our business, financial condition and results of operations.

If our enterprise risk management framework is not effective at mitigating risk and loss to us, we could suffer unexpected losses and our results of operations could be materially adversely affected.

Our enterprise risk management framework seeks to achieve an appropriate balance between risk and return, which is critical to optimizing stockholder value. We have established processes and procedures intended to identify, measure, monitor, report and analyze the types of risk to which we are subject, including credit, liquidity, operational, regulatory compliance and reputational. However, as with any risk management framework, there are inherent limitations to our risk management strategies as there may exist, or develop in the future, risks that we have not appropriately anticipated or identified. If our risk management framework proves ineffective, we could suffer unexpected losses and our business and results of operations could be materially adversely affected.

Changes in accounting standards could materially impact our financial statements.

From time to time, the Financial Accounting Standards Board or the SEC may change the financial accounting and reporting standards that govern the preparation of our financial statements. Such changes may result in us being subject to new or changing accounting and reporting standards. In addition, the bodies that interpret the accounting standards (such as banking regulators, outside auditors or management) may change their interpretations or positions on how these standards should be applied. These changes may be beyond our control, can be hard to predict, and can materially impact how we record and report our financial condition and results of operations. In some cases, we could be required to apply a new or revised standard retrospectively, or apply an existing standard differently, also retrospectively, in each case resulting in our needing to revise or restate prior period financial statements.

We could be subject to environmental risks and associated costs on our foreclosed real estate assets, which could materially and adversely affect us.

A material portion of our loan portfolio is comprised of loans collateralized by real estate. There is a risk that hazardous or toxic waste could be discovered on the properties that secure our loans. If we acquire such properties as a result of foreclosure, we could be held responsible for the cost of cleaning up or removing this waste, and this cost could exceed the value of the underlying properties and materially and adversely affect us.

Risks Related to Our Industry and Regulation

Our business, financial condition, results of operations and future prospects could be adversely affected by the highly regulated environment and the laws and regulations that govern our operations, corporate governance, executive compensation and accounting principles, or changes in any of them.

As a bank holding company, we are subject to extensive examination, supervision and comprehensive regulation by various federal and state agencies that govern almost all aspects of our operations. These laws and regulations are not intended to protect our stockholders. Rather, these laws and regulations are intended to protect customers, depositors, the Deposit Insurance Fund (the "DIF") and the overall financial stability of the U.S. These laws and regulations, among other matters, prescribe minimum capital requirements, impose limitations on the business activities in which we can engage, limit the dividend or distributions that GBank can pay to us, restrict the ability of institutions to guarantee our debt, and impose certain specific accounting requirements on us that may be more restrictive and may result in greater or earlier charges to earnings or reductions in our capital than generally accepted accounting principles would require. Compliance with these laws and regulations is difficult and costly, and changes to these laws and regulations often impose additional compliance costs. Our failure to comply with these laws and regulations, even if the failure follows good faith effort or reflects a difference in interpretation, could subject us to restrictions on our business activities, fines and other penalties, the commencement of informal or formal enforcement actions against us, and other negative consequences, including reputational damage, any of which could adversely affect our business, financial condition, results of operations, capital base and the price of our securities. Further, any new laws, rules and regulations could make compliance more difficult or expensive.

Likewise, the Company operates in an environment that imposes income taxes on its operations at both the federal and state levels to varying degrees. Strategies and operating routines have been implemented to minimize the impact of these taxes. Consequently, any change in tax legislation could significantly alter the effectiveness of these strategies.

The net deferred tax asset reported on the Company's balance sheet generally represents the tax benefit of future deductions from taxable income for items that have already been recognized for financial reporting purposes. The bulk of these deferred tax assets consists of deferred loan loss deductions, deferred compensation deductions and unrealized losses on available-for-sale securities. The net deferred tax asset is measured by applying currently-enacted income tax rates to the accounting period during which the tax benefit is expected to be realized. As of December 31, 2023, the Company's net deferred tax asset was $356 thousand.

Federal and state regulators periodically examine our business, and we may be required to remediate adverse examination findings.

The FRB and the NVFID periodically examine our business, including our compliance with laws and regulations. If, as a result of an examination, a federal banking agency were to determine that our financial condition, capital resources, asset quality, earnings prospects, management, liquidity or other aspects of any of our operations had become unsatisfactory, or that we were in violation of any law or regulation, it may take a number of different remedial actions as it deems appropriate. These actions include the power to enjoin "unsafe or unsound" practices, to require affirmative action to correct any conditions resulting from any violation or practice, to issue an administrative order that can be judicially enforced, to direct an increase in our capital, to restrict our growth, to assess civil monetary penalties against our officers or directors, to remove officers and directors and, if it is concluded that such conditions cannot be corrected or there is an imminent risk of loss to depositors, to terminate our deposit insurance and place us into receivership or conservatorship. If we become subject to any regulatory actions, it could have a material adverse effect on our business, results of operations, financial condition and growth prospects.

Legislative and regulatory actions taken now or in the future may increase our costs and impact our business, governance structure, financial condition or results of operations.

We operate in a highly regulated industry with multiple regulators and are subject to a changing regulatory environment. The Dodd-Frank Act, among other things, imposed higher capital requirements on bank holding companies; changed the base for FDIC insurance assessments to a bank's average consolidated total assets minus average tangible equity, rather than upon its deposit base; permanently raised the current standard deposit insurance limit to $250 thousand; and expanded the FDIC's authority to raise insurance premiums. The Dodd-Frank Act established the Consumer Financial Protection Bureau ("CFPB") as an independent entity within the FRB, which has broad rulemaking, supervisory and enforcement authority over consumer financial products and services, including deposit products, debit cards, residential mortgages, home-equity loans and credit cards and contains provisions on mortgage-related matters, such as steering incentives, determinations as to a borrower's ability to repay and prepayment penalties. Although the applicability of certain elements of the Dodd-Frank Act is limited to institutions with more than $10 billion in assets, there can be no guarantee that such applicability will not be extended in the future or that regulators or other third parties will not seek to impose such requirements on institutions with less than $10 billion in assets, such as GBank.

Compliance with the Dodd-Frank Act and its implementing regulations has and will continue to result in additional operating and compliance costs that could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

While most of the changes required by the Dodd-Frank Act that impact the Company have been implemented or are expected to follow a known trajectory, new changes under the Trump administration, including their nature, timing and impact, cannot yet be determined with any degree of certainty. Federal and state regulatory agencies also frequently adopt changes to their regulations or change the manner in which existing regulations are applied. Certain aspects of current or proposed regulatory or legislative changes to laws applicable to the financial industry, if enacted or adopted, may impact the profitability of our business activities, require more oversight or change certain of our business practices, including the ability to offer new products, obtain financing, attract deposits, make loans and achieve satisfactory interest spreads and could expose us to additional costs, including increased compliance costs. These changes also may require us to invest significant management attention and resources to make any necessary changes to operations to comply and could have an adverse effect on our business, financial condition and results of operations.

New and future rulemaking from the CFPB may have a material effect on our operations and operating costs.

The CFPB has the authority to issue new consumer finance regulations and is authorized, individually or jointly with bank regulatory agencies, to conduct investigations to determine whether any person is, or has, engaged in conduct that violates new and existing consumer financial laws or regulations. However, because GBank has less than $10 billion in total consolidated assets, the FRB and NVFID, not the CFPB, are responsible for examining and supervising GBank's compliance with these consumer protection laws and regulations. In addition, in accordance with a memorandum of understanding entered into between the CFPB and U.S. Department of Justice, the two agencies have agreed to coordinate efforts related to enforcing the fair lending laws, which includes information sharing and conducting joint investigations, and have done so on a number of occasions.

We are subject to the Community Reinvestment Act and fair lending laws, and failure to comply with these laws could lead to material penalties.

The Community Reinvestment Act ("CRA"), the Equal Credit Opportunity Act, the Fair Housing Act and other fair lending laws and regulations impose nondiscriminatory lending requirements on financial institutions. With respect to GBank, the NVFID, FRB, the United States Department of Justice and other federal and state agencies are responsible for enforcing these laws and regulations. A successful regulatory challenge to an institution's performance under the CRA or fair lending laws and regulations could result in a wide variety of sanctions, including the required payment of damages and civil money penalties, injunctive relief, imposition of restrictions on mergers and acquisitions activity and restrictions on expansion. Private parties may also have the ability to challenge an institution's performance under fair lending laws in private class action litigation. Such actions could have a material adverse effect on our business, financial condition and results of operations.

FDIC deposit insurance assessments may continue to materially increase in the future, which would have an adverse effect on earnings.

As an institution the deposits of which are insured by the FDIC, our subsidiary, GBank, is assessed a quarterly deposit insurance premium. Failed banks nationwide have significantly depleted the insurance fund and reduced the ratio of reserves to insured deposits. The FDIC has adopted a Deposit Insurance Fund Restoration Plan, which requires the FDIC's DIF to attain a 1.35% reserve ratio by 2028. As a result of this requirement, GBank could be required to pay significantly higher premiums or additional special assessments, which would adversely affect its earnings, thereby reducing the availability of funds to pay dividends to us.

Monetary policies and regulations of the FRB could adversely affect our business, financial condition and results of operations.

In addition to being affected by general economic conditions, our earnings and growth are affected by the policies of the FRB. An important function of the FRB is to regulate the money supply and credit conditions. Among the instruments used by the FRB to implement these objectives are open market purchases and sales of U.S. government securities, adjustments of the discount rate and changes in banks' reserve requirements against bank deposits. These instruments are used in varying combinations to influence overall economic growth and the distribution of credit, bank loans, investments and deposits. Their use also affects interest rates charged on loans or paid on deposits.

The monetary policies and regulations of the FRB have had a significant effect on the operating results of commercial banks in the past and are expected to continue to do so in the future. The effects of such policies upon our business, financial condition and results of operations cannot be predicted.

We face a risk of noncompliance and enforcement action with the federal Bank Secrecy Act (the "BSA") and other anti-money laundering and counter terrorist financing statutes and regulations.

The BSA, the USA PATRIOT Act and other laws and regulations require financial institutions, among others, to institute and maintain an effective anti-money laundering compliance program and to file reports such as suspicious activity reports and currency transaction reports. Our products and services, including our debit card issuing business, are subject to an increasingly strict set of legal and regulatory requirements intended to protect consumers and to help detect and prevent money laundering, terrorist financing and other illicit activities. We are required to comply with these and other anti-money laundering requirements. The federal banking agencies and the U.S. Treasury Department's Financial Crimes Enforcement Network are authorized to impose significant civil money penalties for violations of those requirements and have recently engaged in coordinated enforcement efforts against banks and other financial services providers with the U.S. Department of Justice, Drug Enforcement Administration and Internal Revenue Service. We are also subject to increased scrutiny of compliance with the regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control. If we violate these laws and regulations, or our policies, procedures and systems are deemed deficient, we would be subject to liability, including fines and regulatory actions, which may include restrictions on our ability to pay dividends and the necessity to obtain regulatory approvals to proceed with certain aspects of our business plan, including our acquisition plans.

Failure to maintain and implement adequate programs to combat money laundering and terrorist financing could also have serious reputational consequences for us. Any of these results could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

The FRB may require us to commit capital resources to support GBank.

Federal law requires that a bank holding company act as a source of financial and managerial strength to its subsidiary bank and to commit resources to support such subsidiary bank. Under the "source of strength" doctrine, the FRB may require a bank holding company to make capital injections into a troubled subsidiary bank and may charge the bank holding company with engaging in unsafe and unsound practices for failure to commit resources to a subsidiary bank. A capital injection may be required at times when the holding company may not have the resources to provide it and therefore may be required to borrow the funds or raise capital. Any loans by a holding company to its subsidiary banks are subordinate in right of payment to deposits and to certain other indebtedness of such subsidiary bank. In the event of a bank holding company's bankruptcy, the bankruptcy trustee will assume any commitment by the holding company to a federal bank regulatory agency to maintain the capital of a subsidiary bank. Moreover, bankruptcy law provides that claims based on any such commitment will be entitled to a priority of payment over the claims of the institution's general unsecured creditors, including the holders of its note obligations. Thus, any borrowing that must be done by the Company to make a required capital injection becomes more difficult and expensive and could have an adverse effect on our business, financial condition and results of operations.

We could be adversely affected by the soundness of other financial institutions and other third parties we rely on.

Financial services institutions are interrelated as a result of trading, clearing, counterparty or other relationships. We have exposure to many different industries and counterparties, and routinely execute transactions with counterparties in the financial services industry, including commercial banks, brokers and dealers, investment banks and other institutional customers. Many of these transactions expose us to credit risk in the event of a default by a counterparty or client. In addition, our credit risk may be exacerbated when our collateral cannot be foreclosed upon or is liquidated at prices not sufficient to recover the full amount of the credit or derivative exposure due. Furthermore, successful operation of our debit card and cash management solutions business depends on the soundness of third party processors, clearing agents and others that we rely on to conduct our merchant business. Any losses resulting from such third parties could adversely affect our business, financial condition and results of operations.

We depend on the accuracy and completeness of information about customers and counterparties.

In deciding whether to extend credit or enter into other transactions with our existing and potential customers and counterparties, we may rely on information furnished to us by or on behalf of our existing and potential customers and counterparties, including financial statements and other financial information. We also may rely on representations of our existing and potential customers and counterparties as to the accuracy and completeness of that information and, with respect to financial statements, on reports of independent auditors. In deciding whether to extend credit, we may rely upon our existing and potential customers' representations that their respective financial statements conform to U.S. generally accepted accounting principles, or GAAP, and present fairly, in all material respects, the financial condition, results of operations and cash flows of the customer. We also may rely on customer and counterparty representations and certifications, or other auditors' reports, with respect to the business and financial condition of our existing and potential customers and counterparties. Our financial condition, results of operations, financial reporting and reputation could be negatively affected if we rely on materially misleading, false, incomplete, inaccurate or fraudulent information provided by us by or on behalf of our existing or potential customers or counterparties.

Our accounting estimates and risk management processes and controls rely on analytical and forecasting techniques and models and assumptions, which may not accurately predict future events.

Our accounting policies and methods are fundamental to how we record and report our financial condition and results of operations. Our management must exercise judgment in selecting and applying many of these accounting policies and methods so they comply with GAAP and reflect management's judgment of the most appropriate manner to report our financial condition and results. In some cases, management must select the accounting policy or method to apply from two or more alternatives, any of which may be reasonable under the circumstances, yet which may result in our reporting materially different results than would have been reported under a different alternative.

Certain accounting policies are critical to presenting our financial condition and results of operations. They require management to make difficult, subjective or complex judgments about matters that are uncertain. Materially different amounts could be reported under different conditions or using different assumptions or estimates. These critical accounting policies include the allowance for credit losses and income taxes. Because of the uncertainty of estimates involved in these matters, we may be required to do one or more of the following: significantly increase the allowance for credit losses or sustain loan losses that are significantly higher than the reserve provided; reduce the carrying value of an asset measured at fair value; or significantly increase our accrued tax liability. Any of these could have a material adverse effect on our business, financial condition or results of operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Our internal controls, disclosure controls, processes and procedures, and corporate governance policies and procedures are based in part on certain assumptions and can provide only reasonable (not absolute) assurances that the objectives of the system are met. Any failure or circumvention of our controls, processes and procedures or failure to comply with regulations related to controls, processes and procedures could necessitate changes in those controls, processes and procedures, which may increase our compliance costs, divert management attention from our business or subject us to regulatory actions and increased regulatory scrutiny. Any of these could have a material adverse effect on our business, financial condition or results of operations.

Risks Related to the Offering and an Investment in Our Common Stock

We will incur increased costs as a result of operating as a reporting issuer with the SEC, and our management will be required to devote substantial time to new compliance initiatives.

As a reporting issuer with the SEC, we will incur significant legal, accounting, and other expenses that we did not incur as a company trading on the OTCQX Market. We will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, which will require, among other things, that we file with the SEC annual, quarterly, and current reports with respect to our business and financial condition. Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

As an "emerging growth company" as defined in the JOBS Act, we intend to take advantage of certain temporary exemptions from various reporting requirements, including reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and an exemption from the requirement to obtain an attestation from our auditors on management's assessment of our internal control over financial reporting. When these exemptions cease to apply, we expect to incur additional expenses and devote increased management effort toward ensuring compliance with them.

We expect the rules and regulations applicable to companies reporting with the SEC to substantially increase our legal and financial compliance costs and to make some activities more time-consuming and costly. If these requirements divert the attention of our management and personnel from other business concerns, they could have a material adverse effect on our business, financial condition, and results of operations. The increased costs will decrease our net income or increase our net loss and may require us to reduce costs in other areas of our business or increase the prices of our products or services. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to incur substantial costs to maintain the same or similar coverage. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees, or as executive officers.

If we fail to establish and maintain proper and effective internal control over financial reporting, our operating results, and our ability to operate our business could be harmed.

Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be re-evaluated frequently. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles. In connection with this offering, we intend to begin the process of documenting, reviewing, and improving our internal controls and procedures for compliance with Section 404 of the Sarbanes-Oxley Act, which will require annual management assessment of the effectiveness of our internal control over financial reporting. We have begun recruiting additional finance and accounting personnel with certain skill sets that we will need as a public company.

Implementing any appropriate changes to our internal controls may distract our officers and employees, entail substantial costs to modify our existing processes, and take significant time to complete. These changes may not, however, be effective in maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and harm our business. In addition, investors' perceptions that our internal controls are inadequate or that we are unable to produce accurate financial statements on a timely basis may harm the price of our securities and make it more difficult for us to effectively market and sell any of our present or future product candidates that may receive regulatory approval.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Upon completion of this offering, we will become subject to certain reporting requirements of the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements, or insufficient disclosures due to error or fraud may occur and not be detected.

The market price of our common stock may be volatile, which could result in substantial losses for purchasers of our securities in this offering or could subject us to litigation.

The market price of our common stock following this offering may be volatile and could be subject to wide fluctuations in price in response to various factors, some of which are beyond our control. These factors include, among other things:

- general economic conditions and overall market fluctuations;
- actual or anticipated fluctuations in our quarterly or annual operating results;
- changes in accounting standards, policies, guidance, interpretations or principles;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;

- changes in financial estimates and recommendations by securities analysts following our stock, or the failure of securities analysts to cover our common stock after this offering;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- the trading volume of our common stock;
- new technology used, or services offered, by competitors;
- changes in business, legal or regulatory conditions, or other developments affecting the financial services industry, participants in our industry, and publicity regarding our business or any of our significant customers or competitors; and
- future sales of our common stock by us, directors, executives and significant stockholders.

The realization of any of the risks described in this "Risk Factors" section could have a material adverse effect on the market price of our common stock and cause the value of your investment to decline. In addition, the stock market experiences extreme volatility that has often been unrelated to the operating performance of particular companies. These types of broad market fluctuations may adversely affect investor confidence and could affect the trading price of our common stock over the short, medium or long term, regardless of our actual performance. If the market price of our common stock reaches an elevated level following this offering, it may materially and rapidly decline. In the past, following periods of volatility in the market price of a company's securities, stockholders have often instituted securities class action litigation. If we were to be involved in a class action lawsuit, we could incur substantial costs and it could divert the attention of senior management and have a material adverse effect on our business, financial condition and results of operations.

An active trading market for our common stock may not develop, and you may not be able to resell your securities at or above the public offering price.

Prior to this offering, the public market for shares of our common stock has been limited to the OTCQX Market. Although we intend to apply to list shares of our common stock on The Nasdaq Capital Market, an active trading market for our common stock on the Nasdaq Capital Market may never develop or be sustained following this offering. The public offering price of our securities was determined through negotiations between us and the underwriters. Among the factors considered in determining the initial offering price were our future prospects and the prospects of our industry in general, our revenue, net income and certain other financial and operating information in recent periods, and the financial ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to ours. However, there can be no assurance that following this offering our shares of common stock or warrants will trade at a price equal to or greater than the offering price. In the absence of an active trading market for our securities, investors may not be able to sell their securities at or above the offering price or at the time that they would like to sell.

The reduced disclosures and relief from certain other significant disclosure requirements that are available to emerging growth companies may make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that apply to other public companies that are not "emerging growth companies." These exemptions include the following:

- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act;
- less extensive disclosure obligations regarding executive compensation in our periodic reports and proxy statements; and
- exemptions from the requirements to hold nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously approved.

In addition, even if we comply with the greater obligations of public companies that are not emerging growth companies immediately after this offering, we may avail ourselves of the reduced requirements applicable to emerging growth companies from time to time in the future, so long as we are an emerging growth company.

We will remain an emerging growth company for up to five years, though we may cease to be an emerging growth company earlier under certain circumstances, including if, before the end of such five years, we are deemed to be a large accelerated filer under the rules of the SEC (which depends on, among other things, having a market value of common stock held by non-affiliates in excess of $700 million). Investors and securities analysts may find it more difficult to evaluate our common stock because we will rely on one or more of these exemptions. If, as a result, some investors find our common stock less attractive, there may be a less active trading market for our common stock, which could result in a reduction of and greater volatility in the prices of our common stock.

Our failure to meet the continuing listing requirements of The Nasdaq Capital Market could result in a de-listing of our securities.

If our common stock is listed on the Nasdaq Capital Market and we fail to satisfy the continuing listing requirements of Nasdaq, such as the corporate governance, stockholders' equity or minimum closing bid price requirements, Nasdaq may take steps to delist our securities. Such a delisting would likely have a negative effect on the price of our securities and would impair your ability to sell or purchase our securities when you wish to do so. In the event of a delisting, we would likely take actions to restore our compliance with Nasdaq's listing requirements, but we can provide no assurance that any such action taken by us would allow our common stock to become listed again, stabilize the market price or improve the liquidity of our securities, prevent our securities from dropping below the Nasdaq minimum bid price requirement or prevent future non-compliance with Nasdaq's listing requirements.

If securities analysts do not publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

The trading market for our securities will rely in part on the research and reports that industry or financial analysts publish about us or our business. We may never obtain research coverage by industry or financial analysts. If no or few analysts commence coverage of us, the trading price of our stock would likely decrease. Even if we do obtain analyst coverage, if one or more of the analysts covering our business downgrade their evaluations of our stock, the price of our stock could decline. If one or more of these analysts cease to cover our stock, we could lose visibility in the market for our stock, which in turn could cause the price of our securities to decline.

If securities or industry analysts adversely change their recommendations regarding our securities or if our operating results do not meet their expectations, the price of our securities could decline.

The trading market for our securities will be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause the price of our securities or trading volume to decline. Moreover, if one or more of the analysts who cover our company downgrades our securities or if our operating results do not meet their expectations, the price of our securities could decline.

Raising additional capital may cause dilution to our stockholders, including purchasers of units in this offering, restrict our operations or require us to relinquish rights to our technologies or current or future product candidates.

In addition to growing retained earnings from income, we expect to finance our cash needs through a combination of private and public equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution, or licensing arrangements. To the extent that we raise additional capital through the sale of common stock or securities convertible or exchangeable into common stock, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that materially adversely affect your rights as a common stockholder. Debt financing, if available, would increase our fixed payment obligations and may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures, or declaring dividends.

If we raise funds through additional collaborations, strategic alliances or marketing, distribution, or licensing arrangements with third parties, we may have to relinquish valuable rights to our intellectual property, future revenue streams, research programs or current or future product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, scale back or discontinue the development and commercialization of one or more of our product candidates, delay our pursuit of potential in-licenses or acquisitions or grant rights to develop and market current or future product candidates that we would otherwise prefer to develop and market ourselves.

We may issue additional equity securities, or engage in other transactions that could dilute our book value or relative rights of our securities, which may adversely affect the market price of our common stock and warrants.

Our board of directors may determine from time to time that we need to raise additional capital by issuing additional shares of our common stock or other securities. Except as otherwise described in this prospectus, we will not be restricted from issuing additional shares of common stock, including securities that are convertible into or exchangeable for, or that represent the right to receive, shares of our common stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing, or nature of any future offerings, or the prices at which such offerings may be affected. Additional equity offerings may dilute the holdings of existing stockholders or reduce the market price of our common stock and warrants, or both. Holders of our securities are not entitled to pre-emptive rights or other protections against dilution. New investors also may have rights, preferences and privileges that are senior to, and that adversely affect, then-current holders of our securities. Additionally, if we raise additional capital by making offerings of debt or preferred stock, upon our liquidation, holders of our debt securities and preferred stock, and lenders with respect to other borrowings, may receive distributions of its available assets before the holders of our common stock.

Anti-takeover effects of certain provisions of Nevada state law hinder a potential takeover of us.

Though not now, we may be or in the future we may become subject to Nevada's control share law. A corporation is subject to Nevada's control share law if it has more than 200 stockholders, at least 100 of whom are stockholders of record and residents of Nevada, and it does business in Nevada or through an affiliated corporation. The law focuses on the acquisition of a "controlling interest" which means the ownership of outstanding voting shares sufficient, but for the control share law, to enable the acquiring person to exercise the following proportions of the voting power of the corporation in the election of directors: (i) one-fifth or more but less than one-third, (ii) one-third or more but less than a majority, or (iii) a majority or more. The ability to exercise such voting power may be direct or indirect, as well as individual or in association with others.

The effect of the control share law is that the acquiring person, and those acting in association with it, obtains only such voting rights in the control shares as are conferred by a resolution of the stockholders of the corporation, approved at a special or annual meeting of stockholders. The control share law contemplates that voting rights will be considered only once by the other stockholders. Thus, there is no authority to strip voting rights from the control shares of an acquiring person once those rights have been approved. If the stockholders do not grant voting rights to the control shares acquired by an acquiring person, those shares do not become permanent non-voting shares. The acquiring person is free to sell its shares to others. If the buyers of those shares themselves do not acquire a controlling interest, their shares do not become governed by the control share law.

If control shares are accorded full voting rights and the acquiring person has acquired control shares with a majority or more of the voting power, any stockholder of record, other than an acquiring person, who has not voted in favor of approval of voting rights is entitled to demand fair value for such stockholder's shares.

Nevada's control share law may have the effect of discouraging takeovers of the corporation.

In addition to the control share law, Nevada has a business combination law which prohibits certain business combinations between Nevada corporations and "interested stockholders" for three years after the "interested stockholder" first becomes an "interested stockholder," unless the corporation's board of directors approves the combination in advance. For purposes of Nevada law, an "interested stockholder" is any person who is (i) the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the outstanding voting shares of the corporation, or (ii) an affiliate or associate of the corporation and at any time within the three previous years was the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the then outstanding shares of the corporation. The definition of the term "business combination" is sufficiently broad to cover virtually any kind of transaction that would allow a potential acquiror to use the corporation's assets to finance the acquisition or otherwise to benefit its own interests rather than the interests of the corporation and its other stockholders.

The effect of Nevada's business combination law is to potentially discourage parties interested in taking control of us from doing so if it cannot obtain the approval of our board of directors.

Sales of a significant number of shares of our common stock in the public markets, or the perception that such sales could occur, could depress the market price of our securities.

Sales of a substantial number of shares of our common stock in the public markets, or the perception by the market that those sales could occur, could depress the market price of our securities, and impair our ability to raise capital through the sale of additional equity securities. We cannot predict the effect that future sales of our common stock or warrants would have on the market price of our securities.

Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

After the completion of this offering, we may be at an increased risk of securities class action litigation.

Historically, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because we are a smaller company, and smaller companies tend to experience greater volatility in the price of their securities. If we were to be sued, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements concerning our business, operations and financial performance and condition, as well as our plans, objectives and expectations for our business operations and financial performance and condition. Any statements contained herein that are not statements of historical facts may be deemed to be forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "aim," "anticipate," "assume," "believe," "contemplate," "continue," "could," "due," "estimate," "expect," "goal," "intend," "may," "objective," "plan," "predict," "potential," "positioned," "seek," "should," "target," "will," "would" and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words.

These forward-looking statements include, but are not limited to, statements about:

- our ability to continue as a going concern;
- availability of additional funds in the future on acceptable terms or at all;
- our estimates of our expenses, ongoing losses, future revenue, capital requirements and our need for, or ability to obtain, additional financing;
- our ability to retain and recruit key personnel, including the continued development of our sales and marketing infrastructure;
- our ability to maintain intellectual property protection for our products;
- developments relating to our competitors and our industry;
- our expectations regarding the period during which we will qualify as an emerging growth company under the JOBS Act;
- our expected use of our existing cash and cash equivalents and the proceeds from this offering.
- the impact of pandemics on our business and operations;
- other events or factors, including those resulting from war or incidents of terrorism;
- anticipated trends and challenges in our business and the markets in which we operate; and
- other risks and uncertainties, including those listed under the caption "Risk Factors."

Forward-looking statements are based on management's current expectations, estimates, forecasts and projections about our business and the industry in which we operate, and management's beliefs and assumptions are not guarantees of future performance or development and involve known and unknown risks, uncertainties and other factors that are in some cases beyond our control. As a result, any, or all of our forward-looking statements in this prospectus may turn out to be inaccurate. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. Factors that may cause actual results to differ materially from current expectations include, among other things, those described in the section entitled "Risk Factors" and elsewhere in this prospectus. Potential investors are urged to consider these factors carefully in evaluating these forward-looking statements.

In addition, forward-looking statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus, and while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and we may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements. You should not place undue reliance on our forward-looking statements.

MARKET, INDUSTRY AND OTHER DATA

This prospectus contains estimates, statistical data and other information concerning our industry, market and competitive position from our own internal estimates and research, as well as from independent market research, industry and general publications and surveys, governmental agencies, and publicly available information in addition to research, surveys and studies conducted by third parties. Internal estimates are derived from publicly available information released by industry analysts and third-party sources, our internal research, and our industry experience, and are based on assumptions made by us based on such data and our knowledge of our industry and market, which we believe to be reasonable. In some cases, we do not expressly refer to the sources from which this data is derived.

In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires.

Industry data and other third-party information have been obtained from sources believed to be reliable, but we have not independently verified any third-party information. In addition, while we believe the industry, market and competitive position data included in this prospectus is reliable and based on reasonable assumptions, such data involve risks and uncertainties and are subject to change based on various factors, including those discussed in the section titled "Risk Factors." These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties or by us.

USE OF PROCEEDS

The Selling Stockholders may sell all of the common stock offered by this prospectus from time-to-time. We will not receive any proceeds from the sale of those shares of common stock.

We will pay for expenses of this offering, except that the Selling Stockholders will pay any broker discounts or commissions or equivalent expenses and expenses of its legal counsel applicable to the sale of its shares.

DETERMINATION OF THE OFFERING PRICE

The market for our common stock is currently limited to trading on the OTCQX Market. The Selling Stockholders may sell their shares in the over-the-counter market or otherwise, at market prices prevailing at the time of sale, at prices related to the prevailing market price, or at negotiated prices.

SELLING STOCKHOLDERS

Common Stock

On October 11, 2024, we entered into a Subscription Agreement with each of the Selling Stockholders, pursuant to which the Company offered and sold an aggregate of 1,081,081 shares (the "Shares") of common stock, par value $0.0001 per share, for aggregate proceeds of $20 million. The Company paid placement agency fees of $539 thousand, resulting in net proceeds of $19.5 million. In connection with this recent sale of the Shares, we also entered into a Registration Rights Agreement with each purchaser pursuant to which the Company is obligated to register the Shares.

The Company offered and sold the Shares to the Selling Stockholders pursuant to the exemption from registration afforded by Section 4(2) under the Securities Act of 1933, as amended, Rule 501(a)(1)-(3) and (7) and Rule 506 of Regulation D, promulgated thereunder, and corresponding provisions of state securities laws. The transaction did not involve a public offering, each of the Selling Stockholders was a "institutional accredited investor" or "accredited investor" and had access to registration-type information about us and the investment.

Selling Stockholders Table

The following table sets forth the names of the Selling Stockholders, the number of shares of common stock beneficially owned by each Selling Stockholder as of the date hereof and the number of shares of common stock being offered by each Selling Stockholder. The shares being offered hereby are being registered to permit public secondary trading, and the Selling Stockholders may offer all or part of the shares for resale from time to time. However, the Selling Stockholders are under no obligation to sell all or any portion of such shares nor are the Selling Stockholders obligated to sell any shares immediately upon effectiveness of this prospectus. All information with respect to share ownership has been furnished by the Selling Stockholders. The "Amount Beneficially Owned After Offering" column assumes the sale of all shares offered.

To our knowledge, the none of the Selling Stockholders is a broker-dealer or an affiliate of a broker-dealer. We may require the Selling Stockholders to suspend the sales of the shares of our common stock being offered pursuant to this Prospectus upon the occurrence of any event that makes any statement in this Prospectus or the related registration statement untrue in any material respect or that requires the changing of statements in those documents in order to make statements in those documents not misleading.

Name of Selling Stockholder	Shares Beneficially Owned Prior to Offering[1]	Number of Shares to be Offered	Number of Shares to Be Owned by Selling Stockholder After the Offering and Percent of Total Issued and Outstanding Shares[1]	
			# of Shares[2]	% of Class[2]
Edward M. Giles IRA #1 (3)	41,900	41,900	0	*
Edward M. Giles Revocable Trust (4)	26,800	26,800	0	*
EMG Roth IRA (5)	24,000	24,000	0	*
Isles Capital LLC (6)	16,000	16,000	0	*
JMG Investment Trust (7)	4,600	4,600	0	*
Walter Giles Roth IRA (8)	7,200	7,200	0	*
Walter Giles	5,500	5,500	0	*
Carolyn A. Giles	5,600	5,600	0	*
Stephen V. Giles	3,300	3,300	0	*
Elizabeth Hartigan Giles Trust (9)	2,900	2,900	0	*
Robin Walter Giles Trust (10)	2,900	2,900	0	*
Katherine Morgan Giles 2016 Trust (11)	2,700	2,700	0	*
Sarah Venable Giles 2013 Trust (12)	2,700	2,700	0	*
Mary Alice Giles 2009 Trust (13)	2,700	2,700	0	*
Edward Anton Giles 2009 Trust (14)	2,700	2,700	0	*
Emily Robertson Giles 2019 Trust (15)	2,500	2,500	0	*
Parthiv Patel	72,228	39,708	32,520	*
Blue Lion Opportunity Master Fund LP (16)	517,715	108,108	406,905	2.91%
Charles William Griege Jr	517,715	2,702	406,905	2.91%
Kunal H Dave	200,102	151,352	48,750	*
Down Range Capital Opportunity Fund, LP (17)	100,000	100,000	0	*
ECHO Health Inc. (18)	46,513	13,513	33,000	*
Michael C. Voinovich	70,651	1,351	69,300	*
Carl P Feinberg Revocable Trust (19)	13,500	13,500	0	*
Ledyard Capital Management, LLC (20)	27,000	27,000	0	*
Joseph Adam Wilkie & Mary Liane Wilkie JTWROS	2,700	2,700	0	*
EVOL Capital Holdings LLC (21)	337,820	5,405	332,415	2.38%
David Alexander	2,702	2,702	0	*
Leonard Himelsein Revocable Trust (22)	2,702	2,702	0	*
Nicholas Nigro	2,702	2,702	0	*
Jake Christensen	1,351	1,351	0	*
Peter A. Appel	243,681	81,081	162,600	1.16%
David Balistreri	10,000	10,000	0	*
Teri L. Griege Trust (23)	2,000	2,000	0	*
George Sertl	54,054	54,054	0	*
Trumbo Family Revocable Trust 4/24/15 (24)	5,400	5,400	0	*
MPR Family, LLC (25)	1,730	1,730	0	*
Asacar Company LLC (26)	10,000	10,000	0	*
Eugene DePaul Revocable Trust (27)	10,800	10,800	0	*
Michael F Mariano & Dana Marie Mariano JTWROS	1,300	1,300	0	*
Christopher McElwee & Colette McElwee Jt Ten	27,000	27,000	0	*
Christopher Gibbins	10,000	2,500	7,500	*
Abby Nigro	540	540	0	*
Brooke Nigro	540	540	0	*
Jared Nigro	540	540	0	*
MN Capital Holdings LLC (28)	167,145	9,189	157,956	1.13%
Jamie Nigro	1,081	1,081	0	*
Maria Olivieri	1,300	1,300	0	*
Patricia Jane Rinschler	8,500	1,000	7,500	*
John Gregory McStravick Revocable Trust (29)	27,000	27,000	0	*
Jerry F. Naples Sr. Revocable Living Trust DTD 5/21/01 (30)	6,700	6,700	0	*
Hans J. Theisen	4,000	4,000	0	*
Nicholas D Farrell & Linda B Farrell JTWROS	5,400	5,400	0	*
Mary Jane Galantino	3,500	3,500	0	*
Michael Galantino & Angela Galantino	5,400	5,400	0	*
Mark Naples	5,400	5,400	0	*
Chandrakant Patel	12,324	12,324	0	*
Rati Hospitality LLC (31)	34,702	34,702	0	*
Jayesh Patel	12,324	12,324	0	*
Raj Hashilkar	40,850	24,590	16,260	*
Keval Patel	57,110	24,590	32,520	*
Kay Sharon Burgess & James Richard Burgess JTWROS	54,000	54,000	0	*
Kyle Griege	1,500	1,500	0	*
Anthony Labozzetta	5,400	5,400	0	*
Dana Dougherty	5,400	5,400	0	*
	2,906,022	1,081,081	1,714,131	

* Less than 1%

(1) Beneficial ownership is determined in accordance with Securities and Exchange Commission rules and generally includes voting or investment power with respect to shares of Common Stock. Shares of Common Stock subject to options and warrants currently exercisable, or exercisable within 60 days, are counted as outstanding for computing the percentage of the person holding such options or warrants but are not counted as outstanding for computing the percentage of any other person.
(2) We have assumed that the Selling Stockholders will sell all of the shares being offered in this offering.
(3) Edward M. Giles has voting and investment power over the shares beneficially owned by Edward M. Giles IRA.
(4) Edward M. Giles is Trustee of, and has voting and investment power over the shares beneficially owned by, Edward M. Giles Revocable Trust.
(5) Edward M. Giles has voting and investment power over the shares beneficially owned by EMG Roth IRA.
(6) Walter Giles is General Partner of, and has voting and investment power over the shares beneficially owned by, Isles Capital LLC.
(7) Walter Giles is Trustee of, and has voting and investment power over, the shares beneficially owned by JMG Investment Trust.
(8) Walter Giles has voting and investment power over the shares beneficially owned by Walter Giles Roth IRA.
(9) Zachary Wydra is Trustee of, and has voting and investment power over the shares beneficially owned by, Elizabeth Hartigan Giles Trust.
(10) Zachary Wydra is Trustee of, and has voting and investment power over the shares beneficially owned by, Robin Walter Giles Trust.
(11) Anna Giles is Trustee of, and has voting and investment power over the shares beneficially owned by, Robin Walter Giles Trust.
(12) Anna Giles is Trustee of, and has voting and investment power over the shares beneficially owned by, Sarah Venable Giles 2013 Trust.
(13) Anna Giles is Trustee of, and has voting and investment power over the shares beneficially owned by, Mary Alice Giles 2009 Trust.
(14) Anna Giles is Trustee of, and has voting and investment power over the shares beneficially owned by, Edward Anton Giles 2009 Trust.
(15) Anna Giles is Trustee of, and has voting and investment power over the shares beneficially owned by, Emily Robertson Giles 2019 Trust.
(16) Charles W. Griege, Jr., has voting and investment power over the shares beneficially owned by, Blue Lion Opportunity Master Fund LP. Mr. Griege is also a Director of the Company.
(17) Brad Rinschler voting and investment power over the shares beneficially owned by, Down Range Capital Opportunity Fund, LP.
(18) Kris Kern is Chief Financial Officer of ECHO Health, Inc. and has voting and investment power over the shares beneficially owned by ECHO Health Inc.
(19) Carl P. Feinberg is Trustee of, and has voting and investment power over, the shares beneficially owned by Carl P Feinberg Revocable Trust.
(20) Russell Echlov is Manger of, and has voting and investment power over, the shares beneficially owned by Ledyard Capital Management, LLC.
(21) Todd A. Nigro is Manager of, and has voting and investment power over, the shares beneficially owned by EVOL Capital Holdings LLC.
(22) Leonard Himelsein is Trustee of, and has voting and investment power over, the shares beneficially owned by Leonard Himelsein Revocable Trust.
(23) Teri L. Griege and David Griege are the Trustees of and have voting and investment power over the shares beneficially owned by the Teri L. Griege Trust.
(24) Michelle Trumbo is Manager of, and has voting and investment power over the shares beneficially owned by, Trumbo Family Revocable Trust 4/24/15.
(25) Michelle Trumbo is Manager of, and has voting and investment power over the shares beneficially owned by, MPR Family, LLC.
(26) Christopher DePaul is Manager of, and has voting and investment power over the shares beneficially owned by Asacar Company LLC.
(27) Eugene DePaul is Trustee of, and has voting and investment power over the shares beneficially owned by, Eugene DePaul Revocable Trust.
(28) Michael Nigro is Manager of, and has voting and investment power over the shares beneficially owned by, MN Capital Holdings LLC.
(29) John Gregory McStarvick is Trustee of, has voting and investment power over the shares beneficially owned by, John Gregory McStravick Revocable Trust.
(30) Jerry F. Naples is Trustee of, and has voting and investment power over the shares beneficially owned by, Jerry F. Naples Sr. Revocable Living Trust DTD 5/21/01.
(31) Chandrakant Patel is Manager of, and has voting and investment power over the shares beneficially owned by, Rati Hospitality LLC.

PLAN OF DISTRIBUTION

This prospectus relates to the resale of the shares, by the Selling Stockholders, which includes 1,081,081 shares of common stock, par value $0.0001 per share.

The Selling Stockholders may, from time to time sell any or all of their shares of common stock on any market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits the purchaser;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal;
- facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 under the Securities Act of 1933, if available, rather than under this Prospectus.

The Selling Stockholders or their respective pledgees, donees, transferees, or other successors in interest, may also sell the shares directly to market makers acting as principals and/or broker-dealers acting as agents for themselves or their customers. Such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the Selling Stockholders and/or the purchasers of shares for whom such broker-dealers may act as agents or to whom they sell as principal or both, which compensation as to a particular broker-dealer might be in excess of customary commissions. Market makers and block purchasers purchasing the shares will do so for their own account and at their own risk. It is possible that the Selling Stockholders will attempt to sell shares of common stock in block transactions to market makers or other purchasers at a price per share which may be below the then market price. The Selling Stockholders cannot assure that all or any of the shares offered in this prospectus will be issued to, or sold by, the Selling Stockholders. In addition, the Selling Stockholders and any brokers, dealers, or agents, upon effecting the sale of any of the shares offered in this prospectus are “underwriters” as that term is defined under the Securities Act or the Exchange Act, or the rules and regulations under such acts. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

Discounts, concessions, commissions, and similar selling expenses, if any, attributable to the sale of shares will be borne by a Selling Stockholder. The Selling Stockholders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the shares if liabilities are imposed on that person under the Securities Act.

The Selling Stockholders may from time to time pledge or grant a security interest in some or all of the shares of common stock owned by them, and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time under this prospectus after we have filed an amendment to this prospectus under Rule 424(b)(3) or any other applicable provision of the Securities Act amending the list of Selling Stockholders to include the pledgee, transferee or other successors in interest as Selling Stockholder under this prospectus.

The Selling Stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus and may sell the shares of common stock from time to time under this prospectus after we have filed an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of Selling Stockholders to include the pledgee, transferee or other successors in interest as a Selling Stockholder under this prospectus.

We are required to pay all fees and expenses incident to the registration of the shares of common stock. Otherwise, all discounts, commissions or fees incurred in connection with the sale of our common stock offered hereby will be paid by the Selling Stockholders.

The Selling Stockholders acquired the securities offered hereby in the ordinary course of business and have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their shares of common stock, nor is there an underwriter or coordinating broker acting in connection with a proposed sale of shares of common stock by any Selling Stockholder. We will file a supplement to this prospectus if a Selling Stockholder enters into a material arrangement with a broker-dealer for sale of common stock being registered. If the Selling Stockholders use this prospectus for any sale of the shares of common stock, it will be subject to the prospectus delivery requirements of the Securities Act.

The anti-manipulation rules of Regulation M under the Exchange Act, may apply to sales of our common stock and activities of the Selling Stockholders. The Selling Stockholders will act independently of us in making decisions with respect to the timing, manner, and size of each sale.

We will pay all expenses incident to the registration, offering and sale of the shares of our common stock to the public hereunder other than commissions, fees and discounts of underwriters, brokers, dealers, and agents. If any of these other expenses exists, we expect the Selling Stockholders to pay those expenses. We estimate that the expenses of the offering to be borne by us will be approximately $2 million. We will not receive any proceeds from the resale of any of the shares of our common stock by the Selling Stockholders.

DESCRIPTION OF SECURITIES

General

The following summary includes a description of material provisions of our capital stock.

Authorized and Outstanding Securities

The Company is authorized to issue (i) 50,000,000 shares of common stock, par value $0.0001 per share, (ii) 30,000,000 shares of Parent Nonvoting Common Stock, and (iii) 5,000,000 shares of preferred stock, par value $0.0001 per share. As of January 3, 2025, there were issued and outstanding 13,996,987 shares of our common stock and 231,508 shares of non-voting common stock. No shares of preferred stock are issued or outstanding.

Common Stock

The holders of our common stock are entitled to one vote for each share on all matters to be voted on by the stockholders. Holders of common stock do not have cumulative voting rights. Holders of common stock are entitled to share ratably in dividends, if any, as may be declared from time to time by the board of directors in its discretion from funds legally available, therefore. In the event of a liquidation, dissolution or winding up of the Company, the holders of common stock are entitled to share pro rata all assets remaining after payment in full of all liabilities. Holders of common stock have no pre-emptive rights to purchase the Company's common stock. There are no conversion or redemption rights or sinking fund provisions with respect to the common stock.

Parent Nonvoting Common Stock

Rights and preferences of our Parent Nonvoting Common Stock are identical to our common stock, except that the holders of our Parent Nonvoting Common Stock are not entitled to any voting rights.

Undesignated Preferred Stock

Under the terms of our Articles of Incorporation, our board of directors is authorized to issue shares of our undesignated preferred stock in one or more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible future acquisitions and other corporate purposes, will affect, and may adversely affect, the rights of holders of common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of common stock until our board of directors determines the specific rights attached to that preferred stock. The effects of issuing preferred stock could include one or more of the following:

- restricting dividends on the common stock;
- diluting the voting power of the common stock;
- impairing the liquidation rights of the common stock; or
- delaying or preventing changes in control or management of our company.

Once our board of directors approves the rights and preferences for a series of preferred stock, we will file a Certificate of Designation for such series of preferred stock with the Secretary of State of the State of Nevada formally establishing such rights and preferences.

Dividends

Dividends, if any, will be contingent upon our revenues and earnings, if any, capital requirements and financial conditions. The payment of dividends, if any, will be within the discretion of our board of directors. We intend to retain earnings, if any, for use in its business operations and accordingly, the board of directors does not anticipate declaring any dividends in the foreseeable future.

Warrants

We have no warrants issued or outstanding.

Registration Rights

In connection with the offering of the Shares to the Selling Stockholders on October 11, 2024, we entered into a Registration Rights Agreement with the Selling Stockholders dated October 11, 2024, pursuant to which the Company is obligated to register the Shares.

We must use commercially reasonable best efforts to keep such registration statement continuously effective until all registrable securities covered by such registration statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect.

All fees and expenses incident to the performance of or compliance with the Registration Rights Agreement by the Company shall be borne by the Company.

Transfer Agent and Registrar

Our transfer agent is Computershare Limited ("Computershare"), whose address P.O. Box 43078, Providence, Rhode Island 02940. Computershare's telephone number is (781) 575-3086.

Indemnification of Officers and Directors

Subsection 7 of Section 78.138 of the Nevada Revised Statutes (the "Nevada Law") provides that, subject to certain very limited statutory exceptions, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in his or her capacity as a director or officer, unless it is proven that the act or failure to act constituted a breach of his or her fiduciary duties as a director or officer and such breach of those duties involved intentional misconduct, fraud or a knowing violation of law. The statutory standard of liability established by Section 78.138 controls even if there is a provision in the corporation's articles of incorporation unless a provision in the Company's Articles of Incorporation provides for greater individual liability.

Subsection 1 of Section 78.7502 of the Nevada Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (any such person, a "Covered Person"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Covered Person in connection with such action, suit or proceeding if the Covered Person is not liable pursuant to Section 78.138 of the Nevada Law or the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe the Covered Person's conduct was unlawful.

Subsection 2 of Section 78.7502 of the Nevada Law empowers a corporation to indemnify any Covered Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in the capacity of a Covered Person against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the Covered Person in connection with the defense or settlement of such action or suit, if the Covered Person is not liable pursuant to Section 78.138 of the Nevada Law or the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the Company. However, no indemnification may be made in respect of any claim, issue or matter as to which the Covered Person shall have been adjudged by a court of competent jurisdiction (after exhaustion of all appeals) to be liable to the corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which such action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances the Covered Person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 78.7502 of the Nevada Law further provides that to the extent a Covered Person has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in Subsection 1 or 2, as described above, or in the defense of any claim, issue or matter therein, the corporation shall indemnify the Covered Person against expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person in connection with the defense.

Subsection 1 of Section 78.751 of the Nevada Law provides that any discretionary indemnification pursuant to Section 78.7502 of the Nevada Law, unless ordered by a court or advanced pursuant to Subsection 2 of Section 78.751, may be made by a corporation only as authorized in the specific case upon a determination that indemnification of the Covered Person is proper in the circumstances. Such determination must be made (a) by the stockholders, (b) by the board of directors of the corporation by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (c) if a majority vote of a quorum of such non-party directors so orders, by independent legal counsel in a written opinion, or (d) by independent legal counsel in a written opinion if a quorum of such non-party directors cannot be obtained.

Subsection 2 of Section 78.751 of the Nevada Law provides that a corporation's articles of incorporation or bylaws or an agreement made by the corporation may require the corporation to pay as incurred and in advance of the final disposition of a criminal or civil action, suit or proceeding, the expenses of officers and directors in defending such action, suit or proceeding upon receipt by the corporation of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. Subsection 2 of Section 78.751 further provides that its provisions do not affect any rights to advancement of expenses to which corporate personnel other than officers and directors may be entitled under contract or otherwise by law.

Subsection 3 of Section 78.751 of the Nevada Law provides that indemnification pursuant to Section 78.7502 of the Nevada Law and advancement of expenses authorized in or ordered by a court pursuant to Section 78.751 does not exclude any other rights to which the Covered Person may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his or her official capacity or in another capacity while holding his or her office. However, indemnification, unless ordered by a court pursuant to Section 78.7502 or for the advancement of expenses under Subsection 2 of Section 78.751 of the Nevada Law, may not be made to or on behalf of any director or officer of the corporation if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and were material to the cause of action. Additionally, the scope of such indemnification and advancement of expenses shall continue for a Covered Person who has ceased to be a director, officer, employee, or agent of the corporation, and shall inure to the benefit of his or her heirs.

Section 78.752 of the Nevada Law empowers a corporation to purchase and maintain insurance or make other financial arrangements on behalf of a Covered Person for any liability asserted against such person and liabilities and expenses incurred by such person in his or her capacity as a Covered Person or arising out of such person's status as a Covered Person whether or not the corporation has the authority to indemnify such person against such liability and expenses.

The Bylaws of the Company provide for indemnification of Covered Persons substantially identical in scope to that permitted under the Nevada Law. Such Bylaws provide that the expenses of directors and officers of the Company incurred in defending any action, suit or proceeding, whether civil, criminal, administrative or investigative, must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it is ultimately determined by a court of competent jurisdiction that the director or officer is not entitled to be indemnified by the Company.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

The following discussion and analysis of our financial condition and results of operations should be read together with our financial statements, the related notes, and the other financial information included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual business, financial condition and results of operations could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed below and elsewhere in this prospectus, particularly under "Risk Factors." See also "Special Note Regarding Forward-Looking Statements." Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Executive Summary

The Company generates the majority of its revenues through net interest income, calculated as the difference between interest earned on loans and investments and interest paid on deposits and borrowings. Growth in net interest income is dependent upon balance sheet growth and maintaining or increasing the net interest margin, which is calculated as net interest income as a percentage of average interest-earning assets. The Company also generates revenue through fees earned on the various services and products offered to its customers and through gains on sales of assets, generally the guaranteed portion of SBA and USDA loans. Offsetting these revenue sources are provisions for credit losses, non-interest expenses and income taxes.

The following table presents a summary of the Company's earnings and selected performance ratios:

	Years Ended December 31,	
(Dollars in thousands, except per share data)	**2023**	**2022**
Net Income	$ 10,920	$ 10,868
Diluted Earnings Per Share	$ 0.84	$ 0.84
Return on Average Assets	1.51%	1.68%
Return on Average Equity	11.78%	13.42%
Net Interest Margin	5.55%	4.10%
Non-Performing Assets to Total Assets	0.69%	0.09%
Net Charge-Off to Average Loans	0.17%	0.17%

For the years ended December 31, 2023 and 2022, the Company experienced strong balance sheet growth, primarily driven by increases in commercial real estate loans (due to both organic growth and the repurchase of the guaranteed portion of certain SBA loans previously sold) and interest-bearing deposits. The Company also experienced favorable volume and rate-driven increases in net interest income, which was partially offset by higher funding costs.

Financial highlights for the year ended December 31, 2023 are presented below:

- Net income of $10.9 million and diluted earnings per share of $0.84
- Net interest margin of 5.55%
- Gross loan growth of $221.2 million, or 59%
- Loans sold of $143.6 million, a decrease of $91.5 million or 39% compared to $235.1 million of loans sold during the year ended December 31, 2022
- Gain on sale of loans of $5.6 million, a decrease of $7.9 million or 59% compared to $13.5 million of gain on sale of loans for the year ended December 31, 2022
- On-balance sheet guaranteed loans totaled $205.0 million as of December 31, 2023 compared to $37.6 million at December 31, 2022
- Non-performing assets of $6.3 million at December 31, 2023, representing 0.69% of total assets compared to $598 thousand of non-performing assets at December 31, 2022

Business Strategy

The Company's primary business strategy is to be a forward-thinking provider of tailored financial solutions designed to create opportunities and meet the needs of our employees, customers, and communities while creating lasting value for our stockholders through the operation of a successful, people-focused institution. GBFH differentiates itself from its competitors by striving to provide Your Best Banking Experience, Ever! ® through personalized service, priority service, availability, and innovative solutions. Highlights of our current business strategy include:

- **Continued focus on growth and enhancement of our government guaranteed lending.** Historically, our primary lending focus has been the origination of commercial real estate loans partially guaranteed by the U.S. Small Business Administration. We intend to continue to expand this portfolio of loans by hiring and developing experienced lending personnel to increase our presence not only within our market area, but also nation-wide, while maintaining a high level of asset quality through the utilization of conservative underwriting standards.
- **Targeted expansion of our Gaming FinTech relationships.** The Company, in partnership with BankCard Services, LLC ("BCS"), will continue to identify and develop tools and resources necessary to scale and innovate within the payments industry.
- **Maintaining a strong emphasis on the continued development of the Company's Credit Card portfolio.** The Company will continue to market its GBank Visa Signature ® card throughout the local market area and nationwide through marketing referral agreements and other strategic partnerships.
- **Increase core deposits with an emphasis on non-interest bearing deposits.** As the main source of funding for lending and investment, the Company is committed to increasing low-cost deposits while minimizing reliance on higher-cost certificates of deposit to facilitate margin expansion. We are dedicated to growing core deposits by utilizing our business development officers and fostering our commercial lending and retail relationships.
- **Recruiting, retaining, and investing in top talent and personnel.** During the periods presented, GBank has appointed a Chief Operating Officer and a Chief Risk Officer to its executive management team to support and facilitate the Company's growth. Given our strong capital levels and expansion strategy, we believe we have the ability to continue to opportunistically hire talented individuals and develop top performers to facilitate the future successes of the Company.

Critical Accounting Policies

In preparing the Company's Consolidated Financial Statements, accounting policies are applied that require significant judgment and estimates, which can materially impact the Company's financial position and results of operations. The following are the critical accounting policies that have the most significant impact on the Company's financial statements because they require significant judgments and assumptions about highly complex and inherently uncertain matters. The use of reasonably different estimates and assumptions could have a material impact on our results of operations or financial condition.

For further information about the Company's accounting policies, see Note 1 to our consolidated financial statements appearing elsewhere in this Form S-1.

Allowance for Credit Losses

The allowance for credit losses reflects management's best estimate of credit losses over the remaining life of the loan portfolio and is presented as a valuation account deducted from the loan portfolio's amortized cost basis to present the net amount expected to be collected on the loans.

The allowance for credit losses is measured on a collective (pool) basis when similar risk characteristics exist. GBank has segregated its held-for-investment loan portfolio into segments based on federal call report codes which classify loans based on the primary collateral supporting the loan. The segments are reviewed by management no less than annually to ensure instruments are properly segregated into groups having similar risk characteristics and new segments may be required as the Company offers new loan products.

The Company's loan portfolio includes certain loans which are partially guaranteed by the U.S. Small Business Administration. CECL does not require an entity to measure expected credit losses on an instrument, or pool of instruments, if historical information adjusted for current conditions and reasonable and supportable forecasts result in zero expected credit losses in all scenarios. The guaranteed portion of the loan pools range from 75 percent to 90 percent. For purposes of the assessment of credit losses, Company management ascertains the guaranteed portion of these loans has zero repayment risk due to the full guarantee of the U.S. government.

The Company measures the allowance for credit losses using the average charge-off method and calculates an estimate of expected credit losses based on actual losses incurred during a historic look-back period. The Company has chosen to use the historic losses of similarly insured institutions for each of its loan segments with the exception of commercial real estate loans for which Company management has defined a custom peer group of institutions having a large focus on government guaranteed lending.

To account for the model's quantitative limitations when estimating credit losses, management also considers certain qualitative adjustments, including considerations of:

- changes in lending policies, underwriting standards, and collection practices
- changes in economic and business conditions
- changes in volume and severity of past due and adversely classified loans, including nonaccrual volume
- changes in nature, volume, and terms of loans
- changes in the experience, ability, and depth of lending management and staff
- changes in underlying collateral values
- effect of concentrations (loan types) as a percentage of capital
- changes in the quality of the loan review system
- effects of other factors (unemployment, loss of benefits, depreciation, loss of net worth, etc.)

GBank considers financial assets on an individual basis when the financial asset has unusual risk characteristics not matching an existing segment and may assign a specific reserve to the financial asset having unusual risk characteristics. The specific reserve component is calculated as the Company's evaluation of credit loss on individually evaluated loans based on the fair value of the collateral less estimated selling costs if collateral dependent or based on the present value of expected future cash flows discounted at the loan's initial effective interest rate if not collateral dependent. The majority of the Company's loans subject to individual evaluation are considered collateral dependent. The Company uses the practical expedient as permitted under ASC 326 to measure individually evaluated loans as collateral dependent and/or when repayment is expected to be provided substantially through the operation or sale of the collateral. Expected credit losses are based on the fair value at the reporting date, adjusted for selling costs as appropriate. For collateral dependent loans, credit loss is measured as the difference between the amortized cost basis in the loan and the fair value of the underlying collateral. The fair value of the collateral is adjusted for the estimated cost to sell if repayment or satisfaction of a loan is dependent on the sale (rather than only on the operation) of the collateral.

Deferred Tax Assets and Liabilities

Deferred tax assets and liabilities are recognized based on temporary differences between the GAAP and tax bases of assets and liabilities. Management assesses the realizability of deferred tax assets, considering factors such as future taxable income and tax planning strategies. Significant judgment is required to evaluate whether it is more likely than not that deferred tax assets will be realized. Changes in tax laws or the Company's business operations may affect the assessment and the amount of deferred tax assets and liabilities.

Emerging Growth Company

Pursuant to the JOBS Act, an emerging growth company is provided the option to adopt new or revised accounting standards that may be issued by the Financial Accounting Standards Board ("FASB") or the SEC either (i) within the same periods as those otherwise applicable to non-emerging growth companies or (ii) within the same time periods as private companies. We have irrevocably elected to adopt new accounting standards within the public company adoption period.

Although we are still evaluating the JOBS Act, we may take advantage of some of the reduced regulatory and reporting requirements that are available to it so long as we qualify as an emerging growth company, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation, and exemptions from the requirements of holding non-binding advisory votes on executive compensation and golden parachute payments.

Results of Operations – Year Ended December 31, 2023 vs. Year Ended December 31, 2022

Overview

Net income was $10.9 million, or $0.84 per diluted share, for each of the years ended December 31, 2023 and 2022.

Net interest income increased 50% to $38.1 million for the year ended December 31, 2023, compared to $25.3 million for the year ended December 31, 2022. The positive growth within net interest income was driven by rate increases on adjustable-rate loans, securities, and other liquid assets, as well as loan growth.

The provision for credit losses was $1.1 million for the year ended December 31, 2023 compared to $1.3 million for the year ended December 31, 2022. The allowance for credit losses was $7.1 million at December 31, 2023 compared to $6.9 million at December 31, 2022. Additional discussion of the provision for credit losses is included under the heading *Provision Expense and Allowance for Credit Losses - Loans.*

Noninterest income decreased $8.8 million or 53% to $7.7 million for the year ended December 31, 2023, compared to $16.5 million for the twelve months ended December 31, 2022. The decrease was primarily attributable to a decrease in gain on sale of government guaranteed loans of $7.9 million year-over-year due to reduced sale volume and less favorable pricing when comparing 2023 to 2022.

Noninterest expense increased $4.7 million or 18% to $31.2 million for the year ended December 31, 2023, compared to $26.4 million for the same period of 2022. The increase was largely driven by higher salaries and benefits expense due to an increase in full-time equivalent ("FTE") employees from 146 FTE employees at December 31, 2022 to 163 FTE employees at December 31, 2023.

On December 31, 2023, total assets were $918.4 million, an increase of $239.7 million or 35% compared to total assets of $678.7 million as of December 31, 2022. Asset growth during 2023 occurred primarily in the commercial loan portfolio and was funded primarily by an increase in deposits.

Beginning in third quarter 2023, the Company (i) elected to retain $47.5 million of originated guaranteed loans, and (ii) initiated a program whereby GBank repurchased $106.1 million of the guaranteed portions of previously sold SBA loans. The balance of guaranteed loans at December 31, 2023 was $205.0 million, representing 30.0% of gross loans. Comparatively, at December 31, 2022, the Company had $37.6 million of guaranteed loan balances representing 9.2% of gross loans.

Return on average assets for the years ended December 31, 2023 and 2022 was 1.51% and 1.68%, respectively. Return on average equity for the years ended December 31, 2023 and 2022 was 11.78% and 13.38%, respectively.

Net Interest Income and Net Interest Margin

Net interest income is calculated as the excess of interest earned from the Company's interest-bearing assets, such as loans and investments, and the interest expense incurred on interest-bearing liabilities, like deposits and borrowed funds. Net interest income represents the core earnings of the Company's primary activities of lending and investing, less the costs of obtaining funds.

Net interest margin is expressed as net interest income as a percentage of average earning assets and reflects the Company's ability to generate income from its interest-earning assets relative to the costs of funding those assets. Net interest income is affected by changes in interest rates, as well as composition and volume fluctuations in the average balances of interest-earning assets and interest-bearing liabilities.

Average balances, interest income or expense, and the interest yield or rate for the Company's interest-sensitive assets and liabilities are presented in the table below. Average balances are calculated on a daily basis. The Company had no tax equivalent adjustments for the years ended December 31, 2023 or 2022.

	For the Years Ended					
	December 31, 2023			December 31, 2022		
(Dollars in thousands)	Average Balance	Interest	Yield/ Rate	Average Balance	Interest	Yield/ Rate
ASSETS:						
Interest Bearing Deposits With Banks	$ 81,594	$ 4,448	5.45%	$ 181,208	$ 2,676	1.48%
Investment Securities:						
Taxable	106,684	4,435	4.16%	62,402	1,892	3.03%
Loans, Net (1)	495,042	42,143	8.51%	372,202	24,096	6.47%
Federal Home Loan Bank Stock	2,824	257	9.10%	1,782	107	6.00%
Total Earning Assets	686,144	51,283	7.47%	617,594	28,771	4.66%
Cash and Due From Banks	6,051			5,071		
Other Assets	30,679			22,796		
Total Assets	722,874			$ 645,461		
LIABILITIES & STOCKHOLDERS' EQUITY:						
Deposits:						
Interest-bearing Demand	$ 72,252	$ 1,561	2.16%	$ 56,282	$ 404	0.72%
Money Market and Savings	147,703	4,523	3.06%	147,940	1,149	0.78%
Certificates of Deposit	123,838	5,623	4.54%	63,222	725	1.15%
Total Interest-Bearing Deposits	343,793	11,707	3.41%	267,444	2,278	0.85%
Short-Term Borrowings	6,166	339	5.50%	-	-	0.00%
Subordinated Debentures	25,974	1,142	4.40%	25,895	1,145	4.42%
Total Interest-Bearing Liabilities	375,933	13,188	3.51%	293,339	3,423	1.17%
Noninterest-bearing Deposits	239,358			260,516		
Other Liabilities	14,886			10,621		
Stockholders' Equity	92,697			80,985		
Total Liabilities & Stockholders' Equity	$ 722,874			$ 645,461		
Net Interest Income		$ 38,095			$ 25,348	
Total Yield on Earning Assets			7.47%			4.66%
Cost of Interest-Bearing Liabilities			3.51%			1.17%
Average Interest Spread			3.96%			3.49%
Net Interest Margin			5.55%			4.10%

(1) Balances of non-accrual loans of $2.7 million at December 31, 2023 and $598 thousand at December 31, 2022 are included in the average loan balances for each year, respectively.

For the year ended December 31, 2023, GBFH's net interest margin was 5.55% versus 4.10% for the year ended December 31, 2022. During 2023, net interest income increased $12.7 million or over 50% compared to 2022. Interest income increased $7.9 million as the result of a $68.6 million increase in average interest-earning assets in 2023 compared to 2022. Additionally, interest income increased $14.6 million as the result of a 281 basis point increase in the yield on interest-earning assets in 2023 compared to 2022 due to rate increases on adjustable-rate loans, securities, and other liquid assets driven by four rate increases initiated by the Federal Open Market Committee ("FOMC") during 2023. Contributing to the increase in yield was a shift in the composition of interest-earning assets, as interest bearing deposits with banks were utilized to fund loan growth, evidenced by an increase in the average balance of loans of $122.8 million year-over-year, and fund investment security purchases, as the average balance of investment securities increased $44.2 million year-over-year.

These favorable increases were partially offset by an increase in funding costs and growth in average interest-bearing liabilities to fund interest-earning asset growth. The increase in funding costs was largely driven by an increase in interest expense primarily driven by higher rates paid on interest bearing deposits to maintain competitive pricing as a result of the previously mentioned rate increases of the FOMC.

The following table presents the effects of changing rates and volumes on net interest income for the periods indicated. The rate column shows the effects attributable to changes in rate (changes in rate multiplied by prior volume). The volume column shows the effects attributable to changes in volume (changes in volume multiplied by prior rate). The net column represents the sum of the prior columns. For purposes of this table, changes attributable to both rate and volume, which cannot be segregated, have been allocated to volume.

	Years Ended December 31, 2023 vs. December 31, 2022		
	Increase (Decrease)		
(Dollars in thousands)	**Volume**	**Rate**	**Net**
INTEREST INCOME:			
Interest Bearing Deposits With Banks	$ (1,471)	$ 3,243	$ 1,772
Investment Securities:			
Taxable	1,343	1,200	2,543
Loans, Net	7,953	10,094	18,047
Federal Home Loan Bank Stock	63	87	150
Total Interest Income	7,888	14,624	22,512
INTEREST EXPENSE:			
Interest Bearing Deposits:			
Interest-bearing Demand	115	1,042	1,157
Money Market and Savings	(2)	3,376	3,374
Certificates of Deposit	695	4,203	4,898
Total Interest-Bearing Deposits	808	8,621	9,429
Short-Term Borrowings	339	-	339
Subordinated Debentures	3	(6)	(3)
Total Interest Expense	1,150	8,615	9,765
NET INTEREST INCOME	$ 6,738	$ 6,009	$ 12,747

Provision Expense and Allowance for Credit Losses - Loans

During the first quarter of 2023, the Company adopted Accounting Standards Update ("ASU") No. 2016-13 Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASC 326"), and all related amendments, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the Allowance for Credit Losses methodology (also known as the Current Expected Credit Losses methodology or "CECL").

For the year ended December 31, 2023, the Company recorded a $1.1 million provision for credit losses, compared to $1.3 million for the year ended December 31, 2022. The allowance for credit losses was $7.1 million at December 31, 2023, compared to $6.9 million at December 31, 2022. The allowance for credit losses to total net loans was 1.19% at December 31, 2023, compared to 1.84% at December 31, 2022, with the decrease reflecting the larger balance of held for investment guaranteed loans when compared to prior periods.

Net charge-offs of $864 thousand were recorded during the twelve months ended December 31, 2023, compared to $637 thousand for the same period of 2022. The net charge-offs recorded during 2023 were recorded on three loan relationships comprised of four loans.

A summary of the ratio of net charge-offs (recoveries) to total average gross loans outstanding is presented in the table below.

(Dollars in thousands)	Net charge-offs (Recoveries)	Average Gross Loans Outstanding(1)	Ratio of Net Charge-offs (Recoveries) to Total Average Gross Loans Outstanding
Year Ended December 31, 2023			
Commercial and industrial	$ 199	$ 33,548	0.593%
Commercial real estate	665	434,656	0.153
Construction and land development	-	541	-
Multifamily	-	17,048	-
Single Family Sr. Lien	-	8,246	-
Single Family Jr. Lien	-	3,219	-
Single Family HELOC	-	407	-
Consumer	-	247	-
Total	$ 864	$ 497,912	0.174%
Year Ended December 31, 2022			
Commercial and industrial	$ -	$ 28,406	-%
Commercial real estate	637	315,010	0.202
Construction and land development	-	8,853	-
Multifamily	-	15,281	-
Single Family Sr. Lien	-	6,863	-
Single Family Jr. Lien	-	1,194	-
Single Family HELOC	-	406	-
Consumer	-	115	-
Total	$ 637	$ 376,128	0.169%

(1) Average balance do not include deferred fees and costs and discount.

Noninterest Income

The following table presents the components of total noninterest income for each of the past two years.

	Years Ended December 31,			
(Dollars in thousands)	2023	2022	$ Variance	% Variance
Gain on sale of loans	$ 5,568	$ 13,546	$ (7,978)	(58.9)
Loan servicing income	1,081	1,295	(214)	(16.5)
Service charges and fees	164	250	(86)	(34.4)
Other income	866	1,377	(511)	(37.1)
Total Noninterest Income	$ 7,679	$ 16,468	$ (8,789)	(53.4)

Gain on sale of loans decreased 59% to $5.6 million for the year ended December 31, 2023, compared to $13.5 million during the twelve months ended December 31, 2022. Average pretax gain on loan sales as a percentage of the loan originated decreased to 3.88% for the year ended December 31, 2023, compared to 5.76% for the same period of 2022. The year-over-year decrease is the result of both (i) a reduction in the sale price of government guaranteed loans that has resulted from the interest rate increases implemented by the FOMC and from changing market conditions, and (ii) a decrease in overall loan sales volume. While the reduction in loan sale pricing has impacted the Company, the retention of more originated loans, as well as the Company's liquidity position, have supported earnings during the period.

For the year ended December 31, 2023, loan servicing income decreased 17% to $1.1 million, compared to $1.3 million for the year ended December 31, 2022. The decrease in loan servicing income compared to prior periods resulted from the write-off of certain servicing assets relating to the repurchase of the guaranteed portions of previously sold SBA loans.

Other noninterest income totaled $866 thousand for the year ended December 31, 2023, a decrease of 37% when compared to $1.4 million during the twelve months ended December 31, 2022. This variance was primarily driven by a decrease in FinTech revenue related to less FinTech-related deposit and transaction volume when compared to the same period of 2022.

Noninterest Expense

The following table presents the components of total noninterest expense for each of the past two years.

	Years Ended December 31,			
(Dollars in thousands)	**2023**	**2022**	**$ Variance**	**% Variance**
Salaries and employee benefits	$ 19,797	$ 16,870	$ 2,927	17.4
Data processing	3,077	3,329	(252)	(7.6)
Occupancy expense	1,636	1,572	64	4.1
Legal and professional fees	2,112	1,480	632	42.7
Loan related costs	835	420	415	98.8
Audits and exams	536	220	316	143.6
Advertising and marketing	344	129	215	166.7
FDIC insurance	291	167	124	74.3
Other	2,528	2,249	279	12.4
Total Noninterest Expense	$ 31,156	$ 26,436	$ 4,720	17.9

For the year ended December 31, 2023, noninterest expense increased 18% to $31.2 million, compared to $26.4 million for the year ended December 31, 2022.

For the year ended December 31, 2023, salaries and employee benefits increased 17% to $19.8 million, compared to $16.9 million for the year ended December 31, 2022. The increase was primarily driven by an increase in full-time equivalent employees to 163 on December 31, 2023, compared to 146 for the same period of 2022. Staff additions were made to support the Company's future growth primarily in the following areas: (i) government guaranteed team staff additions to support continued loan growth, (ii) addition of commercial bankers to drive expansion within our conventional lending and deposit portfolios, (iii) staff additions to support the launch of the Company’s credit card program, and (iv) technology employees added to facilitate and maintain technology upgrades implemented in the preceding eighteen months.

Legal and professional fees totaled $2.1 million for the year ended December 31, 2023, an increase of $632 thousand or 43% when compared to $1.5 million during the year ended December 31, 2022. The increase was primarily due to legal fees related to the BCS transaction which settled during the second quarter of 2024, and legal and consulting fees relating to the establishment of the GBank credit card product during the second quarter of 2023.

For the year ended December 31, 2023, audits and exam expense totaled $536 thousand, an increase of over 140% or $316 thousand when compared to the year ended December 31, 2022. This increase was largely driven by (i) increased audit scope due to growth of the organization, (ii) costs surrounding procedures relating to the implementation of CECL during the year, and (iii) increased tax return preparation expenses due to new state tax return obligations.

FDIC insurance expense was $291 thousand for the year ended December 31, 2023, an increase of $124 thousand or 74% compared to $167 thousand for the year ended December 31, 2022. The increased FDIC assessment aligns with the year-over-year growth of the average assets of GBank on which the assessment is based.

For the year ended December 31, 2023, other noninterest expense totaled $2.5 million, an increase of $279 thousand or 12% compared to $2.2 million for the year ended December 31, 2022. The year-over-year increase was the result of growth within the organization, with increases reflected across several categories of expense including supplies, business development, employee relations, and other costs.

Income Taxes

Income tax expense was $2.6 million for the year ended December 31, 2023, a decrease of 18% or $559 thousand compared to $3.2 million for the year ended December 31, 2022. The decrease in income tax expense is primarily due to decreased pre-tax earnings. The effective tax rate for the year ended December 31, 2023 was 19.3% compared to 22.6% for the year ended December 31, 2022. This decrease in the effective tax rate was primarily due to a non-recurring adjustment to release certain prior period accruals for income taxes.

Comparison of Financial Condition –December 31, 2023 and December 31, 2022

Total Assets

At December 31, 2023, total assets increased 35% to $918.4 million compared to $678.7 million at December 31, 2022 primarily due to an increase in net loans of $226.4 million and an increase in loans held for sale of $51.9 million. These increases were partially offset by a decrease in cash and cash equivalents of $38.5 million.

Cash and Cash Equivalents

Cash and cash equivalents decreased 28% from $136.4 million at December 31, 2022 to $97.9 million at December 31, 2023 as cash outflows to fund loan growth more than offset the cash inflows from deposit growth over the twelve month period.

Investments

The Company maintains an investment security portfolio to generate income through interest and potential sales, manage liquidity for funding needs, support interest rate risk management, and meet regulatory requirements for high-quality liquid assets.

The investment security portfolio is comprised of held-to-maturity securities recorded at amortized cost and available for sale securities recorded at fair value. Held-to-maturity securities decreased $6.8 million to $97.7 million as of December 31, 2023, as compared to $104.5 million as of December 31, 2022. Available-for-sale securities decreased $318 thousand or 11%, from $3.0 million at December 31, 2022 to $2.7 million at December 31, 2023.

The following table presents the maturity composition and the weighted average yields of the investment portfolio as of December 31, 2023. Estimated maturities for U.S. Treasuries are based on either call date (for those purchased at a premium) or the final maturity date (for those purchased at a discount). Mortgage-backed security maturities are based on paydown trends in the most recent three-month period. Expected maturities may differ from contractual maturities if borrowers have the right to call or prepay obligations with or without call or prepayment penalties. Weighted-average yield is calculated based on the amortized cost of each security.

(Dollars in thousands)	Maturing							
	One Year or Less		After One Year Through Five Years		After Five Years Through Ten Years		After Ten Years	
As of December 31, 2023	**Amount**	**Weighted Average Yield**	**Amount**	**Weighted Average Yield**	**Amount**	**Weighted Average Yield**	**Amount**	**Weighted Average Yield**
Available for sale securities, at fair value:								
Residential mortgage-backed securities	$ 22	1.71%	$ 187	1.89%	$ 1,394	6.03%	$ 1,057	1.93%
Total available for sale securities	$ 22	1.71%	$ 187	1.89%	$ 1,394	6.03%	$ 1,057	1.93%
Held to maturity securities, at amortized cost:								
U.S. Treasury	54,762	3.02%	-	-	-	-	-	-
Residential mortgage-backed securities	-	-	5,523	6.35%	37,434	5.87%	-	-
Total held to maturity securities	$ 54,762	3.02%	$ 5,523	6.35%	$ 37,434	5.87%	$ -	-

Loans

Total loans net of deferred fees and costs increased 62% to $594.4 million, compared to $368.0 million for the same period of 2022. Year-to-date through December 31, 2023, total loan originations, including government guaranteed and non-guaranteed commercial loans, increased 3% to $393.6 million, compared to $383.6 million for the same period of 2022.

The following table presents the ending balance of gross loans outstanding, by type.

(Dollars in thousands)	December 31, 2023		December 31, 2022	
	Balance	Percent of Total Loans	Balance	Percent of Total Loans
Commercial and industrial	$ 41,176	6.9%	$ 29,988	8.1%
Commercial real estate	521,642	87.9	315,474	84.7
Construction and land development	398	0.1	400	0.1
Multifamily	17,069	2.9	15,165	4.1
Single Family Sr. Lien	9,159	1.5	6,892	1.9
Single Family Jr. Lien	3,212	0.5	3,225	0.9
Single Family HELOC	409	0.1	597	0.1
Consumer	422	0.1	519	0.1
Gross loans	593,487	100.0%	372,260	100.0%
Net deferred loan costs	7,148		4,396	
Unamortized discount	(6,275)		(8,649)	
Net investment	594,360		368,007	
Allowance for credit losses	(7,088)		(6,860)	
Loans, net of allowance	$ 587,272		$ 361,147	

Beginning in the third quarter of 2023, the Company began to repurchase previously sold guaranteed SBA loans by initiating a change in loan terms with certain borrowers, at the borrowers' option, to convert variable loans to five-year fixed rate loans at lower current interest rates. This activity resulted in the repurchase of $106.1 million of US government guaranteed loan balances within the commercial and industrial and commercial real estate segments during the year ended December 31, 2023.

As of December 31, 2023 and 2022, Paycheck Protection Program ("PPP") loans totaling $105 thousand and $135 thousand, respectively, were included in the Commercial and Industrial category and are fully guaranteed by the SBA. There is no allowance for credit loss allocated to PPP loan balances.

Net deferred loan costs represent the costs incurred to originate loans, net of fees paid by the borrower, which are measured and recorded at the date the loan is originated. The unamortized discount relates to the retained portion of government guaranteed loans and is based on the relative fair value of the retained loan as calculated by an independent consulting firm. Loan costs and discount are amortized over the life of the loan and are recorded as an adjustment to interest income on the loan.

Loans held for sale totaled $89.4 million at December 31, 2023 and consisted of commercial real estate and commercial and industrial loans. Loans held for sale totaled $37.4 million at December 31, 2022 and consisted of commercial real estate, commercial and industrial, and construction and land development loans. The balance of unguaranteed portions to be retained are reported as held for investment.

Maturity distribution by contractual maturity date and rate sensitivity information related to the loan portfolio is reflected in the table below.

(Dollars in thousands) **As of December 31, 2023**	**One Year and Less**	**One to Five Years**	**Five to Fifteen Years**	**Over Fifteen Years**	**Total**
Commercial and industrial	$ 18,831	$ 7,181	$ 15,164	$ -	$ 41,176
Commercial real estate	4,464	27,072	120,321	369,785	521,642
Construction and land development	-	-	-	398	398
Multifamily	-	13,360	3,709	-	17,069
Single Family Sr Lien	5,493	775	2,891	-	9,159
Single Family Jr Lien	712	2,500	-	-	3,212
Single Family HELOC	-	-	-	409	409
Consumer	417	-	-	5	422
Total loans held in portfolio	**$ 29,917**	**$ 50,888**	**$ 142,085**	**$ 370,597**	**$ 593,487**
Predetermined (fixed) interest rates:					
Commercial and industrial	$ 2,109	$ 5,018	$ 5,556	$ -	$ 12,683
Commercial real estate	1,892	20,774	17,778	9,601	50,045
Construction and land development	-	-	-	-	-
Multifamily	-	13,360	1,364	-	14,724
Single Family Sr Lien	2,361	-	-	-	2,361
Single Family Jr Lien	712	-	-	-	712
Single Family HELOC	-	-	-	-	-
Consumer	-	-	-	-	-
Total predetermined (fixed) interest rates	**7,074**	**39,152**	**24,698**	**9,601**	**80,525**
Floating interest rates:					
Commercial and industrial	$ 16,722	$ 2,163	$ 9,608	$ -	$ 28,493
Commercial real estate	2,572	6,298	102,543	360,184	471,597
Construction and land development	-	-	-	398	398
Multifamily	-	-	2,345	-	2,345
Single Family Sr Lien	3,132	775	2,891	-	6,798
Single Family Jr Lien	-	2,500	-	-	2,500
Single Family HELOC	-	-	-	409	409
Consumer	417	-	-	5	422
Total floating interest rates	**22,843**	**11,736**	**117,387**	**360,996**	**512,962**
Total fixed and floating interest rates	**$ 29,917**	**$ 50,888**	**$ 142,085**	**$ 370,597**	**$ 593,487**

Credit Quality, Credit Risk, and Allowance for Credit Losses

During the first quarter of 2023, the Company adopted ASU 2016-13 *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the Allowance for Credit Losses methodology. Results for reporting periods beginning after January 1, 2023, are presented under ASC 326, while prior period amounts continue to be reported in accordance with previously applicable GAAP.

In accordance with CECL guidance, the Company has grouped its loan portfolio into segments with similar risk characteristics based on factors such as loan type, credit risk profile, borrower characteristics, and other relevant attributes that influence the risk of default. By dividing loans into these segments, the Company can apply more tailored loss estimation techniques that reflect the specific credit risks associated with each segment.

Evaluations of the Company's loan portfolio, its segments, and individual credits are inherently subjective and require significant judgements dependent on the circumstances at the time of the evaluation. As such, current period results are not an indication of future performance, and future evaluations may result in substantial changes to the allowance for credit losses and related provision expense as a result of changing economic conditions, asset quality, or loan portfolio composition in future periods.

For more information on the Company's allowance for credit losses methodology, including the quantitative and qualitative factors used in the calculation, please see "Note 1 – Nature of Business" and "Note 4 – Loans and Allowance for Credit Losses – Loans" within Notes to Consolidated Financial Statements.

The following table represents the allowance for credit loss as a percentage of total loans:

(In Thousands)

As of December 31, 2023	Total ACL - Loans	Total Loans	% of Total Loans Outstanding	Allowance as a % of Loan Category
Commercial and industrial	$ 295	$ 41,176	6.9%	0.7%
Commercial real estate	6,558	521,642	87.9	1.3
Construction and land development	13	398	0.1	3.3
Multifamily	102	17,069	2.9	0.6
Single Family Sr Lien	41	9,159	1.5	0.4
Single Family Jr Lien	33	3,212	0.5	1.0
Single Family HELOC	6	409	0.1	1.5
Consumer	40	422	0.1	9.5
Total	$ 7,088	$ 593,487	100.0%	1.2%

The following table presents the most comparable required information in accordance with previously applicable GAAP regarding activity in and the composition of the allowance for credit losses as a percentage of total loans for the year ended December 31, 2022:

(In Thousands)

As of December 31, 2022	Total ACL - Loans	Total Loans	% of Total Loans Outstanding	Allowance as a % of Loan Category
Commercial and industrial	$ 432	$ 29,988	8.1%	1.4%
Commercial real estate	6,072	315,474	84.7	1.9
Construction and land development	10	400	0.1	2.5
Residential real estate	346	25,879	7.0	1.3
Consumer	-	519	0.1	-
Total	$ 6,860	$ 372,260	100.0%	1.8%

The allowance for credit losses increased from $6.9 million at December 31, 2022 to $7.1 million at December 31, 2023 primarily due to an increase in non-government guaranteed loan balances year-over-year. The allowance as a percentage of loan balances decreased from 1.8% at December 31, 2022 to 1.2% at December 31, 2023 with the decrease reflecting the larger balance of held for investment guaranteed loans when compared to prior periods.

The following table presents non-performing assets and related ratios as of the periods presented.

	Years Ended December 31,	
(Dollars in thousands)	2023	2022
Non-performing assets:		
Total nonaccrual loans	$ 2,688	$ 598
Loans 90 days past due and accruing	3,610	-
Total non-performing loans	6,298	598
Other real estate owned	-	-
Total non-performing assets	$ 6,298	$ 598
Non-performing assets to gross loans	1.06%	0.16%
Nonaccrual loans to gross loans	0.45%	0.16%
ACL to nonaccrual loans	263.69%	1147.16%
ACL to gross loans	1.19%	1.84%
Net chargeoffs to gross loans	0.15%	0.17%

The Company had $6.3 million of non-performing loans as of December 31, 2023, compared to $598 thousand of non-performing loans as of December 31, 2022. The increase in non-performing loans is attributable to one loan relationship, of which $2.0 million is guaranteed by the SBA, and one accruing loan that is 90 days past due of $3.6 million, of which $2.7 million is guaranteed by the SBA. ACL to gross loans was 1.19% at December 31, 2023 compared to 1.84% at December 31, 2022. This decrease was primarily driven by a larger balance of held-for-investment guaranteed loans at December 31, 2023 due to the repurchase of $106.1 million of US government guaranteed loan balances within the commercial and industrial and commercial real estate segments during the year ended December 31, 2023.

The Company had no other real estate owned as of December 31, 2023 or December 31, 2022.

Operating Lease Right of Use Asset

The operating lease right of use asset increased $2.4 million from $2.9 million at December 31, 2022 to $5.3 million at December 31, 2023 due to the renewal of one lease and the amendment of an unrelated lease, resulting in extended lease terms.

Loan Servicing Assets

Loan servicing assets decreased $2.3 million from $9.4 million at December 31, 2022 to $7.1 million at December 31, 2023 primarily due to reductions from both (i) amortization and early loan payoffs of $4.8 million, and (ii) write-off relating to the repurchase of the guaranteed portions of previously sold SBA loans of $762 thousand during the year ended December 31, 2023. These reductions were partially offset by the addition of servicing rights relating to loans sold of $3.2 million during the twelve months ended December 31, 2023.

Other Assets

Other assets were $13.1 million at December 31, 2023, an increase of $5.5 million or 71% when compared to $7.6 million at December 31, 2022. This change is commensurate with the growth of the organization and was driven by increases in prepaid assets, loan interest receivable, and other miscellaneous receivables.

Total Liabilities

The Company's total liabilities increased $228.0 million or 39% to $820.0 million at December 31, 2023 compared to $592 million at December 31, 2022. The increase in total liabilities was primarily attributable to an increase in total deposits of $190 million with the largest increases within time deposits and savings accounts. Contributing to the increase was $30 million of short-term borrowings executed to provide funding for loan growth.

Deposits and Other Funding Sources

Total deposits increased 34% to $745.7 million, compared to $555.4 million for the same period of 2022. Year-to-date decreases in non-interest bearing deposits were offset by increases in time deposits, savings deposits, and interest-bearing demand deposits. The increase in time deposit includes the addition of approximately $82 million of brokered deposits since December 31, 2022.

The following table presents the average balances of deposits by type and the related average interest rates for the periods presented:

	Years Ended			
	December 31, 2023		December 31, 2022	
(Dollars in thousands)	Balance	Rate	Balance	Rate
Noninterest-bearing Deposits	$ 239,358	-%	$ 260,516	-%
Interest-bearing Demand	72,252	2.16	56,282	0.72
Money Market and Savings	147,703	3.06	147,940	0.78
Certificates of Deposit	123,838	4.54	63,222	1.15
	$ 583,151	2.01%	$ 527,960	0.43%

Federal Deposit Insurance Corporation ("FDIC") deposit insurance covers $250 thousand per depositor, per FDIC-insured bank, for each account ownership category. As of December 31, 2023, uninsured deposits were approximately $288.5 million compared to $327.8 million as of December 31, 2022.

The maturities of time deposits over $250 thousand as of December 31, 2023 were as follows:

(Dollars in thousands)	December 31, 2023
Three months or less	$ 5,374
Over three months to six months	5,151
Over six months to twelve months	13,776
Over twelve months	14,165
	$ 38,466

Short-term Borrowings and Subordinated Debt

Short-term borrowings were $30 million as of December 31, 2023 consisting entirely of one borrowing arrangement maturing in January 2024 and executed with the Federal Reserve Bank of San Francisco.

The Company had no short-term borrowings as of December 31, 2022.

Subordinated debt totaled $26.0 million as of December 31, 2023 compared to $25.9 million as of December 31, 2022. See "Note 8 - Subordinated Debt, Other Borrowings, and Available Lines of Credit", within Notes to Consolidated Financial Statements.

Operating Lease Liability

Operating lease liability increased $2.5 million, from $3.0 million at December 31, 2022 to $5.5 million at December 31, 2023 primarily due to the renewal of one lease and the amendment of an unrelated lease, resulting in extended lease terms.

Other Liabilities

Other liabilities totaled $12.7 million at December 31, 2023, an increase of $5.2 million or 69% when compared to $7.6 million at December 31, 2022. This increase was driven by (i) higher accrued interest payable due to volume and rate increases within interest-bearing deposits, and (ii) increases in accrued expenses and other liabilities to support growth within the organization.

Stockholders' Equity and Capital

Stockholders' equity increased 13% to $98.4 million compared to $86.8 million for the same period of 2022 with this increase driven by the net income generated over the previous twelve months.

The sufficiency of a bank's capital to cover its risk exposures and absorb potential losses, and thus ensuring stability and solvency, is a key element of capital adequacy. Regulatory frameworks set minimum capital requirements that are typically expressed as a percentage of the bank's risk-weighted assets and include common equity tier 1, tier 1, and total capital ratios. These minimum capital requirements have been established so that banks maintain a buffer of capital to protect against financial shocks, sustain operations during economic downturns, and safeguard depositors and the financial system as a whole.

On November 4, 2019, the federal banking agencies jointly issued a final rule that provides for an optional, simplified measure of capital adequacy, the community bank leverage ratio ("CBLR") framework, for qualifying community banking organizations, consistent with Section 201 of the Economic Growth, Regulatory Relief, and Consumer Protection Act. The final rule was effective on January 1, 2020 and allows qualifying community banking organizations to calculate a leverage ratio to measure capital adequacy. Banks opting into the CBLR framework are not required to calculate or report risk-based capital. The Company adopted the CBLR standards with its Call Report filed with the federal banking agencies for the quarter ended September 30, 2020.

Qualifying community banking organizations that elect to use the community bank leverage ratio framework and that maintain a leverage ratio of greater than 9 percent are considered to have satisfied the risk-based and leverage capital requirements in the agencies' generally applicable capital rule. Additionally, such insured depository institutions are considered to have met the well-capitalized ratio requirements for purposes of section 38 of the Federal Deposit Insurance Act.

The main components and requirements of the community bank leverage ratio framework are as follows:

- Tier 1 Capital Leverage ratio greater than 9 percent
- Less than $10 billion in average total consolidated assets
- Off-balance-sheet exposures of 25 percent or less of total consolidated assets
- Trading assets plus trading liabilities of 5 percent or less of total consolidated assets
- Not an advanced approaches banking organization

As of December 31, 2023 and 2022, the Company and GBank were in compliance with the CBLR requirements. The table below presents a summary of the main components and requirements of the CBLR for the periods ending December 31, 2023 and 2022.

(Dollars in thousands)	December 31, 2023	December 31, 2022
Bank Tier 1 Capital Leverage Ratio	14.06%	15.08%
Average Total Consolidated Assets	$ 835,610	$ 681,525
Off-Balance-Sheet Exposures	$ 26,823	$ 20,045
Ratio of Off-Balance-Sheet Exposures to Total Assets	2.93%	2.94%
Trading Assets	None	None
Advances Approaching Banking Organization	No	No

The Company's common equity to assets ratio was 10.7% as of December 31, 2023, compared to 12.8% as of December 31, 2022. The Company's book value per share was $7.72 as of December 31, 2023, an increase of 12.9% from $6.84 as of December 31, 2022.

Contractual Obligations

The Company’s aggregate contractual obligations to make future cash payments as of December 31, 2023 are presented in the table below.

		Payments Due by Period			
(Dollars in thousands)	Total	One Year or Less	One to Three Years	Three to Five Years	More Than Five Years
Operating lease obligations	$ 6,744	$ 986	$ 1,556	$ 1,407	$ 2,795
Certificates of deposit	274,742	184,985	64,456	25,301	-
Subordinated debt	26,013	-	-	-	26,013
	$ 307,499	$ 185,971	$ 66,012	$ 26,708	$ 28,808

Liquidity

Liquidity management encompasses the Company’s ability to meet its funding obligations at a reasonable cost. Maintaining an adequate level of liquidity depends on the Company’s ability to efficiently meet both expected and unexpected funding events without adversely affecting the daily operations or the financial condition of the Company.

The Company’s primary sources of funding are deposits, proceeds from the sale or maturity of investment securities, payments received on loans and mortgage-backed securities, loan sales, and borrowing capacity available from various correspondent banks.

The Company has a line of credit available from the FHLB of San Francisco. The unused borrowing capacity at December 31, 2023 and 2022 with the FHLB of San Francisco, as collateralized by qualifying securities and pledged loans, was approximately $117.8 million and $102.7 million, respectively. No draws have been made on the line and on December 31, 2023 and 2022 the balance was zero.

During 2023, GBank was approved to pledge loans under the Federal Reserve Bank’s Borrower-In-Custody (“BIC”) Program. As of December 31, 2023, the Company had pledged loans with an approximate carrying value of $422.4 million to the BIC Program and had unused borrowing capacity of $164.5 million.

As of December 31, 2023, the Company had one short-term FRB borrowing of $30.0 million executed under the BIC Program in October 2023 having a fixed interest rate of 5.5% maturing in January 2024.

Management reviews the Company’s liquidity position daily, and overall believes that the liquidity position of the Company is strong. On at least a quarterly basis, a comprehensive liquidity analysis is reviewed by the Asset Liability Committee and Board of Directors. The Company is not aware of any current trends, demands, commitments or events that are reasonably likely to result in a decrease in liquidity in the near term.

The Company’s Consolidated Statement of Cash Flows presents additional information regarding the sources and uses of cash for the year ended December 31, 2023. Operating activities resulted in a net decrease in cash of $37.6 million, primarily due to the origination of loans which more than offset cash inflows from loan sales. Investing activities resulted in a net decrease in cash of $221.2 million primarily due to the purchase of the guaranteed portion of loans previously sold. Financing activities resulted in a net increase to cash of $220.3 million, primarily due to a net increase in deposits during 2023.

Off-Balance Sheet Arrangements

The Company makes contractual commitments to extend credit and extends lines of credit which are subject to GBFH's credit approval and monitoring procedures. As of December 31, 2023, commitments to extend credit amounted to $33.5 million compared to $28.5 million as of December 31, 2022.

GBFH also issues standby letters of credit to its customers. The risk associated with standby letters of credit is essentially the same as the credit risk involved in loan extensions to customers. Standby letters of credit were $967 thousand at December 31, 2023 compared to $1.0 million at December 31, 2022.

Recent Accounting Pronouncements

See Note 2 - Summary of Significant Accounting Policies" to the notes to the consolidated financial statements for a description of recent accounting pronouncements that may affect our financial condition and results of operations.

The JOBS Act contains provisions that, among other things, reduce certain reporting requirements for qualifying public companies. As an "emerging growth company," we may delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. We intend to take advantage of the benefits of this extended transition period. Accordingly, our financial statements may not be comparable to companies that comply with such new or revised accounting standards.

Impact of Inflation and Changing Prices

The consolidated financial statements and related data presented in this prospectus have been prepared in accordance with U.S. GAAP, which requires the measurement of financial position and operating results in terms of historical dollars without considering changes in the relative purchasing power of money over time due to inflation.

The primary impact of inflation on our operations is reflected in increased operating costs. Unlike most industrial companies, virtually all of the assets and liabilities of a financial institution are monetary in nature. As a result, interest rates, generally, have a more significant impact on a financial institution's performance than does inflation. Interest rates do not necessarily move in the same direction or to the same extent as the prices of goods and services.

Risk Management

Effectively managing risk is crucial for the success of a financial institution. Our primary risk exposures include credit risk, interest rate risk, and market risk. Credit risk refers to the possibility of failing to collect interest or principal on loans or investments when due. Interest rate risk involves potential decreases in interest income due to changes in interest rates. Market risk stems from fluctuations in interest rates that can affect the value of financial instruments, such as available-for-sale securities measured at fair value. Additionally, we face operational risk, liquidity risk, and reputation risk. Operational risk encompasses issues related to fraud, regulatory compliance, processing errors, technology, and disaster recovery. Liquidity risk refers to the potential inability to meet obligations to depositors, lenders, or borrowers. Reputation risk involves the threat that negative publicity, whether true or not, could diminish our customer base or revenue.

We seek to mitigate the impacts of risk through various means while acknowledging that the impacts of the primary risk exposures can never been fully eliminated. The key strategic elements utilized to limit the risk of loss relating to each primary risk exposure identified include but are not limited to (i) effective asset liability management to limit interest rate risk, liquidity risk, and market risk, (ii) conservative lending and underwriting standards to limit credit risk, (iii) hiring skilled personnel, providing ongoing training, and enforcing detailed policies and procedures to limit operational and reputational risks.

Market Risk Management

The Company's primary market risk is interest rate risk, as most of our assets and liabilities are affected by fluctuations in interest rates. Consequently, a key objective of our operations is to manage this risk and minimize the impact of market interest rate changes on our financial health and performance. Our Asset/Liability Management Committee, composed of senior management as well as certain members of the Board of Directors, is tasked with assessing the interest rate risk associated with our assets and liabilities and determining an appropriate risk level aligned with our business strategy, operating environment, capital, liquidity, and performance goals. This committee manages risk in accordance with the policies and guidelines established by our Board of Directors. We also use a third-party modeling program, updated quarterly, to analyze our sensitivity to interest rate changes, ensuring our approach aligns with the approved guidelines.

The Company has implemented the following strategies to minimize the exposure of earnings and capital to changes in market interest rates:

- Continued emphasis on growing and retaining core deposit relationships;
- Maintaining capital levels that exceed federal regulation levels for well-capitalized status;
- Diversification of the loan portfolio to include various loan types, loan maturities, as well as variable and fixed interest rates;
- Purchasing investment securities to match the current asset liability management objectives of the Company;
- Managing our utilization of wholesale funding; and
- Holding higher levels of liquidity (primarily cash and cash equivalents and available for sale investment securities), when appropriate;

These strategies position the Company to react to increases and decreases in market interest rates quickly and effectively.

We have not engaged in hedging activities, such as engaging in futures or options. We may consider these activities in the future.

We analyze our sensitivity to changes in interest rates through a net interest income model. Net interest income is the difference between the interest income we earn on our interest-earning assets, such as loans and securities, and the interest we pay on our interest-bearing liabilities, such as deposits and borrowings. Through the net interest income model, we estimate our net interest income for the next twelve months and compare that estimate with the net interest income calculated assuming various U.S. Treasury rate increases or decreases. For the purposes of the model, these U.S. Treasury rate increases or decreases are modeled to impact the yield curve instantaneously by various basis point increments, with changes in interest rates representing immediate and permanent, parallel shifts in the yield curve.

The table below sets forth, as of December 31, 2023, the calculation of the estimated changes in our net interest income that would result from the designated immediate changes in the United States Treasury yield curve.

	At December 31, 2023	
Change In Interest Rates (Basis Points) (1)	**Net Interest Income Year 1 Forecast** *(Dollars in thousands)*	**Year 1 Change From Level**
400	$ 55,212	25.6%
300	52,370	19.1%
200	49,545	12.7%
100	46,750	6.3%
-	43,956	0.0%
(100)	41,303	-6.0%

(1) A basis point equals one-hundredth of one percent, and 100 basis points equals one percent.

Overall, our December 31, 2023 results are within our policy guidelines.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of GBank Financial Holdings Inc. and Subsidiary

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of GBank Financial Holdings Inc. and its subsidiary (the Company) as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/RSM US LLP

We have served as the Company's auditor since 2007.

Las Vegas, Nevada
January 10, 2025

GBank Financial Holdings Inc. and Subsidiary
Consolidated Balance Sheets
December 31, 2023 and 2022

(Dollars in thousands, except per share data)

ASSETS	December 31, 2023	December 31, 2022
Cash and due from banks	$ 5,227	$ 5,656
Interest-bearing deposits with other financial institutions	92,706	130,780
Total cash and cash equivalents	97,933	136,436
Investment securities available for sale, at fair value (December 31, 2023 - amortized cost $2,992; December 31, 2022 - amortized cost of $3,255)	2,660	2,978
Investment securities held to maturity, at amortized cost (fair value at December 31, 2023 - $96,403; December 31, 2022 - $102,646)	97,719	104,543
Loans held for sale	89,362	37,439
Loans, net of deferred fees and costs	594,360	368,007
Less: Allowance for credit losses	(7,088)	(6,860)
Loans, net	587,272	361,147
Premises and equipment, net	895	908
Operating lease right of use asset	5,334	2,911
Bank-owned life insurance	13,831	13,453
Loan servicing assets, net	7,053	9,359
Federal Home Loan Bank stock, at cost	3,222	1,890
Other assets	13,099	7,638
Total Assets	$ 918,380	$ 678,702
LIABILITIES AND STOCKHOLDERS EQUITY		
Deposits:		
Noninterest-bearing demand	$ 216,900	$ 304,950
Interest-bearing demand	78,961	56,995
Savings	175,097	139,727
Time	274,742	53,761
Total deposits	745,700	555,433
Short-term borrowings	30,000	-
Subordinated debt	26,013	25,939
Operating lease liability	5,497	2,981
Other liabilities	12,743	7,553
Total liabilities	819,953	591,906
Commitments and Contingencies (Note 10)		
Stockholders' Equity:		
Common stock, par value $0.0001; 50,000,000 shares authorized; 12,746,649 (2023) and 12,691,119 (2022) shares issued and outstanding	1	1
Additional paid-in capital	52,877	52,124
Retained earnings	45,801	34,881
Accumulated other comprehensive loss	(252)	(210)
Total Stockholders' Equity	98,427	86,796
Total Liabilities and Stockholders' Equity	$ 918,380	$ 678,702

See Notes to Consolidated Financial Statements.

GBank Financial Holdings Inc. and Subsidiary
Consolidated Statements of Income
Years Ended December 31, 2023 and 2022

(Dollars in thousands, except per share data)	Years Ended December 31,	
	2023	**2022**
INTEREST INCOME		
Interest and fees on loans	$ 42,143	$ 24,096
Interest on deposits with other financial institutions	4,705	2,783
Taxable interest on investment securities	4,435	1,892
Total interest income	51,283	28,771
INTEREST EXPENSE		
Interest on deposits	11,707	2,278
Interest on short-term borrowings	339	-
Interest on subordinated debt	1,142	1,145
Total interest expense	13,188	3,423
Net Interest Income	38,095	25,348
PROVISION FOR CREDIT LOSSES	1,092	1,347
Net interest income after provision for credit losses	37,003	24,001
NONINTEREST INCOME		
Gain on sale of loans	5,568	13,546
Loan servicing income	1,081	1,295
Service charges and fees	164	250
Other income	866	1,377
Total noninterest income	7,679	16,468
NONINTEREST EXPENSE		
Salaries and employee benefits	19,797	16,870
Data processing	3,077	3,329
Occupancy expense	1,636	1,572
Legal and professional fees	2,112	1,480
Loan related costs	835	420
Audits and exams	536	220
Advertising and marketing	344	129
FDIC insurance	291	167
Other	2,528	2,249
Total noninterest expense	31,156	26,436
INCOME BEFORE PROVISION FOR INCOME TAXES	13,526	14,033
Provision for income taxes	2,606	3,165
NET INCOME	$ 10,920	$ 10,868
PER COMMON SHARE DATA		
Basic earnings per common share	$ 0.86	$ 0.87
Diluted earnings per common share	$ 0.84	$ 0.84

See Notes to Consolidated Financial Statements.

GBank Financial Holdings Inc. and Subsidiary
Consolidated Statements of Comprehensive Income
Years Ended December 31, 2023 and 2022

(Dollars in thousands)	December 31, 2023	December 31, 2022
Net income	$ 10,920	$ 10,868
Other comprehensive (loss), before tax:		
Unrealized (losses) on securities available for sale	(55)	(282)
Income tax benefit related to unrealized losses on securities available for sale	13	59
Total other comprehensive (loss), net of tax	(42)	(223)
Comprehensive income	$ 10,878	$ 10,645

See Notes to Consolidated Financial Statements.

GBank Financial Holdings Inc. and Subsidiary
Consolidated Statements of Stockholders' Equity
Years Ended December 31, 2023 and 2022

(Dollars and shares in thousands)	Common Shares Number	Common Shares Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance, December 31, 2021	12,253	$ 1	$ 51,768	$ 24,013	$ 13	$ 75,795
Net income	-	-	-	10,868	-	10,868
Other comprehensive loss, net of tax	-	-	-	-	(223)	(223)
Stock compensation expense	-	-	227	-	-	227
Issuance of 424 shares of common stock upon the exercise of stock options	424	-	686	-	-	686
Restricted stock activity	39	-	-	-	-	-
Stock option loans and other	(25)	-	(557)	-	-	(557)
Balance, December 31, 2022	12,691	1	52,124	34,881	(210)	86,796
Net income	-	-	-	10,920	-	10,920
Other comprehensive loss, net of tax	-	-	-	-	(42)	(42)
Stock compensation expense	-	-	746	-	-	746
Issuance of 3 shares of common stock upon the exercise of stock options	3	-	4	-	-	4
Issuance of 21 shares of common stock under the Director Compensation Plan	21	-	-	-	-	-
Restricted stock activity	32	-	-	-	-	-
Stock option loans and other	-	-	3	-	-	3
Balance, December 31, 2023	12,747	$ 1	$ 52,877	$ 45,801	$ (252)	$ 98,427

See Notes to Consolidated Financial Statements.

GBank Financial Holdings Inc. and Subsidiary
Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022

(Dollars in thousands)	Years Ended December 31, 2023	2022
Cash flows from operating activities:		
Net income	$ 10,920	$ 10,868
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Provision for credit losses	1,092	1,347
Depreciation	341	365
Amortization and writeoff of intangibles	5,551	4,579
Amortization of operating lease right of use assets	1,317	939
Amortization of subordinated debt issuance costs	74	63
Net accretion of investment security discount	(599)	(170)
Stock compensation expense	746	227
Gain on sale of loans	(5,568)	(13,546)
Gross originations of loans held for sale	(202,101)	(245,405)
Proceeds from sale of loans held for sale	152,501	254,480
Income from bank owned life insurance	(378)	(356)
Net change in deferred income taxes	1,331	(448)
Increase in accrued interest receivable	(1,916)	(1,773)
Increase in other assets	(4,863)	(895)
Net change in operating lease liability	(1,224)	(911)
Increase in accrued interest payable and other liabilities	5,190	405
Net cash (used in) provided by operating activities	(37,586)	9,769
Cash flows from investing activities:		
Purchases of premises and equipment	(328)	(316)
Maturities and repayments of investment securities available for sale	259	440
Purchases of held to maturity securities	(4,786)	(104,444)
Maturities and repayments of investment securities held to maturity	12,213	78
Purchase of FHLB stock	(1,332)	(331)
Purchased loans	(106,105)	-
Net change in loans	(121,112)	(51,155)
Net cash used in investing activities	(221,191)	(155,728)
Cash flows from financing activities:		
Net increase in deposits	190,267	45,870
Net change in short-term borrowings	30,000	-
Repayment of stock option loans	3	-
Net proceeds from restricted stock award and option exercises	4	129
Net cash provided by financing activities	220,274	45,999
Net decrease in cash and cash equivalents	(38,503)	(99,960)
Cash and cash equivalents:		
Beginning of year	$ 136,436	$ 236,396
End of year	$ 97,933	$ 136,436
Supplemental disclosures of cash flow information:		
Cash payments for interest	$ 11,794	$ 3,371
Cash payments for income tax	$ 3,016	$ 3,723
Supplemental schedule of noncash investing and financing activities		
Right of use asset and lease liabilities	$ 3,740	$ 1,937
Capitalized mortgage servicing rights	3,245	5,776
Stock option loans	-	557

See Notes to Consolidated Financial Statements.

Note 1 - Nature of Business

These financial statements are prepared on a consolidated basis for GBank Financial Holdings Inc. ("GBFH") and its wholly owned subsidiary, GBank (the "Bank"), formerly known as Bank of George. References herein to "Company" refer to the consolidated entity and its financial statements.

GBFH is a bank holding company whose subsidiary, GBank, provides banking services to commercial and consumer customers. GBFH is subject to regulation by the Federal Reserve Bank of San Francisco, California ("FRB") and the State of Nevada Department of Business and Industry, Financial Institutions Division ("NFID"). As a state-chartered bank, GBank is subject to regulation by the Federal Deposit Insurance Corporation ("FDIC") and the NFID.

GBFH was formed in 2017 to become the parent bank holding company for GBank. In 2017 the stockholders of GBank exchanged their common stock in GBank for common stock in GBFH. The transaction was accounted for at historical cost, similar to that in pooling-of-interests accounting.

GBank was incorporated on May 11, 2007 and commenced operations on September 24, 2007. GBank's business is concentrated in the Las Vegas, Nevada area and is subject to the general economic conditions of that area. GBank's primary market for deposit customers is in Las Vegas and Clark County, Nevada, although GBank accepts deposits from deposit listing services as needed to support its funding needs. GBank's lending operations are carried out in two distinct departments:

- "Local Market" Department, which originates conventional and Small Business Administration ("SBA") 504 loans in Nevada, California, Utah and Arizona, and

- "National Market" Department, which originates, sells and services loans guaranteed by the SBA and the United States Department of Agriculture ("USDA") in 39 states. In addition, the Department originates conventional loans, but these are not significant in relation to the overall National Market loan portfolio.

Concentration of credit risk: Most of the Company's activities are with customers located in approximately 39 states, with the largest concentration in the state of Nevada, with approximately 29% of all loans and loan commitments to borrowers or for collateral located in Nevada. Note 2 discusses the types of loans in which the Company invests and the geographic dispersion of the loans.

Note 2 - Summary of Significant Accounting Policies

The accounting and reporting policies followed by the Company are in accordance with Generally Accepted Accounting Principles in the United States of America ("U.S. GAAP") and conform to practices within the financial services industry.

Principles of consolidation: The consolidated financial statements as of and for the years ended December 31, 2023 and 2022 include the accounts of GBFH and GBank. All significant intercompany balances and transactions were eliminated in consolidation.

Use of estimates: The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect (i) the reported amounts of assets and liabilities, (ii) the disclosure of contingent assets and liabilities at the date of the financial statements, and (iii) the reported amounts of revenues and expenses during the periods presented. Actual results could differ from those estimates. Material estimates that are susceptible to significant changes in the near term relate to the determination of the allowance for credit losses, the fair value of securities, the impairment of the servicing asset and the realization of deferred tax assets.

Reclassifications: Certain amounts reported in prior periods have been reclassified in the Consolidated Financial Statements to conform to the current presentation. The reclassifications have no effect on previously reported net income or stockholders' equity.

Segments: Operating segments are defined as components of an enterprise for which separate financial information is evaluated regularly by the chief operating decision maker ("CODM") in deciding how to allocate resources and assess performance. The Bank's CODM is T. Ryan Sullivan, CEO and President. While the Company's CODM monitors the revenue streams of its various products and services, operations are managed, and financial performance is evaluated, on a Company-wide basis. Accordingly, all of the Company's operations are considered by management to be aggregated in one reportable segment.

Recent accounting pronouncements: The following paragraphs discuss recently adopted accounting pronouncements as well as accounting pronouncements pending adoption.

Accounting Pronouncements Adopted in 2023

During the first quarter of 2023, the Company adopted *Accounting Standards Update ("ASU") No. 2016-13 Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASC 326")*, and all related amendments, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the Allowance for Credit Losses methodology (also known as the Current Expected Credit Losses methodology or "CECL"). The measurement of expected credit losses under the allowance for credit losses methodology is applicable to financial assets measured at amortized cost, including loan receivables, held-to-maturity debt securities, and off-balance sheet credit exposures. Results for reporting periods beginning after January 1, 2023 are presented under ASC 326, while prior period amounts continue to be reported in accordance with previously applicable GAAP.

The Company adopted ASC 326 using the modified retrospective method for all financial assets measured at amortized cost and off-balance sheet credit exposures. The adoption of ASC 326 did not have a material impact on the Company's consolidated financial statements with no cumulative effect adjustment required as of January 1, 2023.

The Company has made an accounting policy election to exclude accrued interest receivables on financial instruments from the calculation of the allowance for credit losses under ASC 326-20-30-5A as the Company writes off uncollectable accrued interest in a timely manner, generally ninety days.

In connection with the adoption of ASU 2016-13, the Company also adopted *ASU 2022-02, Financial Instruments – Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*. ASU 2022-02 eliminates the accounting guidance for troubled debt restructurings ("TDRs"), while enhancing disclosure requirements for certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty. ASU 2022-02 did not have a material impact on the Company's consolidated financial statements.

Recently Issued Accounting Pronouncements Pending Adoption

Emerging Growth Company Accounting Election

We qualify as an "emerging growth company," as defined in Section 2(a)(19) of the Securities Act of 1933, as amended (the "Securities Act"), as modified by the Jumpstart our Business Startups Act of 2012, (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

Additionally, section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect not to take advantage of the extended transition period and comply with the requirements that apply to non-emerging growth companies, and any such election to not take advantage of the extended transition period is irrevocable. The Company has elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that it is (i) no longer an emerging growth company or (ii) affirmatively and irrevocably opts out of the extended transition period provided by the JOBS Act. As a result, these financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

ASU No. 2023-09, Income Taxes (Topic 740) - Improvements to Income Tax Disclosures ("ASU 2023-09"), was issued in December 2023 to enhance income tax disclosures primarily through the disaggregation of the rate reconciliation and disclosure of income taxes paid to each federal and state jurisdiction (net of refunds). ASU 2023-09 is effective for the Company for fiscal years beginning after December 15, 2024, with early adoption permitted. The provisions under ASU 2023-09 should be applied on a prospective basis, however retrospective application is also permitted. ASU 2023-09 is not expected to have a material impact on the Company's financial statements.

ASU No. 2023-07, *Segment Reporting (Topic 280) Improvements to Reportable Segment Disclosures* ("ASU 2023-07") was issued in November 2023. ASU 2023-07 enhances segment reporting under Topic 280 by expanding the breadth and frequency of segment disclosures. ASU 2023-07 requires disclosure of incremental segment information, including significant segment expenses that are regularly provided to the chief operating decision maker. ASU 2023-07 also requires disclosure of other segment items, which is the difference between reported segment revenue less the significant segment expenses and the reported measure(s) of a segment's profit or loss. ASU 2023-07 also clarifies that single reportable segment entities are subject to Topic 280 in its entirety. ASU 2023-07 will be effective for the Company for the fiscal year ended December 31, 2024 and subsequent interim periods. Retrospective application is required in all prior periods unless impracticable to do so. The Company is currently evaluating the impact that ASU 2023-07 will have on its consolidated financial statements and related disclosures.

ASU 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40) – Disaggregation of Income Statement Expenses ("ASU 2024-03") was issued in November 2024 and requires additional disclosure about specified categories of expenses included in relevant expense captions presented on the face of the consolidated income statement. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and for interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The amendments may be applied either prospectively to consolidated financial statements issued for reporting periods after the effective date of ASU 2024-03, or retrospectively to all prior periods presented in the consolidated financial statements. The Company is currently evaluating the impact that ASU 2024-03 will have on its disclosures.

Cash and cash equivalents: For purposes of the consolidated statements of cash flows, the Company considers cash on hand, amounts due from banks, and interest-bearing deposits at other financial institutions that have original maturities of three months or less to be cash and cash equivalents. Cash flows from loans originated by the Company and deposits are reported net.

The Company maintains amounts due from banks which, at times, may exceed federally insured limits. No losses have been experienced in such accounts.

Investment securities: Securities classified as available-for-sale are those debt securities that the Company intends to hold for an indefinite period, but not necessarily to maturity. Any decision to sell a security classified as available-for-sale would be based on various factors, including significant movements in interest rates, changes in the maturity mix of the Company's assets and liabilities, liquidity needs, regulatory capital considerations and other similar factors. Securities available-for-sale are carried at fair value. Unrealized gains are reported as a separate component of other comprehensive income, while unrealized losses are assessed under ASC 326-13 as discussed in more detail under the heading "Allowance for credit losses – available for sale securities" below. The amortization of premiums and accretion of discounts are recognized in interest income over their contractual lives. Realized gains or losses, determined based on the cost of specific securities sold, are included in earnings.

Securities to be held to maturity are carried at amortized cost. Unrealized holding gains and losses on held-to-maturity securities are excluded from earnings and are not a component of other comprehensive income (loss) within stockholders' equity.

Allowance for credit losses – available for sale securities: Beginning January 1, 2023, in accordance with the adoption of ASC 326-13, the Company began to evaluate available for sale securities in an unrealized loss position on an individual basis to determine whether (i) the Company intends to sell the security, or (ii) it is more likely than not that the Company will be required to sell the security before recovery of its amortized cost basis. If either of the criteria regarding a potential sale of the security is met, the security's amortized cost basis is written down to fair value through income.

For available for sale securities that do not meet the potential sale criteria, the Company evaluates whether the decline in fair value has resulted from credit losses or other factors. In making this assessment, management considers the extent to which fair value is less than amortized cost, any changes to the rating of the security by a rating agency and adverse conditions specifically related to the security, among other factors. If this assessment indicates that a credit loss exists, the present value of cash flows expected to be collected from the security are compared to the amortized cost basis of the security. If the present value of cash flows expected to be collected is less than the amortized cost basis, a credit loss exists and an allowance for credit losses is recorded, limited by the amount that the fair value is less than the amortized cost basis. Any impairment that has not been recorded through an allowance for credit loss is recognized in other comprehensive income.

Changes in the allowance for credit losses are recorded as provision for credit loss expense (or reversal). Losses are charged against the allowance for credit losses when management believes the uncollectibility of an available for sale security is confirmed or when either of the criteria regarding intent or requirement to sell is met.

Accrued interest receivable totaling $6 thousand as of December 31, 2023 is excluded from the estimate of credit losses for available for sale securities and is reported in other assets on the consolidated balance sheets. No interest receivable was written off related to available for sale securities during the year ended December 31, 2023.

Allowance for credit losses – held to maturity securities: Beginning January 1, 2023, in accordance with the adoption of ASC 326-13, the Company began to evaluate held to maturity securities on a collective (pooled) basis when similar risk characteristics exist. GBank had the following held-to-maturity investment portfolio segments as of December 31, 2023: (i) U.S. Treasury securities, (ii) GNMA MBS securities, and (ii) Investment Grade CMO securities.

Management believes that, based on historical credit loss information, adjusted for current conditions, the expectation of nonpayment of the amortized cost basis of the Company's held to maturity US Treasury and GNMA securities is zero. These security classes are widely recognized as "risk-free" with high credit ratings and are guaranteed by the US government.

The probability of default/loss given default method is used to determine the credit loss for Investment Grade CMO securities, and as of December 31, 2023, no credit loss allowance was warranted related to these securities.

Accrued interest receivable totaling $420 thousand as of December 31, 2023 and is excluded from the estimate of credit losses for held to maturity securities and is reported in other assets on the consolidated balance sheets. No interest receivable was written off related to held to maturity securities during the year ended December 31, 2023.

Equity securities: During the second quarter of 2022, the Company entered into a Limited Partnership Agreement with a venture capital fund under which the Company has committed up to $2 million in capital contributions to the partnership. The Company is a limited partner of the partnership with no controlling financial interests. In accordance with ASC Topic 321, The Company is reporting this investment as an equity security without a readily determinable fair value at cost, less impairment. The carrying amount of the investment was $360 thousand and $300 thousand as December 31, 2023 and 2022, respectively, and is included in other assets on the consolidated balance sheets. No impairment was recognized related to this investment during the years ended December 31, 2023 or 2022.

Loans held for sale: Loans held for sale are those loans that the Company has the intent to sell in the foreseeable future. The Company's loans held for sale consist of the portions of commercial and industrial, commercial real estate, and construction and land development loans that are guaranteed by the Small Business Administration. These loans may be fully funded or in an open funding status. The time frame for a loan to be fully funded can range from immediately upon closing to over a year, as in the case of a loan that includes loan proceeds for additional construction or improvements to the property securing the loan.

Upon full funding, the Company will generally sell the guaranteed portion of the loan and retain the unguaranteed portion as a loan held for investment and retains servicing rights on the sold portion of the loan. The Company issues various representations and warranties associated with the sale of loans. No losses have been incurred relating to these provisions.

Loans held for sale are recorded at the lower of cost or market value, which is computed by the aggregate method. Net unrealized losses, if any, are recognized through a valuation allowance by charges to income. Gains and losses on the sale of loans are recognized pursuant to Accounting Standards Codification 860, *Transfers and Servicing*.

Interest income on these loans is accrued daily. Loan origination fees and costs and origination fees and income on loans held for sale are amortized over the estimated life of the loan until the loan is sold.

Loans held for investment: The Company generally holds loans for investment and has the intent and ability to hold loans until their maturity. Net loans are stated at the amount of unpaid principal, adjusted for net unamortized deferred fees and costs, unamortized discount and an allowance for credit losses.

Loan types are determined based on the nature of the loan and the collateral securing the loan. The segments of loans identified by the Company and used in the determination of the allowance for credit losses are as follows:

- *Commercial and industrial loans:* Commercial and industrial loans are loans for commercial, corporate and business purposes, including issuing letters of credit. Repayment of these loans is generally largely dependent on the successful operations of the business. The Company's commercial business loan portfolio comprises loans for a variety of purposes and is generally secured by equipment, machinery and other business assets. Commercial business loans generally have terms of five years or less and interest rates that float in accordance with a designated published index. Substantially all such loans are secured and backed by the personal guarantees of the owners of the business. The primary risk characteristics are specific to the underlying business and its ability to generate sustainable profitability and positive cash flow. Factors that may influence a borrower's ability to repay their loan include demand for the business' products or services, the quality and depth of management, the degree of competition, regulatory changes, and general economic conditions. The ability of the Company to foreclose and realize sufficient value from business assets securing these loans is often uncertain. To mitigate the risk characteristics of commercial and industrial loans, commercial real estate may be included as a secondary source of collateral. The Company will often require more frequent reporting requirements from the borrower in order to better monitor its business performance.

- *Commercial real estate loans:* Commercial real estate loans are primarily secured by office and industrial buildings, warehouses, small retail shopping centers and various special-purpose properties, including hotels and restaurants. These include loans made in the Company's local market as well as government guaranteed loans made in other states. Repayment of these loans is generally largely dependent on the successful operation of the property securing the loan or the business conducted on the property securing the loan. Although terms vary, commercial real estate loans generally have amortizations of fifteen to twenty-five years, as well as balloon payments of two to five years, and terms which provide that the interest rates thereon may be adjusted at the Company's discretion, based on a designated index. Commercial real estate loans are generally considered to have a higher degree of credit risk as they may be dependent on the ongoing success and operating viability of a fewer number of tenants who are occupying the property and who may have a greater degree of exposure to economic conditions.

- *Construction and land development loans:* Construction and land development loans consist of vacant land and property that is in the process of improvement. Repayment of these loans can be dependent on the sale of the property to third parties or the successful completion of the improvements by the builder for the end user. In the event a loan is made on property that is not yet improved for the planned development, there is the risk that approvals will not be granted or will be delayed. Construction loans also run the risk that improvements will not be completed on time or in accordance with specifications and projected costs. Construction real estate loans generally have terms of twelve to eighteen months during the construction period and interest rates based on a designated index. The primary risk characteristics are specific to the uncertainty on whether the construction will be completed according to the specifications and schedules. Factors that may influence the completion of construction may be customer specific, such as the quality and depth of property management, or related to changes in general economic conditions.

- *MultiFamily:* Multifamily loans are expected to be repaid from the cash flows of the underlying property so the collective amount of rents must be sufficient to cover all operating expenses, property management and maintenance, taxes and debt service. Increases in vacancy rates, interest rates or other changes in general economic conditions can have an impact on the borrower and its ability to repay the loan.

- *Single Family Sr. Lien:* These loans are secured by first liens on a primary residence or investment property. The primary risk characteristics associated with residential mortgage loans typically involve major changes to the borrower, including unemployment or other loss of income; unexpected significant expenses, such as major medical expenses, catastrophic events, divorce or death. Residential mortgage loans that have adjustable rates could expose the borrower to higher payments in a rising interest rate environment. Real estate values could decrease and cause the value of the underlying property to fall below the loan amount, creating additional potential loss exposure for the Company.

- *Single Family Jr. Lien*: Loans secured by junior liens are primarily in the form of an amortizing home equity loan. These loans are subordinate to a first mortgage which may be from another lending institution. The primary risk characteristics associated with loans secured by junior liens typically involve major changes to the borrower, including unemployment or other loss of income, unexpected significant expenses, such as for major medical expenses, catastrophic events, divorce or death. Real estate values could decrease and cause the value of the property to fall below the loan amount, creating additional potential loss exposure for the Company.

- *Single Family HELOC:* The primary risk characteristics associated with home equity lines of credit typically involve changes to the borrower, including unemployment or other loss of income; unexpected significant expenses, such as major medical expenses, catastrophic events, divorce and death. Home equity lines of credit are typically originated with variable or floating interest rates, which could expose the borrower to higher payments in a rising interest rate environment. Real estate values could decrease and cause the value of the underlying property to fall below the loan amount, creating additional potential loss exposure for the Company.

- *Consumer:* The Company originates loans to individuals for household, family, and other personal expenditures. During 2023, the Company began a credit card program which is included in the consumer category. Consumer loans generally have higher interest rates and shorter terms than residential loans but tend to have higher credit risk due to the type of collateral securing the loan or in some cases the absence of collateral. The primary risk characteristics associated with consumer loans typically involve major changes to the borrower, including unemployment or other loss of income, unexpected significant expenses, such as for major medical expenses, catastrophic events, divorce or death.

Allowance for credit losses - loans: The allowance for credit losses is measured on a collective (pool) basis when similar risk characteristics exist. GBank has segregated its held-for-investment loan portfolio into segments based on federal call report codes which classify loans based on the primary collateral supporting the loan. The segments are reviewed by management no less than annually to ensure instruments are properly segregated into groups having similar risk characteristics and new segments may be required as Company offers new loan products.

The Company's loan portfolio includes certain loans which are partially guaranteed by the SBA and USDA. CECL does not require an entity to measure expected credit losses on an instrument, or pool of instruments, if historical information adjusted for current conditions and reasonable and supportable forecasts result in zero expected credit losses in all scenarios. The guaranteed portion of the loan pools range from 75 percent to 90 percent. For purposes of the assessment of credit losses, Company management ascertains the guaranteed portion of these loans has zero repayment risk due to the full guarantee of the U.S. government.

The Company measures the allowance for credit losses using the average charge-off method and calculates an estimate of expected credit losses based on actual losses incurred during a historic look-back period. The Company has chosen to use the historic losses of similarly insured institutions for each of its loan segments with the exception of commercial real estate loans for which Company management has defined a custom peer group of institutions having a large focus on government guaranteed lending.

The historic loss reserve rate is adjusted to reflect the impact of differences in various quantitative or qualitative factors. Qualitative factor adjustments are defined for each segment in percentage format and include the following:

1. Changes in lending policies, procedures, underwriting standards, and collection practices.

2. Changes in economic and business conditions.

3. Changes in the volume and severity of past due and adversely classified loans and trends in the volume of non-accrual loans, modifications to borrowers experiencing financial difficulty, and other loan modifications.

4. Changes in nature, volume, and terms of loans.

5. Changes in the experience, ability, depth of lending management and staff.

6. Changes in underlying collateral values.

7. Effect of concentrations (loan types) as a percentage of capital.

8. Changes in the quality of the loan review system.

9. Effects of other factors (unemployment, loss of benefits, depreciation, loss of net worth, etc.)

GBank also considers reasonable and supportable forecasts in its assessment and calculation of credit losses by evaluating how historical data differs from current and future economic conditions relating to specific benchmarks.

GBank has chosen to use national unemployment rates and the Federal Open Market Committee ("FOMC") quarterly economic projections for change in real gross domestic product ("GDP") in the determination of forward- looking adjustments. GBank management believes that a forecast period of twelve months is reasonable as unemployment and GDP forecasts beyond one year may greatly deviate from actual results thus adding more volatility to the modeling. After the twelve-month period, loss estimates revert to historic credit loss information.

GBank considers financial assets on an individual basis when the financial asset has unusual risk characteristics not matching an existing segment and may assign a specific reserve to the financial asset having unusual risk characteristics. The specific reserve component is calculated as the Company's evaluation of credit loss on individually evaluated loans based on the fair value of the collateral less estimated selling costs if collateral dependent or based on the present value of expected future cash flows discounted at the loan's initial effective interest rate if not collateral dependent. The majority of the Company's loans subject to individual evaluation are considered collateral dependent.

The Company uses the practical expedient as permitted under ASC 326 to measure individually evaluated loans as collateral dependent and/or when repayment is expected to be provided substantially through the operation or sale of the collateral. Expected credit losses are based on the fair value at the reporting date, adjusted for selling costs as appropriate. For collateral dependent loans, credit loss is measured as the difference between the amortized cost basis in the loan and the fair value of the underlying collateral. The fair value of the collateral is adjusted for the estimated cost to sell if repayment or satisfaction of a loan is dependent on the sale (rather than only on the operation) of the collateral.

Accrued interest receivable on loans totaling $5.1 million at December 31, 2023 is reported in other assets on the consolidated balance sheets and is excluded from the estimate of credit losses.

The allowance for credit losses is established through a provision for credit losses charged to expense. Loans are charged against the allowance for credit losses when Management believes that collectability of the principal is unlikely. Subsequent recoveries, if any, are credited to the allowance for credit losses.

The allowance for credit losses is maintained at an amount that Management believes will be adequate to absorb expected losses on existing loans that may become uncollectable, based on an evaluation of the collectability of loans and the Company's historical loan losses and peer bank loss experience. While Management uses the best information available to make its evaluation, future adjustments to the allowance for credit losses may be necessary if there are significant changes in economic or other conditions. In addition, regulatory agencies, as an integral part of their examination process, periodically review the Company's allowance for credit losses and may require the Company to make additions to the allowance for credit losses based on their judgment about information available to them at the time of their examinations.

Modifications to Borrowers Experiencing Financial Difficulty: The Company may modify certain loans when a borrower is experiencing financial difficulties and the Company grants concessions to the borrower that it would not otherwise consider. These concessions may include rate reductions, principal forgiveness, extension of maturity date and other actions intended to minimize potential losses. A loan that is modified at a market rate of interest may no longer be classified as a modification to a borrower experiencing financial difficulty in the year subsequent to the modification if the loan is in compliance with the modified terms. Performance prior to the modification is considered when assessing whether the borrower can meet the new terms and may result in the loan being returned to accrual at the time of the modification or after a shorter performance period.

Interest and fees on loans: Interest on loans is recognized over the terms of the loans and is generally calculated using the effective interest method. The accrual of interest on loans is discontinued when, in Management's opinion, the borrower may be unable to make payments as they become due.

Delinquent loans: The Company determines a loan to be delinquent when payments have not been made according to the contractual terms, typically evidenced by nonpayment of a monthly installment by the due date. The accrual of interest on loans is generally discontinued at the time the loan is ninety days delinquent unless the loan is well-secured and in the process of collection. Consumer loans are typically charged off no later than 180 days delinquent.

Non-accrual loans: When a borrower discontinues making payments as contractually required by the note, the Company must determine whether it is appropriate to continue to accrue interest. The Company ceases accruing interest income when the loan has become delinquent by more than ninety days or when management determines that the full repayment of principal and collection of interest according to contractual terms is no longer likely. The Company may decide to continue to accrue interest on certain loans more than ninety days delinquent if the loans are well secured by collateral and in the process of collection. For all loan types, when a loan is placed on non-accrual status, all interest accrued but uncollected is reversed against interest income in the period in which the status is changed. Loan interest receivable totaling $308 thousand was written off by reversing interest income during the year ended December 31, 2023. The Company makes a loan-level decision to apply either the cash basis or cost recovery method to future cash receipts. The Company recognizes income on a cash basis only for those non-accrual loans for which the collection of the remaining principal balance is not in doubt. Under the cost recovery method, subsequent payments received from the customer are applied to principal and generally no further interest income is recognized until the principal has been paid in full or until circumstances have changed such that payments are again consistently received as contractually required.

Loan origination and commitment fees, certain direct loan origination costs and discounts on the retained portions of government guaranteed loans are deferred and the net amounts amortized as an adjustment of the related loan's yield. The Company is generally amortizing these amounts over the estimated life of the loan. Commitment fees based upon a percentage of a customer's unused line of credit and fees related to standby letters of credit are generally recognized over the commitment period.

Transfers of financial assets: Transfers of financial assets are accounted for as sales when control over the assets has been surrendered. Control over transferred assets is deemed to be surrendered when (i) the assets have been isolated from the Company, (ii) the transferee obtains the right (free of conditions that constrain it from taking advantage of that right) to pledge or exchange the transferred assets, and (iii) the Company does not maintain effective control over the transferred assets through an agreement to repurchase them before their maturity or the ability to unilaterally cause the holder to return specific assets. In addition, for transfers of a portion of financial assets (for example, participations of loans receivable), the transfer must meet the definition of a "participating interest" in order to account for the transfer as a sale. The characteristics of a participating interest are as follows:

- Pro rata ownership in an entire financial asset.
- From the date of the transfer, all cash flows received from entire financial assets are divided proportionately among the participating interest holders in an amount equal to their share of ownership.
- The rights of each participating interest holder have the same priority, and no participating interest holder's interest is subordinated to the interest of another participating interest holder. That is, no participating interest holder is entitled to receive cash before any other participating interest holder under its contractual rights as a participating interest holder.
- No party has the right to pledge or exchange the entire financial asset unless all participating interest holders agree to pledge or exchange the entire financial asset.

Premises and equipment: Premises and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation and amortization are computed using the straight-line method over the following estimated useful lives: leasehold improvements, ten to fifteen years and equipment, furniture and automobiles, three to seven years. Leasehold improvements are depreciated over the shorter of the term of the lease or life of the improvements.

Operating leases: The Company leases real estate for its operations, and in accordance with Accounting Standards Update 2016-02, *Leases (Topic 842)*, the Company has recognized a right-of-use asset and a related lease liability for each distinct lease agreement. The Company has elected to account for lease and related non-lease components as a single lease component and has elected to expense, rather than capitalize, short-term leases, defined as leases with terms of twelve months or less. Lease liabilities are measured at the present value of the remaining lease payments, discounted at the Company's incremental borrowing rate. The right-of-use asset is measured at the amount of the lease liability adjusted for any cumulative prepaid or accrued rent if the lease payments are uneven throughout the lease term.

Operating lease expense, recognized as a component of occupancy expense on the Consolidated Statements of Income, consists of a single lease cost calculated so that the remaining cost of the lease is allocated over the remaining lease term on a straight-line basis. Operating lease expense also includes variable lease payments not included in the lease liability, and any impairment of the right-of-use asset. None of the Company's lease agreements include residual value guarantees or material variable lease payments. The Company does not have material restrictions or covenants imposed by leases that would impact the Company's ability to pay dividends or cause the Company to incur additional financial obligations. Refer to Note 6 for additional information regarding operating leases.

Other real estate owned: Assets acquired through foreclosure or other proceedings are initially recorded at fair value at the date of foreclosure less estimated costs of disposal, which establishes a new cost basis. After foreclosure, valuations are periodically performed by Management and foreclosed assets held for sale are carried at the lower of cost or fair value less estimated costs of disposal. Any write-down to fair value at the time of transfer to foreclosed assets is charged to the allowance for credit losses. Property is evaluated regularly to ensure the recorded amount is supported by its current fair value, and valuation allowances to reduce the carrying amount to fair value less estimated costs to dispose are recorded as necessary. Net revenues from the operations of foreclosed assets are included in noninterest income. Changes in the valuation allowance are included in other expenses. At December 31, 2023 and 2022, the Company had no other real estate owned and, accordingly, had no valuation allowance charged against the carrying value of such assets. There were no residential loans for which formal foreclosure proceedings were in place at December 31, 2023 and 2022.

Bank-owned life insurance: Bank-owned life insurance is stated at its cash surrender value with changes recorded in other noninterest income in the consolidated statement of income. The face amount of the underlying policies, including death benefits, was approximately $27.1 million and $26.8 million, with cash surrender value of approximately $13.8 million and $13.5 million included in other assets on the consolidated balance sheets as of December 31, 2023 and 2022, respectively.

Federal Home Loan Bank stock: The Company is a member of the Federal Home Loan Bank of San Francisco ("FHLB") and is required to maintain an investment in capital stock of the FHLB in an amount equal to the greater of (i) 1% of its Membership Asset Value, or (ii) 2.7% of the Company's outstanding advances and 0.10% of outstanding letters of credit. The stock is recorded at cost, which is also the redemption value. FHLB stock is bought from and sold to the FHLB at its $100 par value.

The Company views its investment in the FHLB stock as a long-term investment. Accordingly, when evaluating FHLB stock for impairment, the value is determined based on the ultimate recovery of the par value rather than recognizing temporary declines in values. The FHLB's capital ratios exceeded the required ratios as of December 31, 2023; consequently, the Company does not believe that its investment in the FHLB stock is impaired as of this date.

Loan servicing assets: The Company's servicing assets consist primarily of the right to service the guaranteed portion of government guaranteed loans sold to others. The fair value of the servicing asset is essentially a valuation of the net future income stream, which is based on the rate of the fee, the estimated repayment speed of the loan and the estimated cost to service the loan.

The amount allocated to the loan servicing rights is recorded at fair value at the time of sale, as calculated by a third-party consulting firm specializing in government guaranteed loan matters.

The fair value of the servicing asset is calculated for each loan using the following valuation variables:

- *Servicing fee:* This is the amount of the fee charged to a third-party buyer to service the loan. It is generally one percent (1%) of the loan balance for SBA loans and two percent (2%) for USDA loans on a declining basis as the loan repays principal.

- *Prepayment assumption:* This is an estimate of the repayment speed of the loan using a constant prepayment rate ("CPR") based on pools of similar government guaranteed loans.

- *Servicing costs:* The internal rates of return (IRR) are the pre-tax yield rates used to discount the expected future cash flow stream from servicing the government guaranteed loan portfolios.

- *Internal rate of return:* The internal rates of return (IRR) are the pre-tax yield rates used to discount the expected future cash flow stream from servicing the government guaranteed loan portfolios.

The loan servicing asset is being amortized over the period of estimated servicing income, with the amortization being recorded against loan servicing fee income.

The balance of loans owned by third parties that are being serviced by the Company was $590.5 million and $678.7 million as of December 31, 2023 and 2022, respectively.

The following table presents a reconciliation of loan servicing rights:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Balance, beginning of year	$ 9,359	$ 8,162
Additions - servicing rights related to loans sold	3,245	5,776
Reductions - write-off of servicing assets	(762)	-
Reductions - amortization and early payoff	(4,789)	(4,579)
Balance, end of year	$ 7,053	$ 9,359

In the event of an early repayment of a serviced loan, the unamortized balance of the loan servicing asset for that loan is charged off against loan servicing fee income.

The loan servicing asset was impacted by the write-off of certain servicing assets totaling $762 thousand relating to the repurchase of the guaranteed portions of previously sold SBA loans during the year ended December 31, 2023.

The aggregate balance of loan servicing rights is evaluated annually for impairment to ensure that the recorded balance is at the lower of amortized cost or fair value. The fair value of the servicing asset is essentially a valuation of the net future income stream. Significant inputs to the valuation as of December 31, 2023 include (i) the rate of the servicing fee, estimated at one percent for SBA loans and two percent for USDA loans, (ii) the estimated repayment speed of the loans, estimated to be 15.4% percent, and (iii) the estimated cost to service the loans, estimated to be 0.40%. The fair value of servicing rights at December 31, 2023 and 2022 was determined by an independent consultant to be $11.6 million and $13.7 million, respectively. Accordingly, the Company's servicing assets were not impaired as of December 31, 2023 and 2022.

Revenue recognition: The Company's services that fall within the scope of ASC 606 are presented within non-interest income and are recognized as revenue as the Company satisfies its obligation to the customer.

Services within the scope of ASC 606 and a description of the revenue recognition policy are as follows:

- *Service charges on deposit accounts:* Income from service charges on deposit accounts are recognized when an account is subject to a charge, as in the case of an overdraft or a balance falling below the level required for a maintenance fee waiver.

- *Interchange fees:* Interchange fees represent fees charged for the electronic transfer of funds between a customer and a third party. Fees are recognized when an interchange transaction is posted in accordance with the agreement with the customer.

- *Wire transfer fees:* Income from wire transfer fees are recognized when a fee is charged to a customer's account, which occurs at the time a wire transfer is processed.

- *Miscellaneous fees:* Miscellaneous fees for services such as account balancing assistance, response to a customer request for copies, etc. are charged when the services are performed.

Advertising costs: Advertising costs are expensed as incurred and were $344 thousand and $129 thousand for the years ended December 31, 2023 and 2022, respectively.

Income taxes: The Company files a consolidated federal income tax return. Income tax expense is generally allocated as if the Company and its subsidiary file separate income tax returns. Deferred taxes are provided on an asset and liability method whereby deferred tax assets are recognized for deductible temporary differences, capital losses and net operating losses, and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax basis. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

When tax returns are filed, it is highly certain that some tax positions taken will be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the positions taken or the amount of the position that would be ultimately sustained. The benefit of a tax position is recognized in the consolidated financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. The evaluation of a tax position taken is considered by itself and is not offset or aggregated with other positions. Tax positions that meet the more likely than not recognition threshold are measured as the largest amount of tax benefit that is more than fifty percent likely of being realized upon settlement with the applicable taxing authority. Management does not believe the Company has any material uncertain tax positions to disclose.

Interest and penalties, if any, related to income taxes are recorded within the provision for income taxes on the consolidated income statements in the year assessed.

Stock option plan: As further described in Note 14, the Company grants stock options to its employees and directors. Pursuant to accounting guidance, the Company records compensation expense based upon the grant-date fair value of option awards. Such values are expensed over the requisite service period using the straight-line method. Forfeitures are recognized as they occur.

Equity incentive plan: As further described in Note 14, the Company grants restricted stock to its employees and directors. Pursuant to accounting guidance, the Company records compensation expense based upon the grant-date fair value of restricted stock awards. Such values are expensed over the requisite service period using the straight-line method. Forfeitures are recognized as they occur.

Director compensation plan: In October 2022, the members of GBank and GBFH Boards of Directors agreed to receive their respective compensation in the form of shares of Common Stock in lieu of cash payments.

Off-balance-sheet instruments: In the ordinary course of business, the Company has entered into off-balance-sheet financial instruments consisting of commitments to extend credit. Such financial instruments are recorded in the financial statements when they are funded.

In accordance with the adoption of ASC Topic 326 in 2023, GBank began calculating estimated credit losses for off-balance-sheet credit exposures which are not unconditionally cancellable. The allowance for credit losses relating to off-balance-sheet exposures is measured on a collective (pool) basis, with these pools mirroring the segments used for the calculation of the allowance for credit losses for loans, as these unfunded commitments share similar risk characteristics with the loan portfolio segments. The allowance for credit losses related to off-balance-sheet commitments was $20 thousand at both December 31, 2023 and 2022 and is recorded in other liabilities on the consolidated balance sheets.

Earnings per share: Basic earnings per share are computed by dividing net income available to common stockholders by the weighted average number of common shares outstanding during each of the years presented. Diluted earnings per common share is computed by dividing net income available to common stockholders by the weighted average number of common shares outstanding plus common shares that would have been outstanding if dilutive potential common shares, consisting of unvested restricted stock and outstanding stock options, had been issued.

The computation of earnings per share for the years ended December 31, 2023 and 2022 is provided in the table below.

(Dollars in thousands, except per share data)	December 31, 2023	December 31, 2022
Net income available to common stockholders	$ 10,920	$ 10,868
Weighted average shares outstanding (basic)	12,708,282	12,490,052
Effect of dilutive stock options	210,238	280,823
Effect of dilutive restricted stock	123,896	113,602
Weighted average shares outstanding (diluted)	13,042,416	12,884,477
Basic earnings per share	$ 0.86	$ 0.87
Diluted earnings per share	$ 0.84	$ 0.84
Anti-dilutive stock options excluded from the computation of earnings per share	-	41,803

Subsequent events: Subsequent events have been evaluated for potential recognition and disclosure through January 10, 2025, the date the financial statements were available to be issued.

On October 11, 2024, we entered into Subscription Agreements with sixty-five purchasers, pursuant to which the Company offered and sold an aggregate of 1,081,081 shares of common stock, par value $0.0001 per share, for aggregate proceeds of $20 million. The Company paid placement agency fees of $539 thousand resulting in net proceeds of $19.5 million. The Company made the offering pursuant to the exemptions from registration afforded by Section 4(a)(2) of the Securities Act, Rule 501(a)(1)-(3) and (7) and Rule 506 of Regulation D, promulgated under the Securities Act, where each purchaser was a “institutional accredited investor” or “accredited investor” within the meaning of Rule 501 of Regulation D. In connection with this recent sale of the Shares, we also entered into a Registration Rights Agreement with each purchaser pursuant to which the Company is obligated to register the Shares.

On June 25, 2024, the Company entered into a Securities Exchange Agreement with BCS". Under the Securities Exchange Agreement the Company received 143,371 shares of non-voting common shares in BCS, representing a 32.99% ownership interest in BCS. BCS received 231,508 shares of non-voting common stock in the Company, which represented a 1.77% ownership interest in the Company. The non-voting common stock must be held by BCS for a minimum of one year and can only be converted into voting shares upon a disposition by BCS, in accordance with applicable Federal Reserve regulations. Members of the Company’s Board of Directors also have an ownership interest in BCS. Our executive chairman, through an affiliated entity is the sole manager of BCS. The Company along with GBank established a joint special committee consisting of members of the boards of both the Company and GBank that did not have an ownership interest in BCS.

Note 3. Investment Securities

The amortized cost, unrealized gains and losses, and estimated fair values of investment securities are summarized as follows:

(Dollars in thousands)	December 31, 2023				
	Amortized Cost	Unrealized Gains	Unrealized Losses	Allowance for Credit Losses	Fair Value
Available for sale securities:					
Residential mortgage-backed securities	2,992	-	332	-	2,660
Total available for sale securities	$ 2,992	$ -	$ 332	$ -	$ 2,660

(Dollars in thousands)	December 31, 2023				
	Amortized Cost	Unrealized Gains	Unrealized Losses	Allowance for Credit Losses	Fair Value
Held to maturity securities:					
U.S. Treasury	54,762	-	462	-	54,300
Residential mortgage-backed securities	42,957	20	874	-	42,103
Total held to maturity securities	$ 97,719	$ 20	$ 1,336	$ -	$ 96,403

(Dollars in thousands)	December 31, 2022			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Available for sale securities:				
Residential mortgage-backed securities	3,255	-	277	2,978
Total available for sale securities	$ 3,255	$ -	$ 277	$ 2,978

(Dollars in thousands)	December 31, 2022			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Held to maturity securities:				
U.S. Treasury	64,202	60	1,171	63,091
Residential mortgage-backed securities	40,341	56	842	39,555
Total held to maturity securities	$ 104,543	$ 116	$ 2,013	$ 102,646

There were no gross realized gains or losses from the sale of securities available-for-sale during the years ended December 31, 2023 or 2022.

As of December 31, 2023 and 2022, the Company's securities with an approximate market value of $88.9 million and $96.0 million, respectively, were pledged as collateral for potential borrowing purposes (see Note 8).

The table below illustrates the maturity distribution of investment securities at amortized cost and fair value at December 31, 2023.

(Dollars in thousands)	December 31, 2023			
	Available for Sale		Held to Maturity	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due in one year or less	$ -	$ -	$ 54,762	$ 54,300
Due after one but within five years	-	-	-	-
Due after five years but within ten years	-	-	-	-
Due after ten years	-	-	-	-
	-	-	54,762	54,300
Residential mortgage-backed securities	2,992	2,660	42,957	42,103
Total	$ 2,992	$ 2,660	$ 97,719	$ 96,403

The actual maturities of mortgage-backed securities may differ from their contractual maturities because the loans underlying the securities may be repaid without any penalties. Therefore, maturity schedules are not presented for mortgage-backed securities.

The following tables present gross unrealized losses and fair value of debt security investments aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position.

	December 31, 2023								
	Less Than 12 Months			12 Months or More			Total		
(Dollars in thousands)	Number of Securities	Fair Value	Gross Unrealized Losses	Number of Securities	Fair Value	Gross Unrealized Losses	Number of Securities	Fair Value	Gross Unrealized Losses
Available for sale securities:									
Residential mortgage-backed securities	1	$ 96	$ 1	7	$ 2,564	$ 331	8	$ 2,660	$ 332
Total temporarily impaired available for sale securities	1	96	1	7	2,564	331	8	2,660	332
Held to maturity securities:									
U.S. Treasury	3	$ 14,778	$ 60	8	$ 39,522	$ 402	11	$ 54,300	$ 462
Residential mortgage-backed securities	4	18,131	300	4	21,211	574	8	39,342	874
Total temporarily impaired held to maturity securities	7	32,909	360	12	60,733	976	19	93,642	1,336
Total	8	$ 33,005	$ 361	19	$ 63,297	$ 1,307	27	$ 96,302	$ 1,668

	December 31, 2022								
	Less Than 12 Months			12 Months or More			Total		
	Number of Securities	Fair Value	Gross Unrealized Losses	Number of Securities	Fair Value	Gross Unrealized Losses	Number of Securities	Fair Value	Gross Unrealized Losses
Available for sale securities:									
Residential mortgage-backed securities	8	$ 2,978	$ 277	0	$ -	$ -	8	$ 2,978	$ 277
Total temporarily impaired available for sale securities	8	2,978	277	0	-	-	8	2,978	277
Held to maturity securities:									
U.S. Treasury	10	$ 48,419	$ 1,171	0	$ -	$ -	10	$ 48,419	$ 1,171
Residential mortgage-backed securities	6	31,512	842	0	-	-	6	31,512	842
Total temporarily impaired held to maturity securities	16	79,931	2,013	0	-	-	16	79,931	2,013
Total	24	$ 82,909	$ 2,290	0	$ -	$ -	24	$ 82,909	$ 2,290

Management believes the unrealized losses related to available for sale securities as of December 31, 2023 relate primarily to fluctuations in the current interest rate environment. In analyzing an issuer's financial condition, Management considers whether the securities are issued by the federal government or its agencies and whether downgrades by bond rating agencies have occurred, and various industry analysis reports. There were no Company securities downgraded during 2023 or 2022. Management has no near-term intentions to sell the available for sale securities in an unrealized loss position, and management believes the unrealized losses are not credit-related, therefore no allowance for credit losses was recorded related to available for sale securities as of December 31, 2023.

Held to maturity Investment Grade CMO securities are evaluated for credit losses using the probability of default/loss model, and as of December 31, 2023, no credit loss allowance was warranted related to these securities.

Note 4. Loans and Allowance for Credit Losses - Loans

Comparability of the allowance for credit losses and provisions for credit losses for the periods presented has been impacted by the January 1, 2023 adoption of ASC 326. Results for the reporting period beginning January 1, 2023 are presented using the CECL methodology, while comparative prior period information continues to be reported in accordance with the incurred loss methodology under previously applicable GAAP. See Note 2, "Summary of Significant Accounting Policies," for details regarding the adoption of ASC 326.

Loan Portfolio Composition

The principal balances of the loans held for investment are listed below. In accordance with ASC 326, as of December 31, 2023, GBank has segregated its held for investment loan portfolio into segments characterized by similar risk characteristics, primarily the collateral supporting the loan.

	December 31, 2023		
(Dollars in thousands)	Local Market Loans	National Market Loans	Total Loans
Commercial and industrial	$ 33,229	$ 7,947	$ 41,176
Commercial real estate	181,529	340,113	521,642
Construction and land development	-	398	398
Multifamily	17,069	-	17,069
Single Family Sr. Lien	9,159	-	9,159
Single Family Jr. Lien	3,212	-	3,212
Single Family HELOC	409	-	409
Consumer	422	-	422
Gross loans	245,029	348,458	593,487
Net deferred loan costs	(231)	7,379	7,148
Unamortized discount	-	(6,275)	(6,275)
Net investment	244,798	349,562	594,360
Allowance for credit losses	(2,307)	(4,781)	(7,088)
Loans, net of allowance	$ 242,491	$ 344,781	$ 587,272

Beginning in the third quarter of 2023, the Company began to repurchase previously sold guaranteed SBA loans by initiating a change in loan terms with certain borrowers, at the borrowers' option, to convert variable loans to five-year fixed loans at lower current interest rates. This activity resulted in the repurchase of $106.1 million US government guaranteed loan balances within the commercial and industrial and commercial real estate segments during the year ended December 31, 2023.

As of December 31, 2023, Paycheck Protection Program ("PPP") loans totaling $105 thousand were included in the Commercial and Industrial category and are fully guaranteed by the SBA. There is no allowance for credit loss allocated to PPP loan balances.

The principal balances of the loans held for investment are listed below as of December 31, 2022:

	December 31, 2022		
(Dollars in thousands)	Local Market Loans	National Market Loans	Total Loans
Commercial and industrial	$ 26,924	$ 3,064	$ 29,988
Commercial real estate	123,581	191,893	315,474
Construction and land development	-	400	400
Residential real estate	25,879	-	25,879
Consumer	519	-	519
Gross loans	176,903	195,357	372,260
Net deferred loan costs	(231)	4,627	4,396
Unamortized discount	-	(8,649)	(8,649)
Net investment	176,672	191,335	368,007
Allowance for loan losses	(2,672)	(4,188)	(6,860)
Loans, net of allowance	$ 174,000	$ 187,147	$ 361,147

As of December 31, 2022, PPP loans totaling $135 thousand were included in the Commercial and Industrial category and are fully guaranteed by the SBA. There is no allowance for credit loss allocated to PPP loan balances.

Loan costs represent the costs incurred to originate the loans, net of fees paid by the borrower, which are measured and recorded at the date the loan is originated. The discount represents the discount on the retained portion of the government guaranteed loans and is measured at the date the guaranteed portion of the loan is sold, based on the relative fair value of the retained loan as calculated by an independent consulting firm. Loan costs and discount are amortized over the life of the loan and are recorded as an adjustment to interest income on the loan.

Loans held for sale consisted of commercial real estate and commercial and industrial loans as of December 31, 2023. Loans held for sale consisted of commercial real estate, commercial and industrial, and construction and land development loans as of December 31, 2022. The balance of unguaranteed portions to be retained are reported as held for investment. The principal balances of loans held for sale as of December 31, 2023 and 2022 are as listed below:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Gross loan balances	$ 119,125	$ 48,226
Less: Unguaranteed portions to be retained	29,763	10,787
Amounts held for sale, net	$ 89,362	$ 37,439

As of December 31, 2023 and 2022, Company loans with a carrying value of $469.8 million and $16.3 million, respectively, were pledged as collateral for potential borrowing purposes (see Note 8).

Past Due and Non-accrual Loans

The performance and credit quality of the loan portfolio is monitored by analyzing the age of the loans receivable as determined by the length of time a recorded payment is past due. A loan's past due or delinquent status is based on the contractual term specified in each loan agreement. The classes of the loan portfolio summarized by the past due status as of December 31, 2023 and 2022 are summarized as follows:

(Dollars in thousands)	December 31, 2023						
	30-59 Days Past Due	60-89 Days Past Due	Past Due 90 Days or More and Accruing	Nonaccrual	Total Past Due and Nonaccrual	Current	Total
Commercial and industrial	$ 172	$ -	$ -	$ -	$ 172	$ 41,004	$ 41,176
Commercial real estate	2,310	-	3,610	2,688	8,608	513,034	521,642
Construction and land	-	-	-	-	-		
development	-	-	-	-	-	398	398
Multifamily	-	-	-	-	-	17,069	17,069
Single Family Sr. Lien	-	-	-	-	-	9,159	9,159
Single Family Jr. Lien	-	-	-	-	-	3,212	3,212
Single Family HELOC	-	-	-	-	-	409	409
Consumer	3	8	-	-	11	411	422
Total	$ 2,485	$ 8	$ 3,610	$ 2,688	$ 8,791	$ 584,696	$ 593,487

(Dollars in thousands)	December 31, 2022						
	30-59 Days Past Due	60-89 Days Past Due	Past Due 90 Days or More and Accruing	Nonaccrual	Total Past Due and Nonaccrual	Current	Total
Commercial and industrial	$ -	$ -	$ -	$ -	$ -	$ 29,988	$ 29,988
Commercial real estate	-	-	-	598	598	314,876	315,474
Construction and land					-		
development	-	-	-	-	-	400	400
Residential real estate	-	-	-	-	-	25,879	25,879
Consumer	-	-	-	-	-	519	519
Total	$ -	$ -	$ -	$ 598	$ 598	$ 371,662	$ 372,260

Generally, a loan becomes non-accrual, meaning the Company ceases accruing interest income, when either (i) a loan has become delinquent by more than ninety days, or (ii) when management determines that the full repayment of principal and collection of interest according to contractual terms is no longer likely. The Company had one commercial real estate loan in non-accrual status totaling $2.7 million as of December 31, 2023. The Company had two non-accrual commercial real estate loans totaling $598 thousand as of December 31, 2022.

Additional information relating to non-accrual loans as of December 31, 2023 is presented in the table below:

	December 31, 2023			
	Non-Accrual Loans			
(Dollars in thousands)	With a Related Allowance	Without a Related Allowance	Related Allowance	Year to Date Interest Income
Commercial and industrial	$ -	$ -	$ -	$ -
Commercial real estate	2,688	-	504	111
Construction and land development	-	-	-	-
Multifamily	-	-	-	-
Single Family Sr. Lien	-	-	-	-
Single Family Jr. Lien	-	-	-	-
Single Family HELOC	-	-	-	-
Consumer	-	-	-	-

The following table presents the most comparable required information in accordance with previously applicable GAAP for non-accrual loans, consisting of recorded investment, unpaid principal balance, related allowance for credit losses, average recorded investment, and interest income recognized as of December 31, 2022:

	December 31, 2022				
(Dollars in thousands)	Recorded Investment	Unpaid Principal Balance	Related Allowance	Average Recorded Investment	Interest Income Recognized
With no related allowance recorded:					
Commercial and industrial	$ -	$ -	$ -	$ 16	$ -
Commercial real estate	598	598	-	2,056	-
Construction and land development	-	-	-	-	-
Residential real estate	-	-	-	-	-
Consumer	-	-	-	-	-
With an allowance recorded:					
Commercial and industrial	$ -	$ -	$ -	$ -	$ -
Commercial real estate	-	-	-	-	-
Construction and land development	-	-	-	-	-
Residential real estate	-	-	-	-	-
Consumer	-	-	-	-	-

Credit Quality Indicators

Management reviews the Company's loan portfolio monthly to determine whether any assets require classification in accordance with the Company's policy and applicable regulations. The grading analysis estimates the capability of the borrower to repay the contractual obligations of the loan agreements. The Company's internal credit risk-grading system is based on experiences with similarly graded loans.

The Company's internally assigned grades are as follows:

- *Pass:* Loans that are protected by the current net worth and paying capacity of the obligor or by the value of the underlying collateral. Loans in this grade are further broken down into sub-grades ranging from A to E in order to provide for additional granularity in the analyses that are performed.
- *Special Mention:* Loans where a potential weakness or risk exists that could cause a more serious problem if not corrected.
- *Substandard:* Loans that have a well-defined weakness based on objective evidence and can be characterized by the distinct possibility that the Company will sustain some loss if the deficiencies are not corrected.
- *Doubtful:* Loans classified as doubtful have all the weaknesses inherent in a substandard asset. In addition, these weaknesses make full collection or liquidation highly questionable and improbable, based upon the existing circumstances.
- *Loss:* Loans classified as a loss are considered uncollectable, or of such value that continuance as an asset is not warranted.

The following table details the amortized cost of loans receivable, by year of origination (for term loans) and by risk grade within each portfolio segment as of December 31, 2023. The current period originations may include modifications, extensions and renewals.

	Term Loans Amortized Cost Basis by Original Year					
(Dollars in thousands)	2023	2022	2021	Prior	Revolving Loans Amortized Cost Basis	Total
Commercial and industrial						
Risk rating						
Pass	$ 8,684	$ 9,510	$ 1,122	$ 4,377	$ 17,483	$ 41,176
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ 8,684	$ 9,510	$ 1,122	$ 4,377	$ 17,483	$ 41,176
Commercial real estate						
Risk rating						
Pass	$ 143,637	$ 109,757	$ 87,042	$ 173,814	$ -	$ 514,250
Special mention	-	-	-	-	-	-
Substandard	2,688	-	-	4,704	-	7,392
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ 146,325	$ 109,757	$ 87,042	$ 178,518	$ -	$ 521,642
Construction and land development						
Risk rating						
Pass	$ -	$ 398	$ -	$ -	$ -	$ 398
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ -	$ 398	$ -	$ -	$ -	$ 398
Multifamily						
Risk rating						
Pass	$ -	$ -	$ -	$ 17,069	$ -	$ 17,069
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ -	$ -	$ -	$ 17,069	$ -	$ 17,069
Single family Sr. Lien						
Risk rating						
Pass	$ 838	$ -	$ 1,878	$ 2,971	$ 3,472	$ 9,159
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ 838	$ -	$ 1,878	$ 2,971	$ 3,472	$ 9,159
Single family Jr. Lien						
Risk rating						
Pass	$ -	$ 2,500	$ -	$ 712	$ -	$ 3,212
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ -	$ 2,500	$ -	$ 712	$ -	$ 3,212
Single family HELOC						
Risk rating						
Pass	$ -	$ -	$ -	$ -	$ 409	$ 409
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ 409	$ 409
Consumer						
Risk rating						
Pass	$ -	$ -	$ -	$ -	$ 422	$ 422
Special mention	-	-	-	-	-	-
Substandard	-	-	-	-	-	-
Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ 422	$ 422
Total Loans						
Risk rating						
Pass	$ 153,159	$ 122,165	$ 90,042	$ 198,943	$ 21,786	$ 586,095
Special mention	-	-	-	-	-	-
Substandard	2,688	-	-	4,704	-	7,392

Doubtful	-	-	-	-	-	-
Loss	-	-	-	-	-	-
Total	$ 155,847	$ 122,165	$ 90,042	$ 203,647	$ 21,786	$ 593,487

The following table presents the most comparable required information in accordance with previously applicable GAAP for the indicated loan portfolio segments by internal credit risk-grading as of December 31, 2022:

	December 31, 2022					
(Dollars in thousands)	**Commercial and Industrial**	**Commercial Real Estate**	**Construction and Land Development**	**Residential Real Estate**	**Consumer**	**Total**
Pass	$ 29,988	$ 313,777	$ 400	$ 25,879	$ 519	$ 370,563
Special mention	-	-	-	-	-	-
Substandard	-	1,099	-	-	-	1,099
Doubtful	-	598	-	-	-	598
Loss	-	-	-	-	-	-
Total	$ 29,988	$ 315,474	$ 400	$ 25,879	$ 519	$ 372,260

Collateral Dependent Loans

GBank has elected to apply the practical expedient under ASC 326 which permits an entity to estimate credit losses based on the fair value of collateral when either applies: (i) the borrower is experiencing financial difficulty, or (ii) repayment is expected to be provided substantially through the sale or operating of the collateral. Fair value estimates for collateral dependent loans are generally based on the current market value or the "as is" value of the collateral derived from recently received and reviewed appraisals from third-party providers. If repayment is dependent on the sale of the collateral, then the fair value used to measure the allowance for credit losses is adjusted for the costs to sell. GBank held $2.7 million of collateral dependent loans at December 31, 2023.

Allowance for Credit Losses

The level of the allowance for credit losses reflects management's continuing evaluation of product and industry concentrations, specific credit risks, loan loss experience, current loan portfolio quality, present economic, political and regulatory conditions, and unidentified losses expected in the current loan portfolio. Portions of the allowance for credit losses may be allocated for specific credits; however, the entire allowance for credit losses is available for any credit that, in management's judgment, should be charged off.

The following table presents, by portfolio segment, the changes in the allowance for credit losses for the year ended December 31, 2023:

	Allowance for Credit Losses					
(Dollars in thousands)	**Balance, January 1 2023**	**Impact of Adopting ASC 326**	**Provision for Credit Losses**	**Amounts Charged Off**	**Amounts Recovered**	**Balance, December 31 2023**
Commercial and industrial	$ 432	$ -	$ 62	$ (199)	$ -	$ 295
Commercial real estate	6,072	-	1,151	(665)	-	6,558
Construction and land development	10	-	3	-	-	13
Multifamily	212	-	(110)	-	-	102
Single Family Sr. Lien	86	-	(45)	-	-	41
Single Family Jr. Lien	40	-	(7)	-	-	33
Single Family HELOC	8	-	(2)	-	-	6
Consumer	-	-	40	-	-	40
	$ 6,860	$ -	$ 1,092	$ (864)	$ -	$ 7,088

The following table presents the most comparable required information in accordance with previously applicable GAAP regarding activity in and the composition of the allowance for credit losses by portfolio segment for the year ended December 31, 2022.

	December 31, 2022					
(Dollars in thousands)	Commercial and Industrial	Commercial Real Estate	Construction and Land Development	Residential Real Estate	Consumer	Total
Allowance for loan losses:						
Beginning balance	$ 347	$ 5,299	$ 146	$ 356	$ 2	$ 6,150
Provision (credits)	85	1,410	(136)	(10)	(2)	1,347
Amounts recovered	-	-	-	-	-	-
Amounts charged off	-	(637)	-	-	-	(637)
Ending balance	$ 432	$ 6,072	$ 10	$ 346	$ -	$ 6,860
Balance allocated to:						
Individually evaluated for impairment	$ -	$ -	$ -	$ -	$ -	$ -
Collectively evaluated for impairment	432	6,072	10	346	-	6,860
Ending balance	$ 432	$ 6,072	$ 10	$ 346	$ -	$ 6,860
Loans receivable:						
Individually evaluated for impairment	$ -	$ 598	$ -	$ -	$ -	$ 598
Collectively evaluated for impairment	29,988	314,876	400	25,879	519	371,662
Ending balance	$ 29,988	$ 315,474	$ 400	$ 25,879	$ 519	$ 372,260

Modifications to Borrowers Experiencing Financial Difficulty

The Company may modify certain loans when a borrower is experiencing financial difficulties and the Company grants concessions to the borrower that it would not otherwise consider. These concessions may include rate reductions, principal forgiveness, extension of maturity date and other actions intended to minimize potential losses.

As of and for the years ended December 31, 2023 and 2022, there were no loans modifications to borrowers experiencing financial difficulty. There were no defaulted modified loans, nor were there any defaults on modified loans within twelve months of modification during the year ended December 31, 2023.

Note 5 - Premises and Equipment

The following table presents a summary of premises and equipment:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Leasehold Improvements	$ 3,393	$ 3,245
Furniture, fixtures, and equipment	2,620	2,441
Total cost	6,013	5,686
Accumulated depreciation	(5,118)	(4,778)
Net premises and equipment	$ 895	$ 908

Depreciation expense was $341 thousand in 2023 and $365 thousand in 2022.

Note 6 - Operating Leases

The Company leases real estate for its main office, two branch offices as well as office space for operations departments under various operating lease agreements. The lease agreements have maturity dates ranging from September 2025 to October 2032, some of which include options to renew at the Company's discretion. At lease inception, if the Company considers the exercising of a renewal option to be reasonably certain, the Company will include the extended term in the measurement of the right-of-use asset and lease liability.

The lease liability is equal to the present value of the future lease payments, discounted using the rate implicit in the lease (or if that rate cannot be readily determined, the lessee’s incremental borrowing rate). Given that the rate implicit in the lease is rarely available, lease liability amounts were calculated using the Company’s incremental borrowing rate at lease inception, on a collateralized basis, for a similar term.

Operating lease right-of-use assets, as well as operating lease liabilities, are presented as separate line items on the Consolidated Balance Sheet. The Company has elected not to report short-term leases (i.e., leases with initial terms of twelve months or less) on the Consolidated Balance Sheet.

There were no sale and leaseback transactions or leveraged leases for the years ended December 31, 2023 and 2022. There were no leases that had not commenced as of December 31, 2023.

Below is a summary of the operating lease right-of-use asset and related lease liability, as well as the weighted average lease term (in years), weighted average discount rate and total rent expense as of and for the years ended December 31, 2023 and 2022.

(Dollars in thousands)	December 31, 2023	December 31, 2022
Right of use asset	$ 5,334	$ 2,911
Lease liability	$ 5,497	$ 2,981
Weighted average remaining lease term (in years)	8.0	3.7
Weighted average discount rate	4.24%	2.01%
Rent expense	$ 876	$ 939

At December 31, 2023, future minimum payments for operating leases are payable as follows:

(Dollars in thousands)	
Years ending December 31:	
2024	$ 986
2025	907
2026	649
2027	669
2028	738
Thereafter	2,795
Total lease payments	$ 6,744
Less: imputed interest	(1,247)
Present value of lease liability	$ 5,497

Note 7 - Deposits

At December 31, 2023 and 2022, time deposits amounted to $274.7 million and $53.8 million, respectively. Interest expense on time deposit amounted to $5.6 million and $725 thousand for the years ended December 31, 2023 and 2022, respectively.

The scheduled maturities of time deposits at December 31, 2023, are as follows:

(Dollars in thousands)	Time Deposits	
	Less Than $250 Thousand	$250 Thousand or More
Maturing in 2024	$ 160,684	$ 24,301
Maturing in 2025	32,165	11,853
Maturing in 2026	18,126	2,312
Maturing in 2027	2,748	-
Maturing in 2028	22,553	-
Maturing thereafter	-	-
Total time deposits	$ 236,276	$ 38,466

GBank had $82.0 million of brokered certificates of deposit as of December 31, 2023, having terms between six months and five years. Brokered certificates of deposits having a term greater than four years are callable as of December 31, 2023. GBank held no brokered certificates of deposit as of December 31, 2022.

No deposit relationships exceeded five percent of the Company's total deposits as of December 31, 2023. Comparatively, as of December 31, 2022, one deposit relationship consisting of fifteen accounts totaling $39.4 million exceeded five percent of the Company's total deposits.

The aggregate amount of demand deposit overdrafts that were reclassified as loans were $7 thousand at December 31, 2023, compared to $10 thousand as of December 31, 2022.

Note 8 - Subordinated Debt, Other Borrowings, and Available Lines of Credit

Subordinated Debt Issued 2021

On December 15, 2021, the Company completed a $20 million private placement of fixed-to-floating rate subordinated notes (the "2021 Notes"). The 2021 Notes are subordinate and junior in right of payment to the prior payment in full of all existing claims of creditors of the Company whether now outstanding or subsequently created, assumed, guaranteed, or incurred (collectively, "Senior Indebtedness"). The 2021 Notes are not secured by any assets of the Company or its sole existing subsidiary company, GBank.

The 2021 Notes have a maturity date of December 15, 2031 and carry a fixed interest rate of 3.875% for the first five years through December 15, 2026. Thereafter, the 2021 Notes will pay interest at a quarterly adjustable rate equal to the then-current three-month term Secured Overnight Financing Rate ("SOFR") as published by the Federal Reserve Bank of New York, plus two hundred and eighty-nine (289) basis points.

Interest on the 2021 Notes is payable quarterly in arrears semiannually on December 15 and June 15. The 2021 Notes are redeemable by the Company in whole or in part on any interest payment date beginning with the interest payment date of December 15, 2026. The net proceeds of the 2021 Notes were $19.6 million which includes $558 thousand of debt issuance costs that are being amortized over the expected life of the 2021 Notes.

The 2021 Notes qualify as Tier II capital for the Company for regulatory capital purposes. At the closing of the private placement, the Company invested $18 million into the Company's wholly owned subsidiary, GBank. The funds invested into GBank are treated as Tier I capital.

Subordinated Debt Issued 2020

On December 30, 2020, the Company completed a $6.5 million private placement of fixed-to-floating rate subordinated notes (the "2020 Notes"). The 2020 Notes are subordinate and junior in right of payment to the prior payment in full of all existing claims of creditors of the Company whether now outstanding or subsequently created, assumed, guaranteed, or incurred (collectively, "Senior Indebtedness"). The 2020 Notes are not secured by any assets of the Company or its sole existing subsidiary company, GBank.

The 2020 Notes have a maturity date of January 15, 2031 and carry a fixed interest rate of 4.50% for the first five years through January 14, 2026. Thereafter, the 2021 Notes will pay interest at a quarterly adjustable rate equal to the then-current three-month term Secured Overnight Financing Rate ("SOFR") as published by the Federal Reserve Bank of New York, plus four hundred twenty-three (423) basis points.

Interest on the 2020 Notes is payable quarterly in arrears semiannually on January and July 15. The 2020 Notes are redeemable by the Company in whole or in part on any interest payment date beginning with the interest payment date of January 15, 2026. The net proceeds of the 2020 Notes were $6.3 million which includes $207 thousand of debt issuance costs that are being amortized over the expected life of the 2020 Notes.

The 2020 Notes qualify as Tier II capital for the Company for regulatory capital purposes. At the closing of the private placement, the Company invested $6.0 million into the Company's wholly owned subsidiary, GBank. The funds invested into GBank are treated as Tier I capital.

During the years ended December 31, 2023 and 2022, the Company recorded interest expense on subordinated debt issuances totaling $1.1 million each year, respectively, of which $192 thousand was accrued as of both December 31, 2023 and 2022.

Lines of Credit

The Company has a line of credit available from the FHLB of San Francisco. Pursuant to collateral agreements with the FHLB of San Francisco, the arrangement is collateralized by qualifying securities having a market value of $87.5 million and pledged loans having a carrying value of $47.4 million at December 31, 2023. Comparatively, the arrangement was collateralized by qualifying securities pledged loans having approximate market values of $14.9 million at December 31, 2023.

The unused borrowing capacity at December 31, 2023 and 2022 with the FHLB of San Francisco, as collateralized by qualifying securities and pledged loans, was approximately $117.8 million and $102.7 million, respectively. No draws have been made on the line and on December 31, 2023 and 2022 the balance was zero.

Other Borrowing Arrangements

During 2023, GBank was approved to pledge loans under the Federal Reserve Bank's Borrower-In-Custody ("BIC") Program. As of December 31, 2023, the Company had pledged loans with an approximate carrying value of $422.4 million to the BIC Program and had unused borrowing capacity of $164.5 million.

As of December 31, 2023, the Company had one short-term FRB borrowing of $30.0 million executed under the BIC Program in October 2023 having a fixed interest rate of 5.5% maturing in January 2024. The average balance of short-term borrowings was $6.2 million and the weighted average interest rate was 5.5% during the year ended December 31, 2023.

The Company had no long-term debt outstanding during the year ended December 31, 2023.

Comparatively, the Company had no long-term debt or short-term borrowings outstanding during the year ended December 31, 2022.

Note 9 - Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and in several states in which the Company originates loans. The Company identifies its federal tax return as its major tax jurisdiction. The periods subject to examination for the Company's federal tax return are 2021, 2022 and 2023. The Company believes that its income tax filing positions and deductions will be sustained on audit and does not anticipate any adjustments that will result in a material change to its financial position. Therefore, no reserves for uncertain income tax positions have been recorded pursuant to applicable guidance.

From time to time, the Company may be assessed interest or penalties by tax jurisdictions, although the Company has had no such significant assessments historically. The Company's policy is to include interest and penalties related to income taxes as a component of income tax expense.

Significant components of the Company's deferred tax asset, included in other assets on the consolidated balance sheets, are shown in the following table:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Deferred tax assets:		
Allowance for credit losses	$ 1,635	$ 1,583
Depreciation	254	243
Deferred compensation	846	787
Unrealized losses on securities available for sale	80	67
Lease adjustments	38	15
Other	17	513
Total deferred tax assets	2,870	3,208
Deferred tax liabilities:		
Capitalized loan costs	(1,923)	(1,208)
Other	(591)	(326)
Total deferred tax liabilities	(2,514)	(1,534)
Net deferred tax asset	$ 356	$ 1,674

The Company has no valuation allowance as of December 31, 2023 or 2022.

The following table presents the components of the provision for income taxes as of December 31, 2023 and 2022:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Current tax provision (benefit):		
Federal	$ 1,634	$ 2,630
State	150	560
Total current tax provision (benefit)	1,784	3,190
Deferred tax expense (benefit):		
Federal	758	(15)
State	64	(10)
Total deferred tax expense (benefit)	822	(25)
Total provision for income taxes	$ 2,606	$ 3,165

For the years ended December 31, 2023 and 2022, the Company's effective tax rate was 19% and 23%, respectively, as compared to the statutory federal income tax rate of 21%. The difference is attributable to income tax rates for the states in which the Company has operations. The effective rates for 2023 and 2022 differ from the expected statutory rate due to permanent differences and state taxes.

A reconciliation of the federal income tax provision at the statutory rate to GBank's actual federal income tax provision at its effective rate is as follows:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Provision at the expected statutory rate	$ 2,840	$ 2,947
State income taxes, net of federal tax benefit	406	442
Effect of investment in life insurance	(68)	(75)
Effect of merger-related expenses	49	-
Effect of stock-based compensation	(17)	(160)
Other items	(604)	11
Total provision for income taxes	$ 2,606	$ 3,165

Note 10 - Commitments and Contingencies

Financial Instruments with Off-Balance-Sheet Risk

The Company is party to financial instruments with off-balance-sheet risk in the normal course of business to meet the financing needs of its customers. These financial instruments consist of commitments to extend credit and standby letters of credit. They involve, to varying degrees, elements of credit risk in excess of the amounts recognized in the consolidated balance sheet.

The Company's exposure to credit loss in the event of nonperformance by the other parties to the financial instruments for these commitments is represented by the contractual amounts of those instruments. The Company uses the same credit policies in making commitments and conditional obligations as it does for on-balance-sheet instruments.

A summary of the contractual amounts of the Company's exposure to off-balance-sheet risk as of December 31, 2023 and 2022 is as follows:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Commitments to extend credit [1]	$ 33,450	$ 28,489
Standby letters of credit [2]	967	1,018
	$ 34,417	$ 29,507

(1) Includes unsecured commitments of $4.6 million and $3.7 million as of December 31, 2023 and 2022, respectively.
(2) Includes cash secured standby letters of credit of $967 thousand and $248 thousand as of December 31, 2023 and 2022, respectively.

Commitments to extend credit are agreements to lend to a customer provided there is no violation of any condition established in the contract. Commitments generally have fixed expiration dates or other termination clauses and may require payment of a fee since many of the commitments are expected to expire without being drawn upon. The total commitment amounts do not necessarily represent future cash requirements. The Company evaluates each customer's creditworthiness on a case-by-case basis. The amount of collateral obtained, if deemed necessary by the Company upon extension of credit, is based upon Management's credit evaluation of the counterparty. Collateral held varies, but may include accounts receivable; inventory; property, plant and equipment; income-producing commercial properties; and land loans.

Standby letters of credit are conditional commitments issued by the Company to guarantee the performance of a customer to a third party. Those guarantees are primarily issued to support public and private borrowing arrangements. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers. Collateral held varies as specified above and is required as the Company deems necessary.

In accordance with the adoption of ASC Topic 326 in 2023, GBank began calculating estimated credit losses for off-balance-sheet credit exposures which are not unconditionally cancellable. The allowance for credit losses relating to off-balance-sheet exposures is measured on a collective (pool) basis, with these pools mirroring the segments used for the calculation of the allowance for credit losses for loans, as these unfunded commitments share similar risk characteristics with the loan portfolio segments. The allowance for credit losses related to off-balance-sheet commitments was $20 thousand at both December 31, 2023 and 2022 and is recorded in other liabilities on the consolidated balance sheets.

Financial Instruments with Concentrations of Credit Risk

The Company's loan portfolio is concentrated in commercial real estate loans. Substantially all of these loans are secured by first liens with an initial loan to value ratio of generally not more than 80%. Commercial real estate loans accounted for approximately 88% and 85% of the total gross loans at December 31, 2023 and 2022, respectively. No other loan classification exceeded 10% of the loan portfolio at December 31, 2023 or 2022.

The Company makes commercial, commercial real estate, residential real estate and consumer loans to customers in its Local Market and to customers located throughout the United States through the Company's nationwide government guaranteed loan programs.

The Company's loans are expected to be repaid from cash flow or from proceeds from the sale of selected assets of the borrowers. Unsecured loans accounted for less than 1% of total gross loans at December 31, 2023, compared to 1% of total gross loans at December 31, 2022.

At December 31, 2023, the Company's loan portfolio included loans and loan commitments in 39 states. The following table sets forth the dispersion of loan commitments (balances and undisbursed loan proceeds) with amounts and the percentage of the total commitments in the states with five percent of the total loan commitments:

(Dollars in thousands)	December 31, 2023	
	Amounts	**Percentage**
Nevada	$ 209,117	29.27%
California	47,892	6.70%
Illinois	50,824	7.11%
North Carolina	94,628	13.25%
Ohio	38,849	5.44%
Texas	38,531	5.39%
Virginia	36,692	5.14%
Other	197,811	27.70%
Total Loan Commitments	$ 714,344	100.00%

Legal Contingencies

The Company is a party to various legal actions normally associated with collections of loans and other business activities of financial institutions, the aggregate effect of which, in Management's opinion, would not have a material adverse effect on the Company's financial statements. In the opinion of Management, such proceedings are substantially covered by insurance, and the ultimate disposition of such proceedings are not expected to have a material adverse effect on the Company's financial position, results of operations, or cash flows.

GBank was a party to a lawsuit brought about by a former employee alleging wrongdoing on the part of GBank which ultimately resulted in the wrongful termination of the former employee. GBank was being defended by its insurance carrier and its retained legal counsel. The case was settled during 2022.

Executive Agreements

The Company has entered into agreements with its key employees stating that, in the event the Company terminates the employment of these officers without cause or upon change in control of the Company, the Company may be liable for the employees' salary for a period of time as outlined in the agreements.

Other Commitments

During the second quarter of 2022 the Company entered into a Limited Partnership Agreement with a venture capital fund under which the Company has committed up to $2.0 million in capital contributions to the partnership. The Company is a limited partner of the partnership with no controlling financial interests. Capital contributions are expected to be made through 2027. The Company had made capital contributions to the venture capital fund totaling $360 thousand and $300 thousand as of December 31, 2023 and 2022, respectively, with this balance included in other assets on the Consolidated Balance Sheet.

Note 11 - Related-Party Transactions

In the course of ordinary business, the Company has granted loans to officers, directors and their affiliates ("related parties"). The following table presents a summary of the loan activity to related parties:

(Dollars in thousands)	December 31, 2023	December 31, 2022
Beginning Balance	$ 12,092	$ 12,340
Advances	865	637
Repayments	(471)	(885)
Ending Balance	$ 12,486	$ 12,092

Undisbursed loan commitments with related parties totaled approximately $1.8 million and $1.9 million as of December 31, 2023 and 2022, respectively.

In April 2015, the Company entered into a sponsorship and program management agreement with BankCard Services, LLC ("BCS"), a newly formed entity that is related by common ownership to the Company. The agreement was amended and restated in June 2022. Under this agreement, the Company issues prepaid debit cards through its memberships in the Discover, MasterCard, VISA, and various other networks and BCS serves as the program manager for the cards. In addition to card issuance, the Company provides settlement accounts and receives a percentage of BCS's gross revenues as compensation for these services. The Company recognized $243 thousand and $610 thousand in revenue associated with this arrangement during the years ended December 31, 2023 and 2022. This agreement was amended and restated in May 2023.

On June 26, 2024, the Company issued a press release announcing the completion of its acquisition of a 32.99% non-voting equity interest in BCS. See Note 16 – Investment in BankCard Services LLC for more information.

Deposits from related parties in the normal course of business totaled approximately $54.0 million and $41.2 million as of December 31, 2023 and 2022, respectively.

GBank leases its headquarters location, as well as two branch locations, from related parties. Rent paid to related parties was $649 thousand in 2023 and $647 thousand in 2022. The future minimum payments to related parties are $649 thousand (2024), $649 thousand (2025), $649 thousand (2026), $669 thousand (2027), $738 thousand (2028) and $2.8 million thereafter.

Note 12 - Regulatory Capital Requirements

The Company is subject to various regulatory capital requirements administered by federal and state banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory and possibly additional discretionary actions by regulators that, if undertaken, could have a direct material effect on the Company's financial statements.

On November 4, 2019, the federal banking agencies jointly issued a final rule that provides for an optional, simplified measure of capital adequacy, the community bank leverage ratio ("CBLR") framework, for qualifying community banking organizations, consistent with Section 201 of the Economic Growth, Regulatory Relief, and Consumer Protection Act. The final rule was effective on January 1, 2020 and allows qualifying community banking organizations to calculate a leverage ratio to measure capital adequacy. Banks opting into the CBLR framework are not required to calculate or report risk-based capital. The Company adopted the CBLR standards with its Call Report filed with the federal banking agencies for the quarter ended September 30, 2020.

Qualifying community banking organizations that elect to use the community bank leverage ratio framework and that maintain a leverage ratio of greater than 9 percent are considered to have satisfied the risk-based and leverage capital requirements in the agencies' generally applicable capital rule. Additionally, such insured depository institutions are considered to have met the well-capitalized ratio requirements for purposes of section 38 of the Federal Deposit Insurance Act.

The main components and requirements of the community bank leverage ratio framework are as follows:

- Tier 1 Capital Leverage ratio greater than 9 percent
- Less than $10 billion in average total consolidated assets
- Off-balance-sheet exposures of 25 percent or less of total consolidated assets
- Trading assets plus trading liabilities of 5 percent or less of total consolidated assets
- Not an advanced approaches banking organization

As of December 31, 2023 and 2022, the Company and GBank were in compliance with the CBLR requirements. The table below presents a summary of the main components and requirements of the CBLR for the periods ending December 31, 2023 and 2022.

(Dollars in thousands)	**December 31, 2023**	**December 31, 2022**
Bank Tier 1 Capital Leverage Ratio	14.06%	15.08%
Average Total Consolidated Assets	$ 835,610	$ 681,525
Off-Balance-Sheet Exposures	$ 26,823	$ 20,045
Ratio of Off-Balance-Sheet Exposures to Total Assets	2.93%	2.94%
Trading Assets	None	None
Advances Approaching Banking Organization	No	No

Additionally, State of Nevada banking regulations restrict distribution of the net assets of the Company. These regulations require the sum of the Company's stockholders' equity and allowance for credit losses to be at least six percent of the average of the Company's total daily deposit liabilities for the preceding sixty days. As a result of these regulations, approximately $42.5 million and $34.7 million of the Company's stockholders' equity was restricted as of December 31, 2023 and 2022, respectively.

Note 13 - Fair Value Accounting

The Company uses a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Valuations for assets and liabilities traded in active exchange markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2: Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar assets or liabilities.

Level 3: Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker-traded transactions. Level 3 valuations incorporate certain unobservable assumptions and projections in determining the fair value assigned to such assets.

There were no transfers between Levels 1, 2, and 3 during the years ended December 31, 2023 and 2022.

Assets Measured at Fair Value on a Recurring Basis

Securities Available for Sale - The fair value of investment securities classified as available for sale is measured using information from a third-party pricing service. The pricing service uses quoted market prices on nationally recognized securities exchanges (Level 1), or matrix pricing (Level 2), which is a mathematical technique, used widely in the industry to value debt securities without relying exclusively on quoted market prices for the specific securities but rather by relying on the securities' relationship to other benchmark quoted prices.

The table below presents the balance of financial assets measured at fair value on a recurring basis by level within the fair value hierarchy:

		Fair Value Measurements at December 31, 2023 Using:		
(Dollars in thousands)	**Carrying Value at December 31, 2023**	**Quoted Prices In Active Markets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets:				
Available-for-sale debt securities:				
U.S. government agencies	$ 2,660	$ -	$ 2,660	$ -

		Fair Value Measurements at December 31, 2022 Using:		
(Dollars in thousands)	**Carrying Value at December 31, 2022**	**Quoted Prices In Active Markets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets:				
Available-for-sale debt securities:				
Mortgage-backed U.S. government agencies	$ 2,978	$ -	$ 2,978	$ -

Assets Measured at Fair Value on a Nonrecurring Basis

Certain assets are measured at fair value on a nonrecurring basis; that is, the instruments are not measured at fair value on a recurring basis but are subject to fair value adjustments in certain circumstances (for example, when there is evidence of impairment).

Individually Evaluated Loans, Net of Allowance for Credit Losses - Individually evaluated loans, net of allowance for credit losses, are valued based on the fair value of the loan's collateral, generally determined based upon independent third-party appraisals of the properties. These loans are included as Level 3 fair values, based on the lowest level of input that is significant to the fair value measurements.

Loan Servicing Rights - Loan servicing rights consist primarily of the right to service the guaranteed portion of loans sold to others. The fair value of the servicing asset is essentially a valuation of the net future income stream. Significant inputs to the valuation include the rate of the servicing fee, the estimated repayment speed of the loan, and the estimated cost to service the loan. These characteristics classify loan servicing rights as Level 3.

The table below presents the balance of financial assets measured at fair value on a nonrecurring basis by level within the fair value hierarchy:

		Fair Value Measurements at December 31, 2023 Using:		
(Dollars in thousands)	**Carrying Value at December 31, 2023**	**Quoted Prices In Active Markets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets:				
Individually evaluated loans	$ 2,184	$ -	$ -	$ 2,184
Loan servicing asset	7,053	-	-	11,632

		Fair Value Measurements at December 31, 2022 Using:		
(Dollars in thousands)	**Carrying Value at December 31, 2022**	**Quoted Prices In Active Markets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets:				
Loan servicing asset	$ 9,359	$ -	$ -	$ 13,671

The following tables present additional quantitative information about assets measured at fair value on a nonrecurring basis and for which the Company has utilized Level 3 inputs to determine the fair value.

(Dollars in thousands)	Quantitative Information About Level 3 Fair Value Measurements				
December 31, 2023	**Fair Value Estimate**	**Valuation Technique**	**Unobservable Input**	**Range**	**Weighted Average**
Assets:					
Loan servicing asset	$ 11,632	Multiple of annual service fee	Estimated prepayment speed based on rate and term	15%-16%	15%
Individually evaluated loans	2,184	Appraisal (1)	Appraisal adjustments (2)	13%-13%	13%

(Dollars in thousands)	Quantitative Information About Level 3 Fair Value Measurements				
December 31, 2022	**Fair Value Estimate**	**Valuation Technique**	**Unobservable Input**	**Range**	**Weighted Average**
Assets:					
Loan servicing asset	$ 13,671	Multiple of annual service fee	Estimated prepayment speed based on rate and term	14-15%	15%

(1) Fair value is generally determined through independent appraisals which generally include various level 3 inputs that are not identifiable.

(2) Appraisal amounts may be adjusted by management for qualitative factors such as economic conditions and estimated liquidation expenses. The range of liquidation expenses and other adjustments are presented as a percent of the appraisal or financial statement book value.

Carrying amounts and estimated fair values of financial instruments at December 31, 2023 and 2022 were as follows:

		December 31, 2023		December 31, 2022	
(Dollars in thousands)	**Fair Value Hierarchy Level**	**Carrying Amount**	**Estimated Fair Value**	**Carrying Amount**	**Estimated Fair Value**
Financial instruments - assets					
Cash and due from banks	1	$ 5,227	$ 5,227	$ 5,656	$ 5,656
Interest-bearing deposits with other financial institutions	1	92,706	92,706	130,780	130,780
Investment securities available for sale	2	2,660	2,660	2,978	2,978
Investment securities held to maturity	2	97,719	96,403	104,543	102,646
Loans held for sale	3	89,362	90,372	37,439	38,635
Loans, net	3	587,272	582,985	361,147	361,306
Federal Home Loan Bank stock	2	3,222	3,222	1,890	1,890
Accrued interest receivable	3	5,587	5,587	3,672	3,672
Financial instruments - liabilities					
Deposits	2	745,700	715,451	555,433	491,544
Short-term borrowings	2	30,000	30,000	-	-
Subordinated debt	2	26,013	25,884	25,939	24,234
Accrued interest payable	2	1,529	1,529	135	135

Note 14 – Equity Award Plans

The 2007 Long-Term Stock Option Plan. The Company's 2007 Long-Term Stock Option Plan (the "2007 Plan") was for the benefit of organizers, directors, and key employees of the Company and all of its subsidiaries, including GBank. The 2007 Plan was authorized to issue up to 700,000 shares of Common Stock, of which 688,650 had been granted and 11,350 were unawarded and forfeited by plan expiration. Of the Common Stock shares granted, 495,775 had been issued, 94,000 had been cancelled and forfeited by plan expiration, and 98,875 are outstanding as of December 31, 2023. The 2007 Plan required that the exercise price be equal to the fair market value of the Company's Common Stock at the date of grant. Currently granted and outstanding stock options have an exercise price of $1.50 per share. Generally, the options granted under the 2007 Plan had a five-year vesting at 20% per year with a ten-year life. The 2007 Plan contains a provision allowing the primary federal regulator to direct the institution to require plan participants to exercise or forfeit their stock rights if the institution's capital falls below the minimum requirements as determined by its state or primary federal regulator. Stock rights are not transferable by participants. Due to the scheduled expiration of the 2007 Plan, no further grants will be made under said Plan. The Company also has the 2016 Incentive Plan (the **"**Incentive Plan").

The 2016 Equity Incentive Plan. The Incentive Plan is intended to assist the Company in aligning the interests of the Company's directors and employees with the interests of the stockholders. The Incentive Plan supplemented the 2007 Plan and continued the compensation policies and practices through the issuance of a wide scope of products and incentives. The Company, through the Incentive Plan has the ability to grant equity-based incentives to eligible participants through the issuance of long-term incentive compensation such as stock options, stock appreciation rights, restricted stock units, restricted stock, stock awards and other awards based on, or related to, shares of the Common Stock (together with incentive stock options, collectively referred to as "Incentive Awards"). As approved by the stockholders at its 2021 and 2023 Annual Meetings, the maximum total number of shares available for Incentive Awards under the Incentive Plan is 1,000,000 shares of Common Stock, plus all shares subject to Incentive Awards that are canceled, surrendered, modified, exchanged for substitute Incentive Awards or that expire or terminate prior to the exercise or vesting of the Incentive Awards in full, plus shares that are surrendered to the Company in connection with the exercise or vesting of Incentive Awards, whether previously owned or otherwise subject to such Incentive Awards. Such shares shall be authorized and may be unissued shares, shares issued and repurchased by the Company, shares issued and otherwise reacquired by the Company and shares otherwise held by the Company. As of December 31, 2023, the Company has granted 620,940 Incentive Awards under the Incentive Plan, of which 42,646 have been cancelled, 196,224 have been issued, and 382,070 are outstanding.

On October 25, 2022, and effective January 1, 2023, the members of the Boards for both the Company and GBank agreed to receive their respective compensation in the form of shares of Common Stock in lieu of cash payments with the price per share based on the closing price of the Common Stock as quoted on the OTCQX.

The following table presents the number of options that have been granted, exercised, cancelled, or forfeited over the life of the 2007 Plan and the total awards outstanding as of December 31, 2023:

	Activity As of December 31, 2023
Awards granted	688,650
Exercises	(495,775)
Cancellations / forfeitures	(94,000)
Awards outstanding	98,875

The following table presents the number of Incentive Awards that have been granted, exercised, cancelled, or forfeited over the life of the Incentive Plan, as well as activity within the Incentive Plan during the year ended:

	December 31, 2023	December 31, 2022
Outstanding, beginning of year	201,900	115,404
Awards granted	232,700	132,100
Vested	(52,530)	(39,116)
Cancellations / forfeitures	-	(6,488)
Outstanding, end of year	382,070	201,900

	December 31, 2023
Total shares available for grant under the Equity Plan	1,000,000
Awards granted	(620,940)
Cancellations / forfeitures	42,646
Remaining shares available for grant	421,706

The following provides activities of outstanding options under both the 2016 Plan and Incentive Plan for the year ended December 31, 2023:

	Options	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value ($000)
Outstanding at January 1, 2023	201,875	$ 6.11	5.8	$ 1,180
Granted	65,000	12.37		
Exercised	(3,000)	1.50		
Cancelled/Forfeited	-	0.00		
Expired	-	0.00		
Outstanding at December 31, 2023	263,875	$ 7.70	6.1	$ 3,710
Vested and exercisable at December 31, 2023	118,875	$ 3.06	2.4	$ 1,671

Stock options exercised were 3,000 and 424,325 in 2023 and 2022, respectively.

The following table presents information about stock options exercised for the years ended December 31, 2023 and 2022.

(Dollars in thousands)	2023	2022
Total intrinsic value of options exercised	$ 37	$ 686
Cash received from options exercised	$ 4	$ 129
Tax deduction realized from options exercised	$ -	$ 719

During the second quarter of 2022, the Company approved a Stock Option Loan program (the "Program"). Current employees and directors of the Company or GBank having vested stock options are eligible to participate. Under this program, the Company makes a secured loan to the option holder, who then uses the proceeds of that loan to pay the exercise price of the stock options. The collateral for the loan is the shares that the option holder obtains upon exercise of the option using the loan proceeds, and the option holder enters into a pledge agreement in that regard. In addition, the stock option loans are 100% recourse to the borrowers. Option holders must use the proceeds of the stock option loan to exercise the options before the expiration date, and thereby acquire the underlying common stock.

The stock option loans have a term of nine years with an option to extend for an additional one-year term. The stock option loans have annual interest-only payments for the duration of the note term, with the principal amount being due in full (to the extent not paid in full by that time) at maturity. The stock option loans have a fixed interest rate equal to the most recent IRS Applicable Federal Rate for the term of the loan. Borrowers may prepay principal on the stock option loans at any time without penalty. In addition, if the participant terminates employment with the Company or GBank while the loan is outstanding for any reason (other than disability or retirement), the Company has the right to repurchase the stock acquired through the stock option loan at a price equal to the daily volume weighted average price per share of the Company's common stock on the OTCQX for the twenty most recent trading days, ending on and including the business day immediately before the repurchase date.

During the second quarter of 2022, $557 thousand of stock option loans were extended to certain employees and directors of the Company and GBank, resulting in the exercise of 338,200 stock options.

There were 147,150 and 32,100 shares of restricted stock granted to employees and directors under the Incentive Plan during the years ended December 31, 2023 and 2022, respectively. Shares granted under the plan in 2023 vest over a period of three years, beginning on the first anniversary following the award date. Shares granted under the plan prior to 2023 vest over a period of five years, beginning on the first anniversary following the award date.

The Company recognizes compensation expense resulting from the award of the restricted shares based on the grant date fair value of the award. The grant date fair value of the awards granted during 2023 was $13.50 and $9.70 for awards granted during 2022. The compensation expense is recognized ratably over the vesting period of the award. The Company recognizes forfeitures in the period in which the forfeiture occurs.

The following table presents compensation expense and related tax benefits for restricted stock awards recognized on the Consolidated Statements of Income.

(Dollars in thousands)	2023	2022
Compensation expense	$ 746	$ 227
Tax benefit	(157)	(48)
Net income effect	$ 589	$ 179

The following table presents information regarding non-vested restricted stock as of December 31, 2023.

	Shares	Weighted Average Grant Date Fair Value
Non-vested at January 1, 2023	101,900	$ 8.17
Vested	(31,980)	7.07
Cancelled/Forfeited	-	0.00
Granted	147,150	13.50
Non-vested at December 31, 2023	217,070	$ 11.94

As of December 31, 2023, there was approximately $2.6 million of total unrecognized compensation cost associated with nonvested restricted stock awards. The remaining cost is expected to be recognized over a weighted average period of approximately 34 months.

The following table presents information regarding the non-vested stock option awards as of December 31, 2023.

	Options	Weighted Average Exercise Price Per Share
Non-vested at January 1, 2023	100,000	$ 10.80
Vested	(20,000)	10.80
Cancelled/Forfeited	-	0.00
Granted	65,000	12.37
Non-vested at December 31, 2023	145,000	$ 11.50

As of December 31, 2023, there was approximately $325 thousand of total unrecognized compensation cost associated with nonvested stock option awards. The remaining cost is expected to be recognized over a weighted average period of approximately 51 months.

Note 15 - Employee Benefit Plans

401(k) plan: The Company has a qualified 401(k) employee benefit plan ("EBP") that covers substantially all full-time employees. Participants can defer up to 96% of their annual compensation in accordance with statutory limits. Additionally, the Company can make a discretionary contribution to the EBP on an annual basis. For the years ended December 31, 2023 and 2022, the Company contributed approximately $602 thousand and $452 thousand to the EBP, which are included in noninterest expense on the consolidated statements of income, respectively.

Effective January 1, 2017, the Company elected a Safe Harbor matching contribution wherein the Company matches 100% of the first 4% of employee contributions.

Deferred incentive compensation plan: On December 15, 2016, the Company adopted an unfunded nonqualified deferred incentive compensation plan (the Plan) primarily to provide supplemental retirement benefits and incentive compensation for selected employees. The Company contributes to the Plan in the amounts determined according to the terms of each participant's agreement. Each participant shall vest in an amount of one-third of each contribution each Plan year until age 65 then all contributions will be fully vested at inception. Each year, contributions and deferrals are to be distributed for each of the three immediately preceding years, plus related interest. The accrued liability for the Plan is included in other liabilities on the consolidated balance sheets and totaled $3.6 million as of December 31, 2023 and $3.4 million as of December 31, 2022. The expense related to the plan was $37 thousand in 2023 and $19 thousand in 2022 and is included as a component of noninterest expense on the consolidated statements of income.

Note 16 – Investment in BankCard Services, LLC

On December 14, 2023, the Company issued a press release announcing the execution of a definitive merger agreement whereby GBank will acquire BankCard Services, LLC ("BCS") in an all-stock transaction. When completed, BCS will operate as a subsidiary of GBank, further enhancing its Gaming FinTech products. BCS patented Pooled Player (PPA™) and Pooled Consumer (PCA™) Programs shall expand cashless payment solutions to a growing network of gaming and payments partners and financial institutions.

Merger-related expenses totaled $203 thousand for the year ended December 31, 2023, and consisted of legal and professional fees associated with the due diligence, fairness opinion, and other costs related to the planned BCS acquisition.

On May 28, 2024, the Company issued a press release announcing the restructuring of the BCS transaction, and on June 26, 2024 the Company announced the completion of its acquisition of a 32.99% non-voting equity interest in BCS. This acquisition was completed by exchanging 231,508 shares of restricted, non-voting GBFH common stock for 143,371 shares of non-voting BCS common stock. The GBFH non-voting stock must be held by BCS for a minimum of one year and can only be converted into voting shares upon a disposition by BCS, in accordance with applicable Federal Reserve regulations.

Note 17 – Private Placement Offering

On October 16, 2024 the Company completed a private placement offering whereby 1,081,081 shares of common stock were sold to certain investors for an aggregate purchase price of $20 million, equivalent to $18.50 per share. After deducting offering related expenses, net proceeds to the Company were approximately $19.5 million.

Note 18 – Condensed Financial Statements of Parent Company

Information relating to the parent company's condensed balance sheets at December 31, 2023 and 2022 and the related condensed statements of income and cash flows for the years ended December 31, 2023 and 2022 are presented below:

(Dollars in thousands)		
ASSETS	**December 31, 2023**	**December 31, 2022**
Cash and cash equivalents	$ 7,157	$ 9,510
Investment in subsidiary	117,265	102,549
Other assets	488	867
Total Assets	$ 124,910	$ 112,926
LIABILITIES AND STOCKHOLDERS' EQUITY		
Subordinated debt	$ 26,013	$ 25,939
Other liabilities	470	191
Stockholders' equity	98,427	86,796
Total Liabilities and Stockholders' Equity	$ 124,910	$ 112,926

(Dollars in thousands)	**Years Ended December 31,**	
INCOME	**2023**	**2022**
Dividends from subsidiaries	$ -	$ -
Other income	14	14
Total interest income	14	14
EXPENSES		
Interest on subordinated debt	$ 1,142	$ 1,144
Other expenses	1,438	947
Total expenses	2,580	2,091
(Loss) income before income tax and equity in undistributed earnings of subsidiary	(2,566)	(2,077)
Income tax benefit	727	502
Equity in undistributed earnings of subsidiary	12,759	12,443
Net income	$ 10,920	$ 10,868

	Years Ended December 31,	
(Dollars in thousands)	**2023**	**2022**
Cash flows from operating activities:		
Net income	$ 10,920	$ 10,868
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Equity in undistributed earnings of subsidiary	(12,759)	(12,443)
Stock compensation expense	746	227
Amortization of subordinated debt issuance costs	74	63
Net change in deferred income taxes	511	(188)
Net change in other assets	41	(152)
Net change in other liabilities	167	-
Net cash used in operating activities	(300)	(1,625)
Cash flows from investing activities:		
Investment in equity securities	(60)	(300)
Investment in subsidiary	(2,000)	-
Net cash used in investing activities	(2,060)	(300)
Cash flows from financing activities:		
Repayment (issuance) of stock option loans and other	3	(557)
Net proceeds from restricted stock award and option exercises	4	686
Net cash provided by financing activities	7	129
Net decrease in cash and cash equivalents	(2,353)	(1,796)
Cash and cash equivalents:		
Beginning of year	$ 9,510	$ 11,306
End of year	$ 7,157	$ 9,510

BUSINESS

General

We are a bank holding company that conducts business through its wholly owned subsidiary, GBank, collectively referred to as "our," "us," or "we." GBank is a Nevada state-chartered bank, with deposits insured by the FDIC. Founded in 2007, we operate two full-service commercial branches in Las Vegas, Nevada, with primary lending activities focused on its National SBA business and on engaging clients in Nevada, California, Utah, and Arizona within its Commercial Banking business. We have key businesses in three prominent products: Government Guaranteed Lending, Gaming FinTech, and Commercial Banking.

As the result of a reorganization approved by stockholders in 2017, GBank became our wholly owned subsidiary. GBank's deposits are insured up to the applicable limits by the FDIC. Our administrative headquarters is located at 9115 West Russell Road, Suite 110, Las Vegas, Nevada 89148.

GBank provides general commercial banking services with an emphasis on serving the needs of small- and medium-sized businesses, high net worth individuals, professionals, and investors. GBank offers a full complement of consumer deposit products and is focused on delivering a premium level of service. GBank is committed to fulfilling our responsibilities under the Community Reinvestment Act in assessing and attempting to meet the credit needs of all members of the communities it serves.

We derive our revenue from interest on loans, interest on investments, various fees and service charges, loan servicing, and gains on loan sales at GBank level. GBank offers a full range of deposit and loan products for businesses including remote deposit capture, online banking, commercial real estate loans, commercial lines of credit, and government guaranteed loans. The products offered by GBank are highly commoditized. However, GBank focuses on delivering their products with a premium level of service from what we believe to be the highest quality team members in the industry. Although GBank's products are competitively priced, GBank does not claim to have the least expensive products. Examples of the high value service offered by GBank are: (i) loan decisions within days of an initial request that includes the applicable information to evaluate, and (ii) house calls by GBank's business bankers to open deposit accounts at our clients' offices, without requiring the client to come into the business banking center. This level of service is more costly to deliver and thus GBank may not always be the low-cost provider, however, we believe that GBank provides this level of service that will allow for a higher level of revenue and significantly better margins than industry averages.

Our Management evaluates our services on an ongoing basis and will add or delete services based upon the needs of our customers, competitive factors, and our financial and other capabilities. Future services may also be significantly influenced by improvements and developments in technology and evolving state and federal laws and regulations.

We had 163 full-time equivalent employees as of December 31, 2023, the majority of which are employed by GBank.

As of December 31, 2023, we had total assets of $918.4 million of which $594.4 million were loans. We also had $745.7 million in deposits. GBank's Tier 1 Capital Leverage Ratio was 14.06% as of December 31, 2023.

We have experienced tremendous success for the past five years. Fueled by strong relationships with business owners, organizational leaders, and professionals in our primary markets, we grew net income by 133% to $10.9 million in 2023, up from $4.7 million in 2018. Further, we grew total assets by 285% to $918.4 million as of December 31, 2023, up from $238.4 million as of December 31, 2018.

Our secret to long-term success and consistent double-digit growth is simple: our fostering of strong banking relationships. The best indicators of growing relationships are demand deposits and business accounts. From the five-year period beginning at year-end 2018 and through the end of 2023, our total deposits grew 272% to $745.7 million. As of December 31, 2023, noninterest-bearing demand deposits represented 29% of total deposits at GBank, which is much higher than the industry average. These results were achieved through an intentional focus on relationship banking aimed at partnering with the market's highest caliber businesses, investors, and professionals.

Developing strong banking relationships has resulted in new opportunities for high-quality loans. Customers who have business credit needs contact us as lending needs arise. In 2023, growing the loan portfolio with an acceptable risk profile remained our greatest opportunity to improve earnings. For the year ending December 31, 2023, net loans (inclusive of loan loss reserves and loans held for sale) grew by 70% to $676.6 million.

We have recruited and pride ourselves on an exceptional team of business bankers and relationship managers that recognize the value of demand deposits and loans and remain dedicated to growing each of those components. Our strong financial performance is due to the superior effort and skill demonstrated by our team of dedicated professionals on a daily basis.

Our focus remains relentlessly aimed at increasing intrinsic value. Increases to our intrinsic value are driven by our ability to earn a high return on equity ("ROAE"), retain those earnings, and reinvest them into the business at a high ROAE. Our ROAE for the fourth quarter of 2023 of 14.51% placed us in the top 10 percentile compared to all publicly traded banks in the U.S. with assets under $1.0 billion (Source: S&P Global). Attributes that will help in our goal of creating additional intrinsic value include: (i) our strong board of directors complimented with GBank's board of directors; (ii) our experienced executive management team; (iii) our expertise in profitable niche businesses; and (iv) growing and prosperous market areas.

The foundation of our continued success is our people and our culture. We define our culture with a Vision, Purpose, Values, and Goals.

Our Vision: We believe we are the best community business bank and SBA lender in the United States. We deliver on this vision as a result of the highest quality people and service. Business owners, organizational leaders, and professionals desire us and our services because of our reputation.

Our Purpose: To provide a catalyst for growth and prosperity for our business clients and community markets.

Our Values: Positive Attitude, Integrity, Empowerment, Excellence, Respect, and Accountability.

Our Long-Term Goals: $2 billion in assets by the end of 2027. Consistently earn an after-tax ROAA of 1.80% and after-tax ROAE of greater than 15%.

In 2023, we achieved very strong ROAA and ROAE ratios compared to most banks of similar size. However, we recognize that we still have work to do in order to achieve our long-term targets. The good news for our stockholders is that our team is very focused on making those goals a reality.

As of December 31, 2023, we had had total assets of $918.4 million comprised primarily of $594.4 million of loans (net of loan loss reserves and including loans held for sale). We also had $745.7 million in interest-bearing and noninterest-bearing deposits. GBank's Tier 1 Capital Leverage Ratio was 14.06% as of December 31, 2023. Net income was $10.9 million for the year ended December 31, 2023, resulting in an ROAA and ROAE of 1.51% and 11.78%, respectively.

GBank operates two full-service commercial branches in Las Vegas, Nevada, with primary lending activities focused on engaging clients in Nevada, California, Utah, and Arizona. The basis for this approach is that we are extremely knowledgeable of the local economies, local real estate values, and local clients. In addition, through GBank, we have key businesses in three prominent products: Government Guaranteed Lending, Gaming FinTech, and commercial banking. See sections "Lending Risk Management and Government Guaranteed Lending," "GBank Gaming/FinTech Products," and "Credit Cards" below for additional information.

Lending Risk Management and Government Guaranteed Lending

As part of ongoing initiatives to improve performance through strategic business lines that promote generation of non-interest revenue, GBank began issuing government guaranteed loans in May 2015. GBank's first SBA 7(a) loan closed in June 2015. GBank received its designation as a lender under the SBA Preferred Lender Program ("PLP") in October 2015. GBank's government guaranteed lending program subsequently originated total loan commitments of over $25 million during 2015. Significant cumulative government guaranteed origination volume, and the dates accomplished, include:

Cumulative Loan Origination Amounts	Date Accomplished
$25 million	December 2015
$100 million	May 2017
$250 million	August 2018
$500 million	June 2020
$1 billion	June 2022
$1.75 billion	June 2024

As we continue to increase our growth opportunities within all of the business banking services, we have determined the appropriate need to expand GBank to include service areas to include all of the States of Nevada, California, Utah, and Arizona, and to expanded GBank's SBA Lending business to include all of the United States. Growth within these geographic areas will be supported through GBank's investment in personnel, systems, and key expansions through the development of Loan Production Offices.

Moreover, GBank will continue to expand its national business lines for government guaranteed lending, and will focus on building knowledge, experience, and underwriting expertise within certain industry and collateral types. The government guaranteed products have experienced success through the focus on the national business line for the Hospitality Industry.

Risks within GBank's Government Guaranteed Lending products are managed within an established comprehensive framework. Our board of directors adopted appropriate policy thresholds and sub limits to manage our concentration exposures. Regulatory Commercial Real Estate ("CRE") limits, which include Non-Owner Occupied CRE, Multifamily and Acquisition, Development & Construction ("ADC") loans outstanding, have been set to 375% of Unimpaired Capital and Surplus ("UCS") and a sublimit for ADC loans outstanding has been established at 100% of Bank UCS. Other loan concentration thresholds established include:

Loan Product	Outstandings as % of Bank UCS
Owner Occupied CRE	400%
Regulatory CRE	375%
Commercial & Industrial	250%
1-4 Residential (loans only)	200%
Total RE Loans (all product types)	580%
Out-of-Territory[1]	250%
SBA/USDA Unguaranteed	250%
Unguaranteed by NAICS[2]	250%

[1] - Includes conventional commercial loans [not including SBA 7(a) or USDA loans] outside of the states of Nevada, California, Arizona, and Utah.

[2] - North American Industry Classification System; Note: Concentration limits are net of SBA and/or USDA guaranteed portions, when applicable.

The following summary data, as of December 31, 2023, reflects loan portfolio concentration levels in comparison to related policy limits:

Loan Concentration Category	Loan Balance (*dollars in thousands*)	Percent of Bank UCS	Policy Maximum
Owner Occupied CRE	$ 95,444	71%	400%
Regulatory CRE	$ 402,943	300%	375%
Commercial & Industrial	$ 49,352	37%	250%
1-4 Residential (loans only)	$ 13,435	10%	200%
Total RE Loans (all product types)	$ 511,822	381%	580%
Out-of-Territory	$ 69,057	51%	250%
SBA/USDA Unguaranteed	$ 270,645	201%	250%
Unguaranteed by NAICS - Hospitality	$ 324,402	241%	250%

GBank focuses its non-government guaranteed lending efforts within its defined strategic area of Nevada, Arizona, California and Utah. The basis for this approach is that our Board, GBank's Board and Management are highly knowledgeable of the local economy, local real estate values, and local borrowers. As GBank's policies are applied to our lending efforts, a loan is considered to be local if the collateral is in the designated geographical area or the borrower is a local business or individual.

It is noted that we have extensive lending experience within our key industries as well as strong geographic knowledge for the States of Nevada, Arizona, California, and Utah. The origination of loans outside of our immediate geographic area is intended to provide for diversification of the loan portfolio, which we believe to be a tenet of safe and sound banking practices.

As to these national lending opportunities, GBank may have less direct onsite knowledge. Specifically, we consider loans outside of the geographic areas to potentially carry additional risk and, as such, provide a comprehensive out-of-territory lending report to our board of directors no less than semi-annually.

Prior to approving an out-of-territory loan, each loan is subjected to the same underwriting standards as used for any similar local loan. In addition, the loan officer proposing the loan will perform a preliminary assessment of the general economic conditions where the collateral or borrower is located. This assessment is informal and is to be used as a basis for decisions to accept a loan for underwriting. During the underwriting phase, a more formal assessment is made and is typically contained in the collateral appraisal reports. Loans will also be evaluated for eligibility in the government guaranteed programs offered by the SBA and USDA. Preference is given to these loans since the sale of the guaranteed portions generates significant profitability as well as serves as an effective risk mitigant for us. Management monitor the local economies where the out-of-territory collateral or borrower is located.

As of December 31, 2023, GBank had, inclusive of its national Government Guaranteed Lending and Commercial Banking business lines, loan assets with borrowers or collateral in a total of 39 states. The top three states by level of exposure, as measured by total loan commitments, are as follows:

State	Total Loan Commitments (*000's*)	Percent of Total Loan Commitments	Percent of Bank UCS
Nevada	$ 209,116	29%	168%
North Carolina	94,628	13%	76%
Illinois	50,824	7%	41%

Concentration risk management also incorporates a review of loan exposures to any single industry as aggregated by NAICS subsectors. Total aggregate exposure, as measured by current loan balances to any NAICS subsector and net of government guaranteed balances, are limited by policy to 250% of Bank UCS. As of December 31, 2023, GBank's largest NAICS Subsector exposure was within the Hospitality (Hotel/Motel) industry at approximately $249.5 million or 201% of Bank UCS and the second largest exposure was within the Real Estate Rental and Leasing industry at approximately $91.4 million or 78% of Bank UCS.

GBank monitors all loan concentrations on at least a quarterly basis. GBank has utilized enhanced risk management from our inception and will continue to do so. Our risk management framework is designed to effectively identify, monitor, and control our loan concentration risks. GBank believes that an effective risk management process includes the following key elements:

- Board & Executive Management Team oversight
- portfolio management
- market analysis
- credit underwriting
- management information systems
- credit risk review
- portfolio stress testing
- industry specific risk flag monitoring

GBank performs stress testing, no less than annually, for all of its real estate loan portfolio. The purpose of GBank's portfolio stress testing is to ensure that inherent risks are mitigated through adequate capital planning and ACL methodology. With GBank's real estate stress testing methodology, four variables are shocked and reviewed for potential impact on our overall risk position. These four variables include:

- Loan-to-value
- Debt service coverage ratio
- Capitalization rates (as applicable)
- Net operating income (as applicable)

The results from these stressed variables are then analyzed to determine the effect on GBank's earnings, capital ratios, and asset quality metrics. The complete results and underlying assumptions from the real estate stress test are reviewed in detail and approved by GBank's board of directors.

Commitment to this risk management strategy is reflected throughout GBank's loan policies. Our board of directors along with GBank's board of directors along with the Executive Management Team believe that maintaining this process will assist in our goal of having an enhanced risk management program in place that grows in sophistication and effectiveness as the loan portfolio grows.

Most importantly, capital adequacy is measured on a continual basis and is commensurate with the level and nature of risks reflected within GBank's loan portfolio, including applicable loan concentrations. GBank has created policies and a risk management framework which ensure that sufficient capital and adequate ACL reserves to buffer against unexpected losses will always be in place.

GBank Gaming/Fintech Operations

Prepaid Debit Cards

In April 2015, the Bank entered into a Sponsorship and Program Management Agreement ("Sponsorship Agreement") with Bankcard Services, LLC ("BCS") which enables the Bank to serve as the issuing bank for Visa, MasterCard, or Discover Network Prepaid Debit Cards ("PDC"), to fund digital apps and consumer retail activities. These PDCs permit cardholders to move funds electronically to and from digital app providers. In connection with these activities, the Bank and BCS contracted with Sightline Interactive LLC's Loyalty Card Plus™ Program and have entered several key contractual arrangements with Discover, Mastercard and Visa (the Network Providers), BCS/Sightline (the Program Managers), i2c (the Issuing Processor), and Worldpay (formerly Vantiv, the Merchant Acquirer). Since its inception, BCS has been engaged in creating the requisite policies and procedures and negotiating various service provider contracts that are necessary in the establishment and operation of the Bank's gaming and fintech operations. Upon early guidance from the FDIC San Francisco Regional Offices, all operations policies, procedures, oversight and vendor management was transferred from BCS to the Bank

Electronic Prepaid Access Programs

BCS is in the business of providing program manager services for its electronic prepaid access programs (the "BCS Services") offered through banks in the United States. Currently, BCS offers the Pooled Player Account™ and Pooled Consumer Account™ prepaid access programs (collectively, the Prepaid Programs") to gaming and consumer digital wallet/app providers through its relationship with the Bank. The Prepaid Programs provide consumer protection to the operator's users upon the user opening a subledger account with the Bank through the operator's app. The consumer protections includes, among others, the Federal Reserve's Regulation E, bankruptcy, and FDIC insurance. The ledger accounts are reconciled, settled, and distributed by the Bank and a digital representation of the account holder's balance is maintained on the operator's wallet/user application. For the Prepaid Programs, the Bank acts as the sponsor, maintaining full oversight and control over those programs. For the Prepaid Programs, the BCS Services include granting the Bank use and access to BCS' proprietary Player and Consumer Information Management System ("PIMS/CIMS" ™). The Bank and BCS offer the Prepaid Programs in accordance with the terms of the Sponsorship Agreement.

The Bank's Gaming FinTech activities are reliant upon its Sponsorship Agreement. BCS is principally owned by certain members of the Board of Directors of the Company and the Bank and certain stockholders. The Executive Chairman of the Company and the Bank along with certain directors of the Company and the Bank have extensive experience in licensed gaming operator entities. The Sponsorship Agreement, as well as all subsequent restatements, modifications, and addendums, has been approved by the Gaming/Fintech Committee. The committee is comprised entirely of disinterested members of the members of the Board of the Company and Bank (i.e., the members of the Boards of Directors with no ownership interest in BCS). The committee determines whether the terms and conditions of any agreements are fair and reasonable to the Bank. Additionally, the Gaming FinTech Committee provides ongoing monitoring of Gaming FinTech activities to ensure compliance with all relevant laws and regulations.

Credit Cards

GBank launched its Visa Signature® Card during the second quarter of 2023. The Bank, through its eight years of experience in issuing over one million Play Plus General Purpose Reloadable Prepaid Cards for funding digital gaming wallet/apps, recognized a significant customer impact when several major credit cards changed the merchant code for funding these GPR prepaid cards and gaming wallet/apps to a "Gaming Transaction" code. Prepaid cards and consumer wallet/app funding sources include "ACH", non-Bank payments entities (PayPal, Venmo, etc.), cash, prepaid cards, and credit cards, among other sources. The Bank was in a unique position to recognize the consumer benefit to authorizing the GBank Signature Card Gaming Merchant Code and the additional consumer protections provided by credit card regulations.

Additionally, the consumer's digital gaming wallet/app funding activity is not typically eligible for cash-back or other credit card usage rewards. GBank's Visa Signature® Card is unique in that it provides a fast, reliable, and rewarding payment method for this customer by providing 1% cash rewards on funding digital gaming wallet/apps and 2% cash reward on all other purchases. The Bank is uniquely positioned in this space as the Bank's existing prepaid card grogram customers serve as a strong, low-cost customer base for promoting the Bank's credit card products.

Employees

As of December 31, 2023, the Company had one (1) employee, our Executive Chairman, Mr. Nigro and GBank had 163 full-time employees and one part-time employee. The majority of the services provided to the Company are from employees of GBank. Effective January 1, 2018, the Company and Bank entered into a Service Advisory Agreement (the "Advisory Agreement") whereby GBank provides advisory and operational services in general management, accounting, taxation, finance, administration, and risk management to the Company. Under the terms of the Advisory Agreement and for services provided therein, the Company pays GBank $10 thousand per month. The Advisory Agreement further specifies that the Company will pay GBank separately for costs associated with any special projects completed by GBank for the Company. These projects may include outside services performed by independent Certified Public Accountants in connection with annual audits, tax returns and other specific services performed for the benefit of the Company; and other projects, involving third party consultants, contractors or vendors specifically performed within the scope of this agreement, which are for the benefit of the Company.

Government Regulation

We are subject to extensive regulation in connection with our activities and operations. The framework under which we are supervised and examined is complex. This framework includes federal and state laws, regulations, policy statements, guidance, and other interpretative materials that define the obligations and requirements for financial institutions.

Regulations of banks and their holding companies are subject to continual revision, through legislative changes, regulatory revisions, and the evolving supervisory objectives of federal and state banking agency examiners and supervisory staff. It is not possible to predict the content or timing of changes to the laws and regulations that may impact our business. Any changes to the regulatory framework applicable to us could have a material adverse impact on our operations.

We are not a reporting company under the Securities Exchange Act of 1934 (the "Exchange Act") nor are we required to file reports with the SEC and otherwise comply with federal securities laws. Our Common Stock is listed on the OTCQX under the trading symbol "GBFH," and we follow all rules and regulations required by this exchange that are adopted from time to time. In connection with the effectiveness of the registration statement, we will commence to file periodic reports under the Exchange Act.

The following discussion is not intended to be a complete description of all the activities regulated by U.S. banking laws and regulations or of the impact of such laws and regulations on us. Rather, it is intended to briefly summarize the legal and regulatory framework in which we operate and describes certain legal requirements that impact our business and operations. The information set forth below is subject to change.

Federal and State Bank Holding Company Regulation

General. We are a bank holding company under the Bank Holding Company Act of 1956, as amended ("BHCA"), due to our ownership of and control over GBank. As a bank holding company, we are subject to regulation, supervision, and examination by the Federal Reserve. Further, we (as a bank holding company of GBank) are also subject to regulation, supervision, and examination by the Nevada Financial Institutions Division ("FID"). In general, the BHCA limits the business of a bank holding company to owning or controlling banks and engaging in or retaining or acquiring shares in a company engaged in, other activities closely related to the business of banking. In addition, we must also file reports with, and provide additional information to, the Federal Reserve.

Holding Company Bank Ownership. The BHCA requires every bank holding company to obtain the prior approval of the Federal Reserve before: (i) acquiring, directly or indirectly, ownership or control of any voting shares of another bank or bank holding company if, after such acquisition, it would own or control more than 5% of such shares; (ii) acquiring all or substantially all of the assets of another bank or bank holding company; or (iii) merging or consolidating with another bank holding company.

Holding Company Control of Non-banks. With some exceptions, the BHCA prohibits a bank holding company from acquiring or retaining direct or indirect ownership or control of more than 5% of the voting shares of any company that is not a bank or bank holding company, or from engaging directly or indirectly in activities other than those of banking, managing or controlling banks, or providing services for its subsidiaries. The principal exceptions to these prohibitions involve certain non-bank activities that, by federal statute, agency regulation, or order, have been identified as activities closely related to the business of banking or managing or controlling banks.

Transactions with Affiliates. Bank subsidiaries of a bank holding company are subject to restrictions imposed by the Federal Reserve Act on extensions of credit to the holding company or its subsidiaries, on investments in securities, and on the use of securities as collateral for loans to any borrower. The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act") further extends the definition of an "affiliate" and treats credit exposure arising from derivative transactions, securities lending, and borrowing transactions as covered transactions under the regulations. It also (i) expands the scope of covered transactions required to be collateralized; (ii) requires collateral to be maintained at all times for covered transactions required to be collateralized; and (iii) places limits on acceptable collateral. These regulations and restrictions may limit our ability to obtain funds from GBank for our cash needs, including funds for payments of dividends, interest, and operational expenses.

Tying Arrangements. We are also prohibited from engaging in certain tie-in arrangements in connection with any extension of credit, sale, or lease of property, or furnishing of services. For example, with certain exceptions, we may not condition an extension of credit to a customer on either (i) a requirement that the customer obtain additional services provided by us; or (ii) an agreement by the customer to refrain from obtaining other services from a competitor.

Support of Bank Subsidiaries. Under Federal Reserve policy and the Dodd-Frank Act, we are required to act as a source of financial and managerial strength to GBank. This means that we are required to commit, as necessary, capital and resources to support GBank, including at times when we may not be in a financial position to provide such resources or when it may not be in best interests of us or our stockholders. Any capital loans a bank holding company makes to its bank subsidiaries are subordinate to deposits and to certain other indebtedness of GBank subsidiaries.

State Law Restrictions under Corporate Law. As a Nevada corporation, we are subject to certain limitations and restrictions under applicable Nevada corporate law. For example, Nevada corporate law includes limitations and restrictions relating to indemnification of directors, distributions to stockholders, transactions involving directors, officers, or interested stockholders, maintenance of books, records, and minutes, and observance of certain corporate formalities and certain statutes. See "Nevada State Law Considerations."

Bank Merger Act

Section 18(c) of the Federal Deposit Insurance Act, popularly known as the "Bank Merger Act," requires the prior written approval of appropriate federal bank regulatory agencies before any bank may (i) merge or consolidate with, (ii) purchase or otherwise acquire the assets of, or (iii) assume the deposit liabilities of, another bank if the resulting institution is to be a state nonmember bank.

The Bank Merger Act prohibits the applicable federal bank regulatory agency from approving any proposed merger transaction that would result in a monopoly or would further a combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States. Similarly, the Bank Merger Act prohibits the applicable federal bank regulatory agency from approving a proposed merger transaction whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade. An exception may be made in the case of a merger transaction whose effect would be to substantially lessen competition, tend to create a monopoly, or otherwise restrain trade, if the applicable federal bank regulatory agency finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

In every proposed merger transaction, the applicable federal bank regulatory agency must also consider the financial and managerial resources and future prospects of the existing and proposed institutions, the convenience and needs of the community to be served, and the effectiveness of each insured depository institution involved in the proposed merger transaction in combating money-laundering activities, including in overseas branches.

Federal and State Regulation of GBank

General. Deposits in GBank are insured by the FDIC. GBank is subject to primary supervision, periodic examination, and regulation of the FDIC and the FID. These agencies have the authority to prohibit GBank from engaging in what they believe constitute unsafe or unsound banking practices. The federal laws that apply to GBank regulate, among other things, the scope of its business, its investments, its reserves against deposits, the timing of the availability of deposited funds, and the nature and amount of collateral for loans. Federal laws also regulate community reinvestment and insider credit transactions and impose safety and soundness standards. In addition to federal law and the laws of the State of Nevada, GBank is also subject to the various laws and regulations governing its activities in the State of Nevada as well as other jurisdictions where GBank or affiliates conduct business.

Consumer Protection. GBank is subject to a variety of federal and state consumer protection laws and regulations that govern its relationships and interactions with consumers, including laws and regulations that impose certain disclosure requirements and that govern the manner in which GBank takes deposits, makes and collects loans, and provides other services. In recent years, examination and enforcement by federal and state banking agencies for compliance with consumer protection laws and regulations have increased and become more intense. Failure to comply with these laws and regulations may subject GBank to various penalties, including but not limited to enforcement actions, injunctions, fines, civil monetary penalties, criminal penalties, punitive damages, and the loss of certain contractual rights. GBank has established a comprehensive compliance system to ensure consumer protection.

Community Reinvestment. The Community Reinvestment Act of 1977 (“CRA”) requires that, in connection with examinations of financial institutions within their jurisdictions, federal bank regulators evaluate the record of financial institutions in meeting the credit needs of their local communities, including low and moderate-income neighborhoods, consistent with the safe and sound operation of those institutions. A bank’s community reinvestment record is also considered by the applicable banking agencies in evaluating mergers, acquisitions, and applications to open a branch or facility. In some cases, a bank’s failure to comply with the CRA, or CRA protests filed by interested parties during applicable comment periods, can result in the denial or delay of such transactions. GBank received a “satisfactory” rating in its most recent CRA examination dated as of March 28, 2022. In May 2022, federal bank regulators released a notice of proposed rulemaking to “strengthen and modernize” CRA regulations and the related regulatory framework. Future changes in the evaluation process or requirements under CRA could impact GBank’s costs of compliance and rating.

Insider Credit Transactions. Banks are subject to certain restrictions on extensions of credit to executive officers, directors, principal stockholders, and their related interests. These extensions of credit (i) must be made on substantially the same terms (including interest rates and collateral) and follow credit underwriting procedures that are at least as stringent as those prevailing at the time for comparable transactions with persons not related to the lending bank; and (ii) must not involve more than the normal risk of repayment or present other unfavorable features. Banks are also subject to certain lending limits and restrictions on overdrafts to insiders. A violation of these restrictions may result in the assessment of substantial civil monetary penalties, regulatory enforcement actions, and other regulatory sanctions. The Dodd-Frank Act and federal regulations place additional restrictions on loans to insiders and generally prohibit loans to senior officers other than for certain specified purposes.

Regulation of Management. Federal law (i) sets forth circumstances under which officers or directors of a bank may be removed by GBank's federal supervisory agency; (ii) as discussed above, places restraints on lending by a bank to its executive officers, directors, principal stockholders, and their related interests; and (iii) generally prohibits management personnel of a bank from serving as directors or in other management positions of another financial institution whose assets exceed a specified amount or which has an office within a specified geographic area.

Safety and Soundness Standards. Certain non-capital safety and soundness standards are also imposed upon banks. These standards cover, among other things, internal controls, information systems and internal audit systems, loan documentation, credit underwriting, interest rate exposure, asset growth, compensation, fees and benefits, such other operational and managerial standards as the agency determines to be appropriate, and standards for asset quality, earnings, and stock valuation. In addition, each insured depository institution must implement a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the institution's size and complexity and the nature and scope of its activities. The information security program must be designed to ensure the security and confidentiality of customer information, protect against any unanticipated threats or hazards to the security or integrity of such information, protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer, and ensure the proper disposal of customer and consumer information. An institution that fails to meet these standards may be required to submit a compliance plan, or be subject to regulatory sanctions, including restrictions on growth. GBank has established comprehensive policies and risk management procedures to ensure the safety and soundness of GBank.

Legal Proceedings

We are not currently a party to any legal proceedings. We may at times be involved in litigation and other legal claims in the ordinary course of business. When appropriate in our estimation, we may record reserves in our financial statements for pending litigation and other claims.

Facilities

Our principal executive offices are located at 9115 W. Russell Rd., Ste. 110, Las Vegas, Nevada 89148. We lease this location on a term lease agreement, which expires on September 30, 2027, and our rent expense totaled approximately $30 thousand in 2023. We believe that our office is sufficient to meet our current needs, and that suitable additional space will be available as and when needed on acceptable terms.

MANAGEMENT

The following table sets forth, as of the date of this prospectus, the names and ages of our directors, executive officers, and key employees, as well as the principal offices and positions held by each person:

Name	Age	Positions
Edward M. Nigro	82	Executive Chairman of the Board
Todd A. Nigro	56	Vice Chairman of the Board
T. Ryan Sullivan	49	President and Chief Executive Officer (Company and Bank) and Director
A. Lee Finley	77	Director
Charles W. Griege, Jr.	61	Director
William (Bill) J. Hornbuckle	67	Director
Kathryn S. Lever	56	Director
James K. Sims	78	Director
Alan C. Sklar	65	Director
Michael C. Voinovich	50	Secretary and Director
Tara A. Campbell	45	Executive Vice President/Chief Operating Officer (GBank)
Nancy M. DeCou	67	Executive Vice President/Chief SBA Officer (GBank)
David J. Fersdahl	48	Executive Vice President/Card and Payments (GBank)
Keith F. Jarvis	69	Executive Vice President/Chief Credit Officer (GBank)
Scot M. Levine	46	Executive Vice President/Chief Risk Officer (GBank)
Shouvik K. Ray	51	Executive Vice President/Chief Information & Technology Officer (GBank)
Jeffery E. Whicker	53	Treasurer and Executive Vice President/Chief Financial Officer

Directors and Executive Officers

Edward M. Nigro, has served as Executive Chairman of the Board at GBank Financial Holdings Inc. since December 5, 2017 and at GBank since July 24, 2007. Mr. Nigro has been actively engaged in the development, ownership, and operation of real estate in Las Vegas since 1979 and as an investor and manager in healthcare and diversified business enterprises since 1984. Nigro Associates, his construction firm, has developed and constructed commercial and residential projects in Nevada, Arizona, Louisiana, Oregon, and California. Mr. Nigro is the President of Omega Industries, Inc., an investment management firm. Mr. Nigro served as a Director and Chairman of the Audit Committee of Western Alliance Bancorporation (a New York Stock Exchange multibank holding company with over $4 billion in assets) and BankWest of Nevada since their inception in 1995 and 1994, respectively, until his resignation in July 2006. Mr. Nigro served as Vice Chairman of the Board of Directors of the First Tee of Monterey County, served as Chairman of the Audit Committee of the Monterey Peninsula Foundation, and served as a member of the Advisory Board of Habitat for Humanity, Las Vegas. From 1993 through its sale in 1996, he was a principal stockholder and the chief executive officer, and a member of the Board of Directors of Prime Holdings, Inc., which was then the largest privately held healthcare delivery concern in Nevada. Previously, he held numerous senior management positions at Del Webb Corporation, including chief operations officer and director for that company's six hotel-casino properties, with annual revenues in excess of $400 million. Mr. Nigro has served as a member of the Board of Directors of Elsinore Corporation (owner of the Four Queens Hotel & Casino) and of Sierra Nevada Gaming Corporation. Mr. Nigro has also been active in numerous philanthropic organizations, including Boy Scouts of America, the United Way Casino Campaign Division (as its Chairman), the Las Vegas Chamber of Commerce (as its Vice President and Board of Directors member,) the Nevada Resort Association (as a Director and a member of its Executive Committee,) the Variety Club of Las Vegas (as its Chairman,) and the Muscular Dystrophy Association. Mr. Nigro is a graduate of Holy Cross College. He has also served as a Commissioned Officer with the United States Air Force, where he was awarded the Air Medal for Combat Missions in Vietnam, two commendation medals for Meritorious Service, the Vietnam Campaign Medal and other medals and awards.

Todd A. Nigro has served as the Vice Chairman of the Board since August 27, 2024 and a director since December 8, 2020, and at GBank since March 28, 2017. Mr. Nigro owns and operates companies in the development, construction, asset management, and gaming and hospitality businesses. As President of Nigro Development LLC, Todd focuses his energy on providing a comprehensive solution to the development, construction, leasing, and management of many different types of commercial real estate assets ranging from master-planned business parks, neighborhood shopping centers, boutique hotels, specialized medical buildings, and neighborhood taverns with both restaurant and gaming operations. Todd maintains contractors, real estate brokerage, property management, and liquor and gaming licenses in the State of Nevada. He has served as both Chairman and a Board Member of Habitat for Humanity Las Vegas, Inc., a non-profit organization that provides home ownership opportunities for low-income families. He also has served as both Chairman and a Member of the City of Las Vegas Planning Commission and has developed affordable housing in the Downtown Redevelopment Area through a public/private partnership with the City of Las Vegas. Prior to returning to Las Vegas in 1991, Todd worked in the investment banking industry for Salomon Brothers Inc. as a financial analyst in the Corporate Finance Department. Todd graduated in 1990 with a Bachelor of Science with a dual emphasis in both Finance and Entrepreneurship from the University of Southern California School of Business.

T. Ryan Sullivan has served as a director since December 5, 2017, and at GBank since July 27, 2010, and has served as President/Chief Executive Officer of GBank Financial Holdings Inc. and GBank since July 7, 2007. Under Mr. Sullivan's direction, GBank was recognized by S&P Capital IQ in its Top 100 Best-Performing Community Banks for six consecutive years (2016-2022). Mr. Sullivan has 25 years of commercial banking experience. He was the Bank's original Chief Financial Officer and served in that capacity from inception in September 2007 through July 2013, when he was named President/Chief Executive Officer. He has served as a Bank Director since January 2011. Mr. Sullivan has provided organizational oversight for the Risk Management, Sales Production Management, Accounting/Finance, Credit and Lending Administration, Deposit Operations, Information Technology/Cybersecurity, Community Reinvestment, Gaming FinTech, and Investment functions. Previously, Mr. Sullivan served as the Chief Financial Officer of Alliance Bank of Arizona, a $650 million statewide commercial bank at the time of departure, where he had responsibilities including active balance sheet portfolio management, serving as Chairman of the Asset/Liability Committee, and managing Audit and Risk Management functions of the bank while coordinating organizational compliance with Sarbanes-Oxley requirements. Additionally, he provided management and oversight for Deposit Operations, Information Technology and Human Resources/Payroll functions. Mr. Sullivan joined Alliance Bank at its inception in 2003 as its original Chief Financial Officer after working with Bank of Nevada (formerly BankWest of Nevada) in numerous lending, accounting/finance, and operational capacities. Mr. Sullivan previously served as the Chairman of the Board of the Nevada Bankers Association. He also currently serves on the Board of Trustees for SafeNest, Southern Nevada's oldest and most comprehensive non-profit organization dedicated to the eradication of domestic violence. Mr. Sullivan attained his Bachelor of Science degree in Finance from UNLV and was also an honors graduate of Pacific Coast Banking School at University of Washington.

A. Lee Finley has served as a director since December 5, 2017. Mr. Findlay is the founder of BrandFX Body Company, which employs over 600 people in seven truck body manufacturing plants located in Iowa, Minnesota, Indiana, and Texas. He is the owner and founder of BFX Fire, manufacturer of wild land fire trucks; Pioneer Truckweld, manufacturer of dump trucks and trailers; F&F Composites Manufacturing; FWAM Aircraft Management Company; Touchdown Investments Inc.; ALF Operating Partners Investment Company; Air Shelters USA; and Real Fleet Services, in addition to other minority interests in various diverse businesses. Mr. Finley has served as a Director of GBank since 2013 and GBank Financial Holdings Inc. since its formation in December 2017. Mr. Finley was born in Vancouver, British Columbia, where he attended the University of British Columbia, majoring in economics. He began a lifelong career in the utility equipment business in Vancouver in 1969. Mr. Finley moved to Spokane in 1976, to Las Vegas in 1988, and to Fort Worth in 1990. He became a citizen of the United States of America in 1993. He has been a resident of Fort Worth since 1990, where he participates in numerous community and charitable organizations.

Charles W. Griege, Jr. has served as a director since October 20, 2021. Mr. Griege is the founding partner and Chief Investment Officer of Blue Lion Capital (BLC). He has over thirty years of experience in the capital markets and has been investing in bank stocks since 1986. Mr. Griege launched Blue Lion Capital's Bank Consolidation Fund in April 2011 to capitalize on the significant change in the banking industry following the financial crisis. In addition, Mr. Griege was a founding partner of the CLO Opportunity Fund in 2009. Prior to founding BLC in 2005, Mr. Griege was a partner at Atlas Capital Management, a long/short equity fund. During his four years at Atlas, Mr. Griege helped grow the firm from approximately $50 million in assets to $650 million. Prior to joining Atlas, Mr. Griege spent six years in investment banking, most recently as a Managing Director at SoundView Technology Group. Prior to attending business school, Mr. Griege spent three years working at the Federal Home Loan Bank of Dallas. It was during this period that Mr. Griege worked closely with savings banks in the most troubled region of the U.S. and witnessed the creation of the Resolution Trust Corporation (RTC) to dispose of the assets of failed banks and thrifts. Mr. Griege received an M.B.A. with honors from Columbia Business School in 1990 and a B.A degree from Vanderbilt University in 1985.

William (Bill) J. Hornbuckle has served as a director since January 22, 2019. Mr. Hornbuckle is Chief Executive Officer (CEO) and President of MGM Resorts International (NYSE: MGM), an S&P 500® global entertainment company featuring iconic hotels and casinos, meeting and conference spaces, live and theatrical entertainment experiences, and an array of restaurant, nightlife, and retail offerings across the globe. MGM Resorts' portfolio includes some of the most recognizable resort brands in the industry, such as Bellagio, MGM Grand, ARIA, Mandalay Bay, and Borgata. As CEO, Mr. Hornbuckle oversees all aspects of MGM Resorts' strategy, operations, and hospitality and gaming development projects. He leads the company's global development efforts and its digital gaming strategy. He also successfully steered the company through the COVID-19 pandemic, overcoming numerous challenges including the closure of operations, tightly restricted re-openings, and new health and safety measures. Mr. Hornbuckle let the strategy and execution of the company's sale of MGM Growth Properties to Vici Properties, and the acquisition of the remaining share of CityCenter and of The Cosmopolitan of Las Vegas. Mr. Hornbuckle has served as President of MGM Resorts since 2012 and became Chief Operating Officer in 2019. He led MGM Resorts' domestic and international expansion efforts, including the development of resorts in National Harbor, MD, and Macau, and of T-Mobile Arena in Las Vegas. More recently, Mr. Hornbuckle oversaw MGM Resorts' expansion of entertainment and sports betting through the creation of BetMGM. Additionally, he held the roles of Chief Design and Construction officer and Chief Customer Development Officer. Mr. Hornbuckle has been with MGM Resorts for more than two decades, including time as the company's Chief Marketing Officer, where he led the creation and launch of the M Life Rewards customer loyalty program. Mr. Hornbuckle's previous positions with MGM Resorts include: President and Chief Operating Officer of Mandalay Bay, Chief Operating Officer of MGM Resorts International-Europe, and President and Chief Operating Officer of MGM Grand Las Vegas. He has played a key role in expanding Las Vegas' entertainment and attractions. Mr. Hornbuckle is a board member and President of T-Mobile Arena (a joint venture with AEG) and helped bring Las Vegas its first professional sports team through the establishment of the NHL's Golden Knights. In 2016, he was appointed to the Clark County Stadium Authority Board, which developed the Las Vegas NFL Stadium Project as part of a successful effort to attract an NFL team, the Raiders, to Las Vegas. He served on this board through 2021, and, during that time, he also helped bring the WNBA team, the Aces, to Las Vegas in 2017. An experienced industry executive, Mr. Hornbuckle started working in Las Vegas as a room service attendant and busboy at the Jockey Club and grew his career through a range of senior management positions at Mirage Resorts. He was President and Chief Operating Officer for Caesars Palace, Las Vegas; President and Chief Operating Officer of the Golden Nugget in Laughlin; Executive Vice President and Chief Operating Officer of Treasure Island; and Vice President of Hotel Operations for The Mirage, which he opened in 1989. Mr. Hornbuckle is a member of MGM Resorts' Board of Directors and serves as the Chairman of the Board of Directors of MGM China Holdings, which operates resorts in Macau. He was Chairman of the Board of Directors for CityCenter JV (a joint venture with Dubai World), and currently serves as Chairman of the U.S. Travel and Tourism Advisory Board, which advises the U.S. Secretary of Commerce on policy, regulation, programs, and issues that impact the travel and tourism industry in the United States. A long-time resident of Southern Nevada, Mr. Hornbuckle is active in community service. He serves on the Board of Trustees for Three Square Food Bank and the Board of Directors for the Fulfillment Fund. Mr. Hornbuckle endowed a scholarship for students pursuing hospitality degrees at the University of Nevada, Las Vegas (UNLV). He holds a Bachelor of Science degree in Hotel Administration from UNLV.

Kathryn S. Lever has served as a director since April, 23, 2019. Ms. Lever serves as General Counsel, Chief Privacy Officer and Corporate Secretary to Great Canadian Gaming Corporation, a portfolio company of Apollo Global Management and the largest casino enterprise in Canada. She has held pivotal positions as Chief Legal Officer or General Counsel to some of the gaming industry's most dominant entities, including Scientific Games (NASDAQ:SGMS) and its acquired entities, Bally Technology (NYSE:BYI) and SFHL Entertainment (NASDAQ:SHFL), where she spearheaded the legal strategy for more than $6.4B in strategic mergers and acquisition. In her capacity as General Counsel & EVP at the $4.3 billion Baha Mar luxury resort and casino, Ms. Lever established the foundational structure for legal, regulatory, compliance, and surveillance functions. Ms. Lever was previously the first general counsel of Everi Payments Inc. (NYSE:EVRI), guiding the organization through its initial listing on the NYSE, as well as partner in the Las Vegas office of Shreck Brignone Godfrey, prior to its merger as Brownstein Hyatt Farber Shreck. Beyond the gaming industry, she has applied her multifaceted expertise in FinTech, corporate law, and risk management as a Director and Chair of the Audit Committee at GBank Financial Holdings Inc., and as an independent Director of GeoComply Solutions, an international leader in geolocation compliance, fraud prevention and cybersecurity solutions. Ms. Lever is committed to philanthropic engagement within with her industry and community and has been an Adjunct Professor and member of the Gaming Law Advisory Board at the UNLV William S. Boyd School of Law, a Board Member and Advisory Member of Global Gaming Women, a Counsellor and former President of the International Association of Gaming Advisors, a committee member of the William Hill USA Charitable Foundation, and Chair of the Executive Committee of the Southern Nevada Chapter of Go Red for Women.

James K. Sims has served as a director since December 19, 2019. Mr. Sims is a seasoned operator, entrepreneur, and investor with 30+ years of experience in building successful companies and creating shareholder value. He has served as Airgain, Inc.'s Chairman of the Board of directors since November 2003 and previously served as their interim Chief Executive Officer from May 2018 to March 2019, and as their Executive Chairman from October 2018 to March 2019. Mr. Sims accomplishments as an investor and entrepreneur include the founding of Silicon Valley Data Science, a "big data" solutions provider and technology firm, in 2012, and the founding of GEN3 Capital, a private equity fund to invest in technology-rich opportunities, in 2005. Since 2005, through GEN3 Capital and other initiatives Mr. Sims was also instrumental in founding or expanding numerous start-up enterprises, including Airgain, Specialists On Call (telemedicine) and EPAY Systems (distributed labor time and management solution). Mr. Sims also serves or has served on the Boards of public companies such as CTP, EDS, and RSA Securities, and as Chairman of numerous private firms including GEN3 Partners, Silicon Valley Data Bank, Airgain, EPAY Systems, Specialists On Call, Thru, nScaled, Leveler, Black Light Power. Mr. Sims accomplishments as an operator include the founding of GEN3 Partners to focus on the business of corporate innovation in 1999. Leveraging his expertise in consulting, intellectual property and extensive background in the venture community, Mr. Sims also launched several subsidiaries of GEN3 Partners based on technologies developed through its proprietary innovation methodology. Before GEN3, Mr. Sims founded Cambridge Technology Partners in 1991 and led the firm to $625 million in annual revenue, 4,500 employees and international prominence as a leading systems-integration company. CTP pioneered the fixed-price, fixed-time custom application development model for enterprise clients. CTP, then a publicly traded company, was purchased by Novell, Inc. in 2001. Prior to CTP, Mr. Sims founded Concurrent Computer Corp. and as Chairman, President and CEO built CCC to $340 million in annual revenue and 3,500 employees. Concurrent Computer Corp. was the market leader in real-time information systems.

Alan C. Sklar has served as a director since December 5, 2017, and as a member of the Board of Directors of GBank since July 24, 2007. Mr. Sklar is a principal in Sklar Williams PLLC, which he founded in 1995. He has practiced corporate, securities, real estate, healthcare, and commercial law since the early 1980s. Mr. Sklar previously practiced law at Mitchell Silberberg & Knupp and Warren Clark & Sklar in Los Angeles, and Gordon & Silver in Las Vegas, was Managing Director of a New York-based private equity firm, and co-founded Nevada-based accountable care organization Silver State ACO. In addition to his service on the Boards of Directors of GBank and GBank Financial Holdings Inc., Mr. Sklar is a member of the Board of Directors of numerous private for-profit corporations and of the Advisory Board of Battle Born Ventures (the State of Nevada's venture capital investment vehicle). Mr. Sklar is a graduate of the University of Pennsylvania's College of Arts & Science (Summa Cum Laude) and School of Law, is a member of Phi Beta Kappa and other honorary societies, and has published several articles on corporate, securities, real estate, and commercial law for the Practising Law Institute and other publications. He is admitted to the state bars of Nevada and California.

Michael C. Voinovich has served as a director since December 5, 2017, and at GBank since April 28, 2015. Mr. Voinovich is Executive Vice President of ECHO Health, Inc. where he oversees the Company's venture capital and corporate investment portfolios. ECHO Health, Inc. is one of America's leading payment processing companies. Mr. Voinovich joined ECHO Health, Inc. in 2019 after a 20-year career in financial services, most recently as Managing Director of Investment Banking of Boenning & Scattergood, Inc., specializing in capital raising and in providing merger advisory services for financial services companies. Mr. Voinovich has served as a Director of GBank since 2015 and a Director of GBank Financial Holdings Inc. since its formation in December 2017. Since November 2019, Mr. Voinovich has been a director of RSI, LLC, a highly specialized employment search firm focused on placing neurologists and neurosurgeons across the United States. In May 2020, Mr. Voinovich became a director of Middlefield Banc Corp. (NASDAQ: MBCN) and its wholly owned subsidiary, The Middlefield Banking Company. In August 2020, Mr. Voinovich became a director, and is now chairman, of Anchor Bancorporation, Inc. and its wholly owned subsidiary, Anchor State Bank. Since February 2023, Mr. Voinovich has been a member of the Board of Managers of DPX Payments, LLC, which offers digital payment solutions. Mr. Voinovich is a graduate of John Carroll University with a B.S. in Business Administration.

Tara A. Campbell has served the Executive Vice President/Chief Operating Officer of GBank since April 3, 2023, where she plays a pivotal role in steering the organization toward operational excellence and strategic growth. With over 25 years of operational experience in banking, Ms. Campbell has established herself as a visionary leader with a proven track record of driving innovation and efficiency. Before joining GBank in April 2023, Ms. Campbell managed several cross-functional teams as the EVP/Director of Operations for Dallas Capital Bank. She has held several key operational positions at leading financial institutions, managing a variety of teams, including SBA Lending, Deposit Operations, Retail Banking, Loan Operations, Client Services, Treasury Management, and Product Implementation. She has led multiple large-scale projects in her career, including core processor contract negotiations, implementation of Zelle and Real Time Payments©, Paycheck Protection Program, and developed the use of customer relationship management software. Ms. Campbell holds a Bachelor of Science in Finance and a Master of Business Administration from the University of Texas at Dallas.

Nancy M. DeCou has served as Executive Vice President/Chief SBA Officer of GBank since May1, 2015. Ms. DeCou is a veteran of the banking industry with over 40 years of commercial banking experience. Most recently, Ms. DeCou served as Chief Credit Officer of First Security Bank of Nevada and, previously, as Chief Credit Officer of Partners Bank of California in Mission Viejo, and as Chief Credit Officer of Desert Community Bank in Victorville, California. She has established SBA Lending Departments at multiple banks and received SBA Preferred Lender Program ("PLP") status for each. As a champion of small business lending and government guaranteed lending programs, Ms. DeCou has been honored as SBA Financial Services Advocate of the Year and was recipient of the Spirit of the Entrepreneur Award from California State University in San Bernardino. Ms. DeCou is active with the National Association of Government Guaranteed Lenders ("NAGGL"), has served on their National Education Committee. In addition to receiving a Congressional Honors Award for Promotion of Small Business Lending, she also previously served as Vice-Chairman for the Enterprise Funding CDC in Redlands, California. Ms. DeCou was a graduate of Pacific Coast Banking School at University of Washington, where she later served as Alumni Associate Director of Faculty.

David J. Fersdahl has served as Executive Vice President/Card and Payments of GBank since April 28, 2020. Mr. Fersdahl has over 25 years of Banking and Credit Card experience and lead the launch of the GBank Credit Card Product in 2022. In his role, he supports GBank's position as a leading bank for the Gaming and Fintech industries by developing the first Visa Credit Card catering to the gaming industry. Prior to his current role, Mr. Fersdahl served as the GBank's Chief Risk Officer after joining what was then Bank of George in April 2020. Before GBank, Mr. Fersdahl was President and Vice-Chairman of USAA Savings Bank ("USB") in Las Vegas, NV. At the time, USB was a $15B+ industrial loan company owned by USAA Federal Savings Bank ("FSB") and issued over 6 million Credit Cards to military members and their families. As President of USB and as Executive Director, Credit Risk Management at FSB, Mr. Fersdahl helped manage the USAA Credit Card portfolio through the Great Recession and into a period of steady growth while maintaining some of the lowest loss rates in the industry. Mr. Fersdahl also led USAA's conversion of 14 million debit and credit card from Mastercard to Visa. Prior to USAA, Mr. Fersdahl has held various Risk Management roles at JPMorgan Chase, 1st Financial Bank USA, and Citibank. Mr. Fersdahl holds a Bachelor of Arts degree in Political Science and Business Administration from Augustana University, has a Juris Doctorate from the University of South Dakota and is a member of the State Bar of South Dakota. In the Las Vegas community, Mr. Fersdahl is a former Vice President of the Nevada Bankers Association and a current board member (Former Chairman) of the YMCA of Southern Nevada.

Keith F. Jarvis has served as Executive Vice President/Chief Credit Officer of GBank since November 2, 2015. Mr. Jarvis has managed lending portfolios aggregating over $900 million in a variety of credit product types and structures. Prior to joining the Bank, for 13 years Mr. Jarvis served as Senior Vice President for Bank of Nevada, where he managed and originated a commercial real estate loan portfolio in excess of $125 million. Mr. Jarvis also managed and contributed to that bank's ALLL methodology, closely monitored all related credit administration issues, and directed risk management criteria. Previously, Mr. Jarvis worked for the Commercial Real Estate Service Group of Bank of America and also held related positions at California Commerce Bank and Wells Fargo Bank in San Diego, California as well as First Interstate Bank in Phoenix, Arizona. He has served as Executive Director for the LDS Bishop Storehouse Southern Nevada region. Mr. Jarvis is a former instructor at the UNLV Lied Institute of Real Estate Studies and he received a Bachelor of Arts degree at Southern Utah University as well as a Masters of Business Administration degree from University of Phoenix.

Scot M. Levine has served as Executive Vice President/Chief Risk Officer of GBank since April 29, 2024. Mr. Levine has a proven track record of developing, testing, and maturing financial institutions' (both big and small) risk management and compliance programs. He received his undergraduate degree at the University of Arizona, his Juris Doctorate at the John Marshall Law School (now UIC) and was admitted to the Illinois Bar in 2010. He has over 14 years of experience working within and advising consumer and commercial financial institutions, including Experian, BMO Harris Bank, Discover Bank, Credit One Bank, and KPMG LLP. He is a seasoned Compliance and Risk Officer with an expertise in Risk Management, Compliance Management Systems, Enterprise Risk Management, lending, deposits, privacy, and marketing (including digital) regulations.

Shouvik K. Ray has served as Executive Vice President/Chief Information & Technology Officer of GBank since March 21, 2022. Mr. Ray has over 25 years of extensive cross-functional Banking experience with demonstrated thought leadership in Technology, Cybersecurity, Risk Management, Fintech, Outsourcing, Payments, and Vendor (Third-Party) Management. Shouvik has been pivotal to the transformation at GBank modernizing the technology stack and streamlining business processes since 2022, driving customer experience, revenue growth and operational efficiency through innovation and a continuous improvement culture. Key initiatives he has led at GBank include Migration to a new Core Banking system, Migration to Cloud infrastructure, designing and developing a centralized DataMart & Business Intelligence Suite, Cards product development, implementing API strategy, streamlining Third Party Risk Management, and Technology & Cybersecurity Governance, Risk and Compliance. Prior to joining GBank, Shouvik led the IT, Information Security, Technology Risk, and Vendor Management functions at Westamerica Bank. He has previously seeded and developed functions and managed large international teams and initiatives for Global Banks including HSBC and BNP Paribas in the roles of SVP/Head of Global IT Services, Head of Global Software Development Supply Chain Management, Head of Technology Vendor Management, Head of R&D Center, Program Manager, Client Engagement Manager, Business Analyst, and Functional Architect. He began his career in software development and management consulting for Financial Services, Telecom and Energy sectors. Shouvik has a Bachelor of Technology degree in Electronics & Communication Engineering from National Institute of Technology, India, and an MBA from École Des Ponts Business School, Paris.

Jeffery E. Whicker has served as Executive Vice President/Chief Financial Officer at GBank since April 19, 2021. Mr. Whicker has over 20 years of banking experience. Mr. Whicker has overseen the operations of corporate financial systems, mergers and acquisitions, SBA, mortgage and general accounting, profitability measurement, internal auditing, and risk management. Mr. Whicker began his career working in assurance services with Deloitte and Touche where he was able to develop his accounting and finances skills. Prior to joining GBank, Mr. Whicker also served as the Chief Financial Officer of several different banks including Ameriprise Bank, Greystone Bank and West Town Bank and Trust. He has led finance teams in organizations from start-up to $14 billion in net assets. He has led the accounting team through five acquisitions ranging in size from $200 million to $3.3 billion in assets. He served as a founding member of the Board of Directors of the South East Bankers Affinity Group where he also served two terms as President of the organization. He holds a Bachelor of Science Degree in Accounting and an MBA from the University of Utah. He is also a licensed Certified Public Accountant in the state of Utah.

GBank's Board of Directors consist of ten (10) members, of which five (5) members serve on the Company's Board of Directors (Messrs. E. Nigro, T. Nigro, Sklar, Sullivan and Voinovich) along with A. G. Burnett, Dana A. Dwiggins Powell, Timothy P. Herbst, Shelli L. Lowe and Troy R. Nelson.

Term of Office

Our Bylaws provide that the number of members of board of directors of the Company shall not be less than five (5) nor more than 25. In the event that the authorized number of directors shall be fixed at nine (9) or more, the board of directors shall be divided into three classes: Class I, Class II, and Class III, each consisting of a number of directors as nearly as practicable to one-third of the total number and directors. In the event that the authorized number of directors shall be fixed with at least four (4), but less than nine (9), the board of directors shall be divided into two classes, designated Class I and Class II, each consisting of one-half of the directors or as close an approximation as possible. At each annual meeting, each of the successors to the directors of the class whose term shall have expired at such annual meeting shall be elected for a term running until the second annual meeting next succeeding his or her election and until his or her successor shall have been duly elected and qualified. Each director shall serve until his or her successor shall have been duly elected and qualified, unless such director shall resign, die, become disqualified or disable, or shall otherwise be removed. In 2020 and 2021, the number of members of the Company's board of directors increased to nine (9) and ten (10), respectively, thereby causing the Company's board of directors to be divided into three classes: Class I, Class II, and Class III. Class I Directors are currently serving a term expiring at the annual meeting of stockholders to be held in 2026. Class II Directors are currently serving a term that will expire at the annual meeting of stockholders to be held in 2027. Class III Directors are currently serving a term that will expire at the annual meeting of stockholders to be held in 2025. Thereafter, each director shall serve for a term ending at the third annual meeting following the annual meeting at which such director was elected. Each of the elected directors will serve for the ensuing term set forth above until his/her successor is elected and qualified. Our officers are appointed by our board of directors and hold office until removed by the Board, absent an employment agreement.

Director Independence

Applicable Nasdaq rules require a majority of a listed company's board of directors to be comprised of independent directors within one (1) year of listing. In addition, Nasdaq rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and corporate governance committees be independent, and that audit committee members also satisfy independence criteria set forth in Rule 10A-3 under the Exchange Act.

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning his background, employment and affiliations, our board of directors has determined that six are independent and do not have a relationship that would interfere with the exercise of his or her independent judgment in carrying out the responsibilities of a director and that this director is "independent" as that term is defined under the listing standards of Nasdaq. In making such determination, our board of directors considered the relationship that such non-employee director has with us and all other facts and circumstances that our board of directors deemed relevant in determining his independence, including the beneficial ownership of our capital stock by each non-employee director.

Transactions With Certain Related Persons

The Sarbanes-Oxley Act of 2002 generally prohibits publicly traded companies from making loans to their executive officers and directors, but it contains a specific exemption from the prohibition for loans made by federally insured financial institutions, such as GBank, to their executive officers and directors in compliance with federal banking regulations. At December 31, 2023, loans to our directors and executive officers were made in the ordinary course of business, and made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable loans with persons not related to GBank, and did not involve more than the normal risk of collectability or present other unfavorable features. These loans were performing according to their original terms at December 31, 2023, and were in compliance with federal banking regulations.

Committees of Our Board of Directors

Our board of directors has established an audit committee and a compensation committee. The composition and responsibilities of each committee of our board of directors are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors. Our board of directors may establish other committees as it deems necessary or appropriate from time to time.

Although each committee is directly responsible for evaluating certain enumerated risks and overseeing the management of such risks, the entire board of directors is generally responsible for and is regularly informed through committee reports about such risks and any corresponding remediation efforts designed to mitigate such risks. This enables the board of directors and its committees to coordinate the risk oversight role.

Audit Committee

Our audit committee is chaired by Kathryn S. Lever (Company Director) and vice-chaired by Dana A. Dwiggins Powell (GBank Director). The other members of the audit committee are A. Lee Finley (Company Director) and Timothy Herbst (GBank Director). The audit committee's main function is to oversee our accounting and financial reporting processes, internal systems of control, independent registered public accounting firm relationships and the audits of our financial statements. The committee's responsibilities include, among other things:

- approve and retain the independent auditors to conduct the annual audit of our financial statements;
- a review the proposed scope and results of the audit;
- Review accounting and financial controls with the independent auditors and our financial and accounting staff;
- Review and approve transactions between us and our directors, officers, and affiliates;
- Recognize and prevent prohibited non-audit services; and
- Establish procedures for complaints received by us regarding accounting matters; and oversee internal audit functions, if any.

All audit and non-audit services, other than de minimis non-audit services, to be provided to us by our independent registered public accounting firm must be approved in advance by our audit committee.

The audit committee operates under a written charter that will satisfy the applicable standards of the SEC and Nasdaq and which will be available on our website prior to the completion of this offering at www.gbankfinancialholdings.com.

Compensation Committee

The members of our compensation committee are Michael C. Voinovich (Chair/Company and GBank Director), Timothy Herbst (Vice Chair and GBank Director), Charles W. Griege, Jr. (Company Director) James K. Sims (Company Director) and Shelli L. Lowe (GBank Director), The primary purpose of our compensation committee is to discharge the responsibilities of our board of directors also in overseeing our compensation policies, plans, and programs and to review and determine the compensation to be paid to our executive officers, directors, and other senior management, as appropriate. Specific responsibilities of our compensation committee include, among other things:

- review and determine the compensation arrangements for management;
- establish and review general compensation policies with the objective to attract and retain superior talent, to reward individual performance and to achieve our financial goals;
- administer our stock incentive and purchase plans;
- oversee the evaluation of the Board and management; and
- review the independence of any compensation advisers engaged by the compensation committee.

With respect to director compensation, our compensation committee is responsible for reviewing the compensation paid to members of the board and recommending modifications to board compensation that the compensation committee determines are appropriate and advisable to the board for its approval from time to time. In this regard, the compensation committee may request that management report to the compensation committee periodically on the status of the board's compensation in relation to other similarly situated companies. The compensation committee operates under a written charter that will satisfy the applicable standards of the SEC and Nasdaq and which will be available on our website prior to the completion of this offering at www.gbankfinancialholdings.com.

Nominating and Corporate Governance Committee

The members of our nominating and corporate governance committee are William J. Hornbuckle IV (Chair and Company Director), A. Lee Finley (Company Director), Charles W. Griege, Jr. (Company Director), Kathryn S. Lever (Company Director), James K. Sims (Company Director) and Michael C. Voinovich (Company Director). Specific responsibilities of our compensation committee include, among other things:

- identify qualified individuals to be directors consistent with the criteria approved by the board of directors and recommending director nominees to the full board of directors;
- review the structure of the committees of the board of directors;
- develop and recommend procedures for reviewing stockholder recommendations for director nominees;
- develop the Company's code of business conduct and ethics;
- oversee management succession planning;
- lead the board of directors in its annual performance review; and
- develops and recommends corporate governance guidelines.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is or has at any time during the prior three years been one of our officers or employees. None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Other Committees

In addition to our audit committee, compensation committee, and nominating and corporate governance committee, our board of directors currently have the following additional committees: (i) Gaming FinTech Committee (chaired by James K. Sims, vice-chaired by Michael C. Voinovich), (ii) Asset-Liability Committee (chaired by Jeffery E. Whicker, GBank Chief Financial Officer); (iii) Community Reinvestment Act & Corporate Giving Committee (chaired by Scot Levine, Chief Risk Officer of GBank); and (iv) Board Loan Committee (chaired by Keith F. Jarvis, GBank Chief Credit Officer).

Corporate Governance

We are committed to having sound corporate governance principles, which are essential to running our business efficiently and maintaining our integrity in the marketplace. We understand that corporate governance practices change and evolve over time, and we seek to adopt and use practices that we believe will be of value to our stockholders and will positively aid in the governance our company. To that end, we regularly review our corporate governance policies and practices and compare them to the practices of other peer institutions and public companies. We will continue to monitor emerging developments in corporate governance and enhance our policies and procedures when required or when our board determines that it would benefit our Company and our stockholders.

Code of Conduct and Ethics

We have adopted a written code of business conduct and ethics that applies to our directors, officers, and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions. In connection with the effectiveness of the registration statement of which this prospectus forms a part, our code of business conduct and ethics will be posted on our principal corporate website at www.gbankfinancialholdings.com. In addition, we intend to post on our website all disclosures that are required by law or the Nasdaq listing standards concerning any amendments to, or waivers from, any provision of the code.

Family Relationships

Edward M. Nigro, our Executive Chairman of the Board of Directors, is the father of Todd A. Nigro, also a member of our board of directors. There are no other family relationships between any of our directors or executive officers and any other directors or executive officers.

Indemnification and Insurance

We do maintain directors' and officers' liability insurance. Our Articles of Incorporation and bylaws include provisions limiting the liability of directors and officers and indemnifying them under certain circumstances. We have entered into indemnification agreements with all of our directors to provide our directors and certain of their affiliated parties with additional indemnification and related rights. See See "Description of Securities — Indemnification of Directors and Indemnification."

Stockholder Communications with the Board of Directors

We have not implemented a formal policy or procedure by which our stockholders can communicate directly with our board of directors. Nevertheless, every effort has been made to ensure that the views of stockholders are heard by the board of directors or individual directors, as applicable, and that appropriate responses are provided to stockholders in a timely manner. We believe that we are responsive to stockholder communications, and therefore have not considered it necessary to adopt a formal process for stockholder communications with our Board. During the upcoming year, our Board will continue to monitor whether it would be appropriate to adopt such a process.

Director Compensation

The following table summarizes the compensation awarded to, earned by, or paid to our non-employee director of the Company and GBank for the year ended December 31, 2023:

Name	Fees Earned or Paid in Cash	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation	All Other Compensation	Total
Edward M. Nigro[1]						
T. Ryan Sullivan[1]						
A. Lee Finley[3]		$ 19,000				19,000
Charles W. Griege, Jr.[4]		$ 27,500				27,500
William (Bill) J. Hornbuckle[5]		$ 24,500				24,500
Katie S. Lever[6]		$ 24,500				24,500
Todd A. Nigro[1][7]		$ 36,000				36,000
James K. Sims[8]		$ 28,500				28,500
Alan C. Sklar[1][9]		$ 31,000				31,000
Michael C. Voinovich[1][10]		$ 36,000				36,000
A.G. Burnett[2]		N/A				N/A
Dana A. Dwiggins Powell[2][11]		$ 30,000				30,000
Timothy P. Herbst[2][12]		$ 28,000				28,000
Shelli L. Lowe[2][13]		$ 29,000				29,000
Troy R. Nelson[2][14]		$ 27,500				27,500

(1) Member of the Board of Directors of the Company and GBank.
(2) Member of the Board of Directors of GBank only.
(3) The amount represents 1,506 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(4) The amount represents 2,174 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(5) The amount represents 1,942 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(6) The amount represents 1,942 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(7) The amount represents 2,858 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(8) The amount represents 2,255 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(9) The amount represents 2,461 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(10) The amount represents 2,851 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(11) The amount represents 2,379 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(12) The amount represents 2,224 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(13) The amount represents 2,229 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.
(14) The amount represents 2,1845 shares of our common stock at the fair value of stock awards granted during the year. The award is calculated on the date of grant in accordance with Financial Accounting Standards.

Our Board of Directors and GBank's Board of Directors

On October 25, 2022, and effective January 1, 2023, the members of our board of directors and the members of the board of directors of GBank agreed to receive their respective compensation in the form of shares of Common Stock in lieu of cash payments with the per share price based on the closing price of the Common Stock as quoted on the OTCQX.

Our outside board of directors are entitled to receive the following: (i) a stock issuance equivalent to an annual fee of $12,500 per year for serving on our board of directors (the "Company's Board"); (ii) a stock issuance equivalent to an annual fee of $5,000 per year for those members of our board of directors that also serve as a chair for subcommittees formed by the either our board of directors of GBank's board of directors; (iii) a stock issuance equivalent to an annual fee of $2,500 per year for those members of the our board of directors that also serve as a vice-chair for subcommittees formed by our board of directors of GBank's board of directors; and (iv) a stock issuance equivalent to an annual fee of $5,000 per year for those members of the our board of directors that also serve as members on GBank's board of directors Loan Committee. Our outside board of directors are also entitled to receive the following: (i) a stock issuance equivalent to a meeting fee of $1,500 for each meeting attended of our board of directors; (ii) a stock issuance equivalent to a meeting fee of $1,000 for each meeting attended of GBank's board of directors; and (iii) a stock issuance equivalent to a meeting fee of $500 for each meeting attended as a member of a subcommittee formed by our board of directors or GBank's board of directors.

In 2023, our outside members of the board of directors that do not also serve on GBank's board of directors were issued stock equivalent to $90,481 in director compensation fees. In 2023, our outside members of the board of directors that are also members of GBank's board of directors were issued stock equivalent to $76,917 in director compensation fees. In 2023, our outside members of the board of directors that were only on GBank's board of directors were issued stock equivalent to $86,183 in director compensation fees. Currently, our members of the board of directors and GBank's Board receive an annual fee for outside directors only. In the future, we may adopt additional policies for compensation to directors, consistent with all laws and regulations applicable to us or GBank.

Executive Compensation. We offer competitive compensation to attract, motivate, retain, and reward our executive officers. As we continues to grow, we will do this principally through base salaries and bonuses. We, primarily through our Compensation Committee will accomplish this task with a view toward prevailing compensation trends in the industry for similarly situated persons and banking institutions. We may use bonuses or salary increases to provide incentives to executive officers and others in relation to specific projects or strategic goals or with respect to additional responsibilities assumed. All compensation decisions, whether in the form of a bonus or salary increase, are discretionary and based upon subjective factors. We do not use a mathematical or similar objective formula to determine any compensation package. The annual base salaries for our executive officers are limited to Mr. Nigro, the Executive Chairman of our board of directors who receives an annual salary of $125,000.

The majority of services provided to us are from employees of GBank. Effective January 1, 2018, we entered into a Service Advisory Agreement (the "Advisory Agreement") with GBank whereby GBank provides advisory and operational services in general management, accounting, taxation, finance, administration, and risk management for us. Under the terms of the Advisory Agreement and for services provided therein, we pay GBank $10,000 per month. The Advisory Agreement further specifies that we will pay GBank separately for costs associated with any special projects completed by GBank for us. These projects may include outside services performed by independent Certified Public Accountants in connection with annual audits, tax returns and other specific services performed for our benefit; and other projects, involving third party consultants, contractors or vendors specifically performed within the scope of this agreement, which are for our benefit.

Compensation Clawback Policy

The board of directors believes that it is in the best interest of the Company and its stockholders to create and maintain a culture of that emphasizes integrity and accountability and that reinforces the Company's pay-for-performance compensation philosophy. The board of directors has therefore adopted a compensation recoupment policy, which provides for the recovery of erroneously awarded incentive compensation from the Company's executive officers in the event of a triggering event.

EXECUTIVE COMPENSATION

Summary Compensation Table – Years Ended December 31, 2023 and 2022

The following table sets forth information concerning all cash and non-cash compensation awarded to, earned by, or paid to the named persons for services rendered in all capacities during the noted periods. No other executive officers received total annual salary and bonus compensation in excess of $100,000.

Name and Principal Position	Year	Salary	Bonus	Option Awards	Stock Awards	All Other Compensation	Total
Edward M. Nigro	2023	$ 215,577	$ 162,500	$	$ 675,000	$ 21,479	$ 1,074,556
Executive Chairman[1]	2022	$ 200,000	$ 225,000	$	$ 43,650	$ 21,767	$ 490,418
T. Ryan Sullivan	2023	$ 331,154	$ 162,500	$	$ 675,000	$ 40,726	$ 1,209,380
President and Chief Executive Officer[2]	2022	$ 300,000	$ 225,000	$	$ 43,650	$ 36,848	$ 605,498
Tara A. Campbell	2023	$ 190,000	$ 83,161	$ 167.895	$ 54,000	$ 13,694	$ 508,750
Executive Vice President and Chief Operating Officer at GBank[3]							
Jeffery E. Whicker	2023	$ 269,904	$ 83,061	$	$ 54,000	$ 17,391	$ 424,356
Executive Vice President and Chief Financial Officer at GBank[4]	2022	$ 221,577	$ 121,650	$ 197,000	$ 16,975	$ 12,356	$ 569,558
Nancy M. DeCou	2023	$ 225,077	$ 661	$	$ 23,625	$ 3,144,003	$ 3,393,365
Executive Vice President and Chief SBA Officer at GBank[5]	2022	$ 199,760	$ 309	$	$ 16,975	$ 2,629,863	$ 2,846,907
David J. Fersdahl	2023	$ 239,904	$ 53,261	$	$ 47,350	$ 9,540	$ 349,975
Executive Vice President and Card and Payments at GBank[6]	2022	$ 200,740	$ 66,350	$	$ 16,975	$ 8,745	$ 292,810
Keith F. Jarvis	2023	$ 191,031	$ 62,553	$	$ 47,250	$ 11,462	$ 312,296
Executive Vice President and Chief Credit Officer at GBank[7]	2022	$ 183,684	$ 57,900	$	$ 16,975	$ 10,796	$ 269,355
Shouvik K. Ray	2023	$ 193,631	$ 43,254	$	$ 47,250	$ 10,040	$ 294,175
Executive Vice President and Chief Information & Technology Officer at GBank [8]	2022	$ 142,308	$ 25,000	$	$ 16,975	$ 6,414	$ 190,696

(1) For the year ended December 31, 2023, the amount of stock awards represents the fair value of restricted shares of common stock granted to Mr. Nigro. For the year ended December 31, 2022, the amount of stock awards represents the fair value of shares granted. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $4,923.10 of 401(K) of employer match, $3,014.14 of group term life insurance, $2,400 of phone & data allowance, $5,142 of health insurance and $6,000 of car allowance. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $5,923 of 401(K) of employer match, $2,662 of group term life insurance, $2,400 of phone & data allowance, $4,782 of health insurance and $6,000 of car allowance.

(2) For the year ended December 31, 2023, the amount of stock awards represents the fair value of restricted shares of common stock granted to Mr. Sullivan. For the year ended December 31, 2022, the amount of stock awards represents the fair value of shares granted. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $11,285 of 401(k) of employer match, $388 of group term life insurance, $3,600 phone & data allowance, $13,454 of health insurance and $12,000 of car allowance. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $9,692 of 401(k) of employer match, $401 of group term life insurance, $3,600 phone & data allowance, $11,154 health insurance and $12,000 of car allowance.

(3) Ms. Campbell was appointed Executive Vice President and Chief Operating Officer at GBank on April 3, 2023. For the year ended December 31, 2023, the amount of stock awards represents the fair value of shares granted to Ms. Campbell. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $7,200 of 401(k) of employer match, $194 of group term life insurance and $6,300 of car allowance.

(4) Mr. Whicker was appointed Executive Vice President and Chief Financial Officer at GBank on April 19, 2021. For the year ended December 31, 2023, the amount of stock awards represents the fair value of restricted shares of common stock granted to Mr. Whicker. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $10,796 of 401(k) employer match, $595 of group term life insurance and $6,000 of car allowance. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $9,219 of 401(k) employer match, $637 of group term life insurance and $2,500 of car allowance.

(5) Ms. DeCou was appointed Executive Vice President and Chief SBA Officer at GBank on May 1, 2015. For the year ended December 31, 2023, the amount of stock awards represents the fair value of shares granted to Ms. DeCou. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $46,725of 401(k) employer match, $4,572of group term life insurance and $3,092,705 of total commissions. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $12,520 of 401(k) employer match, $4,338 of group term life insurance and $2,613,005 of total commissions.

(6) Mr. Fersdahl was appointed Executive Vice President Card and Payments at GBank on April 28, 2020. For the year ended December 31, 2023, the amount of stock awards represents the fair value of restricted shares of common stock granted to Mr. Fersdahl. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $9,173 of 401(k) employer match and $388 of group term life insurance. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $8,358 of 401(k) employer match and $388 of group term life insurance.

(7) Mr. Jarvis was appointed Executive Vice President and Chief Credit Officer at GBank on November 2, 2015. For the year ended December 31, 2023, the amount of stock awards represents the fair value of restricted shares of common stock granted to Mr. Jarvis. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $8,179 of 401(k) of employer match and $3,283 of group term life insurance. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $7,356.16 of 401(k) of employer match, $3,282.72 of group term life insurance and $157.55 of service award gift.

(8) Mr. Ray was appointed Executive Vice President and Chief Information & Technology Officer at GBank on March 21, 2022. For the year ended December 31, 2023, the amount of stock awards represents the fair value of restricted shares of common stock granted to Mr. Ray. The stock awards granted are calculated on the date of grant in accordance with Financial Accounting Standards. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2023, consisted of $9,445 of 401(k) of employer match and $594 of group term life insurance. The amount listed under the column entitled "All Other Compensation" in the Summary Compensation Table for the year ended December 31, 2022, consisted of $6,123 of 401(k) of employer match and $291 of group term life insurance.

Outstanding Equity Awards at December 31, 2023

The following table sets forth information regarding unexercised options and equity incentive plan awards for each Named Executive Officer outstanding as of December 31, 2023:

Name and Position	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexrcisable (#)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)
Edward M. Nigro Executive Chairman [1]								59,620	838,257
T. Ryan Sullivan, President and Chief Executive Officer [2]								61,300	861,878
Tara A. Campbell EVP and Chief Operating Officer GBank[3]			65,000	$ 12.37	11/03/2033			4,000	970,140
Jeffrey E. Whicker EVP and Chief Financial Officer GBank[4]	20,000		80,000	$ 10.80	8/01/2032			6,720	1,219,283
Nancy M. DeCou EVP and Chief SBA Officer GBank[5]								6,390	89,843
David J. Fersdahl, EVP and Card and Payments[6]								7,060	99,264
Keith F. Jarvis, EVP and Chief Credit Officer GBank[7]								7,900	111,074
Shouvik K Ray EVP and Chief Information &Technology Officer GBank[8]								4,900	68,894

[1] Pursuant to Mr. Nigro's restricted stock award agreement dated December 18, 2020, we granted 6,500 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $6.15 per Share, for a term to expire on December 18, 2025, and where 1,300 shares vest annually over a five-year period beginning December 18, 2021. Pursuant to Mr. Nigro's restricted stock award agreement dated October

12, 2021, we granted 5,700 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.95 per Share, for a term to expire on October 12, 2026, and where 1,140 shares vest annually over a five-year period beginning October 12, 2022. Pursuant to Mr. Nigro's restricted stock award agreement dated October 10, 2022, we granted 4,500 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 900 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Mr. Nigro's restricted stock award agreement dated October 25, 2023, we granted 50,000 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 16,667 shares vest annually over a three-year period beginning October 25, 2024.

(2) Pursuant to Mr. Sullivan's restricted stock award agreement dated December 18, 2020, we granted 10,700 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $6.15 per Share, for a term to expire on December 18, 2025, and where 2,140 shares vest annually over a five-year period beginning December 18, 2021. Pursuant to Mr. Sullivan's restricted stock award agreement dated October 12, 2021, we granted 5,700 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.95 per Share, for a term to expire on October 12, 2026, and where 1,140 shares vest annually over a five-year period beginning October 12, 2022. Pursuant to Mr. Sullivan's restricted stock award agreement dated October 10, 2022, we granted 4,500 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 900 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Mr. Sullivan's restricted stock award agreement dated October 25, 2023, we granted 50,000 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 16,667 shares vest annually over a three-year period beginning October 25, 2024.

(3) Pursuant to Ms. Campbell's stock option agreement dated November 3, 2023, we granted an option to purchase 65,000 shares of common stock under our 2016 Equity Incentive Plan at an exercise price of $12.37 per share, for a term to expire on November 3, 2033, and where 13,000 shares vest annually over a five-year period beginning November 3, 2024. Pursuant to Ms. Campbell's restricted stock award agreement dated October 25, 2023, we granted 4,000 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 1,333 shares vest annually over a three-year period beginning October 25, 2024.

(4) Pursuant to Mr. Whicker's stock option agreement dated August 1, 2022, we granted an option to purchase 100,000 shares of common stock under our 2016 Equity Incentive Plan at an exercise price of $10.80 per share, for a term to expire on August 1, 2032, and where 20,000 shares vest annually over a five-year period beginning August 1, 2023. Pursuant to Mr. Whicker's restricted stock award agreement dated October 12, 2021, we granted 2,200 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.95 per Share, for a term to expire on October 12, 2026, and where 440 shares vest annually over a five-year period beginning October 12, 2022. Pursuant to Mr. Whicker's restricted stock award agreement dated October 10, 2022, we granted 1,750 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 350 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Mr. Whicker's restricted stock award agreement dated October 25, 2023, we granted 4,000 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 1,333 shares vest annually over a three-year period beginning October 25, 2024.

(5) Pursuant to Ms. DeCou's restricted stock award agreement dated December 18, 2020, we granted 4,800 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $6.15 per Share, for a term to expire on December 18, 2025, and where 960 shares vest annually over a five-year period beginning December 18, 2021. Pursuant to Ms. DeCou's restricted stock award agreement dated October 12, 2021, we granted 2,200 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.95 per Share, for a term to expire on October 12, 2026, and where 440 shares vest annually over a five-year period beginning October 12, 2022. Pursuant to Ms. DeCou's restricted stock award agreement dated October 10, 2022, we granted 1,750 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 350 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Ms. DeCou's restricted stock award agreement dated October 25, 2023, we granted 1,750 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 583 shares vest annually over a three-year period beginning October 25, 2024.

(6) Pursuant to Mr. Fersdahl's restricted stock award agreement dated December 18, 2020, we granted 2,100 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $6.15 per Share, for a term to expire on December 18, 2025, and where 420 shares vest annually over a five-year period beginning December 18, 2021. Pursuant to Mr. Fersdahl's restricted stock award agreement dated October 12, 2021, we granted 2,200 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.95 per Share, for a term to expire on October 12, 2026, and where 440 shares vest annually over a five-year period beginning October 12, 2022. Pursuant to Mr. Fersdahl's restricted stock award agreement dated October 10, 2022, we granted 1,750 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 350 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Mr. Fersdahl's restricted stock award agreement dated October 25, 2023, we granted 3,500 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 1,167 shares vest annually over a three-year period beginning October 25, 2024.

(7) Pursuant to Mr. Jarvis's restricted stock award agreement dated December 18, 2020, we granted 4,200 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $6.15 per Share, for a term to expire on December 18, 2025, and where 840 shares vest annually over a five-year period beginning December 18, 2021. Pursuant to Mr. Jarvis's restricted stock award agreement dated October 12, 2021, we granted 2,200 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.95 per Share, for a term to expire on October 12, 2026, and where 440 shares vest annually over a five-year period beginning October 12, 2022. Pursuant to Mr. Jarvis's restricted stock award agreement dated October 10, 2022, we granted 1,750 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 350 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Mr. Jarvis's restricted stock award agreement dated October 25, 2023, we granted 3,500 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 1,167 shares vest annually over a three-year period beginning October 25, 2024.

(8) Pursuant to Mr. Ray's restricted stock award agreement dated October 10, 2022, we granted 1,750 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $9.70 per Share, for a term to expire on October 10, 2027, and where 350 shares vest annually over a five-year period beginning October 10, 2023. Pursuant to Mr. Ray's restricted stock award agreement dated October 25, 2023, we granted 3,500 shares of common stock under our 2016 Equity Incentive Plan at a fair market value of the Stock at the time of transfer of $13.50 per Share, for a term to expire on October 25, 2026, and where 1,167 shares vest annually over a three-year period beginning October 25, 2024.

2007 Long-Term Stock Option Plan.

We adopted the 2007 Long-Term Stock Option Plan (the "2007 Plan") for the benefit of organizers, directors, and key employees of the Company and all of its subsidiaries, including GBank. The 2007 Plan was authorized to issue up to 700,000 shares of common stock, of which 688,650 had been granted and 11,350 were unawarded and forfeited by plan expiration. Of the common stock shares granted, 495,775 had been issued, 94,000 had been cancelled and forfeited by plan expiration, and 98,875 are outstanding as of December 31, 2023. The 2007 Plan required that the exercise price be equal to the fair market value of the common stock at the date of grant. Currently granted and outstanding stock options have an exercise price of $1.50 per share. Generally, the options granted under the 2007 Plan had a five-year vesting at 20% per year with a ten-year life. The 2007 Plan contains a provision allowing the primary federal regulator to direct the institution to require plan participants to exercise or forfeit their stock rights if the institution's capital falls below the minimum requirements as determined by its state or primary federal regulator. Stock rights are not transferable by participants. Due to the scheduled expiration of the 2007 Plan, no further grants will be made under said Plan. The Company also has the 2016 Incentive Plan (the "Incentive Plan").

2016 Equity Incentive Plan.

The Incentive Plan is intended to assist the Company in aligning the interests of the Company's directors and employees with the interests of the stockholders. The Incentive Plan supplemented the 2007 Plan and continued the compensation policies and practices through the issuance of a wide scope of products and incentives. The Company, through the Incentive Plan, has the ability to grant equity-based incentives to eligible participants through the issuance of long-term incentive compensation such as stock options, stock appreciation rights, restricted stock units, restricted stock, stock awards and other awards based on, or related to, shares of the common stock (together with incentive stock options, collectively referred to as "Incentive Awards"). As approved by the stockholders at its 2021 and 2023 Annual Meetings, the maximum total number of shares available for Incentive Awards under the Incentive Plan is 1,000,000 shares of common stock, plus all shares subject to Incentive Awards that are canceled, surrendered, modified, exchanged for substitute Incentive Awards or that expire or terminate prior to the exercise or vesting of the Incentive Awards in full, plus shares that are surrendered to the Company in connection with the exercise or vesting of Incentive Awards, whether previously owned or otherwise subject to such Incentive Awards. Such shares shall be authorized and may be unissued shares, shares issued and repurchased by the Company, shares issued and otherwise reacquired by the Company and shares otherwise held by the Company. As of December 31, 2023, the Company has granted 620,940 Incentive Awards under the Incentive Plan, of which 42,646 have been cancelled, 196,224 have been issued, and 382,070 are outstanding.

Deferred Incentive and Compensation Plan.

On December 15, 2016, the Company adopted an unfunded nonqualified deferred incentive compensation plan (the Plan) primarily to provide supplemental retirement benefits and incentive compensation for selected employees. The Company contributes to the Plan in the amounts determined according to the terms of each participant's agreement. Each participant shall vest in an amount of one-third of each contribution each Plan year until age 65 then all contributions will be fully vested at inception. Each year, contributions and deferrals are to be distributed for each of the three immediately preceding years, plus related interest. The accrued liability for the Plan is included in other liabilities on the consolidated balance sheets and totaled $3.6 million as of December 31, 2023 and $3.4 million as of December 31, 2022. The expense related to the plan was $37 thousand in 2023 and $19 thousand in 2022 and is included as a component of noninterest expense on the consolidated statements of income.

Executive Annual and Long-Term Incentive Plan

The Incentive Plan is intended to assist the Company in aligning the interests of the Company's directors and employees with the interests of the stockholders. The Incentive Plan supplemented the 2007 Plan and continued the compensation policies and practices through the issuance of a wide scope of products and incentives. The Company, through the Incentive Plan has the ability to grant equity-based incentives to eligible participants through the issuance of long-term incentive compensation such as stock options, stock appreciation rights, restricted stock units, restricted stock, stock awards and other awards based on, or related to, shares of the Common Stock (together with incentive stock options, collectively referred to as "Incentive Awards"). As approved by the stockholders at its 2021 and 2023 Annual Meetings, the maximum total number of shares available for Incentive Awards under the Incentive Plan is 1,000,000 shares of Common Stock, plus all shares subject to Incentive Awards that are canceled, surrendered, modified, exchanged for substitute Incentive Awards or that expire or terminate prior to the exercise or vesting of the Incentive Awards in full, plus shares that are surrendered to the Company in connection with the exercise or vesting of Incentive Awards, whether previously owned or otherwise subject to such Incentive Awards. Such shares shall be authorized and may be unissued shares, shares issued and repurchased by the Company, shares issued and otherwise reacquired by the Company and shares otherwise held by the Company. As of December 31, 2023, the Company has granted 620,940 Incentive Awards under the Incentive Plan, of which 42,646 have been cancelled, 196,224 have been issued, and 382,070 are outstanding.

Employment Agreements with the Company.

Edward M. Nigro. The Company and GBank entered into an Intercompany Shared Employment Agreement with Edward M. Nigro, the Executive Chairman of the Company and GBank on January 31, 2024 for his continued service in such roles to remain effective as long as he continues to serve as Executive Chairman. Mr. E. Nigro's agreement sets forth certain compensation and benefits to which Mr. E. Nigro is entitled in his role as Executive Chairman of the Company and GBank. Mr. Sullivan's role as director on the board of directors of the Company and GBank are not part of this agreement.

Mr. E. Nigro's compensation arrangements under the agreement for his service as Executive Chairman are consistent with his recent prior annual compensation arrangements and include an annual base salary in 2024 of not less than $250,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in the Company's Executive Annual and Long-Term Incentive Plan as well as participate in any and all other employee benefits and plans that may be developed and adopted by the Company and/or GBank, including, but not limited to the 401(k) plan. The Company and Bank will split the cost of Mr. E. Nigro's employment.

T. Ryan Sullivan. The Company entered into an employment agreement with Mr. Sullivan on September 1, 2023 to be the President and Chief Executive Officer of the Company as well as GBank for his continued service in such roles for an initial term of three (3) years with automatic additional three (3) year extensions subject to either party providing at least 180 days written notice of non-renewal. Mr. Sullivan's agreement sets forth certain compensation and benefits to which Mr. Sullivan is entitled in his role as President and Chief Executive Officer of the Company and GBank. Mr. Sullivan's role as director on the board of directors of the Company and GBank are not part of this employment agreement.

Mr. Sullivan's compensation arrangements under the agreement for his service as President and Chief Executive Officer are consistent with his recent prior annual compensation arrangements and include an annual base salary in 2024 of not less than $400,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in the Company's Executive Annual and Long-Term Incentive Plan as well as participate in any and all other employee benefits and plans that may be developed and adopted by the Company and/or GBank, including, but not limited to the 401(k) plan.

Mr. Sullivan is also entitled to receive additional compensation upon the acquisition or dissolution of the Company in which it is not the surviving or resulting corporation or upon the transfer of all or substantially all of the stock or assets of the Company and Mr. Sullivan is not retained by the surviving or resulting corporation in a position satisfactory to him. If the Mr. Sullivan's employment ends based on the terms of the prior sentence, the he is entitled to receive: (i) two (2) times his then current annual base salary, (ii) 50% of all cash bonuses and cash incentives (including those arising from any deferred compensation plans) paid to Mr. Sullivan for the 12-month period prior to the effective termination date; and (iii) right to exercise in full all outstanding stock options, whether vested or not, within a 90-day period from the effective termination date. The provision of this paragraph and the payments described to Mr. Sullivan shall not include a bank holding company reorganization wherein the stockholders who control at least 80% of the shares of the Company prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the reorganization.

The Compensation Committee believes that this agreement is necessary to set forth the terms of Mr. Sullivan's continued service as executive of the Company and GBank in light of all relevant factors, which include his leadership experience and history for more than 11 years as the President and CEO of the Company and GBank, desired terms and conditions of his continued employment, and the strategic importance of his position with the Company and GBank, with compensation arrangements consistent with recent prior years.

Employment Agreements with GBank

GBank has entered into employment agreements with several each of the executives as described below.

Jeffery E. Whicker. GBank entered into an employment agreement with Mr. Whicker on August 1, 2022 to be the Executive Vice President and Chief Financial Officer of GBank for his continued service in such roles for an initial term of three (3) years with automatic additional two (2) year extensions subject to either party providing at least 180 days written notice of non-renewal unless the said agreement is terminated before said extension term(s). Mr. Whicker's agreement sets forth certain compensation and benefits to which Mr. Whicker is entitled in his role as Executive Vice President and Chief Financial Officer of GBank. Mr. Whicker's compensation arrangements under the agreement for his position are consistent with his recent prior annual compensation arrangements and include an annual base salary in 2024 of not less than $280,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in a discretionary annual bonus programs. Mr. Whicker received a $50,000 signing bonus when he executed this Agreement. In addition, Mr. Whicker is eligible to participate in any and all other employee benefits and plans that may be developed and adopted by GBank, including, but not limited to the 401(k) plan.

Mr. Whicker is also entitled to receive additional compensation upon the acquisition or dissolution of GBank in which it is not the surviving or resulting corporation or upon the transfer of all or substantially all of the stock or assets of the Company and Mr. Whicker is not retained by the surviving or resulting corporation in a position satisfactory to him. If Mr. Whicker employment ends based on the terms of the prior sentence, the he is entitled to receive one (1) times his then current annual base salary and the right to exercise in full all outstanding stock options, whether vested or not, within a 90-day period from the effective termination date. The provision of this paragraph and the payments described to Mr. Whicker shall not include a bank holding company reorganization wherein the stockholders who control at least 80% of the shares of the Company prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the reorganization.

David J. Fersdahl. GBank entered into an employment agreement with Mr. Fersdahl on September 2, 2022 to be the Executive Vice President and Chief Risk Officer of GBank for his continued service in such roles for an initial term of two (2) years with automatic additional two (2) year extensions subject to either party providing at least 180 days written notice of non-renewal unless the said agreement is terminated before said extension term(s). Mr. Fersdahl's agreement sets forth certain compensation and benefits to which Mr. Fersdahl is entitled in his role as Executive Vice President and Chief Risk Officer of GBank. Mr. Fersdahl's compensation arrangements under the agreement for his position are consistent with his recent prior annual compensation arrangements and include an annual base salary in 2024 of $244,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in a discretionary annual bonus programs. In addition, Mr. Fersdahl is eligible to participate in any and all other employee benefits and plans that may be developed and adopted by GBank, including, but not limited to the 401(k) plan.

Mr. Fersdahl is also entitled to receive additional compensation upon the acquisition or dissolution of the Company in which it is not the surviving or resulting corporation or upon the transfer of all or substantially all of the stock or assets of the Company and Mr. Fersdahl is not retained by the surviving or resulting corporation in a position satisfactory to him. If the Mr. Fersdahl's employment ends based on the terms of the prior sentence, then he is entitled to receive one (1) times his then current annual base salary and the right to exercise in full all outstanding stock options, whether vested or not, within a 90-day period from the effective termination date. The provision of this paragraph and the payments described to Mr. Fersdahl shall not include a bank holding company reorganization wherein the stockholders who control at least 80% of the shares of the Company prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the reorganization.

Keith Jarvis. GBank entered into an employment agreement with Mr. Jarvis on October 1, 2018 to be the Executive Vice President and Chief Credit Officer of GBank for his continued service in such roles for an initial term of two (2) years with automatic additional two (2) year extensions subject to either party providing at least 180 days written notice of non-renewal unless the said agreement is terminated before said extension term(s). Mr. Jarvis' agreement sets forth certain compensation and benefits to which Mr. Jarvis is entitled in his role as Executive Vice President and Chief Credit Officer of GBank. Mr. Jarvis' compensation arrangements under the agreement for his position are consistent with his recent prior annual compensation arrangements and include an annual base salary in 2024 of not less than $198,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in a discretionary annual bonus programs. In addition, Mr. Fersdahl is eligible to participate in any and all other employee benefits and plans that may be developed and adopted by GBank, including, but not limited to the 401(k) plan.

Mr. Jarvis is also entitled to receive additional compensation upon the acquisition or dissolution of GBank in which it is not the surviving or resulting corporation or upon the transfer of all or substantially all of the stock or assets of the Company and Mr. Jarvis is not retained by the surviving or resulting corporation in a position satisfactory to him. If Mr. Jarvis' employment ends based on the terms of the prior sentence, then he is entitled to receive one and half (1.5) times his then current annual base salary and the right to exercise in full all outstanding stock options, whether vested or not, within a 90-day period from the effective termination date. The provision of this paragraph and the payments described to Mr. Jarvis shall not include a bank holding company reorganization wherein the stockholders who control at least 80% of the shares of the Company prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the reorganization.

Tara Campbell. GBank entered into an employment agreement with Ms. Campbell on July 21, 2023 to be the Executive Vice President and Chief Operating Officer of GBank for her continued service in such roles for an initial term of two (2) years with automatic additional two (2) year extensions subject to either party providing at least 180 days written notice of non-renewal unless the said agreement is terminated before said extension term(s). Ms. Campbell's agreement sets forth certain compensation and benefits to which Ms. Campbell is entitled in her role as Executive Vice President and Chief Operating Officer of GBank. Ms. Campbell's compensation arrangements under the agreement for her position are consistent with her recent prior annual compensation arrangements and include an annual base salary in 2024 of not less than $270,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in a discretionary annual bonus programs. Ms. Campbell received a $50,000 signing bonus when she executed this Agreement. In addition, Ms. Campbell is eligible to participate in any and all other employee benefits and plans that may be developed and adopted by GBank, including, but not limited to the 401(k) plan.

Ms. Campbell is also entitled to receive additional compensation upon the acquisition or dissolution of GBank in which it is not the surviving or resulting corporation or upon the transfer of all or substantially all of the stock or assets of GBank and Ms. Campbell is not retained by the surviving or resulting corporation in a position satisfactory to her. If Ms. Campbell's employment ends based on the terms of the prior sentence, then she is entitled to receive one (1) times her then current annual base salary and the right to exercise in full all outstanding stock options, whether vested or not, within a 90-day period from the effective termination date. The provision of this paragraph and the payments described to Ms. Campbell shall not include a bank holding company reorganization wherein the stockholders who control at least 80% of the shares of the Company prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the reorganization.

Shouvik Ray. GBank entered into an employment agreement with Mr. Ray on January 1, 2023 to be the Executive Vice President and Chief Information and Technology Officer of GBank for his continued service in such roles for an initial term of two (2) years with automatic additional two (2) year extensions subject to either party providing at least 180 days written notice of non-renewal unless this agreement is terminated before said extension term(s). Mr. Ray's agreement sets forth certain compensation and benefits to which Mr. Ray is entitled in his role as Executive Vice President and Chief Information and Technology Officer of GBank. Mr. Ray's compensation arrangements under the agreement for his position are consistent with his recent prior annual compensation arrangements and include an annual base salary in 2024 of not less than $199,000 or such higher salary as is determined by the Compensation Committee, eligibility to participate in a discretionary annual bonus programs. In addition, Mr. Ray is eligible to participate in any and all other employee benefits and plans that may be developed and adopted by GBank, including, but not limited to the 401(k) plan.

Mr. Ray is also entitled to receive additional compensation upon the acquisition or dissolution of GBank in which it is not the surviving or resulting corporation or upon the transfer of all or substantially all of the stock or assets of GBank and Mr. Ray is not retained by the surviving or resulting corporation in a position satisfactory to him. If Mr. Ray's employment ends based on the terms of the prior sentence, then he is entitled to receive one (1) times his then current annual base salary and the right to exercise in full all outstanding stock options, whether vested or not, within a 90-day period from the effective termination date. The provision of this paragraph and the payments described to Mr. Ray shall not include a bank holding company reorganization wherein the stockholders who control at least 80% of the shares of the Company prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the reorganization.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Director and Officer Indemnification and Insurance

We have entered into indemnification agreements with each of our directors and executive officers. These agreements, among other things, require us or will require us to indemnify each director (and in certain cases their related venture capital funds) and executive officer to the fullest extent permitted by Nevada law, including indemnification of expenses such as attorneys' fees, judgments, fines and settlement amounts incurred by the director or executive officer in any action or proceeding, including any action or proceeding by or in right of us, arising out of the person's services as a director or executive officer.

Our Articles of Incorporation and our bylaws provide that we will indemnify each of our directors and officers to the fullest extent permitted by the Nevada Revised Statues. We also intend to purchase a policy of directors' and officers' liability insurance that will insure our directors and officers against the cost of defense, settlement, or payment of a judgment under certain circumstances.

Agreements

On February 1, 2007, GBank entered into a five-year lease agreement with five 5-year options for its headquarters and branch at the southwest Las Vegas location, with Nigro HQ, LLC, a Nevada limited liability company, as the landlord. The landlord is an entity in which Edward M. Nigro (Executive Chairman of our board of directors and GBank's board of directors) and Todd A. Nigro (a member of our board of directors and GBank's board of directors) have a 15.78% and 25.27% ownership interest, respectively. The lease for this location originally required GBank to pay rent monthly at an initial base rate of $2.20 per rentable square foot, or $19,538 per month, with the first year's operating expenses included. Increases in the operating expenses after the base year are paid by GBank based on a pro rata basis. The rent increases by 3% per annum starting in the second (2nd) year of the lease term. On April 16, 2012, GBank exercised its option for its first of five 5-year lease extensions. This extension was exercised in conjunction with a reduction in monthly base rent to $2.00 per rentable square foot, or $17,762 per month. On February 1, 2016, GBank executed an amendment for the addition of approximately 3,052 rentable square feet at its southwest Las Vegas location. This lease amendment required GBank to pay $2.00 per additional square foot, or $6,104 per month, after free rent (for two months), with lease expiration being coterminous with all currently leased space at this location. On September 6, 2017, GBank exercised its option for its second of five 5-year lease extensions. This extension was exercised in conjunction with a reduction in monthly base rent to $1.68 per rentable square foot, or $19,991 per month. On August 25, 2022, GBank exercised its option for its third of five 5-year lease extensions. This extension was exercised in conjunction with an increase in monthly base rent to $2.54 per rentable square foot, or $30,251.60 per month. On October 10, 2022, GBank exercised its option for its fourth of five 5-year lease extensions. This extension was exercised in conjunction with four (4) additional 5-year options to extend the term of the lease. GBank's next lease expiration for this location is scheduled for September 30, 2032. The financial terms of this lease, subsequent renewal, and ownership interest in this landlord by Edward M. Nigro and Todd A. Nigro were disclosed to both federal and state banking regulators along with an independent market review of the property. Independent market reviews have confirmed that the terms of this lease, as well as the April 2012, February 2016, September 2017, August 2022, and October 2022 amendments, were on substantially the same terms as those prevailing at the time for comparable transaction with non-insiders and did not present more than the normal risk of such transactions nor present other unfavorable terms. Moreover, this lease was approved by the disinterested members of GBank's board of directors (i.e., the members of the board of directors with no ownership interest in the landlord and no familial relationship with parties with an ownership interest in the landlord), who determined that the terms and conditions of this lease are fair and reasonable to GBank.

On April 23, 2008, and commencing April 1, 2009, GBank entered into a 15-year lease agreement with six 5-year options for its Seven Hills Location, with Ten Saints Properties LLC, a Nevada limited liability company, as the landlord. The landlord is an entity in which Todd Nigro (a member of our board of directors and GBank's board of directors) has a 10% ownership interest. The lease for this location originally required GBank to pay rent monthly at an initial base rate of $3.25 per rentable square foot or $18,037.50 per month, with a monthly common area expense to be charged to GBank on a pro-rata basis. The rent increases by 15% at the end of each 5-year period, including all option periods. On October 21, 2022, GBank exercised its option for its first and second of six 5-year lease extensions. This extension was exercised in conjunction with an increase in monthly base rent to $4.30 per rentable square foot, or $23,854.60 per month, and a reduction in the rent increase at the end of each 5-year period, including all option periods, from 15% to 12%. GBank's next lease expiration for this location is scheduled for October 31, 2032. The financial terms of this lease, subsequent renewal, and ownership interest in this landlord by Todd A Nigro was disclosed to both the federal and state banking regulators along with an independent market review of the property. Independent market reviews have confirmed that the terms of this lease, as well as the October 2022 amendment, were on substantially the same terms as those prevailing at the time for comparable transactions with non-insiders and did not present more than the normal risk of such transactions nor present other unfavorable terms. Moreover, this lease was approved by the disinterested members of GBank's board of directors (i.e., the members of the board of directors with no ownership interest in the landlord and no familial relationship with parties with an ownership interest in the landlord), who determined that the terms and conditions of this lease are fair and reasonable to GBank.

In April 2015, we originally entered into a sponsorship and program management agreement with BCS, which has common ownership with members of our board of directors. The agreement was amended and restated in June 2022. Under this agreement, we issue prepaid debit cards through its memberships in the Discover, MasterCard, VISA, and various other networks, and BCS serves as the program manager for the cards. In addition to card issuance, we provide settlement accounts and receives a percentage of BCS's gross revenues as compensation for these services. We recognized approximately $243,000 and $610,000 in revenue associated with this arrangement during the years ended December 31, 2023, and 2022. This agreement was amended and restated in May 2023.

In the course of ordinary business, GBank has granted loans to our officers and directors as well as GBank's officers and directors and their respective affiliates. At December 31, 2023 and 2022, direct loans to such parties approximated $12.4 million and $12.1 million, respectively. Total borrowing advances were approximately $865 thousand and total repayments were approximately $471 thousand for the year ended December 31, 2023. Undisbursed loan commitments with related parties totaled approximately $1.8 million and $1.9 million as of December 31, 2023, and 2022, respectively. None of these loans are past due, on nonaccrual status, or restructured to provide a reduction or deferral of principal or interest. Deposits from related parties in the normal course of business totaled approximately $54.0 million and $41.1 million at December 31, 2023, and 2022, respectively.

PRINCIPAL STOCKHOLDERS

The following table lists, as of January 3, 2025, the number of shares of our common stock that are beneficially owned by:

(i) each person or entity known to us to be the beneficial owner of more than 5% of the outstanding common stock;
(ii) each named executive officer and director of our Company; and
(iii) all executive officers and directors as a group.

Information relating to beneficial ownership of common stock by our principal stockholders and management is based upon information furnished by each person using "beneficial ownership" concepts under the rules of the Securities and Exchange Commission. Under these rules, a person is deemed to be a beneficial owner of a security if that person has or shares voting power, which includes the power to vote or direct the voting of the security, or investment power, which includes the power to dispose of or direct the disposition of the security. The person is also deemed to be a beneficial owner of any security, of which that person has a right to acquire beneficial ownership within 60 days. Under the Securities and Exchange Commission rules, more than one person may be deemed to be a beneficial owner of the same securities, and a person may be deemed to be a beneficial owner of securities as to which he or she may not have any pecuniary beneficial interest. Except as noted below, each person has sole voting and investment power.

The percentages of common stock prior to the offering are calculated based on shares of our common stock issued and outstanding as of the date of this prospectus. Percentages of common stock after the offering are calculated based on shares of common stock issued and outstanding after this offering.

Unless otherwise indicated, we believe that each person named in the table below has sole voting and investment power with respect to all shares of common stock beneficially owned by them. As of the date of this prospectus, we had 14,252,335 shares of common stock issued and outstanding, 231,508 of which were non-voting shares of common stock.

Name and Address of Beneficial Owners[1]	Amount and Nature of Beneficial Ownership of Common Stock	Percent of Common Stock Prior to the Offering	Percent of Common Stock After the Offering	Percent of Total Voting Power Prior to the Offering	Percent of Total Voting Power After the Offering
Directors and Executive Officers					
Edward M. Nigro[2]	1,177,287	8.41%	8.41	8.41%	8.41%
Todd A. Nigro[3]	337,820	2.41%	2.41	2.41	2.41%
T. Ryan Sullivan[4]	316,059	2.26%	2.26	2.26	2.26%
A. Lee Finley[5]	1,752,802	12.53%	12.53	12.53	12.53%
Charles W. Griege, Jr. [6]	517,715	3.70%	3.70	3.70	3.70%
William J. Hornbuckle IV[7]	421,562	3.01%	3.01	3.01	3.01%
Katie S. Lever[8]	38,901	*	*	*	*%
James K. Sims[9]	87,826	*	*	*	*
Alan C. Sklar[10]	510,174	3.65%	3.65%	3.65	3.65%
Michael C. Voinovich[11]	70,651	*	*	*	*
Key Employees					
Tara A. Campbell[12]	1,334	*	*	*	*
Nancy M. DeCou[13]	74,514	*	*	*	*
David J. Fersdahl[14]	6,767	*	*	*	*
Keith F. Jarvis[15]	70,027	*	*	*	*
Scot M. Levine	0	*	*	*	*
Shouvik K. Ray[16]	1,867	*	*	*	*
Jeffery E. Whicker[17]	3,354	*	*	*	*
Directors and executive officers as a group (11 persons)	5,230,797	37.38%	37.38%	37.38%	37.38%
Directors, executive officers and key employees as group (17 persons)	5,388,660	38.50%	38.50%	38.50%	38.50%

* Less than 1%.

(1) Unless otherwise specified, the address of each of the persons set forth above is in care of GBank Financial Holdings Inc., at the address of 9115 West Russell Road, Suite 110, Las Vegas, Nevada 89148.
(2) Includes 69,442 shares of Common Stock held by Mr. Nigro, personally, 255,576 shares of Common Stock held by The 1990 Nigro Trust, 688,769 shares of Common Stock held by affiliated limited liability companies, 80,000 shares of Common Stock held by Bank of George 401(K) Profit Sharing Plan FBO Edward Nigro, and 83,500 shares of Common Stock held by Bank of George 401(K) Profit Sharing Plan Roth Converted FBO Edward Nigro.
(3) Includes 5,606 shares of Common Stock held by Mr. Nigro, personally, 280,694 shares of Common Stock held by an affiliated limited liability company, 12,880 shares of Common Stock held by the Isabelle Nigro Trust, 12,880 shares of Common Stock held by the Nathan Nigro Trust, 12,880 shares of Common Stock held by the Nicholas Nigro Trust, and 12,880 shares of Common Stock held by the Olivia Nigro Trust.
(4) Includes 17,567 shares of Common Stock held by Mr. Sullivan, personally, 209,045 shares of Common Stock held by the Ryan & Leslie Sullivan Trust, 15,568 shares of Common Stock held by Terrance Ryan Sullivan, jointly with Leslie Sullivan, 64,779 shares of Common Stock held by Equity Trust Company, Custodian, Bank of George 401k PSP FBO Terrance Ryan Sullivan, and 9,100 shares of Common Stock held by Equity Trust Company FBO Terrance Ryan Sullivan IRA.
(5) Includes 10,142 shares of Common Stock held by Mr. Finley, personally, 1,540,000 shares of Common Stock held by Mr. Finley, jointly with Susan N. Finley, and 202,660 shares of Common Stock held by an affiliated company.
(6) Includes 98,426 shares of Common Stock held by Mr. Griege, personally, and 419,289 shares of Common Stock held by an affiliated company.
(7) Includes 22,277 shares of Common Stock held by Mr. Hornbuckle, personally, and 399,285 shares of Common Stock held by the William J. Hornbuckle IV Trust.
(8) Includes 38,901 shares of Common Stock held by Ms. Lever, personally
(9) Includes 4,825 shares of Common Stock held by Mr. Sims, personally, and 83,001 shares of Common Stock held by James K. Sims, jointly with Catherine M. Sims.
(10) Includes 5,123 shares of Common Stock held by Mr. Sklar, personally, 505,051 shares of Common Stock held by the Sklar Family LP, which is an affiliate of Mr. Sklar, and 100 shares of Common Stock held by the Sklar Family Trust.
(11) Includes 70,651 shares of Common Stock held by Mr. Voinovich, personally.
(12) Includes 1,334 shares of Common Stock held by Ms. Campbell, personally.
(13) Includes 1,284 shares of Common Stock held by Ms. DeCou, personally, and 73,230 shares of Common Stock held by the DeCou Family Trust.
(14) Includes 6,767 shares of Common Stock held by Mr. Fersdahl, personally.
(15) Includes 70,027 shares of Common Stock held by Mr. Jarvis, personally.
(16) Includes 1,867 shares of Common Stock held by Mr. Ray, personally
(17) Includes 3,354 shares of Common Stock held by Mr. Whicker, personally.

The following table lists, as of the date of this prospectus, the number of shares of our non-voting shares of common stock beneficially owned by BankCard Services LLC.

Name and Address of Beneficial Owner (1)	Amount and Nature of Beneficial Non-Voting Common Stock	Percent of Non-Voting Common Stock Prior to and After the Offering
BankCard Services LLC	231,508	100%

(1) The address of BankCard Services LLC is in care of GBank Financial Holdings Inc., at the address of 9115 West Russell Road, Suite 110, Las Vegas, Nevada 89148.

SHARES ELIGIBLE FOR FUTURE SALE

Future sales of our common stock in the public market, including shares issued upon the conversion of convertible notes, the exercise of outstanding options and warrants, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time.

Based on the number of shares outstanding as of January 3, 2025, immediately following the closing of this offering, we will have 14,252,235 shares of common stock issued and outstanding.

As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Previously issued shares of common stock that were not offered and sold in this offering, as well as shares issuable upon the exercise of outstanding warrants or conversion of outstanding convertible notes and subject to employee stock options, are or will be upon issuance, "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if such public resale is registered under the Securities Act or if the resale qualifies for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which are summarized below.

Rule 144

In general, a person who has beneficially owned restricted stock for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Securities Exchange Act of 1934, as amended, or the Exchange Act, periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares then outstanding; or
- the average weekly trading volume of our common stock on The Nasdaq Capital Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares.

Each prospective investor should consult its tax advisor regarding the particular U.S. federal, state, and local and non-U.S. tax consequences of purchasing, holding, and disposing of our common stock, including the consequences of any proposed change in applicable laws.

LEGAL MATTERS

The validity of the issuance of our common stock offered in this prospectus will be passed upon for us by Sklar Williams PLLC. Alan Sklar, of Sklar Williams PLLC, is a member of our board of directors and beneficial holder of 509,587 shares of our common stock.

EXPERTS

The consolidated balance sheets of Gbank Financial Holdings, Inc. as of December 31, 2023 and 2022, and the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for the years then ended, included in this Prospectus, have been so included in reliance on the report of RSM US LLP, independent registered public accounting firm, given on the authority of that firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission, or the SEC, a registration statement on Form S-1 under the Securities Act of 1933, as amended, with respect to the securities offered by this prospectus. This prospectus does not contain all of the information included in the registration statement. For further information pertaining to us and our units to be sold in this offering, you should refer to the registration statement and to its exhibits. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the registration statement.

Upon the closing of the offering, we will be subject to the informational requirements of the Exchange Act and will file annual, quarterly, and current reports, proxy statements and other information with the SEC. You can read our SEC filings, including the registration statement, at the SEC's website at www.sec.gov. We also maintain a website at www.gbankfinancialholdings.com. Upon completion of the offering, you may access, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. Information contained on our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

PROSPECTUS

GBANK FINANCIAL HOLDINGS INC.

COMMON STOCK

Through and including _____ (the 25th day after the date of this offering), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

THE DATE OF THIS PROSPECTUS IS JANUARY ___, 2025

PART II - INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable by the registrant in connection with the sale of common stock being registered. All amounts are estimates except for the SEC registration fee, and the Financial Industry Regulatory Authority, or FINRA, filing fee.

Item	Amount to be paid
SEC registration fee	$ 5,843
Nasdaq application fee	$ 5,000
Nasdaq listing fee	$ 75,000
Printing fees and expenses	$ 5,000
Legal fees and expenses	300,000
Accounting fees and expenses	900,000
Transfer agent's fees and expenses	$ 1,500
Miscellaneous fees and expenses	$ 205,000
Total	$ 1,497,343

Item 14. Indemnification of Directors and Officers

The Company's Bylaws and Articles of Incorporation provide that we shall, to the full extent permitted by the Nevada General Business Corporation Law, as amended from time to time (the "Nevada Corporate Law"), indemnify all of our directors and officers. Section 78.7502 of the Nevada Corporate Law provides in part that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Similar indemnity is authorized for such persons against expenses (including attorneys' fees) actually and reasonably incurred in defense or settlement of any threatened, pending or completed action or suit by or in the right of the corporation, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and provided further that (unless a court of competent jurisdiction otherwise provides) such person shall not have been adjudged liable to the corporation. Any such indemnification may be made only as authorized in each specific case upon a determination by the stockholders or disinterested directors that indemnification is proper because the indemnitee has met the applicable standard of conduct. Under our Bylaws and Articles of Incorporation, the indemnitee is presumed to be entitled to indemnification, and we have the burden of proof to overcome that presumption. Where an officer or a director is successful on the merits or otherwise in the defense of any action referred to above, we must indemnify him against the expenses which such offer or director actually or reasonably incurred. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Item 15. Recent Sales of Unregistered Securities

On October 11, 2024, we entered into Subscription Agreements with 65 purchasers, pursuant to which the Company offered and sold an aggregate of 1,081,081 shares of common stock, par value $0.0001 per share, for aggregate proceeds of $20 million. The Company paid placement agency fees of $539 thousand. Net proceeds received by the Company were $19.5 million. The Company made the offering pursuant to the exemptions from registration afforded by Section 4(a)(2) of the Securities Act, Rule 501(a)(1)-(3) and (7) and Rule 506 of Regulation D, promulgated under the Securities Act, where each purchaser was a "institutional accredited investor" or "accredited investor" within the meaning of Rule 501 of Regulation D.

Item 16. Exhibits and Financial Statement Schedules

(a) The following exhibits are filed as part of this registration statement:

Number	Description
2.1	Securities Exchange Agreement by and between GBank Financial Holdings Inc. and Bankcard Services, LLC, dated June 25, 2024
3.1	Articles of Incorporation
3.2.1	Bylaws
3.2.2	First Amendment to Bylaws
3.2.3	Second Amendment to Bylaws
4.1	Form of Common Stock Certificate
5.1	Opinion of Sklar Williams PLLC
10.1 #	2007 Long-Term Stock Option Plan*
10.2 #	2016 Equity Incentive Plan
10.3 #	First Amendment to 2016 Equity Incentive Plan
10.4 #	Second Amendment to 2016 Equity Incentive Plan
10.5	Form of Registration Rights Agreement
10.6 #	Form of Subscription Agreement
10.7 #	Third Amended and Restated GBank Deferred Incentive and Compensation Plan
10.8 #	Intercompany Shared Employment Agreement dated January 31, 2024 by and between the Company, GBank and Edward M. Nigro
10.9 #	Employment agreement dated September 1, 2023, by and between the Company and T. Ryan Sullivan
10.10 #	Employment agreement dated August 1, 2022, by and between GBank and Jeffery W. Whicker
10.11 #	Employment agreement dated September 1, 2023 by and between GBank and David J. Fersdahl
10.12 #	Employment agreement dated October 1, 2018, by and between GBank and Keith Jarvis
10.13 #	Employment agreement dated July 21, 2023, by and between GBank and Tara Campbell
10.14 #	Employment agreement dated January 1, 2023, by and between GBank and Shovuik Ray
14.1	Code of Ethics
21.1	Subsidiaries of the Registrant
23.2	Consent of Sklar Williams PLLC (included in Exhibit 5.1)
24.1	Power of Attorney (included on signature page)
107	Filing Fee Table*

*To be filed by amendment
# Indicates management contract or compensatory plan.

(b) Financial Statement Schedules. No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes thereto.

Item 17. Undertakings

The undersigned Registrant hereby undertakes:

(a) The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in Las Vegas, Nevada, on January 10, 2025.

GBANK FINANCIAL HOLDINGS INC.

By: */s/ Edward M. Nigro*
Name: Edward M. Nigro
Title: Executive Chairman of the Board

By: */s/ T. Ryan Sullivan*
Name: T. Ryan Sullivan
Title: President and Chief Executive Officer
(principal executive officer)

By: */s/ Jeffery E. Whicker*
Name: Jeffery E. Whicker
Title: Chief Financial Officer and Treasurer
(principal financial officer and principal accounting officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints T. Ryan Sullivan as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective on filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement was signed by the following persons in the capacities and on the dates stated.

Dated: January 10, 2025

By: */s/ Edward M. Nigro*
Name: Edward M. Nigro
Title: Executive Chairman of the Board

Dated: January 10, 2025

By: */s/ T. Ryan Sullivan*
Name: T. Ryan Sullivan
Title: Chief Executive Officer and Director
(principal executive officer)

Dated: January 10, 2025

By: */s/ Jeffery E. Whicker*
Name: Jeffery E. Whicker
Title: Chief Financial Officer and Treasurer
(principal financial officer and principal accounting officer)

Dated: January 10, 2025

By: /s/ *Michael C. Voinovich*
Name: *Michael C. Voinovich*
Title: Secretary and Director

Dated: January 10, 2025

By: */s/ Todd A. Nigro*
Name: Todd A. Nigro
Title: Director

Dated: January 10, 2025

By: */s/ A. Lee Finley*
Name: A. Lee Finley
Title: Director

Dated: January 10, 2025

By: /s/ *Charles W. Griege, Jr.*
Name: *Charles W. Griege, Jr.*
Title: Director

Dated: January 10, 2025

By: /s/ *William (Bill) J. Hornbuckle*
Name: *William (Bill) J. Hornbuckle*
Title: Director

Dated: January 10, 2025

By: /s/ *Kathryn S. Lever*
Name: *Kathryn S. Lever*
Title: Director

Dated: January 10, 2025

By: /s/ *James K. Sims*

Name: *James K. Sims*
Title: Director

Dated: January 10, 2025

By: /s/ *Alan C. Sklar*
Name: *Alan C. Sklar*
Title: Director

EXHIBIT 2.1

EXECUTION VERSION

SECURITIES EXCHANGE AGREEMENT

By and Between

GBANK FINANCIAL HOLDINGS INC.

and

BANKCARD SERVICES, LLC

Dated as of June 25, 2024

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SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (this "**Agreement**"), is entered into as of the 25th day of June, 2024, by and between BANKCARD SERVICES, LLC, a Nevada limitedliability company (the "**Company**"), and GBANK FINANCIAL HOLDINGS INC., a Nevada corporation (the "**Parent**"). Capitalized terms used herein (including in the immediately preceding sentence) and not otherwise defined herein shall have the meanings set forth in Section 5.01 hereof.

RECITALS

WHEREAS, the Parent has authorized for issue 30,000,000 shares of its nonvoting common stock, par value $0.0001 per share (the **"Parent Nonvoting Common Stock"**);

WHEREAS, the Parent desires to issue 231,508 shares of Parent Nonvoting Common Stock to the Company with an aggregate value of $3,298,989.00, on the terms and subject to the conditions set forth herein (the "**Parent Stock Issuance");**

WHEREAS, the Company desires to issue to the Parent membership interests in the form of 143,371.4 nonvoting common shares of the Company representing 32.99% of the Company's total outstanding Membership Interests (which, for the avoidance of doubt, excludes the Profits Interests Shares) with an aggregate value of $3,298,989.00, on the terms and subject to the conditions set forth herein (the "**Company Share Issuance**," and, together with the Parent Stock Issuance, the "**Exchange**");

WHEREAS, the parties hereto intend that each of the Parent Stock Issuance and the Company Share Issuance shall be treated in accordance with Section 1032 of the Internal Revenue Code of 1986, as amended (the "**Code**");

WHEREAS, the manager of the Company (the "**Company Manager**") has: (a) determined that it is in the best interests of the Company and the holders (each such holder, a "**Member**" and collectively, the "**Members**") of ownership interests in the Company (the "**Membership Interests**"), and declared it advisable, to enter into this Agreement with the Parent; and (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Exchange;

WHEREAS, the Board of Directors of the Parent (the "**Parent Board**") has previously established a Joint Special Committee (the "**Joint Special Committee**") consisting of the independent members of the Parent Board and the independent members of the board of directors ("**Bank Board**") of GBank, a Nevada state bank and wholly-owned subsidiary of the Parent (the "**Bank**"), with respect to consideration of this Agreement and the Exchange due to the ownership interests in the Company held by certain members of the Parent Board and the Bank Board;

WHEREAS, the disinterested members of the Parent Board have unanimously: (a) determined that it is in the best interests of the Parent and its stockholders, and declared it advisable, to enter into this Agreement; and (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Exchange; and

WHEREAS, the parties desire to make certain representations, warranties, covenants, and agreements in connection with the Exchange and the other transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

ARTICLE I
THE EXCHANGE

Section 1.01 The Exchange. At the Closing, automatically and without any action on the part of any party or other person:

(a) Exchange of Company Nonvoting Common Shares. Subject to the terms and conditions set forth in this Agreement and to effect the Exchange, the Company shall issue and deliver to the Parent 143,371.4 Nonvoting Common Shares (the "**Company Shares**"), representing 32.99% of the Company's total outstanding Membership Interests (which, for the avoidance of doubt, excludes the Profits Interests Shares) immediately after the Closing, and the Company shall receive the consideration as set forth in Section 1.01(b) hereto.

(b) Exchange of the Parent Nonvoting Common Stock. Subject to the terms and conditions set forth in this Agreement and to effect the Exchange, the Parent shall issue and deliver to the Company 231,508 shares of the Parent Nonvoting Common Stock (the "**Parent Shares**"), and the Parent shall receive the consideration as set forth in Section 1.01(a) hereto (hereinafter, consideration exchanged by the Parent and the Company in Sections 1.01(a) and 1.01(b) hereto, the "**Exchange Consideration**").

(c) Exemption from Registration. The parties intend that the Parent Shares to be issued to the Company and the Company Shares to be issued to the Parent as part of the Exchange Consideration shall each be exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), pursuant to Section 4(a)(2) of the Securities Act and the rules and regulations promulgated by the SEC thereunder.

Section 1.02 Exchange Procedures.

(a) Issuance of the Parent Shares. At the Closing, the Parent will, in exchange for the Company Shares, issue the Parent Shares free and clear of all Liens and directly to the Company, and the Parent Shares shall be issued in book entry form.

(b) Issuance of the Company Shares. At the Closing, the Company will, in exchange for the Parent Shares, issue the Company Shares free and clear of all Liens and directly to the Parent, and the Company Shares shall be issued in book entry form; and such issuance shall be memorialized in the TAROA, a true and correct copy of which has been delivered or made available to the Parent.

Section 1.03 Closing. The execution and delivery of this Agreement and the deliverables set forth below (the "**Closing**") shall occur remotely via electronic or other exchange of documents and signature pages as soon as practicable. The actual date and time of the Closing is hereinafter referred to as the "**Closing Date**."

(a) At the Closing, the Company shall deliver or cause to be delivered to the Parent (unless otherwise indicated) the following (the "**Closing Company Deliverables**"):

(i) this Agreement, duly executed by the Company;

(ii) a certificate of the Secretary of the Company, dated as of the Closing Date, (a) certifying the resolutions adopted by the Company Manager approving the transactions contemplated by this Agreement and the issuance of the Company Shares, (b) certifying as to the signatures and authority of persons signing this Agreement and related documents on behalf of the Company, (c) certifying that the TAROA was duly adopted by Majority Shareholder Consent (as defined in the TAROA) and is in full force and effect and (d) certifying the Company's Charter Documents;

(iii) a Certificate of Existence of the Company from the Nevada Secretary of State as of a recent date; and

(iv) evidence of issuance of the Company Shares to the Parent in uncertificated form.

(b) At the Closing, the Parent shall deliver or cause to be delivered to the Company the following (the "**Closing Parent Deliverables**"):

(i) this Agreement, duly executed by the Parent;

(ii) a certificate of the Secretary of the Parent, dated as of the Closing Date, (a) certifying the resolutions adopted by the Parent Board approving the transactions contemplated by this Agreement and the issuance of the Parent Shares, (b) certifying as to the signatures and authority of persons signing this Agreement on behalf of the Parent, and (c) certifying the Parent's Charter Documents;

(iii) a Certificate of Existence of the Parent from the Nevada Secretary of State as of a recent date; and

(iv) evidence of issuance of the Parent Shares to the Company in uncertificated form.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the correspondingly numbered Section of the Company Disclosure Letter that relates to such Section or in another Section of the Company Disclosure Letter to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is applicable to such Section, which Company Disclosure Letter shall be furnished by the Company to the Parent on or before the Closing Date, time being of the essence thereof, the Company hereby represents and warrants to the Parent as follows:

Section 2.01 Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) Organization; Standing and Power. The Company is a limited-liability company, duly organized in the State of Nevada, validly existing, and in good standing under the Laws of Nevada, and has the requisite limited-liability company power and authority to own, lease, and operate its assets and to carry on its business as now conducted. The Company is duly qualified or licensed to do business as a foreign limited liability company and is in good standing in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Charter Documents. The Company has delivered or made available to the Parent a true and correct copy of its Charter Documents. The Company is not in violation of any of the provisions of its Charter Documents.

(c) Subsidiaries. The Company has no Subsidiaries.

Section 2.02 Capital Structure.

(a) Capital Securities. The Company has outstanding 120,260.4 Voting Common Shares, no Nonvoting Common Shares, 36,000 Series A Preferred Shares, 134,958 Series B Preferred Shares, and 39,000 Profits Interests Shares, and the TAROA accurately sets forth the name of each holder of the Company as of immediately prior to the Closing and the shares held by each of them. The Company does not have outstanding any other securities or ownership interests. All of the outstanding shares of limited-liability company interest of the Company are, and all shares of the Company which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized, validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights, in each case, except as otherwise provided in the TAROA. There are no outstanding Contracts requiring the Company to repurchase, redeem, or otherwise acquire any Membership Interests. The Company is not a party to any voting agreement with respect to any Membership Interests.

(b) Options and Grants. The Company does not have outstanding any options, warrants, or other rights of any kind to acquire its securities. The Company is not obligated to issue or grant any securities.

(c) Voting Debt. No bonds, debentures, notes, or other indebtedness issued by the Company: (i) having the right to vote on any matters on which Members of the Company may vote (or which is convertible into, or exchangeable for, securities having such right); or (ii) the value of which is directly based upon or derived from the Membership Interests in the Company, are issued or outstanding (collectively, "**Voting Debt**").

(d) Pro Forma Shares. Immediately following the Closing, the Company shall have issued and outstanding 120,260.4 Voting Common Shares, 143,371.4 Nonvoting Common Shares, 36,000 Series A Preferred Shares, 134,958 Series B Preferred Shares, and 39,000 Profits Interests Shares.

Section 2.03 Valid Issuance; Bad Actor.

(a) Valid Issuance. The Company Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, shall be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the TAROA and applicable state and federal securities Laws. Assuming the accuracy of the representations of the Parent in Article III of this Agreement and subject to the filings described in Section 2.04(c) below, the Company Shares shall be issued in compliance with all applicable state and federal securities Laws.

(b) Bad Actor. The Company has exercised reasonable care, in accordance with the rules and guidance of the SEC, and has conducted a factual inquiry including the procurement of relevant questionnaires from each Covered Person (as hereinafter defined) or other means, the nature and scope of which reflect reasonable care under the relevant facts and circumstances, to determine whether any Covered Person (as hereinafter defined) is subject to any of the "bad actor" disqualifications ("**Disqualification Events**") described in Rule 506(d)(1)(i) through (viii) promulgated by the SEC under the Securities Act. To the Company's Knowledge, no Covered Person is subject to a Disqualification Event. "**Covered Persons**" are those persons specified in Rule 506(d)(1) promulgated by the SEC under the Securities Act, including the Company; any predecessor or affiliated issuer of the Company; any director, executive officer, or other officer participating in the offering; any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 promulgated by the SEC under the Securities Act) connected with the Company in any capacity at the time of the sale of the Company Shares; and any person that has been or shall be paid (directly or indirectly) remuneration for solicitation of purchasers (a "**Solicitor**") in connection with the sale of the Company Shares, any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any Solicitor.

Section 2.04 Authority; Non-Contravention; Governmental Consents; Company Manager Approval; Anti-Takeover Statutes.

(a) Authority. The Company has all requisite limited-liability company power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary limitedliability company action on the part of the Company and no other limited-liability company proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement or to consummate the Exchange, the Company Share Issuance, and the other transactions contemplated hereby. Under the Company's Charter Documents and in accordance with the NLLCA, the Company Manager acting unilaterally has all requisite power and authority necessary to approve and adopt this Agreement, approve the Exchange, and consummate the Exchange and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due execution and delivery by the Parent, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Non-Contravention. The execution, delivery, and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated by this Agreement, including the Exchange, do not and will not: (i) contravene or conflict with, or result in any violation or breach of, the Charter Documents of the Company or any of its Subsidiaries; (ii) assuming that all Consents contemplated by clauses (i)-(ii) of Section 2.04(c) have been obtained or made, conflict with or violate any Law applicable to the Company, any of its Subsidiaries, or any of their respective properties or assets; (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the Company's loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights or obligations of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under, any Contract to which the Company is a party or otherwise bound as of the date hereof; or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of the Company, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Liens that, or where the failure to obtain any Consents, in each case, would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Governmental Consents. No consent, approval, order, or authorization of, or registration, declaration, or filing with, or notice to (any of the foregoing being a "**Consent**"), any national, state, municipal, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority (a "**Governmental Entity**") is required to be obtained or made by the Company in connection with the execution, delivery, and performance by the Company of this Agreement or the consummation by the Company of the Exchange, the Company Share Issuance, and other transactions contemplated hereby, except for: (i) applicable requirements, filings and fees, if any, of the Securities Act, the Exchange Act, or applicable state securities or "blue sky" Laws of the states of the United States, including, without limitation, the filing of a Notice of Exempt Offering of Securities on Form D with the SEC under Regulation D of the Securities Act; (ii) the other Consents, if any, of Governmental Entities listed in Section 2.04(c) of the Company Disclosure Letter (the "**Other Governmental Approvals**"); and (iii) such other Consents which if not obtained or made would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) Company Manager Approval. The Company Manager, by resolutions duly adopted, has: (i) determined that this Agreement and the transactions contemplated hereby, including the Exchange and the Company Share Issuance, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Company and the Company's Members; and (ii) approved this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Exchange and the Company Share Issuance, upon the terms and subject to the conditions set forth herein.

(e) Anti-Takeover Statutes. No "fair price," "moratorium," "acquisition of controlling interest," "supermajority," "affiliate transactions," "combination with interested stockholders," or other similar anti-takeover statute or regulation enacted under any federal, state, or local Laws applicable to the Company is applicable to this Agreement, the Exchange, or any of the other transactions contemplated by this Agreement.

Section 2.05 Financial Statements; Undisclosed Liabilities; Off-Balance Sheet Arrangements.

(a) Financial Statements. The Company has delivered or made available to the Parent true and correct copies of: (i) its profit and loss statement and statement of cash flows for the years ended December 31, 2023, 2022, and 2021 and for the three-month period ended March 31, 2024; and (ii) its balance sheet as at December 31, 2023 and 2022 and as at March 31, 2024. Each of such financial statements (including, in each case, any notes and schedules thereto), for the avoidance of doubt, has not been prepared in accordance with generally accepted accounting principles ("**GAAP**"); however such financial statements have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries, and to the belief of the Company, fairly present the financial position and the results of operations and cash flows of the Company as of the respective dates of and for the respective periods referred to in such financial statements.

(b) Undisclosed Liabilities. The balance sheet of the Company dated as of March 31, 2024 is hereinafter referred to as the "**Company Balance Sheet**." The Company does not have any Liabilities other than Liabilities that: (i) are reflected or reserved against in the Company Balance Sheet (including in the notes thereto); (ii) were incurred since the date of the Company Balance Sheet in the ordinary course of business consistent with past practice; (iii) are incurred in connection with the transactions contemplated by this Agreement; or (iv) would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Accounting, Securities, or Other Related Complaints or Reports. The Company maintains accurate books and records reflecting its and its Subsidiaries' assets and liabilities in all material respects and, for companies of its respective size and scope, maintains proper and adequate internal accounting controls. The financial books and records of the Company accurately reflect, in all material respects, on a basis consistent with past periods and throughout the periods involved, all transactions of the Company and its Subsidiaries, including all Related Party Transactions. Neither the Company nor the Company Manager has received any written complaint, allegation, assertion, or claim regarding the financial accounting or internal accounting controls of the Company or any written complaint, allegation, assertion, or claim from officers or employees of the Company regarding questionable financial accounting with respect to the Company. No attorney representing the Company, whether or not employed by the Company, has reported credible evidence of any material violation of securities Laws, breach of fiduciary duty, fraud, or similar material violation by the Company, the Company Manager (or any of its employees), or any officers or agents to the Company.

Section 2.06 Absence of Certain Changes or Events. Since the date of the Company Balance Sheet, except in connection with the execution and delivery of this Agreement, the adoption of the TAROA and the consummation of the transactions contemplated hereby, the business of the Company and each of its Subsidiaries has been conducted in all material respects in the ordinary course of business consistent with past practice and the Company has not taken action to do or cause any of the following:

(a) any event, condition, change, or effect that could reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect;

(b) amend or propose to amend its Charter Documents;

(c) (i) split, combine, or reclassify any Membership Interests, (ii) repurchase, redeem, or otherwise acquire, or offer to repurchase, redeem, or otherwise acquire, any Membership Interests, or (iii) declare, set aside, or pay any dividend or distribution (whether in cash, stock, property, or otherwise) in respect of, or enter into any Contract with respect to the voting of, any of its Membership Interests;

(d) issue, grant, sell, pledge, dispose of, or encumber any Membership Interests or any options, warrants or other rights to acquire Membership Interests or securities convertible into or exchangeable for Membership Interests;

(e) except pursuant to any Contract or other obligation in effect as of the date of this Agreement or in the ordinary course of business consistent with past practice, and except as set forth on Section 2.06(e) of the Company Disclosure Letter, (i) increase the compensation payable or that could become payable to the Company Manager or the Company's officers, consultants, or any employees, or (ii) promote any officers or employees;

(f) acquire, by merger, consolidation, acquisition of stock or assets, or otherwise, any business or Person or division thereof or make any loans, advances, or capital contributions to or investments in any Person in excess of $10,000 in the aggregate;

(g) (i) transfer, sell, lease, or otherwise dispose of (whether by way of merger, consolidation, sale of stock or assets, or otherwise) or pledge, encumber, mortgage, or otherwise subject to any Lien (other than a Permitted Lien), any assets; *provided, that* the foregoing shall not prohibit the Company from transferring, selling, leasing, or disposing of obsolete equipment or assets being replaced, or granting non-exclusive licenses under the Company IP, in each case in the ordinary course of business consistent with past practice, or (ii) adopt or effect a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, or other reorganization;

(h) repurchase, prepay, or incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or options, warrants, calls, or other rights to acquire any debt securities of the Company, guarantee any debt securities of another Person, enter into any "keep well" or other Contract to maintain any financial statement condition of any other Person or enter into any arrangement having the economic effect of any of the foregoing, other than in connection with the financing of ordinary course trade payables consistent with past practice;

(i) enter into or amend or modify in any material respect, or consent to the termination of (other than at its stated expiry date), any Company Material Contract or any Lease with respect to material Real Estate or any other Contract or Lease that, if in effect as of the date hereof, would constitute a Company Material Contract or Lease with respect to material Real Estate hereunder;

(j) institute, settle, or compromise any Legal Action involving the payment of monetary damages by the Company or any of its Subsidiaries of an amount exceeding $20,000 in the aggregate, other than the settlement of claims, liabilities, or obligations reserved against on the Company Balance Sheet; *provided, that* the Company shall not settle or agree to settle any Legal Action in which settlement involves a conduct remedy or injunctive or similar relief by the Company or has a restrictive impact on the Company's business;

(k) make any material change in any method of financial accounting principles or practices, in each case except for any such change required by applicable Law;

(l) (i) settle or compromise any material Tax claim, audit, or assessment for an amount materially in excess of the amount reserved or accrued on the Company Balance Sheet, (ii) make or change any material Tax election, change any annual Tax accounting period, or adopt or change any method of Tax accounting, (iii) amend any material Tax Returns or file claims for material Tax refunds, or (iv) enter into any material closing agreement, surrender in writing any right to claim a material Tax refund, offset or other reduction in Tax liability or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company;

(m) enter into any material agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance;

(n) abandon, allow to lapse, sell, assign, transfer, grant any security interest in or otherwise encumber or dispose of any Company IP, or grant any right or license to any Company IP other than pursuant to non-exclusive licenses entered into in the ordinary course of business consistent with past practice;

(o) terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(p) engage in any transaction with, or enter into any agreement, arrangement or understanding with, any Affiliate of the Company or other Person covered by Item 404 of Regulation S-K promulgated by the SEC that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC, if the Company were subject thereto ("**Related Party Transaction**");

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

(r) agree or commit to do any of the foregoing.

Section 2.07 Taxes.

(a) Tax Returns and Payment of Taxes. The Company has duly and timely filed or caused to be filed (taking into account any valid extensions) all material Tax Returns required to be filed by it. Such Tax Returns are true, complete, and correct in all material respects. Neither the Company nor any of its Subsidiaries is currently the beneficiary of any extension of time within which to file any Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business consistent with past practice. All material Taxes due and owing by the Company (whether or not shown on any Tax Return) have been timely paid or, where payment is not yet due, the Company has made an adequate provision for such Taxes in the Company's financial statements.

(b) Availability of Tax Returns. The Company has made available to the Parent complete and accurate copies of all federal, state, local, and foreign income, franchise, and other material Tax Returns filed by or on behalf of the Company.

(c) Withholding. The Company has withheld and timely paid each material Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, customer, Member, or other party (including, without limitation, withholding of Taxes pursuant to Sections 1441 and 1442 of the Code or similar provisions under any state, local, and foreign Laws), and materially complied with all information reporting and backup withholding provisions of applicable Law.

(d) Liens. There are no Liens for material Taxes upon the assets of the Company or any of its Subsidiaries other than for current Taxes not yet due and payable.

(e) Tax Deficiencies and Audits. No deficiency for any material amount of Taxes which has been proposed, asserted, or assessed in writing by any taxing authority against the Company remains unpaid. There are no waivers or extensions of any statute of limitations currently in effect with respect to Taxes of the Company. There are no audits, suits, proceedings, investigations, claims, examinations, or other administrative or judicial proceedings ongoing or pending with respect to any material Taxes of the Company.

(f) Tax Jurisdictions. No claim has ever been made in writing by any taxing authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Tax in that jurisdiction.

(g) Intended Tax Treatment. Neither the Company nor any of its Subsidiaries has taken or agreed to take any action, and to the Knowledge of the Company there exists no fact or circumstance, that is reasonably likely to prevent or impede either the Parent Stock Issuance or the Company Share Issuance from being treated in accordance with Section 1032 of the Code.

Section 2.08 Intellectual Property.

(a) Scheduled Company-Owned IP. Section 2.08(a) of the Company Disclosure Letter contains a true and complete list, as of the date hereof, of all: (i) Company-Owned IP that is the subject of any issuance, registration, certificate, application, or other filing by, to or with any Governmental Entity or authorized private registrar, including patents, patent applications, trademark registrations (including service marks and trade dress), trademark applications (including the business appurtenant thereto), copyright registrations and pending applications for registration, and internet domain name registrations and social media handles; and (ii) material unregistered Company-Owned IP, including, without limitation, any common law trademarks, service marks and trade dress, unregistered copyright and trade secrets.

(b) Right to Use; Title. The Company is the sole and exclusive legal and beneficial owner of all right, title, and interest in and to the Company-Owned IP, and has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted and as proposed to be conducted ("**Company IP**"), in each case, free and clear of all Liens other than Permitted Liens, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Validity and Enforceability. The Company and its Subsidiaries' rights in the Company-Owned IP are valid, subsisting, and enforceable, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company either (i) has obtained all necessary assignments, work for hire agreements, and disclosures from the Company's employees to perfect Company's ownership of Company-Owned IP, or (ii) has, in good faith, no reason to believe that any assignments, work for hire agreements, and disclosures from Company's employees are necessary to perfect Company's ownership of Company-Owned IP. The Company and each of its Subsidiaries have taken reasonable steps to maintain the Company IP and to protect and preserve the confidentiality of all trade secrets included in the Company IP, except where the failure to take such actions would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) Non-Infringement. Except as would not be reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) the conduct of the businesses of the Company and any of its Subsidiaries has not infringed, misappropriated, or otherwise violated, and is not infringing, misappropriating, or otherwise violating, any Intellectual Property of any other Person; and (ii) to the Knowledge of the Company, no third party is infringing upon, violating, or misappropriating any Company IP.

(e) IP Legal Actions and Orders. There are no Legal Actions pending or, to the Knowledge of the Company, threatened: (i) alleging any infringement, misappropriation, or violation by the Company or any of its Subsidiaries of the Intellectual Property of any Person; or (ii) challenging the validity, enforceability, or ownership of any CompanyOwned IP or the Company's rights with respect to any Company IP, in each case except for such Legal Actions that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company is not subject to any outstanding Order that restricts or impairs the use of any Company-Owned IP, except where compliance with such Order would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(f) The Company IT Systems. Since January 1, 2021, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the Company IT Systems, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has used all reasonable efforts to safeguard the confidentiality, availability, security, and integrity of the Company IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and software and hardware support arrangements, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(g) Privacy and Data Security. The Company has complied with all applicable Laws and all internal or publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the Company's business, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Since January 1, 2021, the Company has not: (i) experienced any actual, alleged, or suspected data breach or other security incident involving personal information in its possession or control; or (ii) been subject to or received any notice of any audit, investigation, complaint, or other Legal Action by any Governmental Entity or other Person concerning the Company's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and to the Company's Knowledge, there are no facts or circumstances that could reasonably be expected to give rise to any such Legal Action, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 2.09 Compliance; Permits.

(a) Compliance. The Company is, and since January 1, 2018 has been, in material compliance with all Laws or Orders applicable to the Company or by which the Company or its business or properties is bound. Since January 1, 2018, no Governmental Entity has issued any notice or notification stating that the Company or any of its Subsidiaries is not in compliance with any Law in any material respect. To the Company's Knowledge, since January 1, 2018, no investigation or inquiry (other than ordinary course reviews) is currently being or has been conducted or threatened by any Governmental Entity with respect to the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries, nor to the Company's Knowledge, any of its or any of its Subsidiaries' executive officers or directors: (A) has ever been charged with, indicted for or convicted of any felony or any crime involving fraud, misrepresentation or insider trading, or (B) is subject to any outstanding order barring, suspending or otherwise materially limiting the right of any such individual to engage in any activity conducted as part of the business of the Company as currently conducted.

(b) Permits. The Company holds, to the extent necessary to operate its business as it is being operated as of the date hereof, all permits, licenses, registrations, variances, clearances, consents, commissions, franchises, exemptions, Orders, authorizations, and approvals from Governmental Entities (collectively, "**Permits**"), except for any Permits which the failure to obtain or hold would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. No suspension, cancellation, non-renewal, or adverse modifications of any Permits of the Company is pending or, to the Knowledge of the Company, threatened, except for any such suspension, cancellation, nonrenewal or adverse modification that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company is and, since January 1, 2018, has been in compliance with the terms of all Permits, except where the failure to be in such compliance would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 2.10 Litigation. There is no Legal Action pending, or to the Knowledge of the Company, threatened against the Company or its properties or assets or, to the Knowledge of the Company, the Company Manager in its capacity as such other than any such Legal Action that: (a) does not involve an amount in controversy in excess of $50,000; and (b) does not seek material injunctive or other material non-monetary relief. Neither the Company nor any of its properties or assets is subject to any order, writ, assessment, decision, injunction, decree, ruling, or judgment of a Governmental Entity or arbitrator, whether temporary, preliminary, or permanent ("**Order**"), which would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Knowledge of the Company, there are no SEC inquiries or investigations, other governmental inquiries or investigations, or internal investigations pending or, to the Knowledge of the Company, threatened, in each case regarding any accounting practices of the Company or any malfeasance by the Company Manager.

Section 2.11 Brokers' and Finders' Fees. The Company has not incurred, nor will it incur, directly or indirectly, any Liability for investment banker, financial advisor, brokerage, or finders' fees or agents' commissions, or any similar charges in connection with this Agreement or any transaction contemplated by this Agreement.

Section 2.12 Related Person Transactions. There are, and since January 1, 2022, there have been, no Contracts, transactions, arrangements, or understandings between the Company, on the one hand, and any Affiliate (including the Company Manager or any officer or employee of the Company, or the respective family members of any of the foregoing) thereof or any holder of 5% or more (based upon allocation of the Exchange Consideration hereunder) of the Membership Interests (or any of their respective family members), on the other hand, that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC (if the Company were subject to such regulation) that has not been disclosed in the Company Disclosure Letter.

Section 2.13 Employee and Employee Benefit Issues. The Company has no, and has never had any, employee benefit plan, program, policy, agreement, collective bargaining agreement, or other arrangement providing for compensation, severance, deferred compensation, performance awards, stock or stock-based awards, health, dental, retirement, life insurance, death, accidental death and dismemberment, disability, fringe, or wellness benefits, or other employee benefits or remuneration of any kind, including any employment, termination, severance, retention, change in control, or consulting or independent contractor plan, program, arrangement, or agreement, whether written or unwritten or otherwise, funded or unfunded, insured or selfinsured, including, without limitation, any "employee benefit plan" within the meaning of Section 3(3) of ERISA.

Section 2.14 Real Property and Personal Property Matters.

(a) Owned Real Estate. The Company does not own any real property and is not a party to any agreement or option to purchase any real property or interest therein.

(b) Leased Real Estate. Section 2.14(b) of the Company Disclosure Letter contains a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto) as of the date hereof for each Leased Real Estate (including the date and name of the parties to such Lease document). The Company has delivered to the Parent a true and complete copy of each such Lease. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect or as set forth on Section 2.14(b) of the Company Disclosure Letter, with respect to each Lease: (i) such Lease is legal, valid, binding, enforceable, and in full force and effect; (ii) the Company is not, nor, to the Knowledge of the Company, is any other party to the Lease, in breach or default under such Lease, and no event has occurred or circumstance exists which, with or without notice, lapse of time, or both, would constitute a breach or default under such Lease; (iii) the Company's possession and quiet enjoyment of the Leased Real Estate under such Lease has not been disturbed, and to the Knowledge of the Company, there are no disputes with respect to such Lease; and (iv) there are no Liens on the estate created by such Lease other than Permitted Liens. The Company has not assigned, pledged, mortgaged, hypothecated, or otherwise transferred any Lease or any interest therein nor has the Company subleased, licensed, or otherwise granted any Person a right to use or occupy such Leased Real Estate or any portion thereof.

(c) Real Estate Used in the Business. The Leased Real Estate identified in Section 2.14(b) of the Company Disclosure Letter comprises all of the real property used or intended to be used in, or otherwise related to, the business of the Company.

(d) Personal Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company is in possession of and has good and marketable title to, or valid leasehold interests in or valid rights under contract to use, the machinery, equipment, furniture, fixtures, and other tangible personal property and assets owned, leased, or used by the Company, free and clear of all Liens other than Permitted Liens.

Section 2.15 Environmental Matters. Except for such matters as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company is and has been in compliance with all Environmental Laws, which compliance includes the possession, maintenance of, compliance with, or application for, all Permits required under applicable Environmental Laws for the operation of the business of the Company as currently conducted. The Company has not received written notice of and there is no Legal Action pending, or to the Knowledge of the Company, threatened against the Company alleging any Liability or responsibility under or non-compliance with any Environmental Law or seeking to impose any financial responsibility for any investigation, cleanup, removal, containment, or any other remediation or compliance under any Environmental Law. The Company is not subject to any Order, settlement agreement, or other written agreement by or with any Governmental Entity or third party imposing any material Liability or obligation with respect to any of the foregoing. The Company has not assumed or retained any Liabilities under any applicable Environmental Laws of any other Person, including in any acquisition or divestiture of any property or business.

Section 2.16 Material Contracts.

(a) Material Contracts. For purposes of this Agreement, "**Company Material Contract**" shall mean the following to which the Company is a party or any of its assets are bound (excluding any Leases):

(i) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC), whether or not filed by the Company with the SEC;

(ii) any employment or consulting Contract (in each case with respect to which the Company has continuing obligations as of the date hereof) with any current or former (A) officer of the Company, (B) the Company Manager, or (C) employee or independent contractor providing for an annual base salary or payment in excess of $100,000;

(iii) any Contract providing for indemnification or any guaranty by the Company, in each case that is material to the Company, other than any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business;

(iv) any Contract that purports to limit in any material respect the right of the Company to (A) engage in any line of business, (B) compete with any Person or solicit any client or customer, or (C) operate in any geographical location;

(v) any Contract relating to the disposition or acquisition, directly or indirectly (by merger, sale of stock, sale of assets, or otherwise), by the Company after the date of this Agreement of assets or capital stock or other equity interests of any Person, in each case with a fair market value in excess of $100,000;

(vi) any Contract that grants any right of first refusal, right of first offer, or similar right with respect to any material assets, rights, or properties of the Company;

(vii) any Contract that obligates the Company to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party;

(viii) any partnership, joint venture, or limited liability company agreement, or similar Contract relating to the formation, creation, operation, management, or control of any material joint venture, partnership, or limited liability company;

(ix) any mortgages, indentures, guarantees, loans, or credit agreements, security agreements, or other Contracts, in each case relating to indebtedness for borrowed money, whether as borrower or lender, in each case in excess of $100,000, other than accounts receivables and payables;

(x) any employee collective bargaining agreement or other Contract with any labor union;

(xi) any Company IP Agreement, other than licenses for shrinkwrap, clickwrap, or other similar commercially available off-the-shelf software that has not been modified or customized by a third party for the Company;

(xii) any other Contract under which the Company is obligated to make payment or incur costs in excess of $100,000 in any year and which is not otherwise described in clauses (i)–(xi) above; or

(xiii) any Contract which is not otherwise described in clauses (i)-(xii) above that is material to the Company.

(b) Schedule of Material Contracts; Documents. Section 2.16(b) of the Company Disclosure Letter sets forth a true and complete list as of the date hereof of all Company Material Contracts. The Company has made available to the Parent correct and complete copies of all Company Material Contracts, including any amendments thereto.

(c) No Breach. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (i) all of the Company Material Contracts are legal, valid, and binding on the Company, enforceable against it in accordance with its terms, and is in full force and effect; (ii) neither the Company, nor to the Knowledge of the Company, any third party, has violated any provision of, or failed to perform any obligation required under the provisions of, any Company Material Contract; and (iii) neither the Company, nor to the Knowledge of the Company, any third party, is in breach or default, or has received written notice of breach or default, of any Company Material Contract. No event has occurred that, with notice or lapse of time or both, would constitute such a breach or default pursuant to any Company Material Contract by the Company or, to the Knowledge of the Company, any other party thereto, and, as of the date of this Agreement, the Company has not received written notice of the foregoing from the counterparty to any Company Material Contract (or, to the Knowledge of the Company, any of such counterparty's Affiliates) regarding an intent to terminate, cancel, or modify any Company Material Contract (whether as a result of a change of control or otherwise), in each case, except for such breaches or defaults that have not, individually or in the aggregate, had, and would not reasonably be expected to have, a Company Material Adverse Effect.

Section 2.17 Insurance. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, all insurance policies maintained by the Company are in full force and effect and provide insurance in such amounts and against such risks as the Company reasonably has determined to be prudent, taking into account the industry in which the Company operates, and as is sufficient to comply with applicable Law. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company is not in breach or default, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification of, any of such insurance policies. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect and to the Knowledge of the Company: (i) no insurer of any such policy has been declared insolvent or placed in receivership, conservatorship, or liquidation; and (ii) no notice of cancellation or termination, other than pursuant to the expiration of a term in accordance with the terms thereof, has been received with respect to any such policy.

Section 2.18 Acknowledgment of Restrictions on Transferability. The Company acknowledges and understands that the Parent Shares will not be registered under the Securities Act, and as such, the Parent Shares to be issued shall be restricted securities as defined in Rule 144 promulgated by the SEC under the Securities Act ("**Rule 144**"). Furthermore, the stock certificates or uncertificated book entries that will evidence such shares of the Parent Nonvoting Common Stock will bear the following restrictive legend or one substantially similar thereto:

> The transferability of the securities evidenced hereby is restricted by the provisions of that certain Securities Exchange Agreement, dated June [__], 2024, by and between GBank Financial Holdings Inc. and BankCard Services, LLC and any transfer of such securities in violation of such restrictions is void.

The securities evidenced hereby have not been registered under the Securities Act of 1933, as amended (the "Act"), or qualified under the securities laws of any state. Accordingly, the sale, transfer, pledge, hypothecation, or other disposition of any such securities or any interest therein may not be accomplished except pursuant to an effective registration statement under the Act and qualification under applicable state securities laws, or pursuant to an opinion of counsel, satisfactory in form and substance to GBank Financial Holdings Inc., to the effect that such registration and qualification are not required.

Section 2.19 Exempt Offering. None of the Company or any of its Subsidiaries or, to the Company's Knowledge, any of their respective Affiliates or any Person acting on any of their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would (i) be integrated with the offer and exchange of the Company Shares, and (ii) make unavailable the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Company of the Company Shares as contemplated hereby.

Section 2.20 Independent Investigation. The Company has conducted, together with its financial, legal, and tax advisors, its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Parent, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Parent for such purpose. The Company acknowledges and agrees that (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Company has relied solely upon its own investigation, its own advisors, and the express representations and warranties of the Parent set forth in Article III of this Agreement (including the related portions of the Parent Disclosure Letter), and the Company has not relied upon any representation or warranty as to the Parent other than those set forth in Article III of this Agreement (including the related portions of the Parent Disclosure Letter); and (b) neither the Parent nor any other Person has made any representation or warranty as to the Parent, except as expressly set forth in Article III of this Agreement (including the related portions of the Parent Disclosure Letter).

Section 2.21 Economic Loss and Sophistication. The Company is able to bear the economic risk of losing its entire investment in the Parent Shares. The Company acknowledges that the Parent Shares are not readily marketable. The Company has such knowledge and experience in financial and business matters that the Company is capable of evaluating the risks and merits of the investment in the Parent Shares.

Section 2.22 No Registration of Interests. The Company acknowledges and agrees that, based in part upon its representations contained herein and in reliance upon applicable exemptions, no interest in the Parent Shares to be acquired by the Company has been or will be registered under the Securities Act or the securities laws of any other domestic or foreign jurisdiction. The Company agrees not to offer, sell, pledge or otherwise dispose of all or any portion of the Parent Shares except pursuant to an offering duly registered or qualified under the Securities Act and any applicable state securities Laws, unless (i) in the opinion of counsel for, or counsel satisfactory to, the Parent, the registration or qualification under the Securities Act and any applicable state securities Laws is not required, and (ii) if required, the Company has received any necessary regulatory approvals. The Company understands that Rule 144 may not become available for resales of the Parent Shares.

Section 2.23 Investment Intent. The Company acknowledges that it is acquiring the Parent Shares for its own account for investment, and not with a view to any distribution, resale, subdivision, or fractionalization thereof in violation of the Securities Act or any other applicable domestic or foreign securities Law, and the Company has no present plans to enter into any contract, undertaking, agreement, or arrangement for any such distribution, resale, subdivision, or fractionalization. The Parent Shares are not being acquired, directly or indirectly, as nominee, trustee or representative of or for any other person or persons.

Section 2.24 Performance Guarantee. None of the Parent, any broker or dealer, any of the officers, directors, shareholders, partners, employees or agents of either, or any other persons, whether expressly or by implication, has represented, guaranteed or warranted that (i) the Company will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Parent's activities or the Company's investment in the Parent; or (ii) the past performance or experience of the management of the Parent, or of any other person, does in any way indicate the future results of the ownership of the Parent Shares or of the Parent's activities.

Section 2.25 Reliance. The Company acknowledges that it is not relying on any oral representation of any officer or director of the Parent or any person purported to be acting on behalf of the Parent. The Company is not relying on the Parent with respect to the tax and other economic considerations of an investment in the Parent Shares, and has consulted its own attorney, accountant or investment advisor with respect to an investment in the Parent Shares.

Section 2.26 Speculative Investment. The Company is aware that (i) an investment in the Parent Shares is speculative and involves a high degree of risk, which the Company has carefully considered, (ii) no federal or state agency has passed upon the merits of the sale of the Parent Shares, and (iii) there is expected to be no public market for the Parent Shares and it may not be possible for the Company to liquidate its investment in the Parent Shares. The Company is able to afford a complete loss of the investment.

Section 2.27 Investment Company. Neither the Company nor any of its Subsidiaries is required to be registered as, and is not an Affiliate of, and, to the Company's Knowledge, immediately following the Closing shall not be required to register as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and neither the Company nor any of its Subsidiaries sponsors any person that is such an investment company.

Section 2.28 No General Solicitation or General Advertising. Neither the Company nor, to the Company's Knowledge, any person acting on its behalf has engaged or shall engage in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with any offer or sale of the Company Shares pursuant to this Agreement.

Section 2.29 No Change in Control. Neither the Company nor any of its Subsidiaries is a party to any employment, change in control, severance, or other compensatory agreement or any benefit plan pursuant to which the transactions contemplated by this Agreement would trigger a "change of control" or other similar provision in any of the agreements or plans, which would result in payments to the counterparty or the acceleration of vesting of benefits.

Section 2.30 Anti-Corruption Matters. Since January 1, 2018, none of the Company, the Company Manager, or any of the Company's officers or, to the Knowledge of the Company, any employee or agent of the Company has: (i) used any funds for unlawful contributions, gifts, entertainment, or other unlawful payments relating to an act by any Governmental Entity; (ii) made any unlawful payment to any foreign or domestic government official or employee or to any foreign or domestic political party or campaign or violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iii) made any other unlawful payment under any applicable Law relating to anti-corruption, bribery, or similar matters. To the Knowledge of the Company, no Governmental Entity is investigating, examining, or reviewing the Company's compliance with any applicable provisions of any Law relating to anti-corruption, bribery, or similar matters.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT

Except as set forth in the correspondingly numbered Section of the Parent Disclosure Letter that relates to such Section or in another Section of the Parent Disclosure Letter to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is applicable to such Section, which Parent Disclosure Letter shall be furnished by the Parent to the Company on or before the Closing Date, time being of the essence thereof, the Parent represents and warrants to the Company as follows:

Section 3.01 Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) Organization; Standing and Power. Each of the Parent and its Subsidiaries is a corporation duly organized, validly existing, and in good standing under the Laws of Nevada, and has the requisite corporate power and authority to own, lease, and operate its assets and to carry on its business as now conducted. Each of the Parent and its Subsidiaries is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Charter Documents. The Parent has delivered or made available to the Company a true and correct copy of the Charter Documents of the Parent. The Parent is not in violation of the provisions of its Charter Documents.

(c) Subsidiaries. All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of the Parent have been validly issued and are owned by the Parent, directly or indirectly, free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Liens, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for any Liens: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the Charter Documents of any non-wholly owned Subsidiary of the Parent.

Section 3.02 Capital Structure.

(a) Capital Stock. Section 3.02(a) of the Parent Disclosure Letter sets forth: (i) that 50,000,000 shares of voting common stock, par value $0.0001 per share (the "**Parent Voting Common Stock**") are authorized for issue; (ii) that 30,000,000 shares of Parent Nonvoting Common Stock are authorized for issue; (iii) that 5,000,000 shares of preferred stock, par value $.0001 per share, of the Parent (the "**Parent Preferred Stock**") are authorized for issue; and (iv) as of the close of business on the date immediately preceding the date of this Agreement, (x) the number of shares of the Parent Common Stock that were issued and outstanding (not including shares held in treasury), and (y) the number of shares of the Parent Common Stock that were issued and held by the Parent in its treasury. There are no shares of the Parent Preferred Stock that are issued and outstanding or held by the Parent in its treasury. No Subsidiary of the Parent owns any shares of the Parent Common Stock.

(b) Stock Awards. Section 3.02(b)(i) of the Parent Disclosure Letter sets forth, as of the close of business on the date immediately preceding the date of this Agreement, the aggregate number of shares of the Parent Common Stock that were: (A) reserved for issuance pursuant to the Parent Equity Awards not yet granted under the Parent Stock Plans; (B) reserved for issuance pursuant to outstanding the Parent Stock Options; and (C) issued and outstanding Parent Restricted Shares.

(c) Other than the Parent Equity Awards, as of the date hereof, there are no outstanding (A) securities of the Parent or any of its Subsidiaries convertible into or exchangeable for the Parent Voting Debt or shares of capital stock of the Parent, (B) options, warrants, or other agreements or commitments to acquire from the Parent or any of its Subsidiaries, or obligations of the Parent or any of its Subsidiaries to issue, any Parent Voting Debt or shares of capital stock of (or securities convertible into or exchangeable for shares of capital stock of) the Parent, or (C) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock, or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock of the Parent, in each case that have been issued by the Parent or its Subsidiaries (the items in clauses (A), (B), and (C), together with the capital stock of Parent, being referred to collectively as "**Parent Securities**"). All outstanding shares of the Parent Common Stock, all outstanding Parent Equity Awards, and all outstanding shares of capital stock, voting securities, or other ownership interests in any Subsidiary of the Parent, have been issued or granted, as applicable, in compliance in all material respects with all applicable securities Laws.

(d) As of the date hereof, there are no outstanding Contracts requiring the Parent or any of its Subsidiaries to repurchase, redeem, or otherwise acquire any Parent Securities or Parent Subsidiary Securities. Neither the Parent nor any of its Subsidiaries is a party to any voting agreement with respect to any Parent Securities or the Parent Subsidiary Securities.

(e) Voting Debt. No bonds, debentures, notes, or other indebtedness issued by the Parent or any of its Subsidiaries: (i) having the right to vote on any matters on which stockholders or equityholders of the Parent or any of its Subsidiaries may vote (or which is convertible into, or exchangeable for, securities having such right); or (ii) the value of which is directly based upon or derived from the capital stock, voting securities, or other ownership interests of the Parent or any of its Subsidiaries (collectively, "**Parent Voting Debt**"), are issued or outstanding.

(f) Parent Subsidiary Securities. As of the date hereof, there are no outstanding: (i) securities of the Parent or any of its Subsidiaries convertible into or exchangeable for the Parent Voting Debt, capital stock, voting securities, or other ownership interests in any Subsidiary of the Parent; (ii) options, warrants, or other agreements or commitments to acquire from the Parent or any of its Subsidiaries, or obligations of the Parent or any of its Subsidiaries to issue, any Parent Voting Debt, capital stock, voting securities, or other ownership interests in (or securities convertible into or exchangeable for capital stock, voting securities, or other ownership interests in) any Subsidiary of the Parent; or (iii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock, or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or other ownership interests in, any Subsidiary of the Parent, in each case that have been issued by a Subsidiary of the Parent (the items in clauses (i), (ii), and (iii), together with the capital stock, voting securities, or other ownership interests of such Subsidiaries, being referred to collectively as "**Parent Subsidiary Securities**").

Section 3.03 Valid Issuance; Bad Actor.

(a) Valid Issuance. The Parent Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, shall be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement and applicable state and federal securities Laws. Assuming the accuracy of the representations of the Company in Article II of this Agreement and subject to the filings described in Section 3.04(c) below, the Parent Shares shall be issued in compliance with all applicable state and federal securities Laws.

(b) Bad Actor. The Parent has exercised reasonable care, in accordance with the rules and guidance of the SEC, and has conducted a factual inquiry including the procurement of relevant questionnaires from each Covered Person or other means, the nature and scope of which reflect reasonable care under the relevant facts and circumstances, to determine whether any Covered Person is subject to any Disqualification Events. To the Parent's Knowledge, no Covered Person is subject to a Disqualification Event.

Section 3.04 Authority; Non-Contravention; Governmental Consents; Board Approval.

(a) Authority. The Parent has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Parent and the consummation by the Parent of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Parent and no other corporate proceedings on the part of the Parent are necessary to authorize the execution and delivery of this Agreement or to consummate the Exchange, the Parent Stock Issuance, and the other transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Parent and, assuming due execution and delivery by the Company, constitutes the legal, valid, and binding obligation of the Parent, enforceable against the Parent in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Non-Contravention. The execution, delivery, and performance of this Agreement by the Parent and the consummation by the Parent of the transactions contemplated by this Agreement do not and will not: (i) contravene or conflict with, or result in any violation or breach of, the Charter Documents of the Parent; (ii) conflict with or violate any Law applicable to the Parent or any of its properties or assets; (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the Parent's or any of its Subsidiaries' loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights or obligations of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under, any Contract to which the Parent or any of its Subsidiaries is a party or otherwise bound as of the date hereof; or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of the Parent or any of its Subsidiaries, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Liens that, or where the failure to obtain any Consents, in each case, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Governmental Consents. Except as described in Section 3.04(c) of the Parent Disclosure Letter, no Consent of any Governmental Entity is required to be obtained or made by the Parent in connection with the execution, delivery, and performance by the Parent of this Agreement or the consummation by the Parent of the Exchange, the Parent Stock Issuance, and the other transactions contemplated hereby, except for (i) applicable requirements, filings and fees, if any, of the Securities Act, the Exchange Act, or applicable state securities or "blue sky" Laws of the states of the United States, including, without limitation, the filing of a Notice of Exempt Offering of Securities on Form D with the SEC under Regulation D of the Securities Act or (ii) such other Consents which if not obtained or made would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) Board Approval. The Parent Board, acting by resolutions duly adopted by unanimous written consent of the disinterested members of the Parent Board, duly executed in accordance with Section 78.315(2)(a) of the Nevada Revised Statutes and not subsequently rescinded or modified in any way, has (A) determined that this Agreement and the transactions contemplated hereby, including the Exchange, and the Parent Stock Issuance, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Parent and the Parent's stockholders, and (B) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Exchange and the Parent Stock Issuance, upon the terms and subject to the conditions set forth herein.

Section 3.05 Financial Statements; Undisclosed Liabilities; Off-Balance Sheet Arrangements.

(a) Financial Statements. The Parent has delivered or made available to the Company complete and accurate copies of its audited consolidated financial statements for the years ended December 31, 2023, 2022, and 2021 and its unaudited consolidated financial statements for the three-month period ended March 31, 2024. Each of such financial statements (including, in each case, any notes and schedules thereto): (i) was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto); and (ii) fairly presented in all material respects the financial position and the results of operations and cash flows of the Company as of the respective dates of and for the respective periods referred to in such financial statements.

(b) Undisclosed Liabilities. The unaudited balance sheet of the Parent dated as of March 31, 2024 contained in the financial statements furnished by the Parent to the Company is hereinafter referred to as the "**Parent Balance Sheet**." Neither the Parent nor any of its Subsidiaries has any Liabilities other than Liabilities that: (i) are reflected or reserved against in the Parent Balance Sheet (including in the notes thereto); (ii) were incurred since the date of the Parent Balance Sheet in the ordinary course of business consistent with past practice; (iii) are incurred in connection with the transactions contemplated by this Agreement; or (iv) would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Accounting, Securities, or Other Related Complaints or Reports. The Parent maintains accurate books and records reflecting its and its Subsidiaries' assets and liabilities in all material respects and, for companies of its respective size and scope, maintains proper and adequate internal accounting controls. The financial books and records of the Parent accurately reflect, in all material respects, on a basis consistent with past periods and throughout the periods involved, all transactions of the Parent and its Subsidiaries, including all Related Party Transactions. The Parent has not received any written complaint, allegation, assertion, or claim regarding the financial accounting or internal accounting controls of the Parent or any written complaint, allegation, assertion, or claim from officers or employees of the Parent regarding questionable financial accounting with respect to the Parent. No attorney representing the Parent, whether or not employed by the Parent, has reported credible evidence of any material violation of securities Laws, breach of fiduciary duty, fraud, or similar material violation by the Parent, or any officers or agents of agents of the Parent.

Section 3.06 Absence of Certain Changes or Events. Since the date of the Parent Balance Sheet, except in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the business of the Parent and each of its Subsidiaries has been conducted in all material respects in the ordinary course of business consistent with past practice and the Parent has not taken any action to do or cause any of the following:

(a) any event, condition, change, or effect that could reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect;

(b) amend or propose to amend its Charter Documents;

(c) (i) split, combine, or reclassify any equity interests, (ii) repurchase, redeem, or otherwise acquire, or offer to repurchase, redeem, or otherwise acquire, any shares of the Parent Common Stock, or (iii) declare, set aside, or pay any dividend or distribution (whether in cash, stock, property, or otherwise) in respect of, or enter into any Contract with respect to the voting of, any shares of the Parent Common Stock;

(d) issue, grant, sell, pledge, dispose of, or encumber any shares of the Parent Common Stock or any options, warrants or other rights to acquire shares of the Parent Common Stock or securities convertible into or exchangeable for shares of the Parent Common Stock;

(e) acquire, by merger, consolidation, acquisition of stock or assets, or otherwise, any business or Person or division thereof or make any loans, advances, or capital contributions to or investments in any Person in excess of $100,000 in the aggregate;

(f) repurchase, prepay, or incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or options, warrants, calls, or other rights to acquire any debt securities of the Parent, guarantee any debt securities of another Person, enter into any "keep well" or other Contract to maintain any financial statement condition of any other Person or enter into any arrangement having the economic effect of any of the foregoing, other than in connection with the financing of ordinary course trade payables consistent with past practice;

(g) enter into or amend or modify in any material respect, or consent to the termination of (other than at its stated expiry date), any material contracts or any Lease with respect to material Real Estate or any other Contract or Lease that, if in effect as of the date hereof, would constitute a material contract or Lease with respect to material Real Estate hereunder;

(h) institute, settle, or compromise any Legal Action involving the payment of monetary damages by the Parent or any of its Subsidiaries of an amount exceeding $200,000 in the aggregate, other than the settlement of claims, liabilities, or obligations reserved against on the Parent Balance Sheet; *provided, that* the Parent shall not settle or agree to settle any Legal Action in which settlement involves a conduct remedy or injunctive or similar relief by the Parent or has a restrictive impact on the Parent's business;

(i) make any material change in any method of financial accounting principles or practices, in each case except for any such change required by applicable Law;

(j) (i) settle or compromise any material Tax claim, audit, or assessment for an amount materially in excess of the amount reserved or accrued on the Parent Balance Sheet, (ii) make or change any material Tax election, change any annual Tax accounting period, or adopt or change any method of Tax accounting, (iii) amend any material Tax Returns or file claims for material Tax refunds, or (iv) enter into any material closing agreement, surrender in writing any right to claim a material Tax refund, offset or other reduction in Tax liability or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Parent;

(k) enter into any material agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance;

(l) terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(m) engage in any transaction with, or enter into any agreement, arrangement or understanding with, any Affiliate of the Company or other Person covered by Item 404 of Regulation S-K promulgated by the SEC that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC, if the Company were subject thereto;

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

(o) agree or commit to do any of the foregoing.

Section 3.07 Compliance; Permits.

(a) Compliance. The Parent is, and since January 1, 2018 has been, in material compliance with all Laws or Orders applicable to the Parent or by which the Parent or its business or properties is bound. Since January 1, 2018, no Governmental Entity has issued any notice or notification stating that the Parent or any of its Subsidiaries is not in compliance with any Law in any material respect. To the Parent's Knowledge, since January 1, 2018, no investigation or inquiry (other than ordinary course reviews) is currently being or has been conducted or threatened by any Governmental Entity with respect to the Parent or any of its Subsidiaries. Neither the Parent nor any of its Subsidiaries, nor to the Parent's Knowledge, any of its or any of its Subsidiaries' executive officers or directors: (A) has ever been charged with, indicted for or convicted of any felony or any crime involving fraud, misrepresentation or insider trading, or (B) is subject to any outstanding order barring, suspending or otherwise materially limiting the right of any such individual to engage in any activity conducted as part of the business of the Parent as currently conducted.

(b) Permits. The Parent holds, to the extent necessary to operate its business as it is being operated as of the date hereof, all Permits, except for any Permits which the failure to obtain or hold would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. No suspension, cancellation, non-renewal, or adverse modifications of any Permits of the Parent is pending or, to the Knowledge of the Parent, threatened, except for any such suspension, cancellation, non-renewal or adverse modification that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. The Parent is and, since January 1, 2018, has been in compliance with the terms of all Permits, except where the failure to be in such compliance would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 3.08 Litigation. There is no Legal Action pending, or to the Knowledge of the Parent, threatened against the Parent or any of its Subsidiaries or any of their respective properties or assets or, to the Knowledge of the Parent, any officer or director of the Parent or any of its Subsidiaries in their capacities as such other than any such Legal Action that: (a) does not involve an amount that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; and (b) does not seek material injunctive or other material non-monetary relief. None of the Parent or any of its Subsidiaries or any of their respective properties or assets is subject to any Order which would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. To the Knowledge of the Parent, there are no SEC inquiries or investigations, other governmental inquiries or investigations, or internal investigations pending or, to the Knowledge of the Parent, threatened, in each case regarding any accounting practices of the Parent or any of its Subsidiaries or any malfeasance by any officer or director of the Parent or any of its Subsidiaries.

Section 3.09 Insurance. Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, all insurance policies maintained by the Parent are in full force and effect and provide insurance in such amounts and against such risks as the Parent reasonably has determined to be prudent, taking into account the industry in which the Parent operates, and as is sufficient to comply with applicable Law. Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, the Parent is not in breach or default, and neither the Parent nor any of its Subsidiaries has taken any action or failed to take any action which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification of, any of such insurance policies. Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect and to the Knowledge of the Parent: (i) no insurer of any such policy has been declared insolvent or placed in receivership, conservatorship, or liquidation; and (ii) no notice of cancellation or termination, other than pursuant to the expiration of a term in accordance with the terms thereof, has been received with respect to any such policy.

Section 3.10 Acknowledgment of Restrictions on Transferability. The Parent acknowledges and understands that the Company Shares will not be registered under the Securities Act, and as such, the Company Shares to be issued shall be restricted securities as defined in Rule 144. Furthermore, the uncertificated book entries that will evidence the Company Shares will include the following restrictive notation or one substantially similar thereto:

> The securities evidenced hereby have not been registered under the Securities Act of 1933, as amended (the "Act") or qualified under the securities laws of any state. Accordingly, the sale, transfer, pledge, hypothecation, or other disposition of any such securities or any interest therein may not be accomplished except pursuant to an effective registration statement under the Act and qualification under applicable state securities laws, or pursuant to an opinion of counsel, satisfactory in form and substance to BankCard Services, LLC, to the effect that such registration and qualification are not required.

Section 3.11 Exempt Offering. None of the Parent or any of its Subsidiaries or, to the Parent's Knowledge, any of their respective Affiliates or any Person acting on any of their behalf has, directly or indirectly, made any offers or sales of any Parent security or solicited any offers to buy any security under circumstances that would (i) be integrated with the offer and exchange of the Parent Shares, and (ii) make unavailable the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Parent of the Parent Shares as contemplated hereby.

Section 3.12 Independent Investigation. The Parent has conducted, together with its financial, legal, and tax advisors, its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Company for such purpose. The Parent acknowledges and agrees that (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Parent has relied solely upon its own investigation, its own advisors, and the express representations and warranties of the Company set forth in Article II of this Agreement (including the related portions of the Company Disclosure Letter), and the Parent has not relied upon any representation or warranty as to the Company other than those set forth in Article II of this Agreement (including the related portions of the Company Disclosure Letter); and (b) neither the Company nor any other Person has made any representation or warranty as to the Company or this Agreement, except as expressly set forth in Article II of this Agreement (including the related portions of the Company Disclosure Letter).

Section 3.13 Institutional Accredited Investor. The Parent is (i) an institutional "accredited investor" as such term is defined in Rule 501(a) promulgated by the SEC under the Securities Act and as contemplated by subsections (1), (2), (3), (7) and (8) of Rule 501(a) promulgated by the SEC under the Securities Act, and has no less than $5,000,000 in total assets.

Section 3.14 Economic Loss and Sophistication. The Parent is able to bear the economic risk of losing its entire investment in the Company Shares. The Parent acknowledges that the Company Shares are not readily marketable. The Parent has such knowledge and experience in financial and business matters that the Parent is capable of evaluating the risks and merits of the investment and the risks and merits of the Company Shares.

Section 3.15 No Registration of Interests. The Parent acknowledges and agrees that, based in part upon its representations contained herein and in reliance upon applicable exemptions, no interest in the Company Shares to be acquired by the Parent has been or will be registered under the Securities Act or the securities laws of any other domestic or foreign jurisdiction. The Parent agrees not to offer, sell, pledge or otherwise dispose of all or any portion of the Company Shares except pursuant to an offering duly registered or qualified under the Securities Act and any applicable state securities Laws, unless (i) in the opinion of counsel for, or counsel satisfactory to, the Company, the registration or qualification under the Securities Act and any applicable state securities Laws is not required and, (ii) if required, the Parent has received any necessary regulatory approvals. The Parent understands that Rule 144 may not become available for resales of the Company Shares.

Section 3.16 Investment Intent. The Parent acknowledges that it is acquiring the Company Shares for its own account for investment, and not with a view to any distribution, resale, subdivision, or fractionalization thereof in violation of the Securities Act or any other applicable domestic or foreign securities Law, and the Parent has no present plans to enter into any contract, undertaking, agreement, or arrangement for any such distribution, resale, subdivision, or fractionalization. The Company Shares are not being acquired, directly or indirectly, as nominee, trustee or representative of or for any other person or persons.

Section 3.17 Performance Guarantee. None of the Company, any broker or dealer, any of the officers, directors, managers, shareholders, partners, employees or agents of either, or any other persons, whether expressly or by implication, has represented, guaranteed or warranted that (i) the Parent will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Company's activities or the Parent's investment in the Company; or (ii) the past performance or experience of the management of the Company, or of any other person, will in any way indicate the future results of the ownership of the Company Shares or of the Company's activities.

Section 3.18 Reliance. The Parent acknowledges that it is not relying on any oral representation of any officer or manager of the Company or any person purported to be acting on behalf of the Company. The Parent is not relying on the Company with respect to the tax and other economic considerations of an investment in the Company Shares and has consulted its own attorney, accountant or investment advisor with respect to an investment in the Company Shares.

Section 3.19 Speculative Investment. The Parent is aware that (i) an investment in the Company Shares is speculative and involves a high degree of risk, which the Parent has carefully considered, (ii) no federal or state agency has passed upon the merits of the sale of the Company Shares, and (iii) there is expected to be no public market for the Company Shares and it may not be possible for the Parent to liquidate its investment in the Company Shares. The Parent is able to afford a complete loss of the investment.

Section 3.20 Investment Company. Neither the Parent nor any of its Subsidiaries is required to be registered as, and is not an Affiliate of, and, to the Parent's Knowledge, immediately following the Closing shall not be required to register as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and neither the Parent nor any of its Subsidiaries sponsors any person that is such an investment company.

Section 3.21 No General Solicitation or General Advertising. Neither the Parent nor, to the Parent's Knowledge, any person acting on its behalf has engaged or shall engage in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with any offer or sale of the Parent Shares pursuant to this Agreement.

ARTICLE IV
COVENANTS

Section 4.01 Access to Information; Confidentiality.

(a) Access to Information. Each party shall afford to the other party and its agents and representatives reasonable access, at reasonable times and in a manner as shall not unreasonably interfere with its business or operations, to its officers, managers, employees, accountants, agents, properties, offices, and other facilities and to all of its books, records, contracts, and other assets, and shall furnish promptly to the other party such other information concerning its business and properties as the other party may reasonably request from time to time. A party shall not be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege or contravene any Law (it being agreed that the parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention). No investigation shall affect a party's representations, warranties, covenants, or agreements contained herein, or limit or otherwise affect the remedies available to a party pursuant to this Agreement.

(b) Confidentiality. The parties hereby agree that all information provided to the other party or the other party's agents and representatives in connection with this Agreement and the consummation of the transactions contemplated hereby, including any information obtained pursuant to Section 4.01(a), shall be treated in accordance with the Mutual Non-Disclosure Agreement, dated October 31, 2023, between the Parent and the Company (the "**Confidentiality Agreement**"). The Parent and the Company shall comply with, and shall cause their respective agents and representatives to comply with, all of their respective obligations under the Confidentiality Agreement, which shall survive the termination of this Agreement in accordance with the terms set forth therein.

Section 4.02 Reasonable Best Efforts. Upon the terms and subject to the conditions set forth in this Agreement, each of the Company and the Parent shall, and shall cause any of its Subsidiaries to, use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper, or advisable to consummate and make effective, and to obtain all required Consents of Governmental Entities with respect to, the Exchange and the other transactions contemplated by this Agreement, including: (i) the obtaining of all necessary Permits, waivers, and actions from Governmental Entities and the making of all necessary registrations, filings, and notifications (including filings with Governmental Entities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entities; (ii) the obtaining of all necessary consents or waivers from third parties; and (iii) the execution and delivery of any additional instruments necessary to consummate the Exchange and to fully carry out the purposes of this Agreement. The Company and the Parent shall, subject to applicable Law, promptly: (A) cooperate and coordinate with the other in the taking of the actions contemplated by clauses(i), (ii), and (iii) immediately above; and (B) supply the other with any information that may be reasonably required in order to effectuate the taking of such actions. Each party hereto shall promptly inform the other party hereto, as the case may be, of any communication from any Governmental Entity regarding any of the transactions contemplated by this Agreement. If the Company, on the one hand, or the Parent, on the other hand, receives a request for additional information or documentary material from any Governmental Entity with respect to the transactions contemplated by this Agreement, then it shall use reasonable best efforts to make, or cause to be made, as soon as reasonably practicable and, subject to applicable Law, after consultation with the other party, an appropriate response in compliance with such request, and, if permitted by applicable Law and by any applicable Governmental Entity, provide the other party's counsel with advance notice and the opportunity to attend and participate in any meeting with any Governmental Entity in respect of any filing made thereto in connection with the transactions contemplated by this Agreement.

Section 4.03 Public Announcements. The initial press release with respect to this Agreement and the transactions contemplated hereby shall be a release mutually agreed to by the Company and the Parent. Thereafter, each of the Company and the Parent agrees that no public release, statement, announcement, or other disclosure concerning the Exchange and the other transactions contemplated hereby shall be issued by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed), except as may be required by: (a) applicable Law, (b) court process, (c) the rules or regulations of any applicable United States securities exchange, or (d) any Governmental Entity to which the relevant party is subject or submits; provided, in each such case, that the party making the release, statement, announcement, or other disclosure shall use its reasonable best efforts to allow the other party reasonable time to comment on such release, statement, announcement, or other disclosure in advance of such issuance. Notwithstanding the foregoing, the restrictions set forth in this Section 4.03 shall not apply to any release, statement, announcement, or other disclosure made with respect to the Exchange and the other transactions contemplated hereby that is substantially similar (and identical in any material respect) to those in a previous release, statement, announcement, or other disclosure made by the Company or the Parent in accordance with this Section 4.03.

Section 4.04 Certain Tax Matters. Each of the Company and the Parent shall use its reasonable best efforts to cause the Exchange to qualify, and not take or fail to take any action which action (or failure to act) would reasonably be expected to prevent or impede either the Parent Stock Issuance or the Company Share Issuance from being treated in accordance with Section 1032 of the Code, unless otherwise required pursuant to applicable Law.

Section 4.05 Form D and Blue Sky. Each of the Company and the Parent agrees to timely file a Form D with respect to the Company Shares and the Parent Shares, respectively, as required under Regulation D and make all filings and reports relating to the offer and sale of their respective shares required under applicable securities or Blue Sky Laws of the states of the United States following the Closing.

Section 4.06 No Integration. The Company and the Parent shall not, and shall each use its reasonable best efforts to ensure that none of their respective Affiliates shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any "security" (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Shares in a manner that would require the registration of the Shares under the Securities Act.

Section 4.07 Further Assurances. At and after the Closing Date, the officers, directors and managers of each party shall be authorized to execute, deliver, acknowledge and record, in the name and on behalf of such party, any certificates, stock powers, or assurances and to take and do, in the name and on behalf of such party, any other actions and things to vest, perfect, or confirm of record the transfer of the Parent Shares to the Company and the Company Shares to the Parent.

Section 4.08 Conversion of Parent Shares. Subject to the restrictions contained in Sections 2.18 and 2.22 of this Agreement, upon the occurrence of a Permitted Outside Transfer of the Parent Shares, the Parent shall use commercially reasonable efforts to promptly take all necessary steps to convert and replace such Parent Shares with an equal number of shares of Parent Voting Common Stock; *provided*, *however*, that if the receipt of prior regulatory approval would be required in connection with such Permitted Outside Transfer or the conversion of Parent Shares into Parent Voting Common Stock, then such prior regulatory approvals must be obtained before the Parent will effectuate any conversion of Parent Shares into Parent Voting Common Stock. For the avoidance of doubt, and subject to the restrictions contained in Sections 2.18 and 2.22 of this Agreement, this Section 4.08 shall not prohibit the transfer of Parent Shares if such transfer of Parent Shares is not a Permitted Outside Transfer; *provided*, that such Parent Shares to be transferred in a manner that is not a Permitted Outside Transfer shall not be converted into shares of Parent Voting Common Stock upon such transfer.

ARTICLE V
MISCELLANEOUS

Section 5.01 Definitions. For purposes of this Agreement, the following terms will have the following meanings when used herein with initial capital letters:

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person. For the purposes of this definition, "control" (including, the terms "controlling," "controlled by," and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract, or otherwise.

"**Agreement**" has the meaning set forth in the Preamble.

"**Bank Board**" has the meaning set forth in the Recitals.

"**Business Day**" means any day, other than Saturday, Sunday, or any day on which the Bank is authorized or required by Law or other governmental action to close.

"**Charter Documents**" means the following documents, all as amended and as in force and effect as of the date of this Agreement: (a) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof; (b) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement, as applicable, thereof; (c) with respect to a partnership, the certificate of formation and the partnership agreement; and (d) with respect to any other Person, the organizational, constituent and/or governing documents and/or instruments of such Person.

"**Closing**" has the meaning set forth in Section 1.03.

"**Closing Company Deliverables**" has the meaning set forth in Section 1.03(a).

"**Closing Date**" has the meaning set forth in Section 1.03.

"**Closing Parent Deliverables**" has the meaning set forth in Section 1.03(b).

"**Code**" has the meaning set forth in the Recitals.

"**Common Shares**" has the meaning set forth in the TAROA, a true and correct copy of which has been delivered or made available to the Parent.

"**Company**" has the meaning set forth in the Preamble.

"**Company Balance Sheet**" has the meaning set forth in Section 2.05(b).

"**Company Disclosure Letter**" means the disclosure letter to be delivered by the Company to the Parent on or before the Closing Date.

"**Company IP**" has the meaning set forth in Section 2.08(b).

"**Company IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions, and other Contracts, whether written or oral, relating to Intellectual Property and to which the Company or any of its Subsidiaries is a party, beneficiary, or otherwise bound.

"**Company IT Systems**" means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used (including through cloudbased or other third-party service providers) by the Company or any of its Subsidiaries.

"**Company Manager**" has the meaning set forth in the Recitals.

"**Company Material Adverse Effect**" means any event, circumstance, development, occurrence, fact, condition, effect, or change (each, an "**Effect**") that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of the Company; or (b) the ability of the Company to timely perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis; *provided, however,* that, for the purposes of clause (a), a Company Material Adverse Effect shall not be deemed to include any Effect (alone or in combination) arising out of, relating to, or resulting from: (i) changes generally affecting the economy, financial or securities markets, or political conditions; (ii) the execution and delivery of this Agreement or consummation of the transactions contemplated by this Agreement, including the impact thereof on relationships, contractual or otherwise, of the Company with employees, suppliers, customers, Governmental Entities, or other third Persons (it being understood and agreed that this clause shall not apply with respect to any representation or warranty that is intended to address the consequences of the execution and delivery of this Agreement); (iii) any changes in applicable Law or applicable accounting standards, including interpretations thereof, (iv) acts of war, sabotage, or terrorism, or military actions, or the escalation thereof; (v) natural disasters, or weather conditions, epidemics, pandemics, or disease outbreaks as declared by the Health and Human Services Secretary of the United States; (vi) general conditions in the industry in which the Company operates; (vii) any failure, in and of itself, by the Company to meet any internal or published projections, forecasts, estimates, or predictions in respect of revenues, earnings, or other financial or operating metrics for any period (it being understood that any Effect underlying such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Company Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by another clause of this proviso); or (viii) actions taken as required or specifically permitted by the Agreement or actions or omissions taken with the Parent's consent; *provided further*, *however*, that any Effect referred to in clauses (i), (iii), (iv), (v), or (vi) immediately above shall be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur if it has a disproportionate effect on the Company, compared to other participants in the industries in which the Company conducts its business (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Company Material Adverse Effect has occurred).

"**Company Material Contract**" has the meaning set forth in Section 2.16(a).

"**Company Nonvoting Common Shares**" means the Nonvoting Common Shares as defined in the TAROA.

"**Company-Owned IP**" means all Intellectual Property owned by the Company or any of its Subsidiaries.

"**Company Shares**" has the meaning set forth in Section 1.01(a).

"**Company Share Issuance**" means the issuance by the Company of the Company Shares to the Parent.

"**Confidentiality Agreement**" has the meaning set forth in Section 4.01(b).

"**Consent**" has the meaning set forth in Section 2.04(c).

"**Contracts**" means any contracts, agreements, licenses, notes, bonds, mortgages, indentures, leases, or other binding instruments or binding commitments, whether written or oral.

"**Covered Persons**" has the meaning set forth in Section 2.03(b).

"**Disqualification Events**" has the meaning set forth in Section 2.03(b).

"**Effect**" has the meaning set forth in the definition of "Company Material Adverse Effect."

"**Environmental Laws**" means any applicable Law, and any Order or binding agreement with any Governmental Entity: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Exchange**" has the meaning set forth in the Recitals.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exchange Consideration**" has the meaning set forth in Section 1.01(b).

"**GAAP**" has the meaning set forth in Section 2.05(a).

"**Governmental Entity**" has the meaning set forth in Section 2.04(c).

"**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"**Intellectual Property**" means any and all of the following arising pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source or origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights.

"**Joint Special Committee**" has the meaning set forth in the Recitals.

"**Knowledge**" means: (a) with respect to the Company and its Subsidiaries, the actual knowledge of each of the individuals listed in Section 5.01 of the Company Disclosure Letter; and (b) with respect to the Parent and its Subsidiaries, the actual knowledge of each of the individuals listed in Section 5.01 of the Parent Disclosure Letter, in each case, after due inquiry.

"**Laws**" means any federal, state, local, municipal, foreign, multi-national or other laws, common law, statutes, constitutions, ordinances, rules, regulations, codes, Orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Entity.

"**Lease**" means all leases, subleases, licenses, concessions, and other agreements (written or oral) under which the Company or any of its Subsidiaries holds any Leased Real Estate, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company or any of its Subsidiaries thereunder.

"**Leased Real Estate**" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by the Company or any of its Subsidiaries.

"**Legal Action**" means any legal, administrative, arbitral, or other proceedings, suits, actions, investigations, examinations, claims, audits, hearings, charges, complaints, indictments, litigations, or examinations.

"**Liability**" means any liability, indebtedness, or obligation of any kind (whether accrued, absolute, contingent, matured, unmatured, determined, determinable, or otherwise, and whether or not required to be recorded or reflected on a balance sheet under GAAP).

"**Liens**" means, with respect to any property or asset, all pledges, liens, mortgages, charges, encumbrances, hypothecations, options, rights of first refusal, rights of first offer, and security interests of any kind or nature whatsoever.

"**Member**" and "**Members**" have the meanings respectively set forth in the Recitals.

"**Membership Interests**" has the meaning set forth in the Recitals and refers to the Common Shares, Series A Preferred Shares and Series B Preferred Shares, but does not include the Profits Interests Shares.

"**NLLCA**" means the Nevada Revised Statutes Chapter 86 *et seq.* (the "**NLLCA**").

"**Order**" has the meaning set forth in Section 2.10.

"**Other Governmental Approvals**" has the meaning set forth in Section 2.04(c).

"**Parent**" has the meaning set forth in the Preamble.

"**Parent Balance Sheet**" has the meaning set forth in Section 3.05(b).

"**Parent Board**" has the meaning set forth in the Recitals.

"**Parent Common Stock**" means the Parent Voting Common Stock and the Parent Nonvoting Common Stock.

"**Parent Disclosure Letter**" means the disclosure letter with respect to the Parent to be delivered by the Parent to the Company on or before the Closing Date.

"**Parent Equity Award**" means a Parent Stock Option or a Parent Restricted Share, as the case may be.

"**Parent Material Adverse Effect**" means any Effect that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of the Parent and its Subsidiaries, taken as a whole; or (b) the ability of the Parent to timely perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis; *provided, however,* that, for the purposes of clause (a), a Parent Material Adverse Effect shall not be deemed to include any Effect (alone or in combination) arising out of, relating to, or resulting from: (i) changes generally affecting the economy, financial or securities markets, or political conditions; (ii) the execution and delivery of this Agreement or consummation of the transactions contemplated by this Agreement, including the impact thereof on relationships, contractual or otherwise, of the Parent and its Subsidiaries with employees, suppliers, customers, Governmental Entities, or other third Persons (it being understood and agreed that this clause shall not apply with respect to any representation or warranty that is intended to address the consequences of the execution and delivery of this Agreement); (iii) any changes in applicable Law or GAAP or other applicable accounting standards, including interpretations thereof, (iv) acts of war, sabotage, or terrorism, or military actions, or the escalation thereof; (v) natural disasters, or weather conditions, epidemics, pandemics, or disease outbreaks as declared by the Health and Human Services Secretary of the United States; (vi) general conditions in the industry in which the Parent and its Subsidiaries operate; (vii) any failure, in and of itself, by the Parent to meet any internal or published projections, forecasts, estimates, or predictions in respect of revenues, earnings, or other financial or operating metrics for any period (it being understood that any Effect underlying such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Parent Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by another clause of this proviso); (viii) any change, in and of itself, in the market price or trading volume of Parent's securities (it being understood that any Effect underlying such change may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Parent Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by another clause of this proviso); or (ix) actions taken as required or specifically permitted by the Agreement or actions or omissions taken with the Company's consent; *provided further*, *however*, that any Effect referred to in clauses (i), (iii), (iv), (v), or (vi) immediately above shall be taken into account in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur if it has a disproportionate effect on the Parent and its Subsidiaries, taken as a whole, compared to other participants in the industries in which the Parent and its Subsidiaries conduct their businesses (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Parent Material Adverse Effect has occurred).

"**Parent Nonvoting Common Stock**" has the meaning set forth in the Recitals.

"**Parent Preferred Stock**" has the meaning set forth in Section 3.02(a).

"**Parent Restricted Share**" means any Parent Common Stock subject to vesting, repurchase, or other lapse of restrictions granted under any Parent Stock Plan.

"**Parent Securities**" has the meaning set forth in Section 3.02(c).

"**Parent Shares**" has the meaning set forth in Section 1.01(b).

"**Parent Stock Issuance**" means the issuance by the Parent of the Parent Shares to the Company.

"**Parent Stock Option**" means any option to purchase the Parent Common Stock granted under any Parent Stock Plan.

"**Parent Stock Plans**" means the following plans, in each case as amended: (a) that certain 2007 Long-Term Stock Option Plan, which although no longer authorized for the new issuance of the Parent Stock Options, has outstanding certain duly authorized Parent Stock Options which have not, as-yet, been exercised for the acquisition of the Parent Common Stock; and (ii) that certain 2016 Equity Incentive Plan.

"**Parent Subsidiary Securities**" has the meaning set forth in Section 3.02(f).

"**Parent Voting Common Stock**" has the meaning set forth in Section 3.02(a).

"**Parent Voting Debt**" has the meaning set forth in Section 3.02(e).

"**Parties**" or "**parties**" shall mean the Parent and the Company.

"**Permits**" has the meaning set forth in Section 2.09(b).

"**Permitted Liens**" means: (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (b) mechanics', carriers', workers', repairers', and similar statutory Liens arising or incurred in the ordinary course of business for amounts which are not delinquent or which are being contested by appropriate proceedings (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (c) zoning, entitlement, building, and other land use regulations imposed by Governmental Entities having jurisdiction over such Person's owned or leased real property, which are not violated by the current use and operation of such real property; (d) covenants, conditions, restrictions, easements, and other similar non-monetary matters of record affecting title to such Person's owned or leased real property, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person's businesses; (e) any right of way or easement related to public roads and highways, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person's businesses; (f) any non-exclusive license to any Intellectual Property entered into in the ordinary course; and (g) Liens arising under workers' compensation, unemployment insurance, social security, retirement, and similar legislation.

"**Permitted Outside Transfer**" means any transfer of the Parent Shares by a holder (i) in a widespread public distribution; (ii) to the Parent; (iii) in a private sale or transfer (including, without limitation, a distribution (x) by a partnership to a partner or former partner, (y) by a limited liability company to a member or former member or (z) by a corporation to a shareholder or former shareholder) in which the relevant transferee (together with its Affiliates and other transferees acting in concert with it) would receive no more than 2% of the outstanding shares of any class of voting shares (as defined in 12 C.F.R. § 225.2(q)(3) and determined by giving effect to the conversion of such transferred shares of Parent Shares upon such transfer pursuant to this Section 4.08) of the Parent; or (iv) to a transferee that (together with its Affiliates and other transferees acting in concert with it) owns or controls more than 50% of every class of voting shares (as defined in 12 C.F.R. § 225.2(q)(3)) of the Parent without regard to any transfer of shares from the transferor.

"**Person**" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, Governmental Entity, or other entity or group (which term includes a "group" as such term is defined in Section 13(d)(3) of the Exchange Act).

"**Profits Interest Shares**" has the meaning set forth in the TAROA.

"**Real Estate**" means the Leased Real Estate only.

"**Related Party Transactions**" has the meaning set forth in Section 2.06(p).

"**Rule 144**" has the meaning set forth in Section 2.18.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" has the meaning set forth in Section 1.01(c).

"**Series A Preferred Shares**" has the meaning set forth in the TAROA.

"**Series B Preferred Shares**" has the meaning set forth in the TAROA.

"**Shares**" means the Company Shares or Parent Shares, as applicable.

"**Solicitor**" has the meaning set forth in Section 2.03(b).

"**Subsidiary**" of a Person means any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries.

"**TAROA**" means the Third Amended and Restated Operating Agreement of the Company, a true and correct copy of which has been delivered or made available to the Parent.

"**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Tax Returns**" means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Voting Debt**" has the meaning set forth in Section 2.02(c).

Section 5.02 Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," and the word "or" is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean "if." A reference in this Agreement to $ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words "hereof," "herein," "hereby," "hereto," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to "this Agreement" shall include the Company Disclosure Letter and the Parent Disclosure Letter.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 5.03 Survival. None of the representations and warranties contained in this Agreement or in any instrument delivered under this Agreement will survive the Closing Date. This Section 5.03 does not limit any covenant or agreement of the parties contained in this

Agreement which, by its terms, contemplates performance after the Closing Date. The Confidentiality Agreement will survive termination of this Agreement in accordance with its terms.

Section 5.04 Governing Law. This Agreement and all Legal Actions (whether based on contract, tort, or statute) arising out of, relating to, or in connection with this Agreement or the actions of any of the parties hereto in the negotiation, administration, performance, or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Nevada.

Section 5.05 Submission to Jurisdiction. Each of the parties hereto irrevocably agrees that any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns, shall be brought and determined exclusively in the federal and state courts located in Clark County, Nevada. Each of the parties hereto agrees that mailing of process or other papers in connection with any such Legal Action in the manner provided in Section 5.07 or in such other manner as may be permitted by applicable Laws will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such Legal Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Legal Action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder: (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this Section 5.05; (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action, or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action, or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 5.06 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.06.

Section 5.07 Notices. All notices, requests, consents, claims, demands, amendments, waivers, and other communications hereunder shall be in writing (including in .pdf or other digital form) and shall be deemed to have been given upon the earlier of actual receipt or (a) when delivered by hand providing proof of delivery; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the following addresses (or to such other Persons or at such other address for a party as shall be specified in a notice given in accordance with this Section 5.07):

If to the Parent, to:	GBank Financial Holdings Inc. 9115 West Russell Road, Suite 110 Las Vegas, Nevada 89148 Attention: Mr. Charles W. Griege Email: chuck@blueliоncap.com and Attention: T. Ryan Sullivan Email: rsullivan@g.bank
with a copy (which will not constitute notice to the Parent) to:	Hunton Andrews Kurth LLP 1445 Ross Avenue, Suite 3700 Dallas, Texas 75202 Attn: Peter G. Weinstock, Esq. Phone: (214) 468-3395 Email: pweinstock@hunton.com
If to the Company, to:	Bankcard Services, LLC 9115 9115 West Russell Road, Suite 110 Las Vegas, Nevada 89148 Attention: Omega Industries, Inc., c/o Mr. Edward M. Nigro Email: enigro@g.bank.com

with a copy (which will not constitute notice to the Company) to:	Sklar Williams PLLC 410 South Rampart Blvd., Suite 350 Las Vegas, Nevada 89145 Attention: Alan C. Sklar, Esq. Email: asklar@sklar-law.com

Section 5.08 Entire Agreement; Amendments and Waivers. This Agreement (including all exhibits, annexes, and schedules referred to herein), the Company Disclosure Letter, the Parent Disclosure Letter, and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all other prior or contemporaneous agreements and understandings, both written and oral, between the parties to this Agreement with respect to the subject matter of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement, the Confidentiality Agreement, the Parent Disclosure Letter, and the Company Disclosure Letter (other than an exception expressly set forth as such in the Parent Disclosure Letter or the Company Disclosure Letter), the statements in the body of this Agreement will control. This Agreement may only be amended by a writing signed by each of the parties hereto. A waiver of any provision of this Agreement shall be in writing signed by the waiving party, shall only be effective in the instance granted and shall not operate as a waiver of such provision in the future or of any other provision of this Agreement.

Section 5.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 5.10 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, or incapable of being enforced under any applicable Law, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, as nearly as possible, the economic, business and other purposes of such void or unenforceable provision.

Section 5.11 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither the Parent, on the one hand, nor the Company on the other hand, may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

Section 5.12 Remedies Cumulative. Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at Law, or in equity. The exercise by a party to this Agreement of any one remedy will not preclude the exercise by it of any other remedy.

Section 5.13 Specific Performance.

(a) The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

(b) Each party further agrees that: (i) no such party will oppose the granting of an injunction or specific performance as provided herein on the basis that the other party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity; (ii) no such party will oppose the specific performance of the terms and provisions of this Agreement; and (iii) no party or any other Person shall be required to obtain, furnish, or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 5.13, and each party irrevocably waives any right it may have to require the obtaining, furnishing, or posting of any such bond or similar instrument.

Section 5.14 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, including in .pdf or other digital form, all of which counterparts will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

GBANK FINANCIAL HOLDINGS INC.,
a Nevada corporation

By: /s/ T. Ryan Sullivan
T. Ryan Sullivan, President and CEO

BANKCARD SERVICES, LLC,
a Nevada limited-liability company

By: Omega Industries, Inc.,
a Nevada corporation, Manager

By: /s/ Edward M. Nigro
Edward M. Nigro, President

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

040105

Filed in the office of	Document Number
Barbara K. Cegavske	20170514765-08
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 12/05/2017 2:15 PM
	Entity Number E0565252017-4

Articles of Incorporation
(PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT — ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation: GBANK FINANCIAL HOLDINGS INC.

2. Registered Agent for Service of Process: (check only one box)

☒ Commercial Registered Agent: ALAN C. SKLAR (Name)

☐ Noncommercial Registered Agent (name and address below) **OR** ☐ Office or Position with Entity (name and address below)

Name of Noncommercial Registered Agent **OR** Name of Title of Office or Other Position with Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Authorized Stock: (number of shares corporation is authorized to issue)

Number of shares with par value: 50,000,000 — Par value per share: $ 0.0001 — Number of shares without par value:

4. Names and Addresses of the Board of Directors/ Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/ rustees)

1) A. LEE FINLEY (Name)
6120 MERRYMOUNT ROAD (Street Address) | FORT WORTH (City) | TX (State) | 76107 (Zip Code)

2) T. RYAN SULLIVAN (see attached for additional directors) (Name)
9115 WEST RUSSELL ROAD, STE. 110 (Street Address) | LAS VEGAS (City) | NV (State) | 89148 (Zip Code)

5. Purpose: (optional; required only if Benefit Corporation status selected)

The purpose of the corporation shall be:
to engage any lawful activity

6. Benefit Corporation: (see instructions) ☐ Yes

7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

ALAN C. SKLAR (Name) — X _____ (Incorporator Signature)

410 S. RAMPART BLVD., SUITE 350 (Address) | LAS VEGAS (City) | NV (State) | 89145 (Zip Code)

8. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.

X _____
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity — Date: 12.5.17

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
Revised: 9-26-17

GBANK FINANCIAL HOLDINGS INC.
LIST OF ADDITIONAL DIRECTORS

NAME	ADDRESS
Edward M. Nigro	9115 West Russell Rd., Suite 110 Las Vegas, Nevada 89148
Alan C. Sklar	410 South Rampart Blvd., Suite 350 Las Vegas, Nevada 89145
Michael C. Voinovich	13475 North Park Boulevard Cleveland Heights, Ohio 44118

ARTICLES OF INCORPORATION

OF

GBANK FINANCIAL HOLDINGS INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a Corporation under and pursuant to the laws of the State of Nevada, and we do hereby certify that:

ARTICLE I – NAME

The exact name of this Corporation is:

GBANK FINANCIAL HOLDINGS INC.

ARTICLE II – REGISTERED OFFICE AND RESIDENT AGENT

The registered office and place of business in the State of Nevada of this Corporation shall be located at 9115 West Russell Road, Suite 110, Las Vegas, Nevada 89148, or at such other place or places as shall be designated by the Corporation from time to time. The resident agent of the Corporation is ALAN C. SKLAR, whose address is 410 South Rampart Boulevard, Suite 350, Las Vegas, Nevada 89145.

ARTICLE III – DURATION

The Corporation shall have a perpetual existence.

ARTICLE IV - PURPOSES

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under Nevada law.

ARTICLE V — CAPITAL STOCK

Section 1. Authorized Shares.

(a) The Corporation is authorized to issue three classes of shares designated "Preferred Stock," "Voting Common Stock," and "Nonvoting Common Stock", respectively.

(i) The Voting Common Stock, which this Corporation is authorized to issue, shall be Fifty Million (50,000,000) shares, par value $0.0001 per share (the "Voting Common Stock");

(ii) The Nonvoting Common Stock, which this Corporation is authorized to issue, shall be Thirty Million (30,000,000) shares, par value $0.0001 per share (the "Nonvoting Common Stock"); and

(iii) The Preferred Stock, which this Corporation is authorized to issue, shall be Ten Million (10,000,000) shares, par value $0.0001 per share. The Preferred Stock may be divided into such number of series as the Board of Directors may determine. The Board of Directors is authorized to determine and alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and to fix the number of shares of any series of Preferred Stock and the designation of any series of Preferred Stock. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares of such series the outstanding) the number of shares of such series subsequent to the issue of shares of that series.

Section 2. Voting Rights of Stockholders. Each holder of the Voting Common Stock shall be entitled to one vote for each share of stock standing in his name on the books of the Corporation. Holders of the Nonvoting Common Stock shall not have no voting right for any matters and the holders of the Preferred Stock shall have such voting rights as the Board of Directors determines when the specific series of Preferred Stock is authorized. For the avoidance of doubt, no holder of Voting Common Stock of the Corporation shall be entitled to cumulative voting rights; provided, however, certain classes or series of Preferred Stock may (but shall not be required) to provide for such right.

Section 3. Consideration for Shares. Shares of stock in the Corporation (regardless of class) shall be issued for such consideration, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the judgment of the Directors as to the value of any property or services received in full or partial payment for shares shall be conclusive. When shares are issued upon payment of the consideration fixed by the Board of Directors, such shares shall be taken to be fully paid stock and shall be non-assessable.

Section 4. Preemptive Rights. No shares of capital stock of any class or classes issued by the Corporation shall be entitled to any preemptive rights.

ARTICLE VI - MANAGEMENT

For the management of the business, and for the conduct of the affairs of the Corporation, and for the future definition, limitation, and regulation of the powers of the Corporation and its Board of Directors and stockholders, it is further provided:

Section 1. Board of Directors.

(a) The initial number of members of the Board of Directors shall not be less than five (5) nor more than twenty-five (25). Thereafter, the number of directors

shall be as specified in the Bylaws of the Corporation, and such number may from time to time be increased or decreased in such manner as prescribed by the Bylaws but subject to the requirements of Nevada law.

(b) In the event that the authorized number of directors shall be fixed at (9) or more, the Board of Directors shall be divided into three classes: Class I, Class II and Class III, each consisting of a number of directors as nearly as practicable to one-third of the total number and directors. Directors in Class I shall initially serve for a term expiring at the next Annual Meeting of Shareholders following the creation of such Class I. Directors in Class II shall initially serve for a term expiring at second Annual Meeting of Shareholders following the creation of such Class II. Directors in Class III shall initially serve for a term expiring at the third Annual Meeting of Shareholders following the creation of such Class III. Thereafter, each director shall serve for a term ending at the third annual meeting following the annual meeting at which such director was elected. In the event that the authorized number of directors shall be fixed with at least four (4), but less that nine (9), the Board of Directors shall be divided into two classes, designated Class I and Class II, each consisting of one-half of the directors or as close an approximation as possible. At each annual meeting, each of the successors to the directors of the class whose term shall have expired at such annual meeting shall be elected for a term running until the second annual meeting next succeeding his or her election and until his or her successor shall have been duly elected and qualified. The foregoing notwithstanding, each director shall serve until his or her successor shall have been duly elected and qualified, unless such director shall resign, die, become disqualified or disable, or shall otherwise be removed.

(c) At each annual election, the directors chosen to succeed those whose terms then expire shall be identified as being of the same class as the directors they succeed, unless, by reason of any intervening changes in the authorized number of directors, the Board of Directors shall designate one or more directorships whose term then expires as directorships of another class in order to more nearly achieve equality in the number of directors among the classes. When the Board of Directors fills a vacancy resulting from the resignation, death, disqualification or removal of a director, the director chosen to fill that vacancy shall be of the same class as the director he or she succeeds, unless, by reason of any previous changes in the authorized number of directors, the Board of Directors shall designate the vacant directorship as a directorship of another class in order to more nearly achieve equality in the number of directors among the classes.

(d) Notwithstanding the rule that the classes shall be nearly equal to number of directors as possible, in the event of any change in the authorized number of directors, each director then continuing to serve as such will nevertheless continue as a director of the class of which he or she is a member, until the expiration of his or her current term, or until such director's earlier resignation, death, disqualification or removal. If any newly created directorship or vacancy on the Board of Directors, consistent with the rule that the three classes shall be as nearly equal in number of directors as possible, may be allocated to one or more classes, the Board of Directors shall allocate it to that of the available class whose term of office is due to expire at the earliest date following such allocation.

Section 2. Interested Directors. No contract or transaction between this Corporation and any of its directors, or between this Corporation and any other corporation, firm, association, or other legal entity shall be invalidated by reason of the fact that the director of the Corporation

has a direct or indirect interest, pecuniary or otherwise, in such corporation, firm, association, or legal entity, or because the interested director present at the meeting of the Board of Directors which acted upon or in reference to such contract or transaction, or because he participated in such action, provided that-the conditions of Nevada Revised Statutes ("NRS") Section 78.140 are met.

Section 3. Names and Resident Addresses. The names, classes and mailing addresses of the members of the first Board of Directors, which shall consist of five (5) persons, and who shall hold office for the term of their respective class or until such sooner or later time as their successors are duly elected and qualified, are as follows:

CLASS I:

NAME	ADDRESS
A. Lee Finley	6120 Merrymount Road Fort Worth, Texas 76107
T. Ryan Sullivan	9115 West Russell Rd., Suite 110 Las Vegas, Nevada 89148

CLASS II:

Edward M. Nigro	9115 West Russell Rd., Suite 110 Las Vegas, Nevada 89148
Alan C. Sklar	410 South Rampart Blvd., Suite 350 Las Vegas, Nevada 89145
Michael C. Voinovich	13475 North Park Boulevard Cleveland Heights, Ohio 44118

ARTICLE VII – PLACE OF MEETING; CORPORATE BOOKS

Subject to the laws of the State of Nevada, the stockholders and the directors shall have power to hold their meetings, and the directors shall have power to have an office or offices and

to maintain the books of the Corporation outside the State of Nevada, at such place or places as may from time to time be designated in the Bylaws or by appropriate resolution.

ARTICLE VIII – AMENDMENT OF ARTICLES AND BYLAWS

Section 1. No amendment, addition, alteration, change, or repeal of these Articles shall be made, unless such is first proposed by the Board of Directors of the Corporation, and thereafter approved by the stockholders by the affirmative vote of the stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast thereon at a legally called meeting of the stockholders in the manner prescribed by these Articles and the laws of the State of Nevada, except the affirmative vote of the holders of at least two-thirds of the outstanding shares entitled to vote thereon shall be required in order to authorize an amendment to Article V Section 2, Article VI Section 1(b), this Section 1 of Article VIII, and Article X.

ARTICLE IX – LIMITED LIABILITY OF OFFICERS AND DIRECTORS

To the greatest extent permitted by applicable law then in effect, no Director or Officer shall be personally liable to this Corporation or any stockholder for damages for breach of fiduciary duty as a Director or Officer, except that this ARTICLE IX shall not eliminate or limit the liability of a Director or Officer for (i) acts or omissions which involve intentional misconduct, fraud, or a knowing violation of law or (ii) the payment of dividends in violation of NRS Section 78.300. If the laws of Nevada is hereafter amended or interpreted to eliminate or limit further the personal liability of directors or officers, then the liability of all Directors and Officers shall be eliminated or limited to the full extent then so permitted. Neither the amendment nor repeal of this ARTICLE IX, nor the adoption of any provision of these Articles of Incorporation inconsistent with this ARTICLE IX, shall eliminate or reduce the effect

of ARTICLE IX in respect of any act or omission that occurred prior to such amendment, repeal, or adoption of an inconsistent provision.

ARTICLE X – INCORPORATORS

The names and addresses of the incorporators signing these Article of Incorporation are as follows:

NAME	ADDRESS
EDWARD M. NIGRO	9115 West Russell Road, Suite 110 Las Vegas, Nevada 89148
T. RYAN SULLIVAN	9115 West Russell Road, Suite 110 Las Vegas, Nevada 89148
ALAN C. SKLAR	410 South Rampart Blvd., Suite 350 Las Vegas, Nevada 89113

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation this 15th day of December, 2017

EDWARD M. NIGRO

T. RYAN SULLIVAN

ALAN C. SKLAR

BYLAWS

OF

GBANK FINANCIAL HOLDINGS INC.

GBANK FINANCIAL HOLDINGS INC.

BYLAWS

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BYLAWS

OF

GBANK FINANCIAL HOLDINGS INC.

ARTICLE 1
MEETINGS OF SHAREHOLDERS

Section 1.1 Place of Meetings. Any meetings of the shareholders may be held at any location in or out of the State of Nevada as may be designated in the notice of meeting. The Board of Directors may, in its sole discretion, determine that a meeting of shareholders shall not be held at any place, but may instead be held solely by means of electronic communications, videoconferencing, teleconferencing or other available technology authorized by and in accordance with Chapter 78 of Nevada Revised Statutes ("NRS"). If any such means are utilized, the Corporation shall, to the extent required under NRS, implement reasonable measures to (a) verify the identity of each person participating through such means as a shareholder and (b) provide the shareholder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section 1.1 constitutes presence in person at the meeting.

Section 1.2 Annual Meetings. The annual meeting of the shareholders of the Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, directors shall be elected and any other business may be transacted as may be properly brought before the meeting pursuant to these Bylaws (as amended from time to time, these "Bylaws"). Except as otherwise restricted by the Amended and Restated Articles of Incorporation of the Corporation (as amended from time to time, the "Articles of Incorporation") or applicable law, the Board of Directors may postpone, reschedule or cancel any annual meeting of shareholders.

Section 1.3 Special Meetings. Special meetings of the Shareholders, for any purpose whatsoever, may be called at any time by the Executive Chairman of the Board, or by the Board of Directors, or by any one or more Shareholders owning in the aggregate not less than twenty-five percent (25%) of the voting stock of this Corporation. Except in the special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for Annual Meetings of Shareholders. Notices of any special meeting shall specify, in addition to the place, day, and hour of such meeting, the nature of the business to be transacted.

Section 1.4 Notice of Meetings; Waiver of Notice.

(a) The Chief Executive Officer, the President, the Secretary or any other individual designated by the Board of Directors shall sign and deliver or cause to be delivered to the shareholders written notice of any shareholders' meeting not less than ten (10) days, but not more than sixty (60) days, before the date of such meeting. The notice shall state the place, date and time of the meeting, the means of electronic communication, if any, by which the shareholders or the proxies thereof shall be deemed to be present and vote and, in the case of a

special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered in accordance with, and shall contain or be accompanied by such additional information as may be required by, the NRS.

(b) A copy of the notice shall be personally delivered or mailed postage prepaid to each shareholder of record at the address appearing on the records of the Corporation. Upon mailing, service of the notice is complete, and the time of the notice begins to run from the date upon which the notice is deposited in the mail. If the address of any shareholder does not appear upon the records of the Corporation or is incomplete, it will be sufficient to address any notice to such shareholder at the registered office of the Corporation. Notwithstanding the foregoing and in addition thereto, any notice to shareholders given by the Corporation pursuant to the NRS, the Articles of Incorporation or these Bylaws may be given pursuant to the forms of electronic transmission listed herein, if such forms of transmission are consented to in writing by the shareholder receiving such electronically transmitted notice and such consent is filed by the secretary in the corporate records. Notice shall be deemed given (i) by facsimile when directed to a number consented to by the shareholder to receive notice, (ii) by e-mail when directed to an e-mail address consented to by the shareholder to receive notice, (iii) by posting on an electronic network together with a separate notice to the shareholder of the specific posting on the later of the specific posting or the giving of the separate notice or (iv) by any other electronic transmission as consented to by and when directed to the shareholder. The shareholder consent necessary to permit electronic transmission to such shareholder shall be deemed revoked and of no force and effect if (A) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with the shareholder's consent and (B) the inability to deliver by electronic transmission becomes known to the Secretary, Assistant Secretary, transfer agent or other agent of the Corporation responsible for the giving of notice.

(c) The written certificate of an individual signing a notice of meeting, setting forth the substance of the notice or having a copy thereof attached thereto, the date the notice was mailed or personally delivered to the shareholders and the addresses to which the notice was mailed, shall be prima facie evidence of the manner and fact of giving such notice and, in the absence of fraud, an affidavit of the individual signing a notice of a meeting that the notice thereof has been given by a form of electronic transmission shall be prima facie evidence of the facts stated in the affidavit.

(d) Any shareholder may waive notice of any meeting by a signed writing or by transmission of an electronic record, either before or after the meeting. Such waiver of notice shall be deemed the equivalent of the giving of such notice.

Section 1.5 Nominations for Directors. In the absence of the nominating committee (as created in accordance with Article 3 of these Bylaws), the Board of Directors shall act as a nominating committee for selecting the nominees for election as directors. Except in the case of a nominee substituted as a result of the death or other incapacity of a management nominee, the nominating committee shall deliver written nominations to the Executive Chairman of the Board at least twenty (20) days prior to the date of the annual meeting.

Nominations for the election of directors may also be made by any Shareholder of the Corporation entitled to vote generally in the election of directors. Such nominations by a Shareholder must be made in writing and delivered to the Secretary not later than ninety (90) days prior to the month and day one year subsequent to the date that the proxy materials

regarding the last election of directors to the Board of Directors were mailed to Shareholders. Each such notice of nomination by a shareholder must set forth (a) the full name, age and date of birth of each nominee proposed in the notice, (b) the business and residence addresses and telephone numbers of each such nominee, (c) the educational background and business experience of each such nominee, including a list of positions held for at least the preceding five years, and (d) a signed representation by each such nominee that the nominee will timely provide any other information reasonably requested by the Corporation for the purpose of preparing its disclosures in regard to the solicitation of proxies for the election of directors. The name of each such candidate for director must be placed in nomination at the annual meeting by a Shareholder present in person and the nominee must be present in person at the meeting for the election of directors. Any vote cast for a person who has not been duly nominated pursuant to this Article I, Section 1.5, shall be void.

Section 1.6 Quorum. A majority of the outstanding voting shares, represented in person or by proxy, shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice.

Section 1.7 Adjourned Meeting and Notice Thereof. If a quorum is not represented, a majority of the voting power represented or the person presiding at the meeting may adjourn the meeting from time to time until a quorum shall be represented. At any such adjourned meeting at which a quorum shall be represented, any business may be transacted which might otherwise have been transacted at the adjourned meeting as originally called. When a shareholders' meeting is adjourned to another time or place hereunder, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. However, if a new record date is fixed for the adjourned meeting, notice of the adjourned meeting must be given to each shareholder of record as of the new record date. The shareholders present at a duly convened meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the departure of enough shareholders to leave less than a quorum of the voting power.

Section 1.8 Voting. Unless a record date for voting purposes be fixed as provided in Section 8.1 of these Bylaws, the only persons in whose name shares entitled to vote stand on the stock records of the Corporation on the business day next preceding the day on which the notice of the meeting of Shareholders is given, shall be entitled to vote as voting begins. In deciding on questions at meetings of Shareholders, including the election of Directors, each Shareholder shall be entitled to one vote for each share of voting stock held and there shall not be any "cumulative voting." A majority of votes cast shall decide each matter submitted to the Shareholders at the meeting except in cases where by law or by provision in the Articles of Incorporation or Bylaws of the Corporation a larger vote is required. In election of Directors, the candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

Section 1.9 Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the records of the meeting. Unless otherwise expressly provided therein, proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and shall be filed with the records of the meeting. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Such revocation may be effected in writing

delivered to the Corporation or by a subsequent proxy executed by, or by attendance at the meeting and voting in person by, the person executing the proxy.

Section 1.10 Inspectors of Election. In advance of any meeting of Shareholders, the Board of Directors may appoint any persons, other than nominees for office, as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election be not so appointed, the Executive Chairman of the Board any such meeting may, and on the request of any Shareholder or his proxy shall make such appointment at the meeting. The number of inspectors shall be two (2). A vacancy may be filled by appointment by the Executive Chairman of the Board. The duties of such inspectors shall include, without limitation: (i) determining the number of voting shares outstanding and the number of voting shares represented at the meeting; (ii) the existence of a quorum; (iii) the authenticity, validity, and effect of proxies; (iv) receiving votes, ballots, or consents, and counting and tabulating all votes or consents; (v) determining the result; and (vi) such other acts as may be proper to conduct the election or vote with fairness to all Shareholders.

Section 1.11 Action without Meeting. Notwithstanding anything to the contrary contained in these Bylaws, any action required or permitted to be taken by the Shareholders under any provisions of the laws of the State of Nevada may be taken without a meeting if holder(s) of a majority in interest of the voting power of the Corporation consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of Shareholders' meetings. Such action(s) by written consent shall have the same force and effect as an action of the Shareholders of the Corporation at a meeting by the vote of the voting power consenting in writing to such action(s).

ARTICLE 2
DIRECTORS

Section 2.1 Powers. Subject to limitations of the Articles of Incorporation, of the Bylaws, and of applicable law as to action to be authorized or approved by the Shareholders, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors.

Section 2.2 Number and Qualification of Directors. The number of Directors shall be not fewer than five (5) nor more than twenty-five (25). The exact number of directors shall be fixed, from time to time, within the limits specified in this Section 2.2, (i) by a resolution duly adopted by the Board of Directors, or (ii) by a bylaw or amendment thereof duly adopted by the vote of the holders of a majority of the outstanding shares entitled to vote or written consent of the holders of a majority of the outstanding shares entitled to vote. Each Director shall be at least eighteen (18) years of age. No Director shall serve on the board of directors of an insured depository institution, bank holding company, financial holding company or thrift holding company having operations in any market area in which the Corporation or any of its affiliated entities has operations, other than the Corporation or its affiliated entities, while a member of the Board of the Directors.

Section 2.3 Election and Term of Office. In the event that the authorized number of directors shall be fixed at (9) or more, the Board of Directors shall be divided into three classes: Class I, Class II and Class III, each consisting of a number of directors as nearly as practicable to one-third of the total number of directors. Directors in Class I shall initially serve for a term

expiring at the Annual Meeting of Shareholders held in 2020. Directors in Class II shall initially serve for a term expiring at the Annual Meeting of Shareholders held in 2018. Directors in Class III shall initially serve for a term expiring at the Annual Meeting of Shareholders held in 2019. Thereafter, each director shall serve for a term ending at the third annual meeting following the annual meeting at which such director was elected. In the event that the authorized number of directors shall be fixed with at least six (6), but less than nine (9), the Board of Directors shall be divided into two classes, designated Class I and Class II, each consisting of one-half of the directors or as close an approximation as possible. At each annual meeting, each of the successors to the directors of the class whose term shall have expired at such annual meeting shall be elected for a term running until the second annual meeting next succeeding his or her election and until his or her successor shall have been duly elected. The foregoing notwithstanding, each director shall serve until his or her successor shall have been duly elected and qualified, unless such director shall resign, die, become disqualified or disable, or shall otherwise be removed.

At each annual election, the directors chosen to succeed those whose terms then expire shall be identified as being of the same class as the directors they succeed, unless, by reason of any intervening changes in the authorized number of directors, the Board of Directors shall designate one or more directorships whose term then expires as directorships of another class in order to more nearly achieve equality in the number of directors among the classes. When the Board of Directors fills a vacancy resulting from the resignation, death, disqualification or removal of a director, the director chosen to fill that vacancy shall be of the same class as the director he or she succeeds, unless, by reason of any previous changes in the authorized number of directors, the Board of Directors shall designate the vacant directorship as a directorship of another class in order to more nearly achieve equality in the number of directors among the classes.

Notwithstanding the rule that the classes shall be as nearly equal in number of directors as possible, in the event of any change in the authorized number of directors, each director then continuing to serve as such will nevertheless continue as *a* director of the class of which he or she is a member, until the expiration of his or her current term, or until such director's earlier resignation, death, disqualification or removal. If any newly created directorship or vacancy on the Board of Directors, consistent with the rule that the three classes shall be as nearly as equal in number of directors as possible, may be allocated to one or more classes, the Board of Directors shall allocate it to that of the available class whose term of office is due to expire at the earlier date following such allocation.

The election of directors shall not be by cumulative voting. At each election of directors, each Shareholder entitled to vote may vote all the shares held by that Shareholder for each of several nominees for director up to the number of directors to be elected. The Shareholder may not cast more votes for any single nominee than the number of shares by the Shareholder.

Section 2.4 Vacancies. A vacancy in the Board of Directors shall be deemed to exist (i) in case of the death, resignation or removal of any director, (ii) if a director has been declared of unsound mind by order of court or convicted of a felony, (iii) if the authorized number of directors be increased, or (iv) if the Shareholders fail, at any annual or special meeting of Shareholders at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The number of directors of the corporation shall be such number, as shall be provided from time to time in the Bylaws; provided, however, that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director, and provided further, that no action shall be taken to decrease or increase the number of directors within the range stated in the bylaws unless at least two-thirds of the directors then in office shall concur in said action. Vacancies in the Board of Directors of the Corporation, however caused, and newly created directorship shall be filled by a vote of two-thirds of the directors then in office, whether or not a quorum, and any director so chosen shall hold office for a term expiring at the annual meeting of shareholders at which the term of the class to which the director has been chosen expires and when the director's successor is elected and qualified.

Any director may resign effective upon giving written notice to the Executive Chairman of the Board, the Chairman of the Board (if applicable), the President/Chief Executive Officer, the Secretary or the Board of Directors of the Corporation, unless the notice specifics a later time for the effectiveness of such resignation. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board of Directors or the Shareholders shall have power to elect a successor to take office when the resignation is to become effective, as provided in the previous paragraph.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 2.5 Removal and Resignation of Directors. Subject to any rights of the holders of preferred stock, if any, and except as otherwise provided in the NRS, any director may be removed from office with or without cause by the affirmative vote of a two-thirds of the outstanding voting shares of the Corporation. Any director may resign effective upon giving written notice, unless the notice specifies a later time for effectiveness of such resignation, to the Executive Chairman of the Board, the President or the Secretary, or in the absence of all of them, any other officer of the Corporation.

Section 2.6 Chairman of the Board. In the event that the Board of Directors elects to eliminate or not fill the Executive Chairman of the Board position as described in Section 4.5, then the Board of Directors shall elect a Chairman of the Board of Directors from the members of the Board of Directors who shall preside at all meetings of the Board of Directors and Shareholders at which he shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him by the Board of Directors, these Bylaws or may be provided by applicable law. If the Executive Chairman of the Board position is eliminated or not filled, then all references in these Bylaws shall empower the Chairman of the Board to perform such function. For purposes of this Section 2.6, if the Corporation does maintain the Executive Chairman of the Board position, then it shall not appoint a Chairman of the Board.

Section 2.7 Meeting Organization. Meetings of the Board of Directors shall be presided over by the Executive Chairman of the Board or Chairman of the Board (as applicable), or in the absence of the Executive Chairman of the Board or Chairman of the Board (as applicable) by the President/Chief Executive Officer. The secretary, or in the absence of the secretary an assistant secretary, shall act as secretary of the meeting, but in the absence of the secretary and any assistant secretary the chairman of the meeting may appoint any person to act as secretary of the meeting. The order of business at each such meeting shall be as determined by the chairman of the meeting.

Section 2.8 Frequency and Place of Meetings. The Board of Directors shall hold a meeting no less than once a fiscal quarter, subject only to the Executive Chairman of the Board's limited discretion as described in Section 2.11. All meetings of the Board of Directors shall be held at any place which has been designated from time to time by resolution of the Board of the Directors. In the absence of such designation, meetings shall be held at the principal office of the Corporation.

Section 2.9 Organizational Meeting. As soon as practicable following each Annual Meeting of Shareholders, and, in any event, within thirty (30) days thereof, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of their business.

Section 2.10 Regular Meeting. Regular meetings of the Board of Directors shall be held without call on the last Wednesday of each fiscal quarter (i.e. the last Wednesday in March, June, September and December of each year); provided, however, that should that day fall upon a legal holiday, then the meeting shall be held at the same time on the next day thereafter which is a full business day. Notice of regular meetings of the Board of Directors is hereby dispensed with. The Executive Chairman of the Board may advance or postpone the date and hour for such regular meetings not to exceed thirty (30) days. Each member of the Board of Directors shall be given notice stating the time and place, by electronic means, telegram, letter, or in person, of any change of date and hour of each such regular meeting.

Section 2.11 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the Executive Chairman of the Board, or by any three (3) Directors. Notice of time and place of special meetings shall be given personally to each member of the Board of Directors or by any other form of communication.

Section 2.12 Action at a Meeting: Quorum and Required Vote. Presence of a majority of the authorized number directors at a meeting of the Board of Directors constitutes a quorum for the transaction of business, except as hereinafter provided, or as provided in the Articles of Incorporation or statute. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting as permitted in the preceding sentence constitutes presence in person at such meeting. Except as provided in the Articles of Incorporation, Statute or Bylaws, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number, or the same number after disqualifying one or more directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a director, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

Section 2.13 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though a meeting had been duly held after regular call and notice. If a quorum be present and if, either before or after the meeting, each of the Directors present signs a written waiver of notice, a consent of holding such meeting, or an approval of the minutes thereof, then such meeting shall be considered to have had a regular call and notice. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.14 Adjournment. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors.

Section 2.15 Notice of Adjournment. If a meeting is adjourned for more than twenty-four (24) hours, notice of the time and place of holding the adjourned meeting shall be given to absent Directors prior to the time of the adjourned meeting.

Section 2.16 Action without Meeting. Notwithstanding anything to the contrary contained in these Bylaws, any action required or permitted to be taken by the Board of Directors under any provisions of the laws of the State of Nevada may be taken without a meeting, if all members of the Board of Directors shall consent in writing to such action. Such consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by consent shall have the same force and effect as a unanimous vote of the Directors.

Section 2.17 Meetings Through Electronic Communications. Members of the Board of Directors (or of any committee designated by the Board of Directors pursuant to Article 3 of these Bylaws) may participate in a meeting of the Board of Directors or such committee by any means of electronic communications, videoconferencing, teleconferencing or other available technology permitted under the NRS (including, without limitation, a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other) and utilized by the Corporation. If any such means are utilized, the Corporation shall, to the extent required under the NRS, implement reasonable measures to (a) verify the identity of each person participating through such means as a director or member of the committee, as the case may be, and (b) provide the directors or members of the committee a reasonable opportunity to participate in the meeting and to vote on matters submitted to the directors or members of the committee, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section 2.17 constitutes presence in person at the meeting.

Section 2.18 Compensation. The Board of Directors, without regard to personal interest, may establish the compensation for members of the Board of Directors for services in any capacity, but may elect to exempt current employees of the Corporation or affiliates thereof from any proposed or approved compensation. If the Board of Directors establishes the compensation of directors pursuant to this Section 2.18, such compensation is presumed to be fair to the Corporation, unless proven unfair by a preponderance of the evidence. Each member of the Board of Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary or other compensation as a member of the Board of Directors. No such payment shall preclude any member of the Board of Directors from serving the Corporation in any other capacity and receiving compensation therefor. Any member of the Board of Directors of the Corporation may decline any or all such compensation payable to such director in his discretion.

ARTICLE 3
COMMITTEES OF THE BOARD OF DIRECTORS

Section 3.1 Committees. Committees designated and appointed by the Board of Directors shall function subject to and in accordance with the following regulations and procedures:

Section 3.1.1 Designation and Appointment. The Board of Directors may designate and appoint one or more committees under such name or names and for such purpose or function as may be deemed appropriate or under no name.

Section 3.1.2 Members; Alternate Members; Terms. Each committee so designated and appointed shall consist of one or more of the members of the Board of Directors of the Corporation. The Board of Directors may designate one or more of its members as alternate members of any committee, who may, subject to any limitations imposed by the entire Board of Directors, replace absent or disqualified members at any meeting of that committee. If the Board of Directors has not designated alternate members to a committee, then in the absence or disqualification of a member of a committee from a meeting, the member or members thereof present at such meeting and not disqualified from voting, whether or not he such person(s) constitute a quorum, may unanimously appoint another member of the Board of Directors to act at such meeting in the place of any such absent or disqualified member ("substitute member"). The members or alternate members of any such committee shall serve at the pleasure of and subject to the discretion of the Board of Directors.

Section 3.1.3 Authority. Each committee, to the extent provided in the resolution of the Board of Directors creating same, shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as the Board of Directors may direct and delegate, except, however, those matters which are required by statute to be reserved unto or acted upon by the entire Board of Directors as provided for in these Bylaws, the Articles or pursuant to NRS.

Section 3.1.4 Records. Each such committee shall keep and maintain regular records or minutes of its meetings and report the same to the Board of Directors when required.

Section 3.1.5 Change in Number. The number of members or alternate members of any committee appointed by the Board of Directors, as herein provided, may be increased or decreased from time to time by appropriate resolution adopted by of the Board of Directors.

Section 3.1.6 Vacancies. Vacancies in the membership of any committee designated and appointed hereunder shall be filled by the Board of Directors, at a regular or special meeting of the Board of Directors, in a manner consistent with the provisions of this Section 3.1.

Section 3.1.7 Removal. Any member or alternate member of any committee appointed hereunder may be removed by the Board of Directors by the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby.

Section 3.1.8 Meetings. The time, place and notice (if any) of committee meetings shall be determined by the members of such committee.

Section 3.1.9 Quorum; Requisite Vote. At meetings of any committee appointed hereunder, a majority of the number of members designated by the Board of Directors to such committee shall constitute a quorum for the transaction of business. For purposes of determining the presence of a quorum, alternate members or substitute members acting in the place of members at a meeting shall be counted to the same extent as the members of the committee they are replacing; provided, however, that for purposes of determining the presence of a quorum, alternate members and substitute members (whether or not acting in the place of members at a meeting) shall not be included in the number of members designated by the Board of Directors to such committee. The act of a majority of the members (and to if acting in the place of members, alternate members or substitute members) of the committee present at any meeting at which a quorum is present shall be the act of such committee, except as otherwise specifically provided by statute. If a quorum is not present at a meeting of such committee, the members of such committee present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.1.10 Compensation. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, compensation for members and alternate members of any committee appointed pursuant to the authority hereof may be authorized by the Board of Directors pursuant to the provisions of Section 2.16 or by a committee specifically authorized by the Board of Directors to authorize compensation.

Section 3.1.11 Action without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at a meeting of any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of such committee. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall become a part of the record of such committee.

Section 3.2 Nominating Committee. There shall at all times a Nominating Committee established by the Board of Directors pursuant to this Article 3. The Nominating Committee shall consist of the current Executive Chairman of the Board or Chairman of the Board (as applicable) along with two directors. With the exception of the Executive Chairman of the Board of Chairman of the Board (if applicable) who will head the Nominating Committee, no other members of the Nominating Committee may be a current officer or employee of the Corporation.

ARTICLE 4
OFFICERS AND EMPLOYEES

Section 4.1 Officers. The officers of the Corporation shall be an Executive Chairman of the Board of Directors, who shall be chosen from among the members of the Board of Directors, a President/Chief Executive Officer, a Secretary and Treasurer, one or more Executive Vice Presidents, Senior Vice Presidents and Vice Presidents, a Secretary, and such other officers as from time to time may appear to the Board of Directors to be required or desirable to transact the business of the Corporation.

Section 4.2 Elections. The President/Chief Executive Officer, the Secretary and Treasurer shall be appointed annually by the Board of Directors and each such officer shall hold his office until he shall resign or shall be removed or otherwise disqualified from service, or his successor shall be elected and qualified. Subject to the approval of the Board of Directors, the President/Chief Executive Officer may appoint the executive officers, vice presidents, and other officers of the Corporation (except if the person being appointed as an Officer is currently a member of the Board of Directors then said person shall abstain from such vote). Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon them or be assigned to them by the Board of Directors, the Executive Chairman of the Board or the President/Chief Executive Officer, as applicable.

Section 4.3 Removal and Resignation. With the exception of the Executive Chairman of the Board, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting thereof, or by any officer upon whom such power of removal may be conferred by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, or the Executive Chairman of the Board (if applicable), President/Chief Executive Officer of the Corporation. Resignations shall take effect at the date of receipt of notice thereof, or at any later time specified therein; and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective. The Executive Chairman of the Board can only be removed from his position by a vote of 75% or more of the then members of the Board of Directors and if said removal does occur, then the provisions of Section 2.6 shall apply with respect to the appointment of a Chairman of the Board.

Section 4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to that office.

Section 4.5 Executive Chairman of the Board. Subject to the provisions of these Bylaws, the Executive Chairman of the Board shall have direct responsibility to oversee the growth, development and implementation of the strategic plans for the Corporation and all subsidiaries and affiliates and provided ongoing decision making and plans to implement said plans for the benefit of the Corporation. The Executive Chairman of the Board will also direct and provide guidance to all of the Corporation's senior management with respect to their then respective duties or as granted by these Bylaws. In addition, the Executive Chairman of the Board shall have all powers commonly incident to such position or which are or from time to time may be delegated to him by the Board of Directors, or which are or may at any time be authorized or required by law.

Section 4.6 President/Chief Executive Officer. The Board of Directors shall appoint a President/Chief Executive Officer of the Corporation, which person does not have to be a member of the Board of Directors. In the absence of the Executive Chairman of the Board or Chairman of the Board, he or she shall preside at any meeting of the Board of Directors. The President/Chief Executive Officer shall have and may exercise any and all other powers and duties pertaining by law, regulation, or practice, to the office of President/Chief Executive Officer, or as granted by these Bylaws. The President/Chief Executive Officer shall also have and may exercise such further powers and duties as from time to time may be conferred upon him or her or assigned to him or her by the Board of Directors. The Executive Chairman of the

Board, if other than the President/Chief Executive Officer, shall be authorized to perform the acts and duties of the President/Chief Executive Officer in his or her absence, unless the Executive Chairman of the Board or the Board of Directors appoints another officer to perform such acts and duties.

Section 4.7 Secretary. The Board of Directors shall appoint a Secretary, or other designated officer who shall be Secretary of the Board of the Directors and of the Corporation. This officer shall be responsible for the minute book of the Corporation, in which shall be maintained and preserved the organizational documents of the Corporation (including the Articles of Incorporation), the returns of elections, the Bylaws, and the minutes of the proceedings of regular and special meetings of the Board of Directors and of the Shareholders. The minutes of each Shareholder meeting shall be signed by the Executive Chairman of the Board, Chairman of the Board (if applicable) or other person presiding thereat and attested by the Secretary. The minutes of all regular or special meetings of the Board of Directors shall be signed by each Director present or by the Secretary of the Corporation. The Secretary shall keep or cause to be kept, at the principal office or the office of the Corporation's transfer agent, a share register, or a duplicate share register, showing the names of the Shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders and of the Board of Directors required by the Bylaws or by law to be given and shall keep the seal of the Corporation in safe custody.

Section 4.8 Assistant Secretary. The Board of Directors may appoint one or more Assistant Secretaries, each of whom shall have the authority to perform any acts that the Secretary may perform in the absence of the Secretary.

Section 4.9 Treasurer. The Board of Directors shall appoint a Treasurer who shall have the care and custody of, and be responsible for, all of the money, funds, securities, receipts and valuable papers, documents and instruments of the Corporation, and all books and records relating thereto. The Treasurer shall keep, or cause to be kept, full and accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors, the Executive Chairman of the Board or Chairman of the Board (as applicable) or the President/Chief Executive Officer. The Treasurer shall perform all other duties commonly incident to his office and such other duties as may, from time to time, be assigned to him or her by the Board of Directors, the Executive Chairman of the Board, Chairman of the Board (if applicable), The President/Chief Executive Officer, these Bylaws or as may be provided by law. The Treasurer shall, if required by the Board of Directors, give bond to the Corporation in such sum and with such security as shall be approved by the Board of Directors for the faithful performance of all the duties of the Treasurer and for restoration to the Corporation, in the event of the Treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the Treasurer's custody or control and belonging to the Corporation. The expense of such bond shall be borne by the Corporation. If a chief financial officer of the Corporation has not been appointed, the Treasurer may be deemed the chief financial officer of the Corporation.

Section 4.10 Assistant Treasurer. An Assistant Treasurer shall, at the request of the Treasurer, or in the absence or disability of the Treasurer, perform all the duties of the Treasurer.

He shall perform such other duties which are assigned to him or her by the Board of Directors, the Executive Chairman of the Board, the Chairman of the Board (as applicable), the President/Chief Executive Officer, the Treasurer, these Bylaws or as may be provided by law. The Board of Directors may require an Assistant Treasurer to give a bond to the Corporation in such sum and with such security as it may approve, for the faithful performance of the duties of the Assistant Treasurer, and for restoration to the Corporation, in the event of the Assistant Treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the Assistant Treasurer's custody or control and belonging to the Corporation. The expense of such bond shall be borne by the Corporation.

Section 4.11 Other Officers. The Board of Directors may from time to time designate one or more Vice Presidents, of one or more classes, and/or such other official positions as the Board of Directors may from time to time designate and the Board of Directors shall designate the responsibilities of such officerial positions.

ARTICLE 5
STOCK AND STOCK CERTIFICATES

Section 5.1 Transfers. Shares of stock shall be transferable on the books of the Corporation, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a Shareholder by such transfer, shall, in proportion to his or her shares, succeed to all rights and liabilities of the prior holder of such shares.

Section 5.2 Stock Certificates. Certificates of stock shall be signed by the President/Chief Executive Officer, or a Vice President, and by the Secretary, or an Assistant Secretary, or any other officer appointed by the Board of Directors for that purpose to be known as an authorized officer, except for the Controller or any Assistant Controller. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the Corporation properly endorsed. Transfers of stock shall not be suspended preparatory to the declaration of dividends; and unless an agreement to the contrary shall be expressed in the assignment, dividends shall be paid to the Shareholders of record at dates determined periodically by the Board of Directors.

Section 5.3 Par Value. The Board of Directors shall have the power to set the par value of the shares of stock of this Corporation and to establish a stated distribution of capital, surplus, and undivided profits.

Section 5.4 Issuance. Shares of the Corporation's authorized capital stock shall, subject to any provisions of limitations of the laws of the State of Nevada, the Articles of Incorporation or any contracts or agreements to which the Corporation may be a party, be issued in such manner, at such times, upon such conditions and for such consideration as shall be prescribed by the Board of Directors.

ARTICLE 6
CORPORATE SEAL

Section 6.1 Corporate Seal. The Executive Chairman of the Board, Chairman of the Board (if applicable), President/Chief Executive Officer, any Vice President, the Controller, the

Secretary, any Trust Officer, or any other officer designated by the Board of Directors, shall have authority to affix the corporate seal to any document requiring such seal, and to attest the same.

Section 6.2 No Requirement to Maintain Seal. Except as otherwise required by any applicable law, there shall be no obligation that the Corporation maintain or utilize a corporate seal.

ARTICLE 7
INDEMNIFICATION

Section 7.1 Indemnification and Reimbursement of Expense. The Board of Directors may authorize the Corporation to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former member of the Board of Directors, officer, employee, agent, or attorney of this Corporation in an action brought by a third party against such person, whether or not the corporation is joined as a party defendant, to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Director, officer, or employee, or by the Corporation, or by both; provided, however, the Board of Directors determines in good faith that such Director, officer, employee, agent, or attorney was acting in good faith within what he or she reasonably believed to be the scope of his or her employment or authority and for a purpose which he or she reasonably believed to be in the best interest of the Corporation or its Shareholders. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. This Section does not apply to any action instituted or maintained in the right of the Corporation by a Shareholder or holder of a voting trust certificate representing shares of the Corporation. The provisions of this Section shall apply to the estate, executor, administrator, heirs, legatees, or devisees of a Director, officer, employee, agent, or attorney and the term "person" where used in the foregoing Section shall include the estate, executor, administrator, heirs, legatees, or devisees of such person.

Section 7.2 Insurance. The Corporation may, upon the affirmative vote of a majority of its Board of Directors, purchase insurance for the purpose of indemnifying its Directors, officers, employees, and agents to the extent that such indemnification is allowed in the preceding section. Such insurance may, but need not, be for the benefit of all Directors, officers, or employees.

Section 7.3 Limitations. Subject to the provisions of Section 8.7 or 8.8 herein below, the Board of Directors may from time to time amend these Bylaws to expand or modify the foregoing indemnifications, reimbursement, and insurance provisions. All of the provisions of this Article 7 are subject to the limitations of Nevada law; should any provision be illegal or unenforceable, such provision shall be deemed to be stricken but all other provisions of this Article shall remain in force and effect.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Record Date and Closing Stock Books. The Board of Directors may fix a time in the future as a record date for the determination of the Shareholders entitled to notice of and to vote at any meeting of Shareholders or entitled to receive any dividend or distribution, or any allotment of rights, or to exercise rights in respect to any change, conversion, or exchange of shares. The record date so fixed shall be not more than sixty (60) days not less than ten (10) days

prior to the date of the meeting or event for the purpose of which it is fixed. When a record date is so fixed, only Shareholders of record on that date are entitled to notice of and to vote at the meeting or to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date.

Section 8.2 Contracts. All contracts, checks, drafts, and other instruments shall be signed by the Executive Chairman of the Board (if applicable), President/Chief Executive Officer, a Vice President, the Controller, or such other persons as may be designated by the Board of Directors.

Section 8.3 Inspection of Bylaws. The Corporation shall keep in its principal office for the transaction of business the original or a copy of the Bylaws as amended or otherwise altered from time to time to date, certified by the Secretary, which shall be open to inspection by the Shareholders at all reasonable times during office hours.

Section 8.4 Construction and Definitions. The general provisions, rules of construction, and definitions contained in the NRS, Chapter 78 shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation or any other entity as well as a natural person.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 8.6 Annual Report. The Board of Directors shall cause an Annual Report to be sent to each Shareholder not later than ten (10) days prior to the Annual Meeting of Shareholders.

Section 8.7 Changes in Nevada Law. References in these Bylaws to the laws of the State of Nevada or the NRS or to any provision thereof shall be to such law as it existed on the date these Bylaws were adopted or as such law thereafter may be changed; provided that (i) in the case of any change which expands the liability of directors or officers or limits the indemnification rights or the rights to advancement of expenses which the Corporation may provide in Article 7, the rights to limited liability, to indemnification and to the advancement of expenses provided in the Articles of Incorporation and/or these Bylaws shall continue as theretofore to the extent permitted by law; and (ii) if such change permits the Corporation, without the requirement of any further action by stockholders or directors, to limit further the liability of directors or limit the liability of officers or to provide broader indemnification rights or rights to the advancement of expenses than the Corporation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

Section 8.8 Amendments to Bylaws.

Section 8.8.1 Power of Shareholders. Except as provided in the Articles of Incorporation, Statute, or these Bylaws, new Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote, or by the written assent of Shareholders entitled to vote such shares, except as otherwise provided by law or by the Articles of Incorporation.

Section 8.8.2 Power of Directors. Subject to the right of Shareholders as provided in Section 8.8.1 to adopt, amend or repeal Bylaws, Bylaws may be adopted, amended or repealed by the Board of Directors provided, however, that the Board of Directors may adopt a bylaw or amendment thereof changing the authorized number of directors only for the purpose of fixing the exact number of directors within the limits specified in the Corporation's Articles of Incorporation or in Section 2.2 of Article II of these Bylaws.

CERTIFICATE BY SECRETARY

I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified, and acting Secretary of GBANK FINANCIAL HOLDINGS INC., a Nevada corporation, that the foregoing Bylaws were adopted as the Bylaws of said Corporation on the 6th day of December, 2017, by the Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal this 6th day of December, 2017.

Michael Voinovich, Secretary

FIRST AMENDMENT TO BYLAWS OF GBANK FINANCIAL HOLDINGS INC.
(APPROVED BY BOARD OF DIRECTORS APRIL 23, 2019)

This First Amendment to Bylaws of GBANK FINANCIAL HOLDINGS INC., a Nevada corporation (the *"Company"*) is dated as of April 23, 2019 (the *"Amendment"*) to comply with the approval from the Company's Board of Directors.

1. Section 1.8. Section 1.8 is deleted in its entirety and replaced with the following:

Section 1.8 Voting. Unless a record date for voting purposes be fixed as provided in Section 8.1 of these Bylaws, the only persons in whose name shares entitled to vote stand on the stock records of the Corporation on the business day next preceding the day on which the notice of the meeting of Shareholders is given, shall be entitled to vote as voting begins. In deciding on questions at meetings of Shareholders, including the election of Directors, each Shareholder shall be entitled to one vote for each share of voting stock held and there shall not be any "cumulative voting." A majority of votes cast shall decide each matter submitted to the Shareholders at the meeting except in cases where by law or by provision in the Articles of Incorporation or Bylaws of the Corporation a larger vote is required. In election of Directors, the candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Notwithstanding the foregoing, in the event that a merger or acquisition proposal is presented either directly to the Shareholders of the Corporation or to the Board of Directors, and two-thirds of the Board of Directors has not approved the merger or acquisition proposal, then the vote required by the Shareholders to approve the merger or acquisition proposal shall be two-thirds of the outstanding shares of the Corporation's voting stock. In the event that two-thirds of the Board of Directors approved the merger or acquisition proposal, then the vote required by the Shareholders to approve the merger or acquisition proposal shall be a simple majority of the outstanding voting stock of the Corporation.

2. Section 2.12. Section 2.12 is deleted in its entirety and replaced with the following:

Section 2.12 Action at a Meeting: Quorum and Required Vote. Presence of a majority of the authorized number directors at a meeting of the Board of Directors constitutes a quorum for the transaction of business, except as hereinafter provided, or as provided in the Articles of Incorporation or statute. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting as permitted in the preceding sentence constitutes presence in person at such meeting. Except as provided in the Articles of Incorporation, Statute or Bylaws, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number, or the same number after disqualifying one or more directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a director, provided that any action taken is approved by at least a majority of the required quorum for such meeting. Notwithstanding the foregoing, in the event that a merger or acquisition proposal of GBank Financial Holdings Inc. (Corporation) is presented to the Board of Directors, and two-thirds of the Board of Directors has not approved the merger or acquisition proposal of Corporation, then the vote required by the Shareholders to approve the merger or acquisition proposal shall be two-thirds of the outstanding

voting stock of the Corporation. In the event that two-thirds of the Board of Directors approved the merger or acquisition proposal of Corporation, then the vote required by the Shareholders to approve the merger or acquisition proposal shall be a simple majority of the outstanding voting stock of Corporation. Furthermore, this Section 2.12 of the Bylaws can only be amended by either a vote of two-thirds of the Board of Directors or by a vote of a majority of all shares of the voting stock of the Corporation then outstanding.

3. Reference to Bylaws. After the date of this Amendment, any reference to the Bylaws shall mean the Bylaws as amended by this Amendment.

4. Full Force and Effect. Except as expressly modified by this Amendment, the Bylaws are unmodified and this Amendment shall not impair the full force and effect of the Bylaws.

5. Conflicts. To the extent that any of the terms herein conflict with the Bylaws, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned the duly elected and appointed Secretary of the Company has executed this Amendment as of the date written above and direct that it be filed with the corporate records of the Company.

Michael Voinovich, Secretary

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SECOND AMENDMENT TO BYLAWS OF GBANK FINANCIAL HOLDINGS INC.
(APPROVED BY BOARD OF DIRECTORS JULY 30, 2024)

This Second Amendment to Bylaws of GBANK FINANCIAL HOLDINGS INC., a Nevada corporation (the "**Company**") is dated as of July 30, 2024 (the "**Amendment**") to comply with the approval from the Company's Board of Directors pursuant to the Section 8.8.2 of the Company's Bylaws dated December 6, 2017, as amended by that certain First Amendment to Bylaws dated April 23, 2019 (collectively, the "**Bylaws**").

1. **Table of Contents**. Article 2 DIRECTORS is amended to add "Vice Chairman of the Board" after "Chairman of the Board."

2. Section 2.6. Section 2.6 is deleted in full and replaced with the following:

Section 2.6 Chairman of the Board; Vice Chairman of the Board.

Section 2.6.1 Chairman of the Board. In the event that the Board of Directors elects to eliminate or not fill the Executive Chairman of the Board position as described in Section 4.5, then the Board of Directors shall elect a Chairman of the Board of Directors from the members of the Board of Directors who shall preside at all meetings of the Board of Directors and Shareholders at which he shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him by the Board of Directors, these Bylaws or may be provided by applicable law. If the Executive Chairman of the Board position is eliminated or not filled, then all references in these Bylaws shall empower the Chairman of the Board to perform such function. For purposes of this Section 2.6, if the Corporation does maintain the Executive Chairman of the Board position, then it shall not appoint a Chairman of the Board.

Section 2.6.2 Vice Chairman of the Board. The Board of Directors may at its discretion elect a Vice Chairman of the Board from among the Directors. The Vice Chairman of the Board may be removed from that capacity by a majority vote of the Board of Directors. The Vice Chairman of the Board, if there be one, shall preside at all meetings of the Board of Directors and of the stockholders of the Corporation at which the Executive Chairman or Chairman of the Board, as applicable, is not present. In the Vice Chairman of the Board's absence, any other director or officer of the Corporation designated by the Board of Directors shall act as chairman of any such meeting. The Vice Chairman of the Board shall perform all other duties as may be prescribed by the Board of Directors or these Bylaws. The Vice Chairman of the Board shall not, by virtue of that position alone, be deemed an officer of the Corporation. If at any time the Executive Chairman or Chairman of the Board, as applicable, position should become vacant because of resignation, death, disqualification or removal, the Vice Chairman shall succeed the Executive Chairman or Chairman of the Board, as applicable, until his or her successor shall have been duly elected and qualified in accordance with these Bylaws.

3. Reference to Bylaws. After the date of this Amendment, any reference to the Bylaws shall mean the Bylaws as amended by this Amendment.

4. Full Force and Effect. Except as expressly modified by this Amendment, the Bylaws are unmodified and this Amendment shall not impair the full force and effect of the Bylaws.

Docusign Envelope ID: 3F5305D4-2661-4976-B61F-623EEF033937

5. Conflicts. To the extent that any of the terms herein conflict with the Bylaws, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned the duly elected and appointed Executive Chairman of the Company has executed this Amendment as of the date written above and direct that it be filed with the corporate records of the Company.

Edward Nigro

Edward M. Nigro, Executive Chairman

EXHIBIT 4.1



COMMON STOCK

PAR VALUE $0.0010

COMMON STOCK

GBank Financial Holdings Inc.*

Certificate Number

ZQ00000000

Shares

GBANK FINANCIAL HOLDINGS INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA

THIS CERTIFIES THAT

MR SAMPLE & MRS SAMPLE & MR SAMPLE & MRS SAMPLE

CUSIP 36166F 10 0

is the owner of

ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT. AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

GBank Financial Holdings Inc. (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Articles of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

1234567

President and CEO

Executive Chairman

SEAL

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By _____
AUTHORIZED SIGNATURE

PDF-XChange Editor
DEMO

EXHIBIT 5.1

SKLAR WILLIAMS
——— PLLC ———
LAW OFFICES
410 South Rampart Boulevard, Suite 350
Las Vegas, Nevada 89145
(702) 360-6000 • Fax: (702) 360-0000

January 7, 2025

VIA ELECTRONIC TRANSMISSION

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Re: GBank Financial Holdings Inc.;
Registration on Form S-1

Ladies and Gentlemen:

We have acted as counsel to GBank Financial Holdings Inc., a Nevada corporation (the "Company"), in connection with the registration statement on Form S-1 (the "Registration Statement"), filed by the Company with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration, offer and resale of up to 1,081,081 shares of common stock, par value $0.0001 per share, of the Company, by certain selling stockholders of the Company (the "Offering").

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents.

Based on our examination mentioned above, we are of the opinion that the 1,081,081 shares of common stock being sold by certain selling stockholders of the Company in the Offering are duly authorized, legally and validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm in the related Prospectus. In giving the foregoing consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Sklar Williams PLLC

Sklar Williams PLLC



2016 EQUITY INCENTIVE PLAN

SECTION 1
ESTABLISHMENT OF PLAN; PURPOSE OF PLAN

1.1 Establishment of Plan. The Company hereby establishes the 2016 EQUITY INCENTIVE PLAN for its Directors, Consultants and certain of its Employees. The Plan permits the grant and award of Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Stock Awards and other stock-based awards and stock-related awards.

1.2 Purpose of Plan. The purpose of the Plan is to provide Directors, Consultants and Employees with an increased incentive to contribute to the long-term performance and growth of the Company and its Subsidiaries, to join the interests of Directors, Consultants and Employees with the interests of the Company's shareholders through the opportunity for increased stock ownership and to attract and retain Participants. The Plan is further intended to provide flexibility to the Company in structuring long-term incentive compensation to best promote the foregoing objectives.

1.3 Approval of Plan and Incentive Awards. The Plan will be effective upon approval by the Company's shareholders. The Plan contemplates that Directors may be Participants and that the Directors, as members of either the Board or of a committee of the Board, may approve grants of Incentive Awards to Directors. Approval of the Plan by the Company's shareholders shall constitute authorization and approval of such grants.

SECTION 2
DEFINITIONS

The following words have the following meanings unless a different meaning plainly is required by the context:

2.1 "**Act**" means the Securities Exchange Act of 1934, as amended.

2.2 "**Affiliate**" means any organization controlling, controlled by or under common control with the Company.

2.3 "**Board**" means the Board of Directors of the Company.

2.4 "**Cause**" means, with respect to termination of employment, (1) willful continued failure to perform or willful poor performance of duties (other than due to Disability) after warning and reasonable opportunity to meet reasonable required performance standards; (2) gross negligence causing or putting the Company or any Affiliate at risk of significant damage or harm; (3) misappropriation of or intentional damage to the property of the Company or any Affiliate; (4) conviction of a felony (other than negligent vehicular homicide); (5) intentional act or omission that the Participant knows or should know is significantly detrimental to the interests of the Company or any Affiliate; (6) removal of an Employee by order of or at the direction of a regulatory agency having jurisdiction over the Company or any of its Subsidiaries; or (7) material violation of any employment agreement between the Company (or any Affiliate) and the Participant. Notwithstanding the foregoing, if a Participant's employment agreement or consulting agreement defines "Cause," then that definition shall apply to that Participant in lieu of the definition in this Plan. The existence of Cause in the case of an Employee or a Consultant shall in each case be determined by the Committee in its sole discretion and consistent with the definition set forth in this *Section 2.4*. The Committee may make such determination before or after the termination of employment or cessation of services.

A Director will be removed for "Cause" for purposes of this Plan if and only if he or she has been removed for cause in compliance with the Company's Articles of Incorporation and applicable law.

2.5 "**Change in Control**," unless otherwise defined in an Incentive Award agreement, means (a) the failure of the Continuing Directors at any time to constitute at least a majority of the members of the Board; (b) the acquisition by any Person other than an Excluded Holder of beneficial ownership (within the meaning of Rule 13d-3 issued under the Act) of 50% or more of the outstanding Common Stock or the combined voting power of the Company's outstanding securities entitled to vote generally in the election of directors; (c) a reorganization, merger or consolidation other than such a transaction (i) that is done for the purpose of reincorporation or (ii) after which the Company's shareholders immediately prior to the transaction continue to beneficially own more than 50% of the total fair market value and total voting power of the outstanding capital stock of the entity surviving the transaction; (d) a complete liquidation or dissolution of the Company or the sale or disposition of all or substantially all of the assets of the Company; (e) the occurrence of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A issued under the Act.

2.6 "**Code**" means the Internal Revenue Code of 1986, as amended. Each reference herein to a section or sections of the Code shall, unless otherwise noted, be deemed to include a reference to the rules and regulations issued under such section or sections of the Code.

2.7 "**Committee**" means the Compensation Committee of the Board or such other committee as the Board may designate from time to time. The Committee shall consist of at least two Directors and all of its members shall be "non-employee directors" as defined in Rule 16b-3 issued under the Act and "outside directors" as defined in Section 162(m) of the Code. Notwithstanding any provision set forth in this Plan regarding the powers or rights of the Committee, all such rights or powers granted thereto are subject at all times to the approval of the Board and not in any manner deemed approved with just the act of the Committee.

2.8 "**Common Stock**" means the Company's common stock, par value $0.01 per share.

2.9 "**Company**" means Bank of George, a Nevada corporation, and its successors and assigns.

2.10 "Consultant" means a natural person who provides *bona fide* services to the Company, including without limitation, any organizer, consultant or other independent contractor and any non-employee director and such services are not in connection with the offer or sale of securities in a capital raising transaction, and do not directly or indirectly promote or maintain a market for the Company's securities.

2.11 "Continuing Directors" means the individuals constituting the Board as of the date this Plan was adopted and any subsequent directors whose election or nomination for election by the Company's shareholders was approved by a vote of a majority of the individuals who are then Continuing Directors, but specifically excluding any individual whose initial assumption of office occurs as a result of either an actual or threatened solicitation subject to Rule 14a-12(c) of Regulation 14A issued under the Act or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board.

2.12 "**Covered Employee**" means any Employee who is or may become a "Covered Employee," as defined in Section 162(m) of the Code, and who is designated, either as an individual Employee or class of Employees, by the Committee within the shorter of (i) 90 days after the beginning of the Performance Period, or (ii) the period of time after the beginning of the Performance Period and before 25% of the Performance Period has elapsed, as a "Covered Employee" under this Plan for such applicable Performance Period.

2.13 "**Director**" means a member of the Board.

2.14 "**Disability**" means a permanent disability as determined by the Committee in its discretion.

2.15 "**Employee**" means an employee of the Company or one of its Subsidiaries.

2.16 "**Employee Benefit Plan**" means any plan or program established by the Company or a Subsidiary for the compensation or benefit of Employees.

2.17 "**Excluded Holder**" means the Company, a Subsidiary or any Employee Benefit Plan of the Company or a Subsidiary or any trust holding Common Stock or other securities pursuant to the terms of an Employee Benefit Plan.

2.18 "**Incentive Award**" means the award or grant of a Stock Option, a Stock Appreciation Right, Restricted Stock, a Restricted Stock Unit, a Stock Award, or another stock-based or stock-related award, to a Participant pursuant to the Plan.

2.19 "**Market Value**" shall equal the closing price of the Common Stock as reported on the principal nationally recognized stock exchange on which the Common Stock is traded on such date, or if no prices are reported with respect to the Common Stock on such date, the closing price of the Common Stock on the last preceding date on which there were reported prices of such Common Stock; or (ii) if the Common Stock is not listed or admitted to unlisted trading privileges on a nationally recognized stock exchange, the Market Value will be determined in good faith by the Board acting in its discretion based upon the reasonable application of a reasonable valuation method taking into account the facts and circumstances existing on the valuation date in a manner consistent with the valuation principles of Section 409A of the Code, except when the Committee expressly determines not to use Section 409A valuation principles, which determination shall be final and binding on all parties.

2.20 "**Mature Shares**" means shares of Common Stock that a Participant has owned for at least six months and that meet any other holding requirements established by the Committee for the shares to be used for attestation.

2.21 "**Participant**" means a Director, Consultant or Employee who is granted an Incentive Award under the Plan.

2.22 "**Performance**" means the level of achievement of the performance goals established by the Committee pursuant to *Section 10.1*.

2.23 "**Performance Measures**" means measures as described in *Section 10* on which the performance goals are based.

2.24 "**Performance Period**" means the period of time during which the performance goals must be met to determine the degree of payout, the vesting, or both, with respect to an Incentive Award that is intended to qualify as Performance-Based Compensation.

2.25 "**Performance-Based Compensation**" means compensation under an Incentive Award that satisfies the requirements of Section 162(m) of the Code for certain "performance-based compensation" paid to Covered Employees. Notwithstanding the foregoing, nothing in this Plan shall be construed to mean that an Incentive Award which does not satisfy the requirements for performance-based compensation under Section 162(m) of the Code does not constitute performance-based compensation for other purposes, including Section 409A of the Code.

2.26 "**Person**" has the same meaning as set forth in Sections 13(d) and 14(d)(2) of the Act.

2.27 "**Plan**" means the 2016 Equity Incentive Plan as set forth herein, as it may be amended from time to time.

2.28 "**Restricted Period**" means the period of time during which Restricted Stock, Restricted Stock Units or other stock-based or stock-related awards that are awarded under the Plan are subject to the risk of forfeiture, restrictions on transfer and other restrictions or conditions pursuant to *Sections 7* or *8*. The Restricted Period may differ among Participants and may have different expiration dates with respect to shares of Common Stock covered by the same Incentive Award.

2.29 "**Restricted Stock**" means Common Stock awarded to a Participant pursuant to *Section 7* of the Plan while such Common Stock remains subject to the risk of forfeiture, restrictions on transfer and other restrictions or conditions pursuant to *Section 7*.

2.30 "**Restricted Stock Unit**" means an award to a Participant pursuant to *Section 7* of the Plan and described as a "Restricted Stock Unit" in *Section 7*.

2.31 "**Retirement**" means the voluntary termination of employment by a Participant after he or she has attained the age of 65 or such other age as may be determined by the Committee in its sole discretion or as otherwise may be set forth in the Incentive Award agreement or other grant document with respect to a Participant and a particular Incentive Award.

2.32 "**Stock Appreciation Right**" or "**SAR**" means a right awarded to a Participant pursuant to *Section 6* of the Plan, which shall entitle the Participant to receive cash, Common Stock, other property or a combination thereof, as determined by the Committee, in an amount equal to or otherwise based on the excess of (a) the Market Value of a share of Common Stock at the time of exercise over (b) the exercise price of the right, as established by the Committee on the date the award is granted.

2.33 "**Stock Award**" means an award of Common Stock awarded to a Participant pursuant to *Section 8* of the Plan.

2.34 "**Stock Option**" means the right to purchase Common Stock at a stated price for a specified period of time. For purposes of the Plan, a Stock Option may be either an incentive stock option within the meaning of Section 422(b) of the Code or a nonqualified stock option.

2.35 "**Subsidiary**" means any corporation or other entity of which 50% or more of the outstanding voting stock or voting ownership interest is directly or indirectly owned or controlled by the Company or by one or more Subsidiaries of the Company. The term "Subsidiary" includes present and future Subsidiaries of the Company.

2.36 "**Termination**" or "**Cessation**" of employment or service shall be considered to occur on the date on which the Employee or Consultant is no longer obligated to perform services for the Company or any of its Subsidiaries and the Employee's right to re-employment is not guaranteed by statute, contract or written policy of the Company, regardless of whether the Employee continues to receive compensation from the Company or any of its Subsidiaries after such date. The following shall not be considered such a termination or cessation: (i) a transfer of an Employee among the Company and its Subsidiaries; (ii) a leave of absence, duly authorized in writing by the Company, for military service or for any other purpose approved by the Company if the period of such leave does not exceed 90 days; (iii) a leave of absence in excess of 90 days, duly authorized in writing by the Company, provided that the Employee's right to re-employment is guaranteed by statute, contract or written policy of the Company; (iv) a termination of employment as an officer with continued service as an Employee or Director; or (v) a termination of service as a Consultant with continued service as an Employee or Director.

SECTION 3
ADMINISTRATION

3.1 Power and Authority. The Committee shall administer the Plan, and subject to the express provisions of the Plan and power granted to it by the Board, the Committee shall be authorized and empowered to do all things necessary or appropriate in connection with the administration of this Plan. Any power or authority of the Committee may also be exercised by the Board, except to the extent that the grant or exercise of such power or authority would cause any Incentive Award or transaction to become subject to (or lose an exemption under) the short-swing profit recovery provisions of Section 16 of the Act or cause an Incentive Award intended to qualify for treatment as performance-based compensation under Section 162(m) of the Code not to qualify for such treatment. To the extent that any permitted action taken by the Board conflicts with action taken by the Committee, the Board action shall control.

The Committee may delegate any, some or all of its record keeping, calculation, payment and other ministerial or administrative authority and responsibility from time to time to and among one or more individuals, who are members of the Committee or Employees of the Company or its Subsidiaries or Affiliates, but all actions taken pursuant to delegated authority and responsibility shall be subject to such review, change and approval by the Committee as the Committee considers appropriate. Except as limited in the Plan, the Committee shall have all of the express and implied powers and duties as granted to it by the Board and the Plan, shall have full power and authority to interpret the provisions of the Plan and Incentive Awards granted under the Plan and shall have full power and authority to supervise the administration of the Plan and Incentive Awards granted under the Plan and to make all other determinations and do all things considered necessary or advisable for the administration of the Plan, subject to such rights that have been retained by the Board. All determinations, interpretations and selections made by the Committee regarding the Plan shall not be final and conclusive unless approved by the Board. The Committee shall hold its meetings at such times and places as it considers advisable. Action may be taken by a written instrument signed by all of the members of the Committee and any action so taken shall be fully as effective as if it had been taken at a meeting duly called and held. The Committee shall propose to the Board any amendments or to rescind such rules and regulations for the conduct of its business and shall obtain approval from the Board to define terms not otherwise defined herein, in each case as it considers advisable.

3.2 Grants or Awards to Participants. In accordance with and subject to the provisions of the Plan and limitations set forth by the Board, the Committee shall have the authority to determine the provisions of Incentive Awards including, without limitation: (a) the persons who shall be selected as Participants; (b) the nature and, subject to the limitations set forth in *Sections 4.1* and *4.2* of the Plan, extent of the Incentive Awards to be made to each Participant (including the number of shares of Common Stock to be subject to each Incentive Award, any exercise or purchase price, the manner in which an Incentive Award will vest or become exercisable and the form of payment for the Incentive Award); (c) the time or times when Incentive Awards will be granted; (d) the duration of each Incentive Award; and (e) the restrictions and other conditions to which payment or vesting of Incentive Awards may be subject.

3.3 Amendments or Modifications of Incentive Awards. Subject to *Section 12*, the Committee shall have the authority to amend or modify the terms of any outstanding Incentive Award in any manner, provided that the amended or modified terms are not prohibited by the Plan as then in effect and provided that such actions do not cause an Incentive Award not otherwise subject to Section 409A of the Code to become subject to Section 409A of the Code. The Committee shall without limitation, have the authority to: (a) modify the number of shares or other terms and conditions of an Incentive Award; provided that any increase in the number of shares of an Incentive Award other than pursuant to *Section 4.3* will be considered to be a new grant with respect to such additional shares for purposes of Section 409A of the Code and such new grant shall be made at Market Value on the date of the new grant; (b) extend the term of an Incentive Award to a date that is no later than the earlier of the latest date upon which the Incentive Award could have expired by its terms under any circumstances or the 10th anniversary of the date of grant (for purposes of clarity, as permitted under Section 409A of the Code, if the term of a Stock Option is extended at a time when the Stock Option exercise price equals or exceeds the Market Value, it will not be an extension of the term of the Stock Option, but instead will be treated as a modification of the Stock Option and a new Stock Option will be treated as having been granted); (c) accelerate the exercisability or vesting or otherwise terminate, waive or modify any restrictions relating to an Incentive Award; (d) accept the surrender of any outstanding Incentive Award; and (e) to the extent not previously exercised or vested, authorize the grant of new Incentive Awards in substitution for surrendered Incentive Awards (such grant of new Incentive Awards will be considered to be a new grant for purposes of Section 409A of the Code and such new grant shall be made at Market Value on the date of the new grant); *provided,* that Incentive Awards issued under the Plan may not be repriced, replaced, regranted through cancellation or modified without shareholder approval if the effect of such repricing, replacement, regrant or modification would be to reduce the exercise price or base price of such Incentive Awards to the same Participants.

3.4 Indemnification of Committee Members. No member or former member of the Committee, or any individual or group to whom authority or responsibility is or has been delegated, shall be personally responsible or liable for any act or omission in connection with the performance of powers or duties or the exercise of discretion or judgment in the administration and implementation of the Plan. Each person who is or was a member of the Committee, and any other individual or group exercising delegated authority or responsibility with respect to the Plan, shall be indemnified and held harmless by the Company from and against any cost, liability or expense imposed or incurred in connection with such person's or the Committee's taking or failing to take any action under the Plan or the exercise of discretion or judgment in the administration and implementation of the Plan. This *Section 3.4* shall not be construed as limiting the Company's or any Subsidiary's ability to terminate or otherwise alter the terms and conditions of the employment of an individual or group exercising delegated authority or responsibility with respect to the Plan, or to discipline any such person. Each such person shall be justified in relying on information furnished in connection with the Plan's administration by any appropriate person or persons.

SECTION 4
SHARES SUBJECT TO THE PLAN

4.1 Number of Shares. Subject to adjustment as provided in *Section 4.3* of the Plan, the maximum total number of shares available for Incentive Awards under the Plan shall be 250,000 shares of Common Stock, plus all shares subject to Incentive Awards that are canceled, surrendered, modified, exchanged for substitute Incentive Awards or that expire or terminate prior to the exercise or vesting of the Incentive Awards in full, plus shares that are surrendered to the Company in connection with the exercise or vesting of Incentive Awards, whether previously owned or otherwise subject to such Incentive Awards. Such shares shall be authorized and may be unissued shares, shares issued and repurchased by the Company (including shares purchased on the open market), shares issued and otherwise reacquired by the Company and shares otherwise held by the Company. However, the number of shares that may be granted under the Plan shall not exceed, on a cumulative basis, 15% of the aggregate shares of Common Stock issued and outstanding at any grant date. A decrease in the number of issued and outstanding shares of Common Stock occurring after any grant date shall not affect the validity of Incentive Awards granted prior to such occurrence.

4.2 Limitation upon Incentive Awards. No Participant shall be granted, during any calendar year, Incentive Awards with respect to more than 50% of the total number of shares of Common Stock available for Incentive Awards under the Plan set forth in *Section 4.1* of the Plan, subject to adjustment as provided in *Section 4.3* of the Plan, but only to the extent that such adjustment will not affect the status of any Incentive Award previously issued or that may thereafter be issued as Performance-Based Compensation. The purpose of this *Section 4.2* is to ensure that the Plan provides Performance-Based Compensation, and this *Section 4.2* shall be interpreted, administered and amended if necessary to achieve that purpose.

4.3 Adjustments.

(a) Stock Dividends and Distributions. If the number of shares of Common Stock outstanding changes by reason of a stock dividend, stock split, recapitalization or other general distribution of Common Stock or other securities to holders of Common Stock, the number and kind of securities subject to outstanding Incentive Awards and available for issuance under the Plan, and the limitation provided in *Section 4.2*, together with applicable exercise prices and base prices, shall be adjusted in such manner and at such time as shall be equitable under the circumstances, and as shall generally reflect the proportionate percentage change in the number of shares outstanding and the share price. No fractional shares shall be issued pursuant to the Plan and any fractional shares resulting from such adjustments shall be eliminated from the respective Incentive Awards.

(b) Other Actions Affecting Common Stock. If there occurs, other than as described in *Section 4.3(a)*, any merger, business combination, recapitalization, reclassification, subdivision or combination approved by the Board that would result in the persons who were shareholders of the Company immediately prior to the effective time of any such transaction owning or holding, in lieu of or in addition to shares of Common Stock, other securities, money and/or property (or the right to receive other securities, money and/or property) immediately after the effective time of such transaction, then the outstanding Incentive Awards (including exercise prices and base prices) and reserves for Incentive Awards under the Plan shall be adjusted in such manner and at such time as shall be equitable under the circumstances. It is intended that in the event of any such transaction, Incentive Awards under the Plan shall entitle the holder of each Incentive Award to receive (upon exercise in the case of Stock Options and SARs), in lieu of or in addition to shares of Common Stock, any other securities, money and/or property receivable upon consummation of any such transaction by holders of Common Stock with respect to each share of Common Stock outstanding immediately prior to the effective time of such transaction; upon any such adjustment, holders of Incentive Awards under the Plan shall have only the right to receive in lieu of or in addition to shares of Common Stock such other securities, money and/or other property as provided by the adjustment.

SECTION 5
STOCK OPTIONS

5.1 Grant. A Participant may be granted one or more Stock Options under the Plan. No Participant shall have any rights as a shareholder with respect to any shares of stock subject to Stock Options granted hereunder until said shares have been issued. For purposes of determining the number of shares available under the Plan, each Stock Option shall count as the number of shares of Common Stock subject to the Stock Option. Stock Options shall be subject to such terms and conditions, consistent with the other provisions of the Plan, as may be determined by the Committee in its sole discretion. The Committee, in its sole discretion, may establish vesting schedules (i) based upon Company performance, or (ii) that extend over a period of time selected by the Committee. In addition, the Committee may vary, among Participants and among Stock Options granted to the same Participant, any and all of the terms and conditions of the Stock Options granted under the Plan. Subject to the limitation imposed by *Section 4.2* of the Plan, the Committee shall have complete discretion in determining the number of Stock Options granted to each Participant. The Committee may designate whether or not a Stock Option is to be considered an incentive stock option as defined in Section 422(b) of the Code; *provided*, that the number of shares of Common Stock that may be designated as subject to incentive stock options for any given Participant shall be limited to that number of shares that become exercisable for the first time by the Participant during any calendar year (under all plans of the Company and its Subsidiaries) and have an aggregate Market Value less than or equal to $100,000 (or such other amount as may be set forth in relevant sections of the Code) and all shares subject to an Incentive Award that have a Market Value in excess of such aggregate amount shall automatically be subject to Stock Options that are not incentive stock options. No Stock Option granted to a Director or a Consultant who is not an Employee shall be considered an incentive stock option under Section 422(b) of the Code.

5.2 Stock Option Agreements. Stock Options shall be evidenced by stock option agreements, certificates of award, or both, containing the terms and conditions applicable to such Stock Options. To the extent not covered by a stock option agreement or certificate of award, the terms and conditions of this *Section 5* shall govern.

5.3 Stock Option Exercise Price. The per share Stock Option exercise price shall be determined by the Committee, but shall be a price that is equal to or greater than 100% of the Market Value (or such higher amount as may be necessary under *Section 5.5* below). The date of grant of a Stock Option shall be the date the Stock Option is authorized by the Committee or a future date specified by the Committee as the date for issuing the Stock Option.

5.4 Medium and Time of Payment. The exercise price for each share purchased pursuant to a Stock Option granted under the Plan shall be payable in cash or, if the Committee consents or provides in the applicable stock option agreement or grant, in Mature Shares or other consideration substantially equivalent to cash. The time and terms of payment may be amended with the consent of a Participant before or after exercise of a Stock Option, provided that such amendment would not cause a Stock Option to become subject to Section 409A of the Code. The Committee may implement a program for the broker-assisted cashless exercise of Stock Options.

5.5 Stock Options Granted to 10% Shareholders. No Stock Option granted to any Participant who at the time of such grant owns, together with stock attributed to such Participant under Section 424(d) of the Code, more than 10% of the total combined voting power of all classes of stock of the Company or any of its Subsidiaries may be designated as an incentive stock option, unless such Stock Option provides an exercise price equal to at least 110% of the Market Value and the exercise of the Stock Option after the expiration of five years from the date of grant of the Stock Option is prohibited by its terms.

5.6 Limits on Exercisability. Except as set forth in *Section 5.5*, Stock Options shall be exercisable for such periods, not to exceed 10 years from the date of grant, as may be fixed by the Committee. At the time of exercise of a Stock Option, the holder of the Stock Option, if requested by the Committee, must represent to the Company that the shares are being acquired for investment and not with a view to the distribution thereof. The Committee may in its discretion require a Participant to continue the Participant's service with the Company or its Subsidiaries for a certain length of time prior to a Stock Option becoming exercisable and may eliminate such delayed vesting provisions.

5.7 Restrictions on Transferability.

(a) General. Unless the Committee otherwise consents or permits (before or after the stock option grant) or unless the stock option agreement or grant provides otherwise, Stock Options granted under the Plan may not be sold, exchanged, transferred, pledged, assigned or otherwise alienated or hypothecated except by will or the laws of descent and distribution, and, as a condition to any transfer permitted by the Committee or the terms of the stock option agreement or grant, the transferee must execute a written agreement permitting the Company to withhold from the shares subject to the Stock Option a number of shares having a Market Value at least equal to the amount of any federal, state or local withholding or other taxes associated with or resulting from the exercise of a Stock Option. All provisions of a Stock Option that are determined with reference to the Participant, including without limitation those that refer to the Participant's employment with the Company or its Subsidiaries, shall continue to be determined with reference to the Participant after any transfer of a Stock Option.

(b) Other Restrictions. The Committee may impose other restrictions on any shares of Common Stock acquired pursuant to the exercise of a Stock Option under the Plan as the Committee deems advisable, including, without limitation, holding periods or further transfer restrictions, forfeiture or "claw-back" provisions, and restrictions under applicable federal or state securities laws.

5.8 Termination of Employment or Cessation of Service. Unless the Committee otherwise consents or permits (before or after the stock option grant) or unless the stock option agreement or grant provides otherwise:

(a) General. If a Participant ceases to be a Director, Consultant or an Employee for any reason other than the Participant's death, Disability, Retirement (in the case of Employees only) or termination for Cause, the Participant may exercise his or her Stock Options in accordance with their terms for a period of three months after such termination of employment or cessation of service, but only to the extent the Participant was entitled to exercise the Stock Options on the date of termination or cessation.

(b) Death. If a Participant dies either while an Employee, Consultant or Director or after the termination of employment or cessation of service other than for Cause but during the time when the Participant could have exercised a Stock Option, the Stock Option issued to such Participant shall be exercisable in accordance with its terms by the personal representative of such Participant or other successor to the interest of the Participant for one year after the Participant's death, but only to the extent that the Participant was entitled to exercise the Stock Option on the date of death, termination of employment or cessation of service, whichever first occurred, and not beyond the original terms of the Stock Option.

(c) Disability. If a Participant ceases to be an Employee, Consultant or Director of the Company or one of its Subsidiaries due to the Participant's Disability, the Participant may exercise his or her Stock Options in accordance with their terms for one year following such termination of employment or cessation of service, but only to the extent that the Participant was entitled to exercise the Stock Options on the date of such event and not beyond the original terms of the Stock Options.

(d) Participant Retirement. If a Participant Retires as an Employee, Stock Options granted under the Plan to that Participant may be exercised in accordance with their terms during the remaining terms of the Stock Options.

(e) Termination for Cause. If a Participant's employment is terminated for Cause, a Consultant's services are terminated for Cause, or a Participant is removed as a Director for Cause, the Participant shall have no further right to exercise any Stock Options previously granted and all of the Participant's outstanding Stock Options shall automatically be forfeited and returned to the Company. The Committee or officers designated by the Committee shall have absolute discretion to determine whether a termination or removal is for Cause.

SECTION 6
STOCK APPRECIATION RIGHTS

6.1 Grant. A Participant may be granted one or more Stock Appreciation Rights under the Plan and such SARs shall be subject to such terms and conditions, consistent with the other provisions of the Plan, as shall be determined by the Committee in its sole discretion. A SAR may relate to a particular Stock Option and may be granted simultaneously with or subsequent to the Stock Option to which it relates. Except to the extent otherwise modified in the grant, (i) SARs not related to a Stock Option shall be granted subject to the same terms and conditions applicable to Stock Options as set forth in *Section 5*, and (ii) all SARs related to Stock Options granted under the Plan shall be granted subject to the same restrictions and conditions and shall have the same vesting, exercisability, forfeiture and termination provisions as the Stock Options to which they relate. SARs may be subject to additional restrictions and conditions. The per-share base price for exercise or settlement of SARs shall be determined by the Committee, but shall be a price that is equal to or greater than the Market Value of such shares. Other than as adjusted pursuant to Section 4.3, the base price of SARs may not be reduced without shareholder approval (including canceling previously awarded SARs and regranting them with a lower base price).

6.2 Exercise; Payment. To the extent a SAR relates to a Stock Option, the SAR may be exercised only when the related Stock Option could be exercised and only when the Market Value of the shares subject to the Stock Option exceed the exercise price of the Stock Option. When a Participant exercises such SARs, the Stock Options related to such SARs shall automatically be cancelled with respect to an equal number of underlying shares. Unless the Committee decides otherwise (in its sole discretion), SARs shall only be paid in cash or in shares of Common Stock. For purposes of determining the number of shares available under the Plan, each Stock Appreciation Right shall count as one share of Common Stock, without regard to the number of shares, if any, that are issued upon the exercise of the Stock Appreciation Right and upon such payment.

SECTION 7
RESTRICTED STOCK AND RESTRICTED STOCK UNITS

7.1 Grant. Subject to the limitations set forth in *Sections 4.1* and *4.2* of the Plan, Restricted Stock and Restricted Stock Units may be granted to Participants under the Plan. Shares of Restricted Stock are shares of Common Stock the retention, vesting and/or transferability of which is subject, during specified periods of time, to such conditions (including continued employment and/or achievement of one or more performance goals established by the Committee pursuant to *Section 10*) and terms as the Committee deems appropriate, but in no case shall the Committee provide for any deferral of compensation after such conditions and terms are satisfied. Restricted Stock Units are Incentive Awards denominated in units of Common Stock under which the issuance of shares of Common Stock is subject to such conditions (including continued employment and/or achievement of one or more performance goals established by the Committee pursuant to *Section 10*) and terms as the Committee deems appropriate. For purposes of determining the number of shares available under the Plan, each Restricted Stock Unit shall count as the number of shares of Common Stock subject to the Restricted Stock Unit. Unless determined otherwise by the Committee, each Restricted Stock Unit shall be equal to one share of Common Stock and shall entitle a Participant to either shares of Common Stock or an amount of cash determined with reference to the value of shares of Common Stock. To the extent determined by the Committee, Restricted Stock and Restricted Stock Units may be satisfied or settled in cash, in shares of Common Stock or in a combination thereof. Restricted Stock Units shall be settled no later than the 15th day of the third month after the Restricted Stock Units vest. Restricted Stock and Restricted Stock Units granted pursuant to the Plan need not be identical but shall be consistent with the terms of the Plan. Subject to the requirements of applicable law, the Committee shall determine the price, if any, at which awards of Restricted Stock or Restricted Stock Units, or shares of Common Stock issuable pursuant to Restricted Stock Unit awards, shall be sold or awarded to a Participant, which may vary from time to time and among Participants.

7.2 Restricted Stock Agreements. Awards of Restricted Stock and Restricted Stock Units shall be evidenced by restricted stock or restricted stock unit agreements or certificates of award containing such terms and conditions, consistent with the provisions of the Plan, as the Committee shall from time to time determine. Shares of Restricted Stock not evidenced by a certificate shall be recorded in "book entry" form in the Company's stock records. Unless the restricted stock or restricted stock unit agreement or certificate of award provides otherwise, awards of Restricted Stock and Restricted Stock Units shall be subject to the terms and conditions set forth in this *Section 7*.

7.3 Vesting. The grant, issuance, retention and vesting of shares of Restricted Stock and Restricted Stock Units and the settlement of Restricted Stock Units shall occur at such time and in such installments as determined by the Committee or under criteria established by the Committee. The Committee shall have the right to make the timing of the grant and/or issuance of, the ability to retain and the vesting and/or the settlement of Restricted Stock Units and shares of Restricted Stock subject to continued employment, passage of time and/or Performance Measures as deemed appropriate by the Committee. In no event shall the grant, issuance, retention, vesting or settlement of shares of Restricted Stock or Restricted Stock Units that is based on Performance Measures or a level of achievement measured against Performance Measures be subject to a performance period of less than one year. No condition that is based upon continued employment or the passage of time shall provide for vesting or settlement in full of Restricted Stock or Restricted Stock Units over a period of less than one (1) year from the date the Award is made, other than as a result of or upon the death, Disability or Retirement of the Participant or a Change in Control.

7.4 Termination of Employment or Directorship Status. Unless the Committee otherwise consents or permits (before or after the grant or Restricted Stock or Restricted Stock Units) or unless the restricted stock or restricted stock unit agreement or grant provides otherwise:

(a) General. Except as set forth in *Section 7.4(b)* below, if a Participant ceases to be a Director, Consultant or Employee during the Restricted Period, the Participant shall have no further right to retain or receive any Restricted Stock or Restricted Stock Units and all Restricted Stock and Restricted Stock Units still subject to restrictions at the date of such termination shall automatically be forfeited and returned to the Company.

(b) Death, Retirement or Disability. If (i) a Participant's employment or service with the Company is terminated because of death, Disability or (in the case of Employees only) Retirement during the Restricted Period, or (ii) the Company terminates a Participant's employment or service other than for Cause, then all restrictions remaining on any or all shares of Restricted Stock and Restricted Stock Units shall terminate automatically with respect to that respective number of such shares or Restricted Stock Units (rounded to the nearest whole number) equal to the respective total number of such shares or Restricted Stock Units granted to such Participant multiplied by the number of full months that have elapsed since the date of grant divided by the total number of full months in the respective Restricted Period. All remaining shares of Restricted Stock and Restricted Stock Units shall be forfeited and returned to the Company. The Committee may, in its sole discretion, waive the restrictions remaining on and forfeiture of any or all such remaining shares of Restricted Stock and Restricted Stock Units either before or after the death, Disability or Retirement of the Participant. Any termination of a Participant because of Disability shall be deemed a termination by the Participant.

7.5 Restrictions on Transferability.

(a) General. Unless the Committee otherwise consents or permits or unless the terms of the restricted stock or restricted stock unit agreement or grant provide otherwise: (i) neither shares of Restricted Stock nor Restricted Stock Units may be sold, exchanged, transferred, pledged, assigned or otherwise alienated or hypothecated during the Restricted Period except by will or the laws of descent and distribution; and (ii) all rights with respect to Restricted Stock and Restricted Stock Units granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant or his or her guardian or legal representative.

(b) Other Restrictions. The Committee may impose other restrictions on any shares of Common Stock acquired pursuant to an award of Restricted Stock or issuable pursuant to Restricted Stock Unit awards under the Plan as the Committee considers advisable, including, without limitation, holding periods or further transfer restrictions, forfeiture or "claw-back" provisions, and restrictions under applicable federal or state securities laws.

7.6 Legending of Restricted Stock. In addition to any other legend that may be set forth on a Participant's share certificate, any certificates evidencing shares of Restricted Stock awarded pursuant to the Plan shall bear the following legend:

> The shares represented by this certificate were issued subject to certain restrictions under the Bank of George 2016 Equity Incentive Plan (the "Plan"). This certificate is held subject to the terms and conditions contained in a restricted stock agreement that includes a prohibition against the sale or transfer of the stock represented by this certificate except in compliance with that agreement and that provides for forfeiture upon certain events. Copies of the Plan and the restricted stock agreement are on file in the office of the Secretary of the Company.

The Committee may require that certificates representing shares of Restricted Stock be retained and held in escrow by a designated employee or agent of the Company or any Subsidiary until any restrictions applicable to shares of Restricted Stock so retained have been satisfied or lapsed.

7.7 Rights as a Shareholder. A Participant shall have all dividend, liquidation and other rights with respect to Restricted Stock held of record by such Participant as if the Participant held unrestricted Common Stock; *provided,* that the unvested portion of any award of Restricted Stock shall be subject to any restrictions on transferability or risks of forfeiture imposed pursuant to this *Section 7* and the terms and conditions set forth in the Participant's restricted stock agreement. Unless the Committee otherwise determines or unless the terms of the applicable restricted stock unit agreement or grant provide otherwise, a Participant shall have all dividend and liquidation rights with respect to shares of Common Stock subject to awards of Restricted Stock Units held by such Participant as if the Participant held unrestricted Common Stock. Unless the Committee determines otherwise or unless the terms of the applicable restricted stock or restricted stock unit agreement or grant provide otherwise, any noncash dividends or distributions paid with respect to shares of unvested Restricted Stock and shares of Common Stock subject to unvested Restricted Stock Units shall be subject to the same restrictions and vesting schedule as the shares to which such dividends or distributions relate. Any dividend payment with respect to Restricted Stock or Common Stock subject to awards of Restricted Stock Units shall be made no later than the end of the calendar year in which the dividends are paid to shareholders, or, if later, the 15th day of the third month following the date the dividends are paid to shareholders.

7.8 Voting Rights. Unless otherwise determined by the Committee, Participants holding shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those shares during the Restricted Period. Participants shall have no voting rights with respect to shares of Common Stock underlying Restricted Stock Units unless and until such shares are issued and outstanding shares on the Company's stock ledger.

SECTION 8
STOCK-BASED AWARDS

8.1 Grant. Subject to the limitations set forth in *Sections 4.1* and *4.2* of the Plan, in addition to any Stock Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units that a Participant may be granted under the Plan, a Participant may be granted one or more other types of awards based on or related to shares of Common Stock (including the grant of Stock Awards). Such awards shall be subject to such terms and conditions, consistent with the other provisions of the Plan, as may be determined by the Committee in its sole discretion, but in no case shall the Committee provide for any deferral of compensation after such conditions and terms are satisfied. Notwithstanding the previous sentence, Stock Awards shall be settled no later than the 15th day of the third month after the awards vest. Such awards shall be expressed in terms of shares of Common Stock or denominated in units of Common Stock. For purposes of determining the number of shares available under the Plan, each such unit shall count as the number of shares of Common Stock to which it relates.

8.2 Rights as a Shareholder.

(a) Stock Awards. A Participant shall have all voting, dividend, liquidation and other rights with respect to shares of Common Stock issued to the Participant as a Stock Award under this *Section 8* upon the Participant becoming the holder of record of the Common Stock granted pursuant to such Stock Award; *provided*, that the Committee may impose such restrictions on the assignment or transfer of Common Stock awarded pursuant to a Stock Award as it considers appropriate. Any dividend payment with respect to a Stock Award shall be made no later than the end of the calendar year in which the dividends are paid to shareholders, or, if later, the 15th day of the third month following the date the dividends are paid to shareholders.

(b) General. With respect to shares of Common Stock subject to awards granted under the Plan other than Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units and Stock Awards, a Participant shall have such rights as determined by the Committee and set forth in the respective award agreements; and the Committee may impose such restrictions on the assignment or transfer of Common Stock awarded pursuant to such awards as it considers appropriate.

SECTION 9
CHANGE IN CONTROL

9.1 Effect of Change in Control on Incentive Awards. Subject to the requirements and limitations of Section 409A of the Code, if applicable, the Committee or the Board may provide for any one or more of the following:

(a) **Accelerated Vesting**. In its discretion, the Committee or the Board may provide in the grant of any Incentive Award or at any other time may take such action as it deems appropriate to provide for acceleration of the exercisability and/or vesting in connection with a Change in Control of each or any outstanding Incentive Award or portion thereof and shares acquired pursuant thereto upon such conditions, including Termination of such Participant's employment or service prior to, upon, or following such Change in Control, and to such extent as the Committee or the Board shall determine.

(b) **Assumption, Continuation or Substitution of Awards**. In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the "**Acquiror**"), may, without the consent of any Participant, assume or continue the Company's rights and obligations under each or any Incentive Award or portion thereof outstanding immediately prior to the Change in Control or substitute for each or any such outstanding Incentive Award or portion thereof a substantially equivalent award with respect to the Acquiror's stock. For purposes of this Section, if so determined by the Committee or the Board, in its discretion, an Incentive Award or any portion thereof shall be deemed assumed if, following the Change in Control, the Incentive Award confers the right to receive, subject to the terms and conditions of the Plan and the applicable Incentive Award agreement, for each share of Common Stock subject to such portion of the Award immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a share of Common Stock on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if such consideration is not solely common stock of the Acquiror, the Committee or the Board may, with the consent of the Acquiror, provide for the consideration to be received upon the exercise of the Incentive Award for each share of Common Stock to consist solely of common stock of the Acquiror equal in Market Value to the per share consideration received by holders of Common Stock pursuant to the Change in Control. If any portion of such consideration may be received by holders of Common Stock pursuant to the Change in Control on a contingent or delayed basis, the Committee or the Board may, in its discretion, determine such Market Value per share as of the time of the Change in Control on the basis of the Committee's or the Board's good faith estimate of the present value of the probable future payment of such consideration. Any Incentive Award or portion thereof which is neither assumed or continued by the Acquiror in connection with the Change in Control nor exercised as of the time of consummation of the Change in Control shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control. Notwithstanding the foregoing, shares acquired upon exercise of an Incentive Award prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such shares shall continue to be subject to all applicable provisions of the Incentive Award agreement evidencing such Incentive Award except as otherwise provided in such Incentive Award agreement.

(c) **Cash Payment for Stock Options and Stock Appreciation Rights.** The Committee or the Board may, in its discretion and without the consent of any Participant, determine that, upon the occurrence of a Change in Control, each or any Incentive Award or portion thereof outstanding immediately prior to the Change in Control and not previously exercised or settled shall be canceled in exchange for a payment with respect to each vested share (and each unvested share, if so determined by the Committee or the Board) of Common Stock subject to such canceled Incentive Award in (i) cash, (ii) stock of the Company or of a corporation or other business entity a party to the Change in Control, or (iii) other property which, in any such case, shall be in an amount having a Market Value equal to the Market Value of the consideration to be paid per share of Common Stock in the Change in Control, reduced (but not below zero) by the exercise or purchase price per share, if any, under such Incentive Award. If any portion of such consideration may be received by holders of Common Stock pursuant to the Change in Control on a contingent or delayed basis, the Committee or the Board may, in its sole discretion, determine such Market Value per share as of the time of the Change in Control on the basis of the Committee's or the Board's good faith estimate of the present value of the probable amount of future payment of such consideration. In the event such determination is made by the Committee or the Board, an Incentive Award having an exercise or purchase price per share equal to or greater than the Market Value of the consideration to be paid per share of Common Stock in the Change in Control may be canceled without payment of consideration to the holder thereof. Payment pursuant to this Section (reduced by applicable withholding taxes, if any) shall be made to Participants in respect of the vested portions of their canceled Incentive Awards as soon as practicable following the date of the Change in Control and in respect of the unvested portions of their canceled Incentive Awards in accordance with the vesting schedules applicable to such Incentive Awards.

SECTION 10
PERFORMANCE MEASURES

10.1 Performance Measures. Unless and until the Committee proposes for shareholder vote and the shareholders approve a change in the general Performance Measures set forth in this *Section 10*, the performance goals upon which the payment or vesting of an Incentive Award to a Covered Employee that is intended to qualify as Performance-Based Compensation may be based shall be limited to, but may not necessarily include all of, the following Performance Measures:

(a) Net income (before or after taxes, interest, depreciation, and/or amortization);
(b) Net income per share;
(c) Return on equity;
(d) Cash earnings;
(e) Cash earnings per share (reflecting dilution of the Common Stock as the Committee deems appropriate and, if the Committee so determines, net of or including dividends);
(f) Cash earnings return on equity;
(g) Operating income;
(h) Operating income per share;
(i) Operating income return on equity;
(j) Return on assets;
(k) Cash flow;
(l) Cash flow return on capital;
(m) Return on capital;
(n) Productivity ratios;
(o) Share price (including without limitation growth measures, total shareholder return or comparison to indices);
(p) Expense or cost levels;
(q) Margins;
(r) Customer satisfaction, satisfaction based on specified objective goals or a Company-sponsored customer survey;
(s) Audit and Examination performance;
(t) Economic value added measurements; and
(u) Market share or market penetration with respect to specific designated products or services, product or service groups and/or specific geographic areas;

One or more Performance Measures may be used to measure the performance of one or more of the Company, its Subsidiaries, its Affiliates or any combination of the foregoing, compared to predetermined levels, as the Committee may deem appropriate, or compared to the performance of a pre-established peer group, or published or special index that the Committee, in its sole discretion, deems appropriate. The Committee also has the authority to provide for accelerated vesting of any Incentive Award based on the achievement of performance goals pursuant to the Performance Measures specified in this *Section 10*.

10.2 Evaluation of Performance. The Committee may provide in any such Incentive Award that any evaluation of Performance may include or exclude any of the following events or their effects that occurs during a Performance Period: (a) asset write-downs, (b) litigation or claim judgments or settlements, (c) changes in tax laws, accounting principles, or other laws or provisions affecting reported results, (d) any reorganization and restructuring programs, (e) extraordinary nonrecurring items as described in Financial Accounting Standards Board ("FASB") *Accounting Standards Codification* ("ASC") 225-20 "Extraordinary and Unusual Items" and/or in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to shareholders for the applicable fiscal year, (f) acquisitions, mergers, divestitures or accounting changes, (g) amortization of goodwill or other intangible assets, (h) discontinued operations, and (i) other special charges or extraordinary items.

To the extent such inclusions or exclusions affect Incentive Awards to Covered Employees, they shall be prescribed in a form that meets the requirements of Section 162(m) of the Code for deductibility.

10.3 Committee Discretion. In the event that applicable tax laws, securities laws, or both, change to permit Committee discretion to alter the governing Performance Measures without obtaining shareholder approval of such changes, the Committee shall have sole discretion to make such changes without obtaining shareholder approval. In addition, in the event that the Committee determines that it is advisable to grant Incentive Awards that shall not qualify as Performance-Based Compensation, the Committee may make such grants without satisfying the requirements of Section 162(m) of the Code and may base vesting on Performance Measures other than those set forth in *Section 10.1*.

10.4 Adjustment of Performance-Based Compensation. Incentive Awards that are designed to qualify as Performance-Based Compensation, and that are held by Covered Employees, may not be increased or adjusted upward. The Committee shall retain the discretion to decrease or adjust such Incentive Awards downward, and such Incentive Awards may be forfeited in whole or in part.

10.5 Performance-Based Compensation Conditioned on Performance. Payment of Performance-Based Compensation to a Participant for a Performance Period under this Plan shall be entirely contingent upon achievement of the performance goals established by the Committee pursuant to this *Section 10*, the satisfaction of which must be substantially uncertain when established by the Committee for the Performance Period.

10.6 Time of Determination of Performance Goals by Committee. All performance goals to be made by the Committee for a Performance Period pursuant to this *Section 10* shall be established in writing by the Committee during the first 90 days of such Performance Period and before 25% of the Performance Period has elapsed.

10.7 Section 162(m) Purpose. It is intended that the Plan may provide performance-based compensation under Section 162(m) of the Code, and the Plan shall be interpreted, administered and amended if necessary to achieve that purpose.

10.8 Objective Standards. Performance-Based Compensation shall be based solely upon objective criteria, consistent with this *Section 10*, from which an independent third party with knowledge of the facts could determine whether the performance goal or range of goals is met and from that determination could calculate the Performance-Based Compensation to be paid. Although the Committee has authority to exercise reasonable discretion to interpret this Plan and the criteria it shall specify pursuant to this *Section 10* of the Plan, it may not amend or waive such criteria after the 90th day of the respective Performance Period. The Committee shall have no authority or discretion to increase any Performance-Based Compensation or to construct, modify or apply the measurement of a Participant's Performance in a manner that will directly or indirectly increase the Performance-Based Compensation for the Participant for any Performance Period above the amount determined by the applicable objective standards established within the time period set forth in *Section 10.6*.

SECTION 11
GENERAL PROVISIONS

11.1 No Rights to Incentive Awards. No Participant or other person shall have any claim to be granted any Incentive Award under the Plan and there is no obligation of uniformity of treatment of Participants or holders or beneficiaries of Incentive Awards under the Plan. The terms and conditions of Incentive Awards of the same type and the determination of the Committee to grant a waiver or modification of any Incentive Award and the terms and conditions thereof need not be the same with respect to each Participant or the same Participant.

11.2 Withholding. The Company or a Subsidiary shall be entitled to: (a) withhold and deduct from future wages of a Participant (or from other amounts that may be due and owing to a Participant from the Company or a Subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, local and other withholding and employment-related tax requirements attributable to an Incentive Award, including, without limitation, taxes on income deemed to be recognized as a result of grant, exercise or vesting of, or payment of dividends with respect to, an Incentive Award or a disqualifying disposition of Common Stock received upon exercise of an incentive stock option; or (b) require a Participant promptly to remit the amount of such withholding to the Company before taking any action with respect to an Incentive Award. Unless the Committee determines otherwise, withholding may be satisfied by withholding Common Stock to be received upon exercise or vesting of an Incentive Award or by delivery to the Company of previously owned Common Stock. The Company may establish such rules and procedures concerning timing of any withholding election as it deems appropriate. In addition, the Company may reasonably delay the issuance or delivery of shares of Common Stock pursuant to an Incentive Award as it determines appropriate to address tax withholding and other administrative matters.

11.3 Compliance with Laws; Listing and Registration of Shares. All Incentive Awards granted under the Plan (and all issuances of Common Stock or other securities under the Plan) shall be subject to all applicable laws, rules and regulations, and to the requirement that if at any time the Committee shall determine, in its discretion, that the listing, registration or qualification of the shares covered thereby upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the grant of such Incentive Award or the issuance or purchase of shares thereunder, such Incentive Award may not be exercised in whole or in part, or the restrictions on such Incentive Award shall not lapse, unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

11.4 No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Subsidiary from adopting, continuing in effect or discontinuing other or additional compensation arrangements, including the grant of Stock Options and other stock-based and stock-related awards, and such arrangements may be either generally applicable or applicable only in specific cases.

11.5 No Right to Employment. The grant of an Incentive Award shall not be construed as giving a Participant the right to be retained as an Employee, Consultant or Director of the Company or any Subsidiary. The Company or any Subsidiary may at any time dismiss a Participant from employment, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any written agreement with the Participant.

11.6 No Liability of Company. The Company and any Subsidiary or Affiliate which is in existence or hereafter comes into existence shall not be liable to a Participant or any other person as to: (a) the non-issuance or non-sale of Common Stock as to which the Company has been unable to obtain from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any shares hereunder; (b) any tax consequence to any Participant or other person due to the receipt, exercise or settlement of any Incentive Award granted hereunder; and (c) any provision of law or legal restriction that prohibits or restricts the transfer of shares of Common Stock issued pursuant to any Incentive Award.

11.7 Suspension of Rights under Incentive Awards. The Company, by written notice to a Participant, may suspend a Participant's and any transferee's rights under any Incentive Award for a period not to exceed 60 days while the termination for Cause of that Participant's employment or service with the Company and its Subsidiaries is under consideration or while the removal for Cause of the Participant as a Director is under consideration.

11.8 Governing Law. The validity, construction and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Nevada and applicable federal law.

11.9 Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of the Plan and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included, unless such construction would cause the Plan to fail in its essential purposes.

SECTION 12
TERMINATION AND AMENDMENT

12.1 Board and Committee Actions. The Board may terminate the Plan at any time or may from time to time amend or alter the Plan or any aspect of it; *provided*, that no such amendment may be made, without the approval of shareholders of the Company, that would (i) except as provided in *Section 4.3*, reduce the exercise price at which Stock Options, or the base price at which Stock Appreciation Rights, may be granted below the prices provided for in *Sections 5.3* and *6.1*, respectively, (ii) except as provided in *Section 4.3*, reduce the exercise price of outstanding Stock Options or the base price of outstanding Stock Appreciation Rights, (iii) increase the individual maximum limits in *Section 4.2*, or (iv) otherwise amend the Plan in any manner requiring shareholder approval by law or under listing requirements or other applicable rules of a nationally recognized stock exchange.

12.2 No Impairment. Notwithstanding anything to the contrary in *Section 12.1*, no such amendment or alteration to the Plan or to any previously granted award agreement or Incentive Award shall be made which would impair the rights of the holder of the Incentive Award, without such holder's consent; *provided*, that no such consent shall be required if the Committee determines in its sole discretion and prior to the date of any Change in Control that such amendment or alteration either is required or advisable in order for the Company, the Plan or the Incentive Award to satisfy any law or regulation or to meet the requirements of or avoid adverse tax or financial accounting consequences under any tax or accounting standard, law or regulation.

SECTION 13
EFFECTIVE DATE AND DURATION OF THE PLAN

The Plan shall take effect March 22, 2016, the date that it was approved by the Board of Directors, and is subject to approval of the shareholders of the Company within twelve months after the date of adoption by the Board. Unless earlier terminated by the Board of Directors, no Incentive Award shall be granted under the Plan after March 22, 2026.

EXHIBIT 10.3



FIRST AMENDMENT TO 2016 EQUITY INCENTIVE PLAN
(AS ADOPTED AND EFFECTIVE THE BOARD OF DIRECTORS ON April 27, 2021)
(APPROVED BY SHAREHOLDERS APRIL 29, 2021)

This First Amendment to THE 2016 Equity Incentive Plan is dated as of April 29, 2021 (the "*Amendment"*) to comply with the voting results of Proposal Number 2 from the Annual Meeting of Stockholders of GBank Financial Holdings, Inc., a Nevada corporation (the "*Company"*) held on April 29, 2021 held virtually for the health and well-being of the shareholders, directors, officers and employees of the Company (the "*Plan*").

l. Section 4.1. Section 4.1 of the Plan is hereby amended to change the number of shares authorized under the Plan from 250,000 shares to 500,000 shares.

2. Reference to Plan. After the date of this Amendment, any reference to the Plan shall mean the Plan as amended by this Amendment.

3. Full Force and Effect. Except as expressly modified by this Amendment, the Plan is unmodified and this Amendment shall not impair the full force and effect of the Plan.

4. Conflicts. To the extent that any of the terms herein conflict with the Plan, this Amendment shall control

IN WITNESS WHEREOF, the undersigned the duly elected and appointed secretary of the Company has executed this Amendment as of the date written above and direct that it be filed with the corporate records of the Company.

_____
Michael C. Voinovich, Secretary

EXHIBIT 10.4



SECOND AMENDMENT TO 2016 EQUITY INCENTIVE PLAN
AS ADOPTED BY THE BOARD OF DIRECTORS ON MARCH 30, 2023
AS APPROVED BY SHAREHOLDERS MAY 9, 2023

This Second Amendment to The 2016 Equity Incentive Plan is dated as of May 9, 2023 (the *"Amendment"*) to comply with the voting results of Proposal Number 2 from the Annual Meeting of Shareholders of GBank Financial Holdings Inc., a Nevada corporation (the *"Company"*) held on May 9, 2023 (the "*Plan*").

1. Section 4.1. Section 4.1 of the Plan is hereby amended to change the number of shares authorized under the Plan from 500,000 shares to 1,000,000 shares.

2. Reference to Plan. After the date of this Amendment, any reference to the Plan shall mean the Plan as amended by this Amendment.

3. Full Force and Effect. Except as expressly modified by this Amendment, the Plan is unmodified and this Amendment shall not impair the full force and effect of the Plan.

4. Conflicts. To the extent that any of the terms herein conflict with the Plan, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned, the duly elected and appointed secretary of the Company, has executed this Amendment as of the date written above and directs that it be filed with the corporate records of the Company.

_____
Michael C. Voinovich
Secretary

EXHIBIT 10.5

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of October 8, 2024, by and among GBANK FINANCIAL HOLDINGS INC., a Nevada corporation (the "Company"), and the several purchasers signatory hereto (each a "Purchaser" and collectively, the "Purchasers").

This Agreement is made as part of that certain Subscription Agreement as of even date herewith , by and among the Company and each Purchaser and the Purchaser's right to review each of the Disclosure Documents.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Purchasers agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Subscription Agreement shall have the meanings given such terms in the Subscription Agreement. As used in this Agreement, the following terms shall have the following meanings:

"*Advisement*" shall have the meaning set forth in Section 7(d).

"*Affiliate*" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"*Agreement*" shall have the meaning set forth in the Preamble.

"*Availability Date*" shall have the meaning set forth in Section 4(m).

"*Business Day*" means a day, other than a Saturday or Sunday, on which banks in the city of Las Vegas are open for the general transaction of business.

"*Common Stock*" means the voting common stock of the Company, par value $0.0001 per share, and any securities into which such shares of common stock may hereinafter be reclassified.

"*Company*" shall have the meaning set forth in the Preamble.

"*Disclosure Documents*" shall have the meaning set forth in Section 2.a. of the Subscription Agreement.

"*Effective Date*" means, as applicable, the date that a Registration Statement filed pursuant to Section 2(a) is first declared effective by the Commission or otherwise becomes effective.

"*Effectiveness Deadline*" means the earlier of (a) the 270th calendar day following the Closing Date or (b) the fifth Trading Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review (and the Commission does not rescind such notice); *provided, that* if the applicable Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, such Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business.

"*Effectiveness Period*" shall have the meaning set forth in Section 2(b).

"*Event*" shall have the meaning set forth in Section 2(c).

"*Event Date*" shall have the meaning set forth in Section 2(c).

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Filing Deadline*" means the 180th calendar day following the Closing Date; *provided*, that if an applicable Filing Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, such Filing Deadline shall be extended to the next business day on which the Commission is open for business.

"*Holder*" or "Holders" means the holder or holders, as the case may be, from time to time of applicable Registrable Securities.

"*Indemnified Party*" shall have the meaning set forth in Section 6(c).

"*Indemnifying Party*" shall have the meaning set forth in Section 6(c).

"*Initial Registration Statement*" shall have the meaning set forth in Section 2(a).

"*Liquidated Damages*" shall have the meaning set forth in Section 2(c).

"*Losses*" shall have the meaning set forth in Section 6(a).

"*New Registration Statement*" shall have the meaning set forth in Section 2(a).

"*Opt-Out Notice*" shall have the meaning set forth in Section 2(g).

"*Person*" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization or governmental authority.

"*Piggyback Registration*" has the meaning set forth in Section 3(a).

"*Piggyback Stockholder*" has the meaning set forth in Section 3(a).

"*Principal Trading Market*" means the Trading Market on which the Common Stock is primarily listed or quoted for trading, which, as of the date of this Agreement, is the OTCQX.

"*Proceeding*" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"*Prospectus*" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"*Purchaser*" or "*Purchasers*" shall have the meaning set forth in the Preamble.

"*Registrable Securities*" means (a) all of the shares of Common Stock issued pursuant to the Subscription Agreement and (b) and any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to such Common Shares, provided, that the Holder has completed and delivered to the Company a Selling Stockholder Questionnaire; and provided, further, that such securities shall cease to be Registrable Securities upon the earliest to occur of the following: (A) a sale pursuant to a Registration Statement or Rule 144 under the Securities Act (in which case, only such securities sold shall cease to be a Registrable Security); (B) if such securities have ceased to be outstanding (in which case, only such securities that have ceased to be outstanding shall cease to be a Registrable Security); (C) if such securities have been sold in a private transaction in which the Holder's rights under this Agreement have not been assigned to the transferee (in which, case only such securities sold shall cease to be a Registrable Security); or (D) if such securities are eligible to be sold by the holder thereof pursuant to Rule 144 under the Securities Act without limitation, restriction or condition (including any current public information requirement) thereunder, other than limitations, restrictions or conditions that are applicable solely because the holder is, or has been during the prior three months, an Affiliate of the Company.

"*Registration Statements*" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation an Initial Registration Statement, a New Registration Statement, and any Remainder Registration Statements), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

"*Remainder Registration Statement*" shall have the meaning set forth in Section 2(a).

"*Rule 144*" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 415*" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 424*" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*SEC Guidance*" means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff and (ii) the Securities Act.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Selling Stockholder Questionnaire*" means a questionnaire in the form attached as Annex B hereto, or such other form of questionnaire as may reasonably be adopted by the Company from time to time.

"*Special Registration*" means the registration (a) in connection with any employee stock option or other benefit plan, (b) for an exchange offer, as part of a merger, consolidation or similar transaction or for an offering of securities solely to the Company's existing stockholders, (c) for an offering solely of debt that is not convertible into equity securities of the Company, or (d) for a dividend reinvestment plan.

"*Subscription Agreement*" shall mean the Subscription Agreement executed and delivered by the Purchaser and accepted by the Company.

"*Trading Day*" means a day on which the Common Stock is listed or quoted on its Principal Trading Market; provided, that in the event that the Common Stock is not listed or quoted on a Trading Market, then Trading Day shall mean a Business Day.

"*Trading Market*" means whichever of the NYSE, the NYSE Amex, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTCQX, OTCQB or Pink markets operated by OTCMarkets on which the Common Stock is listed or quoted for trading on the date in question.

2. Registration.

(a) On or prior to the Filing Deadline, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities not already covered by an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Company may reasonably determine (the "Initial Registration Statement"). The Initial Registration Statement shall be on a Form S-1 (or successor form) and shall contain (except if otherwise required pursuant to (i) written comments received from the Commission upon a review of such Registration Statement or (ii) a change in SEC Guidance), the "Plan of Distribution" section substantially in the form attached hereto as Annex A. Notwithstanding the registration obligations set forth in this Section 2, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission and/or (ii) withdraw the Initial Registration Statement and file a new registration statement (a "New Registration Statement"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S1 or such other form available to the Company to register for resale the Registrable Securities as a secondary offering; provided, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09. Notwithstanding any other provision of this Agreement and subject to the payment of Liquidated Damages in Section 2(c), if any SEC Guidance sets forth a limitation of the number of Registrable Securities or other shares of Common Stock permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used commercially reasonable efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), the number of Registrable Securities or other shares of Common Stock to be registered on such Registration Statement will be reduced on a pro rata basis among all Purchasers based on the amount of Registrable Securities then held by each such Purchaser. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on a Form S-1 or such other form available to the Company to register for resale those Registrable Securities that were not registered for resale in the Initial Registration Statement, as amended, or the New Registration Statement (the "Remainder Registration Statements"). No Holder shall be named as an "underwriter" in any Registration Statement without such Holder's prior written consent. Notwithstanding anything in this Agreement to the contrary, in the event (i) the Company includes securities in any Registration Statement other than Registrable Securities and (ii) the Commission requires the Company to cut back the number of securities included in such Registration Statement in order for the offering pursuant to such Registration Statement to be deemed a secondary offering, or for any other reason, first, such other securities shall be cut back in full prior to any cutback of any Registrable Securities.

(b) The Company shall use its commercially reasonable efforts to cause each applicable Registration Statement to become or be made or declared effective by the Commission as soon as practicable and, with respect to an Initial Registration Statement or New Registration Statement, as applicable, no later than the applicable Effectiveness Deadline, and shall use its commercially reasonable efforts to keep each such Registration Statement continuously effective under the Securities Act until the earlier of (i) such time as all of the Registrable Securities covered by such Registration Statement have been sold by the Holders or (ii) the fourth anniversary of the Effective Date (as applicable, the "Effectiveness Period"). Unless a Registration Statement otherwise becomes effective without being made or declared effective by the Commission, the Company shall request effectiveness of the Registration Statement as of 5:00 p.m. New York time on a Trading Day. The Company shall promptly notify the Holders via e-mail of a ".pdf" format data file of the effectiveness of a Registration Statement within one (1) Business Day of the applicable Effective Date. Unless a final Prospectus is included in a Registration Statement at the time the Registration Statement becomes effective, the Company shall, by 9:30 a.m. New York time on the first Trading Day after the applicable Effective Date, file a final Prospectus with the Commission, as required by Rule 424(b).

(c) If: (i) the Initial Registration Statement is not filed with the Commission on or prior to the applicable Filing Deadline, (ii) the Initial Registration Statement or the New Registration Statement, as applicable, is not made or declared effective by the Commission (or otherwise does not become effective) for any reason on or prior to the applicable Effectiveness Deadline, or (iii) after its Effective Date, (A) such Registration Statement ceases for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), to remain continuously effective as to all Registrable Securities for which it is required to be effective or (B) the applicable Holders are not permitted to utilize the Prospectus therein to resell such Registrable Securities, in the case of (A) and (B) other than during an Allowable Grace Period (as defined in Section 2(e) of this Agreement), (iv) a Grace Period (as defined in Section 2(e) of this Agreement) exceeds the length of an Allowable Grace Period, or (v) after the date 12 months following the Closing Date, and only in the event a Registration Statement is not effective or available to sell all applicable Registrable Securities, the Company fails to file with the SEC any required reports under Section 13 or 15(d) of the 1934 Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable), as a result of which the Holders who are not affiliates are unable to sell Registrable Securities without restriction under Rule 144 (any such failure or breach in clauses (i) through (v) above being referred to as an "Event," and, for purposes of clauses (i), (ii), (iii) or (v), the date on which such Event occurs, or for purposes of clause (iv) the date on which such Allowable Grace Period is exceeded, being referred to as an "Event Date"), then in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder, as each Holder's sole and exclusive remedy, an amount in cash, as liquidated damages and not as a penalty ("Liquidated Damages"), equal to 1.0% of the aggregate purchase price paid by such Holder pursuant to the Subscription Agreement for any such Registrable Securities held by such Holder, with respect to which a Registration Statement is not effective or available to sell such Registrable Securities, on the Event Date. The parties agree that notwithstanding anything to the contrary herein, no Liquidated Damages shall be payable (i) if as of the relevant Event Date (or the relevant monthly anniversary thereof, if applicable), the Registrable Securities (A) may be sold by non-Affiliates of the Company without volume or manner of sale restrictions under Rule 144 and the Company is in compliance with the current public information requirements under Rule 144(c)(1) (or Rule 144(i)(2), if applicable) or (B) may be sold by non-Affiliates of the Company without volume or manner of sale restrictions under Rule 144 and without the requirement for the Company to be in compliance with the current public information requirements under Rule 144(c)(1) (or Rule 144(i)(2), if applicable), as determined by counsel to the Company pursuant to a written opinion letter to such effect, addressed and reasonably acceptable to the Company's transfer agent or (ii) with respect to any period after the expiration of the Effectiveness Period (it being understood that this sentence shall not relieve the Company of any Liquidated Damages accruing prior to the expiration of the Effectiveness Period). If the Company fails to pay any Liquidated Damages pursuant to this Section 2(c) in full within five (5) Business Days after the date payable, the Company will pay interest thereon at a rate of 1.0% per month (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such Liquidated Damages are due until such amounts, plus all such interest thereon, are paid in full. The Liquidated Damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of a month prior to the cure of an Event, except in the case of the first Event Date. The applicable Effectiveness Deadline for a Registration Statement shall be extended without default or Liquidated Damages hereunder in the event that the Company's failure to obtain the effectiveness of the Registration Statement on a timely basis results solely from the failure of a Purchaser to timely provide the Company with information requested by the Company and necessary to complete the Registration Statement in accordance with the requirements of the Securities Act (in which case the Effectiveness Deadline with respect to such Purchaser would be extended with respect to Registrable Securities held by such Purchaser).

(d) Each Holder agrees to furnish to the Company a completed Selling Stockholder Questionnaire not more than ten (10) Trading Days following a written request from the Company. At least five (5) Trading Days prior to the filing date of the Initial Registration Statement, the Company will notify each Holder of the information the Company reasonably requires from that Holder other than the information contained in the Selling Stockholder Questionnaire, if any, which shall be completed and delivered to the Company promptly upon request and, in any event, within two (2) Trading Days following such request. Each Holder further agrees that it shall not be entitled to be named as a selling securityholder in the Registration Statement or use the Prospectus for offers and resales of Registrable Securities at any time, unless such Holder has returned to the Company a completed and signed Selling Stockholder Questionnaire and a response to any requests for further information as described in the previous sentence. If a Holder of Registrable Securities returns a Selling Stockholder Questionnaire or a request for further information, in either case, after its respective deadline, the Company shall use its commercially reasonable efforts at the expense of the Holder who failed to return the Selling Stockholder Questionnaire or to respond for further information to take such actions as are required to name such Holder as a selling security holder in the Registration Statement or any pre-effective or post-effective amendment thereto and to include (to the extent not theretofore included) in the Registration Statement the Registrable Securities identified in such late Selling Stockholder Questionnaire or request for further information. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this Section 2(d) will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

(e) Notwithstanding anything to the contrary herein, at any time after the Registration Statement has been made or declared effective by the Commission (or otherwise becomes effective), the Company may delay the public disclosure of material non-public information concerning the Company if the disclosure of such information at the time is not, in the good faith judgment of the Company, in the best interests of the Company (a "Grace Period"); provided, the Company shall promptly (i) notify the Holders in writing of the existence of material non-public information giving rise to a Grace Period (which notice shall not contain material non-public information and which notice shall not subject the Holders to any duty of confidentiality) or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, (ii) use commercially reasonable efforts to terminate a Grace Period as promptly as practicable and (iii) notify the Holders in writing of the date on which the Grace Period ends; provided, further, that no single Grace Period shall exceed thirty (30) consecutive days, and during any three hundred sixty-five (365) day period, the aggregate of all Grace Periods shall not exceed an aggregate of sixty (75) days (each Grace Period complying with this provision being an "Allowable Grace Period"). For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Holders receive the notice referred to in clause (i) above and shall end on and include the later of the date the Holders receive the notice referred to in clause (iii) above and the date referred to in such notice; *provided*, that no Grace Period shall be longer than an Allowable Grace Period.

(f) Reserved.

(g) Each Holder may deliver written notice (an "Opt-Out Notice") to the Company requesting that such Holder not receive notices from the Company otherwise required by this Agreement; provided, however, that such Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), (a) the Company shall not deliver any notices pursuant to this Agreement to such Holder and such Holder shall no longer be entitled to the rights associated with any such notice and (b) each time prior to such Holder's intended use of an effective Registration Statement, such Holder will notify the Company in writing at least two (2) Business Days in advance of such intended use, and if a notice of an Allowable Grace Period was previously delivered (or would have been delivered but for the provisions of this Section 2(g)) and the related suspension period remains in effect, the Company will so notify such Holder, within one (1) Business Day of such Holder's notification to the Company, by delivering to such Holder a copy of such previous notice of an Allowable Grace Period, and thereafter will provide such Holder with the related notice of the conclusion of such Allowable Grace Period immediately upon the conclusion thereof (which notices shall not contain any material non-public information concerning the Company or subject such Holder to any duty of confidentiality).

3. Piggyback Registration.

(a) If, at any time after the Filing Deadline, the Company proposes or is required to file a registration statement under the Securities Act with respect to an offering of Common Stock or similar common equity securities of the Company (other than an at-the-market offering), whether or not for its own account or for the account of one or more securityholders of the Company, on a form and in a manner that would permit registration of the Registrable Securities, which shall exclude any Special Registration, the Company shall give written notice as promptly as practicable, but not later than ten (10) days prior to the anticipated date of filing of such Registration Statement, or in the case of a shelf take-down, no later than five (5) days prior to the anticipated take-down, to the Holders of its intention to effect such registration or shelf take-down and, in the case of each Holder, shall include in such registration or take-down all of such Holder's Registrable Securities (subject to Section 3(b)) with respect to which the Company has received a written request from such Holder for inclusion therein within three (3) days after the Company's notice is given to such Holder (a "Piggyback Registration" and any such requesting Holder that has not withdrawn its Registrable Securities from such Piggyback Registration, a "Piggyback Stockholder" with respect to such Piggyback Registration). If a Piggyback Registration under this section is proposed to be underwritten, the Company shall so advise the Holders as a part of the written notice given pursuant to this Section 3(a). In the event that a Holder makes such written request, such Holder may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter(s), if any, at any time at least two (2) Business Days prior to the effective date of the Registration Statement relating to such Piggyback Registration or the date of the launch of the shelf takedown. The Company may postpone (provided that Piggyback Stockholders are given the option to withdraw their Registrable Securities from such postponed Piggyback Registration), terminate or withdraw any Piggyback Registration under this Section 3(a), whether or not any Holder has elected to include Registrable Securities in such registration. No Piggyback Registration shall count as an Underwritten Offering to which the Holders are entitled.

(b) Priority of Securities Offered Pursuant to Piggyback Registration. If the managing underwriter(s) of a registration of shares of Common Stock giving rise to a right to Piggyback Registration shall advise the Company and the Piggyback Stockholders with respect to such Piggyback Registration in writing that, in its good faith opinion, the total number or dollar amount of shares of Common Stock proposed to be sold in such offering and Registrable Securities requested by such Piggyback Stockholders to be included therein, in the aggregate, exceeds the number or dollar amount that can be sold in such offering without having an adverse effect on such offering, including the price at which such shares can be sold, then the Company shall include in such registration the maximum number of shares that such underwriter advises can be so sold without having such adverse effect, allocated, if the Piggyback Registration is initiated as an underwritten:

(i) primary offering for the account of the Company: (x) first, to shares of Common Stock to be included by the Company, (y) second, if subclause (x) above is satisfied, among the Registrable Securities requested to be included therein by the Holders and securities requested to be included therein by other securityholders with applicable registration rights, pro rata among such Persons on the basis of the number of shares requested to be included therein by each of them, and (z), if subclauses (x) and (y) above are satisfied, among the securities requested to be included therein by other securityholders, pro rata among such Persons on the basis of the number of shares requested to be included therein by each of them or in such other manner as they may agree; and

(ii) offering for the account of holder(s) of the Company's securities other than the Company: (x) first, among the securities requested to be included therein by such holder who initiated the Piggyback Registration, Registrable Securities requested to be included therein by the Holders and securities requested to be included therein by other securityholders with applicable registration rights , pro rata among such Persons on the basis of the number of shares requested to be included therein by each of them, and (y) second, if subclause (x) is satisfied, to any securities requested to be included therein by any other Persons (including the Company), allocated among such Persons on a pro rata basis or in such other manner as they may agree.

4. Registration Procedures

In connection with the Company's registration obligations hereunder:

(a) the Company shall, not less than three (3) Trading Days prior to the filing of a Registration Statement and not less than two (2) Trading Days prior to the filing of any related Prospectus or any amendment or supplement thereto (except for Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, proxy statements, and Current Reports on Form 8-K and any similar or successor reports), furnish to the Holder copies of such Registration Statement, Prospectus or amendment or supplement thereto, as proposed to be filed, which documents will be subject to the reasonable review of such Holder (it being acknowledged and agreed that if a Holder does not object to or comment on the aforementioned documents within such three (3) Trading Day or two (2) Trading Day period, as the case may be, then the Holder shall be deemed to have consented to and approved the use of such documents). The Company shall not file any Registration Statement or amendment or supplement thereto in a form to which a Holder reasonably objects in good faith, provided that, the Company is notified of such objection in writing within the three (3) Trading Day or two (2) Trading Day period described above, as applicable, unless the Company shall have been advised by its counsel that the information objected to is required to be disclosed under SEC Guidance; provided, however, that the Company shall not name any Holder as an "underwriter" in such Registration Statement without the prior written consent of such Holder (provided that, in the event a Holder withholds such consent, the Company shall have no obligation hereunder to include any Registrable Securities of such Holder in any Registration Statement covering the resale thereof until such time as the Commission no longer requires such Holder to be named as an "underwriter" in such Registration Statement or such Holder otherwise consents in writing to being so named). Notwithstanding the foregoing, the Company shall not be required to furnish to the Holders any Prospectus supplement being prepared and filed solely to name new or additional selling securityholders unless such Holders are named in such Prospectus supplement.

(b) (i) the Company shall prepare and file with the Commission such amendments (including post-effective amendments) and supplements to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for its Effectiveness Period (except during an Allowable Grace Period); (ii) the Company shall cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424 (except during an Allowable Grace Period); (iii) the Company shall respond as promptly as reasonably practicable to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible, provide the Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to the Holders as "Selling Stockholders" but not any comments that would result in the disclosure to the Holders of material non-public information concerning the Company or subject the Holders to any duty of confidentiality; and (iv) the Company shall comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement until such time as all of such Registrable Securities shall have been disposed of (subject to the terms of this Agreement) in accordance with the intended methods of disposition by the Holders thereof as set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; provided, that each Purchaser shall be responsible for the delivery of the Prospectus to the Persons to whom such Purchaser sells any of the Registrable Securities (including in accordance with Rule 172 under the Securities Act), and each Purchaser agrees to dispose of Registrable Securities in compliance with the plan of distribution described in the Registration Statement and otherwise in compliance with applicable federal and state securities laws. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 4(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable and to the extent such incorporation by reference is permitted under the rules of the Commission, or shall file such amendments or supplements with the Commission on the same day on which the Exchange Act report which created the requirement for the Company to amend or supplement such Registration Statement was filed.

(c) the Company shall notify the Holders (which notice shall, pursuant to clauses (iii) through (v) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made, but which notice shall not contain any material non-public information regarding the Company and shall not subject any Holder to any duty of confidentiality) as promptly as reasonably practicable (and, in the case of (i)(A) below, not less than two (2) Trading Days prior to such filing, in the case of (iii) and (iv) below, not more than one (1) Trading Day after such issuance or receipt, and in the case of (v) below, not more than one (1) Trading Day after the occurrence or existence of such development) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on any Registration Statement (in which case the Company shall provide to each of the Holders true and complete copies of all comments that pertain to the Holders as a "Selling Stockholder" or to the "Plan of Distribution" and all written responses thereto, but not information that the Company believes would constitute material non-public information); and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information that pertains to the Holders as "Selling Stockholders" or the "Plan of Distribution"; (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading.

(d) the Company shall use commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as soon as practicable.

(e) the Company shall, if requested by a Holder, furnish to such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(f) the Company shall, prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; provided, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(g) the Company shall, cooperate with the Holders to facilitate the timely preparation and delivery of Registrable Securities (whether through DTC, book-entry or physical certificates) to be delivered to a transferee pursuant to the Registration Statement, which certificates shall be free, to the extent permitted by under the law, of all restrictive legends except as required by DTC, if applicable, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may reasonably request. Registrable Securities in certificate form and free from all restrictive legends may be transmitted by the transfer agent to a Holder by crediting the account of such Holder's prime broker or other broker with DTC as directed by such Holder.

(h) the Company shall, following the occurrence of any event contemplated by Section 4(c)(iii)-(v), as promptly as reasonably practicable (taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, but subject to the provisions of Section 2(e)), prepare and file a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading.

(i) the Company may require each selling Holder to furnish to the Company a certified statement as to (i) the number of shares of Common Stock beneficially owned by such Holder and any Affiliate thereof, (ii) any Financial Industry Regulatory Authority ("FINRA") affiliations, (iii) any natural Persons who have the power to vote or dispose of the Common Stock and (iv) any other information as may be requested by the Commission, FINRA or any state securities commission. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of Registrable Securities because any Holder fails to furnish such information within three (3) Trading Days of the Company's request, any Liquidated Damages that are accruing at such time as to such Holder only shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

(j) the Company shall cooperate with any registered broker through which a Holder proposes to resell its Registrable Securities in effecting a filing with FINRA pursuant to FINRA Rule 5110 as requested by any such Holder and the Company shall pay the filing fee required for the first such filing (but not additional filings) within two (2) Business Days of the request, therefore.

(k) Reserved.

(l) if requested by a Holder, the Company shall (i) promptly incorporate in a Prospectus supplement or post-effective amendment to the Registration Statement such information as the Company reasonably agrees should be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(m) the Company shall otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission under the Securities Act and the Exchange Act, including Rule 172, notify the Holders promptly if the Company no longer satisfies the conditions of Rule 172 and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each Registration Statement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this Section 4, "Availability Date" means the 45th day following the end of the period of four consecutive fiscal quarters beginning after the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter), in each case subject to extensions permissible under applicable law.

5. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts and selling commissions and all legal fees and expenses of legal counsel for any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, and (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Holders), with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting, broker or similar fees or commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

6. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, general partners, managing members, managers, Affiliates, employees and investment advisers of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, general partners, managing members, managers, agents, employees, and investment advisers of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable and documented costs of preparation and investigation and reasonable and documented outside attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or any violation by the Company of any rule or regulation promulgated under the Securities Act, Exchange Act or state securities laws applicable to the Company in connection with any such registration, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto (it being understood that each Holder has approved Annex A hereto for this purpose), or (B) in the case of an occurrence of an event of the type specified in Section 4(c)(iii)-(v), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing or by e-mail that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advisement contemplated and defined in Section 7(d) below, but only if and to the extent that following the receipt of the Advisement the misstatement or omission giving rise to such Loss would have been corrected. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 6(c)) and shall survive the transfer of the Registrable Securities by the Holders.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation. The indemnity agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the prior written consent of the Holder (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Holder be liable for any such loss, claim, damage, liability or action where such untrue statement or alleged untrue statement or omission or alleged omission was corrected in a final or amended prospectus, and the Company or the underwriters failed to deliver a copy of such final or amended prospectus at or prior to the confirmation of the sale of the Registrable Securities to the Person asserting any such loss, claim, damage or liability in any case in which such delivery is required by the Securities Act.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of one counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable and documented fees and expenses incurred in connection with defense thereof. The failure of any Indemnified Party to give notice as provided herein shall relieve the Indemnifying Party of its obligations under this Section 6, only to the extent that, the failure to give such notice is materially prejudicial or harmful to an Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the prior written consent of each Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. The indemnity agreements contained in this Section 6 shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The indemnification set forth in this Section 6(c) shall be in addition to any other indemnification rights or agreements that an Indemnified Party may have.

An Indemnified Party (together with all other Indemnified Parties) shall have the right to retain one separate counsel, with the reasonable fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be reasonably inappropriate due to conflicting interests between such Indemnified Party and any other party represented by such counsel in such proceeding. If such defense is assumed, the Indemnifying Party shall not be subject to any liability for any settlement made by the Indemnified Party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). Subject to the terms of this Agreement, all documented fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 6(c)) shall be paid to the Indemnified Party, as incurred, within twenty (20) Trading Days of written notice thereof to the Indemnifying Party; provided, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder.

(d) Contribution. If a claim for indemnification under Section 6(a) or 6(b) is held by a court of competent jurisdiction to be unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, in either event other than pursuant to its terms, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 6 was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 6(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

7. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to seek to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of Holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights the terms of which are senior to, or otherwise conflict with, the registration rights granted to the Purchasers hereunder or any other provision hereof, including, for clarity, allowing any other holder of Common Stock to have registration rights in the nature or substantially in the nature of those set forth in this Agreement that would have priority over the Registrable Securities with respect to the inclusion of such securities in any registration statement.

(c) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement.

(d) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company (i) of the occurrence of any event of the kind described in Section 4(c)(iii)-(v) or (ii) with respect to the beginning of a Grace Period, such Holder will discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (which shall not disclose to such Holder any material non-public information concerning the Company or subject such Holder to any duty of confidentiality) (the "Advisement") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed or the Grace Period has terminated, as applicable. The Company may provide appropriate stop transfer instructions to enforce the provisions of this paragraph. Nothing in this paragraph prohibits the distribution of Registrable Securities by a means other than the Registration Statement, including pursuant to Rule 144 or otherwise.

(e) No Inconsistent Agreements. Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date hereof, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived, unless the same shall be in writing and signed by the Company and Holders holding at least a majority of the then outstanding Registrable Securities, provided that any party may give a waiver as to itself. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of all of the Registrable Securities to which such waiver or consent relates; provided, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence. Notwithstanding the foregoing, if any such amendment, modification or waiver would adversely affect in any material respect any Holder or group of Holders who have comparable rights under this Agreement disproportionately to the other Holders having such comparable rights, such amendment, modification, or waiver shall also require the written consent of the Holder(s) so adversely affected.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered using the addresses as set forth in the Subscription Agreement; provided that the Company may deliver to each Holder the documents required to be delivered to such Holder under Section 4(a) of this Agreement by e-mail to the e-mail addresses provided by such Holder to the Company solely for such specific purpose.

(h) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights (except by merger or in connection with another entity acquiring all or substantially all of the Company's assets) or obligations hereunder without the prior written consent of all the Holders of the then outstanding Registrable Securities.

(i) Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature was the original thereof.

(j) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Subscription Agreement.

(k) Cumulative Remedies. Except as provided in Section 2(c) with respect to Liquidated Damages, the remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their good faith reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

(n) Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. The decision of each Purchaser to purchase the Common Shares pursuant to the Transaction Documents has been made independently of any other Purchaser. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the Common Shares or enforcing its rights under the Transaction Documents. Each Purchaser shall be entitled to protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Purchasers has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Purchasers and not because it was required or requested to do so by any Purchaser. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Purchaser, solely, and not between the Company and the Purchasers collectively and not between and among the Purchasers.

(o) Effectiveness; Termination. This Agreement shall become automatically effective, without further action of the parties, upon the Closing. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate and be of no further force and effect immediately upon the termination of the Subscription Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

GBANK FINANCIAL HOLDINGS INC.
a Nevada corporation

_____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOR PURCHASERS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Street:
City/State/Zip:
Attention:
Telephone No.:

ANNEX A
PLAN OF DISTRIBUTION

Each selling shareholder and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the principal trading market or any other stock exchange, market or trading facility on which our common stock is traded or in private transactions. These sales may be at fixed, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or negotiated prices. A selling shareholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the selling shareholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The selling shareholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), if available, rather than under this prospectus.

In addition, a selling shareholder that is an entity may elect to make an in-kind distribution of securities to its members, partners or stockholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or shareholders would thereby receive freely tradeable securities pursuant to the distribution through a registration statement. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use the prospectus to resell the securities acquired in the distribution.

Broker-dealers engaged by the selling shareholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling shareholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the securities or interests therein, the selling shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The selling shareholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The selling shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). The selling shareholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling shareholders may pledge or grant a security interest in some or all of the securities owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act , amending, if necessary, the list of selling shareholders to include the pledgee, transferee or other successors in interest as selling shareholders under this prospectus. The selling shareholders also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling shareholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each selling shareholder has informed us that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

We are required to pay certain fees and expenses incurred by us incident to the registration of the securities. We have agreed to indemnify the selling shareholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the selling shareholders without registration and without regard to any volume or manner-ofsale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 or any other rule of similar effect, or (ii) such time as all of the securities have been sold pursuant to this prospectus or Rule 144 or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the selling shareholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the common stock by the selling shareholders or any other person. We will make copies of this prospectus available to the selling shareholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

ANNEX B
SELLING STOCKHOLDER QUESTIONNAIRE

GBANK FINANCIAL HOLDINGS INC.

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the "Registrable Securities") of GBank Financial Holdings Inc. a Nevada corporation (the "Company"), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Stockholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Stockholder:

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Selling Stockholder:

_____
_____
Telephone: _____
Email: _____
Contact Person: _____

3. Broker-Dealer Status:

(a) Are you a broker-dealer? Yes ☐ No ☐

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer? Yes ☐ No ☐

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities? Yes ☐ No ☐

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Subscription Agreement.

(a) Type and Amount of other securities beneficially owned by the Selling Stockholder: _____

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____
_____
_____

The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Beneficial Owner:

[_____]

Date: _____

By: _____
Name: _____
Title: _____

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO WITH A COPY TO .



SUBSCRIPTION AGREEMENT

FOR

SHARES OF VOTING COMMON STOCK, $0.0001 PAR VALUE

OF

GBANK FINANCIAL HOLDINGS, INC.

a Nevada corporation

GBank Financial Holdings Inc.
9115 West Russell Road, Suite 110
Las Vegas, Nevada 89148

SUBSCRIPTION AGREEMENT

FOR VOTING COMMON STOCK, $0.0001 PAR VALUE

GBank Financial Holdings Inc.
9115 West Russell Road, Suite 110
Las Vegas, Nevada 89148
Attn.: Edward M. Nigro, Executive Chairman Gentlemen and Ladies:

1. *Application for Subscription*. The undersigned hereby applies to purchase, in accordance with the terms of this Subscription Agreement (this "*Agreement*"), Voting Common Stock, $0.0001 par value (the "Common Stock ") of GBANK FINANCIAL HOLDINGS INC., a Nevada corporation (the "*Company*"). This subscription may be rejected, in whole or in part, by the Company, in its sole discretion, and the Company has the right to allocate the Common Stock among subscribers in the event the offering of the Common Stock (the "*Offering*") is oversubscribed.

2. *Representations, Warranties, and Agreements*. The undersigned represents, warrants, and agrees as follows:

a. The undersigned was given access in a secured data room in connection with the sale of the Common Stock which included the following: (i) 2023 Audited Financial Statements, (ii) Q1 2024 OTCQX Reported Quarterly Financials (unaudited); (iii) Q2 2024 OTCQX Reported Quarterly Financials (unaudited); (iv) 2024 Private Common Stock Offering Presentation; (v) Risk Factors and (vi) a form of this Agreement (all of the foregoing collectively, each as supplemented from time to time, the "*Disclosure Documents*"), has carefully reviewed the Disclosure Documents, and has relied only on the information contained therein or otherwise provided in writing in connection therewith. All documents, records, and books pertaining to this investment have been made available for inspection by the undersigned and/or the undersigned's advisor(s), and any additional books and records of the Company will be available upon reasonable notice, for inspection by investors and/or their advisor(s), during reasonable business hours at the Company's principal place of business. The undersigned and/or the undersigned's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company, concerning the Offering of the Common Stock, and all such questions have been answered to the full satisfaction of the undersigned. No oral representations have been made or oral information furnished to the undersigned or the undersigned's advisor(s) in connection with the Offering of the Common Stock which were in any way inconsistent with the Disclosure Documents. The undersigned understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to the undersigned in connection with the Offering of the Common Stock constitutes legal, regulatory, tax or investment advice. The undersigned has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate to make an informed investment decision, without reliance on the Placement Agents, in connection with its purchase of the Common Stock. The undersigned understands that the Company reserves the right to reject any subscription, in whole or in part, and no subscription will be binding until accepted by the Company.

b. The Common Stock being purchased is solely for the undersigned's own account, for investment purposes only, and not for the account of any other person nor with a view to, or for sale in connection with, any distribution, division, assignment, or resale to others, and no other person has a direct or indirect beneficial interest in the Common Stock. The Common Stock will not be transferred: (i) without the prior written consent of all parties required to grant such consent under the applicable Disclosure Documents; or (ii) in contravention of state or federal law.

c. The undersigned acknowledges: (i) that an investment in the Common Stock involves highly speculative risks; (ii) that the undersigned has carefully reviewed all of the Disclosure Documents and considered all factors therein in relation to the undersigned's own investment activities; (iii) that the undersigned has the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company; (iv) has not received nor relied upon any form of "general advertising" or, to its knowledge, "general solicitation" (as such terms are used in Regulation D promulgated under the Securities Act and interpreted by the Commission) from the Company in connection with the Offering of the Common Stock; (ii) reached its decision to invest in the Company independently from any other SA-2 purchaser; (iii) has entered into no agreements with stockholders of the Company or other purchasers for the purpose of controlling the Company or any of its subsidiaries; and (iv) has entered into no agreements with stockholders of the Company or other purchasers regarding voting or transferring the undersigned's interest in the Company.

d. The undersigned, if a corporation, trust, partnership, limited liability company, or other entity, is authorized and otherwise duly qualified to purchase and hold the Common Stock, and such entity has not been formed for the specific purpose of acquiring the Common Stock.

e. All information which the undersigned has provided to the Company concerning the undersigned or the undersigned's investor status, financial position, knowledge and experience in financial and business matters, or, in the case of a corporation, trust, partnership, limited liability company, or other entity, the knowledge and experience in financial and business matters of the person making the investment decision on behalf of such entity, including all information contained herein, is correct and complete as of the date set forth at the end hereof, and if there should be any adverse change in such information prior to this subscription being accepted, the undersigned will immediately provide the Company with such information.

f. The undersigned: (i) if an individual, is at least twenty-one (21) years of age and is a citizen of the United States of America, or, if not, has designated the undersigned's citizenship hereinbelow; and (ii) is a resident of Nevada or of such other state as the Company may permit.

g. The Company has engaged Raymond James & Associates, Inc. and Chapin Davis, Inc. as its exclusive placement agents (the "*Placement Agents*") for the Offering of the Common Stock. With the exception of the engagement of the Placement Agents, whose fees shall be borne in their entirety by the Company, the undersigned represents that no person or entity will have, as a result of the Offering, any valid right, interest or claim against or upon the Company or the undersigned for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company.

h. The undersigned understands and acknowledges that: (i) the Company is a registered bank holding company under the Bank Holding Company Act of 1956, as amended (the "*BHCA*"), and is subject to regulation by Board of Governors of the Federal Reserve System (the "*FRB*"); (ii) acquisitions of interests in bank holding companies are subject to the BHCA and the Change in Bank Control Act (the "*CIBCA*") and may be reviewed by the FRB to determine the circumstances under which such acquisitions of interests will result in the undersigned becoming subject to the BHCA or subject to the prior notice requirements of the CIBCA. Assuming the accuracy of the representations and warranties of the Company contained herein, the undersigned represents that: (A) neither it nor its affiliates will, as a result of the transactions contemplated by this Agreement, be deemed to (i) own or control 10% or more of any class of voting securities of the Company or (ii) otherwise control the Company for purposes of the BHCA or CIBCA, and (B) to its knowledge, the purchase of such Common Stock shall not (i) cause the undersigned or any of its affiliates to violate any bank regulation or (ii) require the undersigned or any of its affiliates to file a prior notice with the FRB or its delegee under the CIBCA or the BHCA or obtain the prior approval of any bank regulator.

i. The undersigned agrees and acknowledges that with the purchase of the Common Stock, it will also be a party to a registration rights agreement (the "*Registration Rights Agreement*"), pursuant to which the Company will, among other things, provide customary resale registration rights with respect to the shares of Common Stock obtained by the undersigned pursuant to this Agreement. Under the Registration Rights Agreement, the undersigned will be entitled to resale registration rights, subject to certain limitations as set forth in the Registration Rights Agreement.

3. *Indemnification*. The undersigned agrees to indemnify and hold harmless the Company and its respective officers, directors, employees, and affiliates, or anyone acting on behalf of the Company, specifically including the Placement Agents, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of the undersigned to give full and accurate information herein or in connection with this investment, or in any document provided by the undersigned to the Company.

4. *Miscellaneous*. The undersigned agrees: (i) not to transfer or assign this Agreement, or any of the undersigned's interest herein, and further agrees that the transfer or assignment of the Common Stock acquired pursuant hereto shall be made only in accordance herewith and with all applicable laws; (ii) that the undersigned may not cancel, terminate, or revoke this Agreement and that this Agreement shall survive the death or disability of the undersigned and shall be binding upon the undersigned's heirs, executors, administrators, successors and assigns; (iii) that notwithstanding any of the representations, warranties, acknowledgments, or agreements made herein by the undersigned, the undersigned does not thereby or in any manner waive any rights granted to the undersigned under federal or state securities laws; (iv) that this Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter contained herein and may be amended only by a writing executed by all parties; (v) that this Agreement and the Common Stock shall be enforced, governed, and construed in all respects in accordance with Nevada law, without regard to its principles of conflict of laws; (vi) that the undersigned's execution hereof constitutes a contract with the Company for the uses and purposes hereof, and that this Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one Agreement; (vii) that all communications provided hereunder shall be in writing and delivered or mailed by registered or certified mail; if delivered to the subscriber herein such notice(s) shall be delivered at the address of record on file with the Company and if delivered to the Company, such notice(s) shall be delivered to the Company's principal offices; (viii) that the representations and warranties of the undersigned set forth herein and in all other materials provided to the Company by the undersigned shall survive the sale of the Common Stock; and (ix) that all acknowledgments and representations hereunder of "*the undersigned*" refer to the subscriber.

5. *Vesting and Execution*. The undersigned will complete this Agreement in accordance with the following: The undersigned acknowledges that title to the Common Stock may vest in any one of the following manners: natural persons may hold the Common Stock *individually,* as *community property,* as *joint tenants with right of survivorship,* or as *tenants in common*; title may also be held in any one of the following entities: *corporations, limited liability companies, trusts,* or *partnerships*. The undersigned understands that the formalities governing subscription for the Common Stock varies depending upon the type of vesting selected or the type of entity investing. Natural persons subscribing for the Common Stock must execute this Agreement as follows: subscriptions for investments to be held *individually* need only be executed below where indicated; subscriptions for investments to be held as *community property* require only one signature if the Common Stock are held in one name (*i.e*., managing spouse), or two signatures if the Common Stock are held in both names; subscriptions for investments to be held as *joint tenants with right of survivorship* or as *tenants in common* require the signatures of both investing parties. Entities subscribing for the Common Stock must execute this Agreement as follows: subscriptions by *corporations* must be executed by an officer authorized to bind the corporation and must also be accompanied by a copy of the corporate resolutions or other instruments authorizing the investment; subscriptions by *partnerships* or by *limited liability companies* must be executed by a general partner or manager, as the case may be, and by all others who may be required to do so by the terms of the partnership agreement or operating agreement, as the case may be, of the subscriber and should be accompanied by a copy of the partnership agreement or operating agreement, as the case may be (which should include the date of formation of the entity and a list of all partners or members, as the case may be); subscriptions by *trusts* must be executed for the trust by a trustee empowered to bind the trust and should clearly state the full name and date of the trust and be accompanied by a copy of the trust instrument or the will authorizing investments by the trustee.

6. *Investment Suitability*. The undersigned declares that he, she, or it is an "*accredited investor*," as that term is defined in Rule 501(a) under the Act because he, she, or it [CHECK ONE:] ☐ (i) an "institutional accredited investor" as defined in Rule 501(a)(1)-(3) and (7) of Regulation D under the Securities Act; ☐ (ii) with respect to natural persons only, has had for each of the past two (2) years and reasonably expects to have during the current year individual income in excess of $200,000 or joint income together with such person's spouse in excess of $300,000; ☐ (iii) with respect to natural persons only, has either individual net worth or joint net worth (excluding personal residence, unless the recourse indebtedness secured thereby is greater than the value thereof, in which event the undersigned's net worth for these purposes is to be reduced by any such "*negative equity*") together with such person's spouse in excess of $1,000,000; or ☐ (iii) otherwise meets the standard for accredited investors set forth in clauses (3) –(6) and (8) - (13) of Rule 501(a) under the Act.

7. *Subscription and Title to Common Stock*. The undersigned hereby subscribes for ____ shares of Common Stock and will deliver payment via wire using the instructions below in the amount of _____ ($18.50 per share of Common Stock). The undersigned desires to have title to the Common Stock vest as follows (see Paragraph 5 above for vesting options):

[SIGNATURE PAGE TO FOLLOW]

Very truly yours,

Dated

Address

Tax Identification Number:

Wiring Instructions:

1. **Online Federal Reserve Bank Abbreviated Name:**
2. **Bank Address:**
3. **Routing/Transit Number:**
4. **Credit to:**
5. **Beneficiary Account Number: 1**
6. **Further Credit: [**
7. **Memo or Reference:**

ACCEPTANCE OF SUBSCRIPTION

On this _ day of October, 2024, the Company hereby accepts this subscription for a total of _____ shares of Common Stock.

GBANK FINANCIAL HOLDINGS INC.
a Nevada corporation

EXHIBIT 10.7

THIRD AMENDED AND RESTATED
GBANK DEFERRED INCENTIVE COMPENSATION PLAN

THIS THIRD AMENDED AND RESTATED GBANK DEFERRED INCENTIVE COMPENSATION PLAN (this "Plan"), is adopted and effective the 1st day of January 2024, by GBank located in Las Vegas, NV (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, the Bank and the Participants intend this Plan shall at all times be administered and interpreted in compliance with Code Section 409A; and

WHEREAS, the Bank intends this Plan shall at all times be administered and interpreted in such a manner as to constitute an unfunded nonqualified deferred compensation arrangement, maintained primarily to provide supplemental retirement benefits and incentive compensation for the Participants, members of select group of management or highly compensated employees of the Bank;

NOW THEREFORE, in consideration of the premises foregoing the Bank hereby states as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Plan, the following phrases or terms shall have the indicated meanings:

1.1 *"Administrator"* means the Board or its designee.

1.2 *"Affiliate"* means any business entity with whom the Bank would be considered a single employer under Section 414(b) and 414(c) of the Code. Such term shall be interpreted in a manner consistent with the definition of "service recipient" contained in Code Section 409A.

1.3 *"Base Salary"* means the cash compensation relating to services performed during any calendar year, excluding bonuses, commissions, distributions from nonqualified deferred compensation plans, fringe benefits, incentive payments, non-monetary awards, overtime, relocation expenses, equity awards, stock options and other fees, and automobile and other allowances paid to a Participant for services rendered (whether or not such allowances are included in the Participant's gross income). Base Salary shall be calculated before reduction for amounts voluntarily deferred or contributed by the Participant pursuant to qualified or non-qualified plans and shall be calculated to include amounts not otherwise included in the Participant's gross income under Code Sections 125, 402(e)(3), 402(h), or 403(b) pursuant to plans established by the Bank; provided, however, that all such amounts will be included in compensation only to the extent that had there been no such plan, the amount would have been payable in cash to the Participant.

1.4 *"Beneficiary"* means the person or persons designated in writing by the Participant to receive benefits hereunder in the event of the Participant's death.

1.5 *"Beneficiary Designation Form"* means the form established from time to time by the Administrator that the Participant completes signs and returns to the Administrator to designate one or more Beneficiaries.

1.6 *"Board"* means the Board of Directors of the Bank.

1.7 *"Bonus"* means the cash bonus or cash incentives, if any, awarded to a Participant for services performed for the Bank during the Plan Year.

1.8 *"Cause"* means any of the following acts or circumstances: gross negligence or gross neglect of duties to the Bank; conviction of a felony or of a gross misdemeanor involving moral turpitude in connection with the Participant's employment with the Bank; or fraud, disloyalty, dishonesty or willful violation of any law or significant Bank policy committed in connection with the Participant's employment and resulting in a material adverse effect on the Bank.

1.9 *"Change in Control"* means a change in the ownership or effective control of the Bank, or in the ownership of a substantial portion of the assets of the Bank, as such change is defined in Code Section 409A and regulations thereunder. For the avoidance of doubt, the filing by the Bank of change in control paperwork with any of its regulators would not constitute a Change in Control under the Plan, unless the related change also met the definition contained within Code Section 409A and regulations thereunder.

1.10 *"Claimant"* means a person who believes that he or she is being denied a benefit to which he or she is entitled hereunder.

1.11 *"Clawback"* shall have the meaning set forth in Section 3.2.

1.12 *"Code"* means the Internal Revenue Code of 1986, as amended.

1.13 *"Contributions"* means the amounts determined in accordance with the terms of Exhibit A to each Participant's Participation Agreement which includes any Contributions made in connection with any Post Normal Retirement Age Accruals.

1.14 *"Crediting Rate"* means a percentage, as determined for each Plan Year, equivalent to ninety (90%) percent of the average of the Annual Mid-term Applicable Federal Rate (AFR) for the preceding three (3) months immediately prior to each Plan Year and, such calculation for each Plan Year, shall be used as of the date of the adoption and effective date of amendment and restatement of the Plan, until the Bank determines a different interest rate on the five-year anniversary date of the amendment and restatement of the Plan. Further, the Crediting Rate shall never exceed five percent (5%), nor shall it fall below two percent (2%).

1.15 *"Deferral Account"* means the Bank's accounting of the accumulated Deferrals and Contributions, plus accrued interest.

1.16 *"Deferral Election Form"* means each form established from time to time by the Administrator that the Participant completes, signs, and returns to the Administrator to designate the amount of Deferrals.

1.17 *"Deferrals"* means the amount of Bonus and/or Base Salary a Participant elects to defer according to this Plan.

1.18 *"Disability"* means a condition of the Participant whereby the Participant either: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Bank. The Administrator will determine whether the Participant has incurred a Disability based on its own good faith determination and may require the Participant to submit to reasonable physical and mental examinations for this purpose. The Participant will also be deemed to have incurred a Disability if determined to be totally disabled by the Social Security Administration or in accordance with a disability insurance program, provided that the definition of disability applied under such disability insurance program complies with the initial sentence of this Section.

1.19 *"Early Involuntary Termination"* means that a Participant, prior to Normal Retirement Age, has experienced a Separation from Service, following receipt of a written notification from the Bank that such Separation from Service has occurred for reasons other than Cause, Disability, Early Voluntary Termination or following a Change in Control.

1.20 *"Early Involuntary Termination After Normal Retirement Age"* means that a Participant (who continues employment with the Bank after reaching Normal Retirement Age), has experienced a Separation from Service prior to January 1, 2026, following receipt of a written notification from the Bank that such Separation from Service has occurred for reasons other than Cause, Disability, Early Voluntary Termination After Normal Retirement Age, or following a Change in Control.

1.21 *"Early Voluntary Termination"* means that a Participant, prior to Normal Retirement Age, experiences a Separation from Service for reasons other than Cause, Disability, Early Involuntary Termination or following a Change in Control.

1.22 *"Early Voluntary Termination After Normal Retirement Age"* means that a Participant (who continues employment with the Bank after reaching Normal Retirement Age) experiences a Separation from Service prior to January 1, 2026, for reasons other than Cause, Disability, Early Involuntary Termination After Normal Retirement Age, or following a Change in Control.

1.23 *"Effective Date"* means the date the Plan was initially effective which is January 1, 2017.

1..24 *"ERISA"* means the Employee Retirement Income Security Act of 1974, as amended.

1.25 *"Exhibit A"* means the exhibit attached to a Participant's Participation Agreement detailing the Bank's calculation of Contributions. Within the first ninety (90) days of each Plan Year the Bank may amend Exhibit A for the Plan Year, any other changes to Exhibit a shall not be effective until the Plan Year following the change. Notwithstanding the above, Exhibit A may be modified at any time upon mutual written agreement by both the Bank and Participant and these changes shall become effective as soon as is reasonable but no later than ninety (90) days from the date of the agreed upon modification.

1.26 *"Non-Compete Clawback Period*" shall have the meaning set forth in Section 3.2.

1.27 *"Normal Retirement Age"* means the day the Participant attains age sixty-three (63).

1.28 *"Participant"* means an employee of the Bank (i) who is selected to participate in the Plan, (ii) who elects to participate in the Plan, (iii) who signs a Participation Agreement, (iv) whose Participation Agreement, Beneficiary Designation Form and Deferral Election Form are accepted by the Administrator, (v) who commences participation in the Plan, and (vi) whose participation has not terminated.

1.29 *"Participation Agreement"* means the form established by the Administrator that the Participant completes, signs, and returns to the Administrator to acknowledge participation in the Plan.

1.30 *"Plan Year"* means each twelve (12) month period commencing on January 1 and ending on December 31 of each year. The initial Plan Year shall commence on the Effective Date and end on the following December 31.

1.31 *"Post Normal Retirement Age Accruals"* means any additional Contributions made in connection with benefits accrued under the Plan for Plan Years after the Participant reaches Normal Retirement Age, including any deemed earnings.

1.32 *"Separation from Service"* means, with respect to any Participant, a termination of the Participant's service with the Bank and its Affiliates for reasons other than death. A Separation from Service may occur as of a specified date for purposes of the Plan even if the Participant continues to provide some services for the Bank or its Affiliates after that date, provided that the facts and circumstances indicate that the Bank and the Participant reasonably anticipated at that date that either no further services would be performed after that date, or that the level of bona fide services the Participant would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed over the immediately preceding thirty-six (36) month period (or the full period during which the Participant performed services for the Bank, if that is less than thirty-six (36) months). A Separation from Service will not be deemed to have occurred while the Participant is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six (6) months or, if longer, the period for which a statute or contract provides the Participant with the right to reemployment with the Bank. If the Participant's leave exceeds six (6) months but the Participant is not entitled to reemployment under a statute or contract, the Participant incurs a Separation of Service on the next day following the expiration of such six (6) month period. In determining whether a Separation of Service occurs the Administrator shall take into account, among other things, the definition of "service recipient" and "employer" set forth in Treasury regulation §1.409A-1(h)(3). The Administrator shall have full and final authority, to determine conclusively whether a Separation from Service occurs, and the date of such Separation from Service.

1.33 *"Specified Employee"* means an individual that satisfies the definition of a "key employee" of the Bank as such term is defined in Code §416(i) (without regard to Code §416(i)(5)), provided that the stock of the Bank is publicly traded on an established securities market or otherwise, as defined in Code §1.897-1(m). If a Participant is a key employee at any time during the twelve (12) months ending on December 31, the Participant is a Specified Employee for the twelve (12) month period commencing on the first day of the following April.

1.34 *"Voluntary Termination After Normal Retirement Date"* means that a Participant, after reaching Normal Retirement Age, experiences a Separation from Service after December 31, 2025, for reasons other than Cause, Disability, Early Involuntary Termination After Normal Retirement Age, or following a Change in Control.

ARTICLE 2
ELIGIBILITY AND PARTICIPATION

2.1 *Selection by Administrator*. Participation in the Plan shall be limited to those employees of the Bank selected by the Administrator, in its sole discretion, to participate in the Plan. Participation in the Plan shall be limited to a select group of management or highly compensated individuals employed by or providing services to the Bank.

2.2 *Enrollment Requirements*. As a condition to participation, and in addition to the requirements in Section 2.1, each selected individual shall complete, execute, and return to the Administrator (i) a Participation Agreement Form, (ii) a Beneficiary Designation Form and (iii) a Deferral Election Form. In addition, the Administrator may establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary.

2.3 *Eligibility; Commencement of Participation*. Provided an individual selected to participate in the Plan has met all enrollment requirements set forth in this Plan and required by the Administrator, that individual will become a Participant, be covered by the Plan and will be eligible to receive benefits at the time and in the manner provided hereunder, subject to the provisions of the Plan.

2.4 *Termination of Participation*. If the Administrator determines that a Participant no longer qualifies as a member of a select group of management or highly compensated employees as such group is determined according to ERISA, the Administrator shall have the right to cease Contributions and to prevent the Participant from making any further Deferrals hereunder.

ARTICLE 3
DEFERRALS, CONTRIBUTIONS AND VESTING

3.1 *Contributions.* Within ninety (90) days following the end of each Plan Year the Bank shall make Contributions to the Plan in the amounts determined according to the terms of Exhibit A to each Participant's Participation Agreement. As described in Article 4, each Participant shall vest in an amount of one third (⅓) of each Contribution each Plan Year. Notwithstanding anything herein to the contrary, no further accruals for benefits under the Plan shall be calculated and contributed to the Plan as Contributions for Participants for any Plan Year following the Plan Year in which such Participant has attained Normal Retirement Age; provided that the Bank and a Participant may mutually agree to additional accruals for benefits under the Plan for any Plan Year following the Plan Year in which such Participant has attained Normal Retirement Age (i.e., Post Normal Retirement Age Accruals), in exchange for any additional restrictions or requirements on such additional accruals, as both parties may agree to in writing.

3.2 *Clawbacks.* If within five (5) years following any Contribution, the Bank is forced to restate any of its financial results and such revised results would have led to a lower Contribution than was originally calculated, the Bank shall retroactively reduce such Contribution and the Deferral Account balance for each Participant to reflect the revised results ("Clawback"). In addition, If within eighteen (18) months following any Contribution, any loan associated with prior Contributions to the Plan becomes 90 days or more past due, is placed into default or is internally downgraded by the Bank to an adverse or elevated watch status (Special Mention or worse), the Bank shall retroactively reduce such Contribution and the Deferral Account balance for each Participant to reflect full Clawback of the Contribution associated with that loan. If any portion of the Contribution subject to Clawback has been paid to the Participant prior to such reduction, then future distributions, beginning with the next distribution, shall be reduced or eliminated until the benefits received by the Participants together with the Deferral Account balances reflect the revised results or appropriate loan related Clawback and, to the extent necessary, the Participant agrees to repay to the Bank any amount of any Contributions previously paid to the Participant to properly reflect any required Clawback under this Section 3.2.

In the event the Participant terminates employment, such Participant specifically agrees that for a period of five (5) years after the Participant is no longer employed by the Bank ("*Non- Compete Clawback Period*"), the Participant will not:

(i) engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Bank in any business within a State where the Bank has offices or provides services similar to those provided by the Bank immediately preceding the Participant's termination of employment with the Bank;

(ii) directly or indirectly solicit, agree to perform, or perform services of any type that the Bank can render services for any person or entity who paid or engaged the Bank for services, or who received the benefit of the Bank's services, or with whom such Participant had any substantial dealing while employed by the Bank. However, this restriction with respect to services applies only to those services rendered by the Participant or an office or unit of the Bank in which the Participant worked or over which the Participant had supervisory authority. This restriction also applies to assisting any employer or other third party; or

(iii) take any actions to assist the Participant's successor employer or any other entity in recruiting any other employee who works for or is affiliated with the Bank. This includes, but is not limited to: (a) identifying to such successor employer or its agents or such other entity the person or persons who have special knowledge concerning the Bank's processes, methods or confidential affairs; and (b) commenting to the successor employer or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the Bank. The Participant also agrees that he/she will not provide such information set forth in (a) and (b) above to a prospective employer during interviews preceding possible employment.

In the event the Bank determines that a Participant is in violation of this Section 3.2, the Participant agrees to repay to the Bank any amount of any Contributions made under the Plan in relation to any Post Normal Retirement Age Accruals (including any prior payment of such Contributions) to the Participant and the Participant shall also forfeit their rights to receive any future payments under the Plan (*i.e.*, Clawback the amounts). The Bank will determine, in their sole discretion, the method for a Participant’s repayment of their prior Contributions previously paid under the Plan which may include, without limitation: (i) requiring reimbursement of the payments in cash; (ii) offsetting the repayment amount from any compensation otherwise owed by the Bank to the Participant unless such offset would be in violation of Code Section 409A; or (iii) taking any other remedial and recovery action permitted by law, as determined by the Bank.

The Bank intends that Section 3.2 will be applied to the fullest extent of the law. The Bank may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the date of amendment and restatement of the Plan shall, as a condition to the grant of any benefit thereunder, require a Participant to agree to abide by the terms of this Section 3.2. Any right of repayment under Section 3.2 is in addition to, and not in lieu of, any other remedies or rights of recoupment or repayment that may be available to the Bank pursuant to the terms of any similar policy in any employment agreement, or similar agreement and any other legal remedies available to the Bank. The repayment provisions in Section 3.2 shall be binding and enforceable against all Participants and their beneficiaries, heirs, executors, administrators, or other legal representatives.

The Participant further agrees to provide a written certification to the Bank (or other evidence as may be reasonably requested by the Bank) to confirm the Participant is not in violation of Section 3.2 ("Confirmation"). The Participant agrees that the Bank may ask for a Confirmation at any time during the Non-Compete Clawback Period and the Participant shall provide such Confirmation within five (5) business days from the date the Bank's request. If the Participant fails to provide Confirmation by the time it is due, the Participant agrees that the Company may deem such failure as substantiation that the Participant is in violation of Section 3.2 and take whatever action it deems necessary to forfeit any future payments to the Participant or seek reimbursement of prior payments, in accordance with Section 3.2.

3.3 *Deferral Elections Generally*. Each Participant may annually file a Deferral Election Form with the Administrator no later than the end of the calendar year preceding the year in which services leading to the compensation to be deferred will be performed. The total Deferrals with respect to any year shall not exceed $200,000.

3.4 *Deferral Initial Election*. After being notified by the Administrator of becoming eligible to participate in this Agreement, each Participant may make an initial deferral election by delivering to the Administrator a signed Deferral Election Form within thirty (30) days of becoming eligible. The Deferral Election Form shall set forth the amount of Base Salary and Bonus to be deferred. However, if the Participant was eligible to defer under any other elective deferral plans sponsored by the Bank (as referenced in Code Section 409A) prior to becoming eligible to participate in this Plan, the initial election to defer compensation under this Plan shall not be effective until the calendar year following the year in which the Participant became eligible to participate in this Plan.

3.5 *Deferral Election Changes*. Each Participant may modify the amount of Deferrals annually by filing a new Deferral Election Form with the Bank. The modified deferral shall not be effective until the calendar year following the year in which the subsequent Deferral Election Form is received by the Bank.

3.4 *Application of ERISA*. By agreeing to participate in this Plan, each Participant is acknowledging and agreeing that the Plan is exempt from Title I of ERISA. In addition, each Participant acknowledges and agrees that the Plan is a plan described in Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA, as a plan which is unfunded and maintained by the Bank primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. Each Participant also agrees that the Plan is specifically exempt from the eligibility, vesting, funding, and fiduciary rules under ERISA.

ARTICLE 4
DEFFERAL ACCOUNT

4.1 *Establishing and Crediting*. The Bank shall establish a Deferral Account on its books for each Participant and shall credit to the Deferral Account the following amounts:

(a) Any Deferrals and Contributions hereunder; and
(b) Interest as follows: on the last day of each month interest shall be credited on the Deferral Account balance at an annual rate equal to the Crediting Rate.

4.2 *Recordkeeping Device Only*. The Deferral Account is solely a device for measuring amounts to be paid under this Plan and is not a trust fund of any kind.

ARTICLE 5
PAYMENT OF BENEFITS

5.1 *Normal Benefit*. Each Plan Year the Bank shall distribute to each Participant one third (⅓) of the Deferrals and Contributions made on the behalf of the Participant for each of the three (3) Plan Years immediately preceding such distribution, plus related interest. This benefit Contribution shall be made in a lump sum within the first ninety (90) days of the Plan Year. For the avoidance of doubt, if a Participant experiences a Voluntary Termination After Normal Retirement Date, the Deferrals and related interest shall be distributed to the Participant at the times described in this Section 5.1.

5.2 *Early Voluntary Termination Benefit*. If a Participant experiences an Early Voluntary Termination, the Participant shall forfeit the portion of the Deferral account relating to Contributions and interest thereon. No further payments under Section 5.1 shall be distributed to the Participant.

5.3 *Early Voluntary Termination After Normal Retirement Age Benefit*. If a Participant experiences an Early Voluntary Termination After Normal Retirement Age, the Participant shall forfeit the portion of the Deferral account related to any Post Normal Retirement Age Accruals, including any Contributions and interest thereon. No further payments under Section 5.1 shall be distributed to the Participant.

5.4 *Early Involuntary Termination*. If a Participant experiences an Early Involuntary Termination, the Participant shall forfeit the portion of the Deferral account relating to Contributions and interest thereon. No further payments under Section 5.1 shall be distributed to the Participant.

5.5 *Early Involuntary Termination After Normal Retirement Age*. If a Participant experiences an Early Involuntary Termination After Normal Retirement Age, the Participant shall forfeit the portion of the Deferral account related to any Post Normal Retirement Age Accruals, including any Contributions and interest thereon. No further payments under Section 5.1 shall be distributed to the Participant.

5.6 *Disability Benefit*. If a Participant experiences a Disability prior to or after reaching (if a Participant continues employment with the Bank after Normal Retirement Age) Normal Retirement Age, the Participant shall continue to receive the benefits described in Section 5.1 at the times described therein.

5.7 *Change in Control Benefit.* Upon a Change in Control the Bank, or its successor, shall pay each Participant the Participant's full Deferral Account balance without regard to any vesting criteria or any subsequent Separation from Service. This benefit shall be paid in a lump sum within thirty (30) days following Change in Control.

5.8 *Death Benefit*. If a Participant dies prior to Separation from Service, the Bank shall pay the Participant's Beneficiary the benefits described in Section 5.1 at the times described therein.

5.9 *Death Subsequent to Commencement of Benefit Payments*. In the event the Participant dies after Separation from Service, but prior to receiving all payments due and owing hereunder, the Bank shall pay the Participant's Beneficiary the benefits described in Section 5.1, at the times described therein.

5.10 *Termination for Cause*. If the Bank terminates a Participant's service for Cause, then the Participant shall forfeit all remaining benefits hereunder.

5.11 *Restriction on Commencement of Distributions*. Notwithstanding any provision of this Plan to the contrary, if the Participant is considered a Specified Employee at the time of Separation from Service, the provisions of this Section shall govern all distributions hereunder. Distributions which would otherwise be made to the Participant due to Separation from Service shall not be made during the first six (6) months following Separation from Service. Rather, any distribution which would otherwise be paid to the Participant during such period shall be accumulated and paid to the Participant in a lump sum on the first day of the seventh month following Separation from Service, or if earlier, upon the Participant's death. All subsequent distributions shall be paid as they would have had this Section not applied.

5.12 *Acceleration of Payments*. Except as specifically permitted herein, no acceleration of the time or schedule of any payment may be made hereunder. Notwithstanding the foregoing, payments may be accelerated, in accordance with the provisions of Treasury Regulation §1.409A-3(j)(4) in the following circumstances: (i) as a result of certain domestic relations orders; (ii) in compliance with ethics agreements with the federal government; (iii) in compliance with the ethics laws or conflicts of interest laws; (iv) in limited cashouts (but not in excess of the limit under Code §402(g)(1)(B)); (v) to pay employment-related taxes; or (vi) to pay any taxes that may become due at any time that the Plan fails to meet the requirements of Code Section 409A.

5.13 *Delays in Payment by Bank*. A payment may be delayed to a date after the designated payment date under any of the circumstances described below, and the provision will not fail to meet the requirements of establishing a permissible payment event. The delay in the payment will not constitute a subsequent deferral election, so long as the Bank treats all payments to similarly situated Participants on a reasonably consistent basis.

(a) Payments subject to Code Section 162(m). No payment of any amount that would otherwise be distributed under this Plan shall be delayed by the application of Code Section 162(m).

(b) Payments that would violate Federal securities laws or other applicable law. A payment may be delayed where the Bank reasonably anticipates that the making of the payment will violate Federal securities laws or other applicable law provided that the payment is made at the earliest date at which the Bank reasonably anticipates that the making of the payment will not cause such violation. The making of a payment that would cause inclusion in gross income or the application of any penalty provision of the Internal Revenue Code is not treated as a violation of law.

(c) Regulatory. To the extent permitted under Code Section 409A, payment may be delayed if (i) the Bank is notified by its applicable regulator that it is being or will be downgraded to a CAMEL rating of 4 or less, (ii) the Bank fails to maintain a Capital Conservation Buffer, as defined under Basel III, thereby applying restrictions on discretionary payments and distributions, or (iii) the Bank is otherwise notified by its applicable regulator that such payment would contravene applicable banking regulations and would not be allowed.

(d) Solvency. Notwithstanding the above, a payment may be delayed where the payment would jeopardize the ability of the Bank to continue as a going concern.

5.14 *Treatment of Payment as Made on Designated Payment Date*. Solely for purposes of determining compliance with Code Section 409A, any payment under this Plan made after the required payment date shall be deemed made on the required payment date provided that such payment is made by the latest of: (i) the end of the calendar year in which the payment is due; (ii) the 15th day of the third calendar month following the payment due date; (iii) if Bank cannot calculate the payment amount on account of administrative impracticality which is beyond the Participant's control, the end of the first calendar year which payment calculation is practicable; and (iv) if Bank does not have sufficient funds to make the payment without jeopardizing the Bank's solvency, in the first calendar year in which the Bank's funds are sufficient to make the payment.

5.15 *Facility of Payment*. If a distribution is to be made to a minor, or to a person who is otherwise incompetent, then the Administrator may make such distribution: (i) to the legal guardian, or if none, to a parent of a minor payee with whom the payee maintains his or her residence; or (ii) to the conservator or administrator or, if none, to the person having custody of an incompetent payee. Any such distribution shall fully discharge the Bank and the Administrator from further liability on account thereof.

5.16 *Excise Tax Limitation*. Notwithstanding any provision of this Plan to the contrary, if any benefit payment hereunder would be treated as an "excess parachute payment" under Code Section 280G, the Bank shall reduce such benefit payment to the extent necessary to avoid treating such benefit payment as an excess parachute payment. The Participant shall be entitled to only the reduced benefit and shall forfeit any amount over and above the reduced amount.

5.17 *Changes in Form of Timing of Benefit Payments*. The Bank and the Participant may, subject to the terms hereof, amend this Plan to delay the timing or change the form of payments. Any such amendment:

(a) must take effect not less than twelve (12) months after the amendment is made;

(b) must, for benefits distributable due solely to the arrival of a specified date, or on account of Separation from Service or Change in Control, delay the commencement of distributions for a minimum of five (5) years from the date the first distribution was originally scheduled to be made;

(c) must, for benefits distributable due solely to the arrival of a specified date, be made not less than twelve (12) months before distribution is scheduled to begin; and

(d) may not accelerate the time or schedule of any distribution.

ARTICLE 6
BENEFICIARIES

6.1 *Designation of Beneficiaries*. The Participant may designate any person to receive any benefits payable under the Plan upon the Participant's death, and the designation may be changed from time to time by the Participant by filing a new designation. Each designation will revoke all prior designations by the Participant, shall be in the form prescribed by the Administrator and shall be effective only when filed in writing with the Administrator during the Participant's lifetime. If the Participant names someone other than the Participant's spouse as a Beneficiary, the Administrator may, in its sole discretion, determine that spousal consent is required to be provided in a form designated by the Administrator, executed by the Participant's spouse, and returned to the Administrator. The Participant's beneficiary designation shall be deemed automatically revoked if the Beneficiary predeceases the Participant or if the Participant names a spouse as Beneficiary and the marriage is subsequently dissolved.

6.2 *Absence of Beneficiary Designation*. In the absence of a valid Beneficiary designation or if there is any dispute as to who is a valid Beneficiary, or if, at the time any benefit payment is due to a Beneficiary, there is no living Beneficiary validly named by the Participant, the Bank shall pay the benefit payment to the Participant's estate. In determining the existence or identity of anyone entitled to a benefit payment, the Bank may rely conclusively upon information supplied by the Participant's personal representative, executor, or administrator.

ARTICLE 7
ADMINISTRATION

7.1 *Administrator Duties*. The Administrator shall be responsible for the management, operation, and administration of the Plan. When making a determination or calculation, the Administrator shall be entitled to rely on information furnished by the Bank, Participant or Beneficiary. No provision of this Plan shall be construed as imposing on the Administrator any fiduciary duty under ERISA or other law, or any duty similar to any fiduciary duty under ERISA or other law.

7.2 *Administrator Authority*. The Administrator shall enforce this Plan in accordance with its terms, shall be charged with the general administration of this Plan, and shall have all powers necessary to accomplish its purposes.

7.3 *Binding Effect of Decision*. The decision or action of the Administrator with respect to any question arising out of or in connection with the administration, interpretation or application of this Plan and the rules and regulations promulgated hereunder shall be final, conclusive, and binding upon all persons having any interest in this Plan.

7.4 *Compensation, Expenses, and Indemnity*. The Administrator shall serve without compensation for services rendered hereunder. The Administrator is authorized at the expense of the Bank to employ such legal counsel and recordkeeper as it may deem advisable to assist in the performance of its duties hereunder. Expense and fees in connection with the administration of this Plan shall be paid by the Bank.

7.5 *Bank Information*. The Bank shall supply full and timely information to the Administrator on all matters relating to the Participant's compensation, death, Disability or Separation from Service, and such other information as the Administrator reasonably requires.

7.6 *Compliance with Code Section 409A*. The Bank and the Participants intend that the Plan comply with the provisions of Code Section 409A to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year prior to the year in which amounts are actually paid to the Participant or Beneficiary. This Plan shall be construed, administered, and governed in a manner that affects such intent, and the Administrator shall not take any action that would be inconsistent therewith. The Participants agree that the Bank may take action in its sole discretion to amend the Plan in order to comply with Code Section 409A.

ARTICLE 8
CLAIMS AND REVIEW PROCEDURES

8.1 *Claims Procedure*. A Claimant who has not received benefits under this Plan that he or she believes should be distributed shall make a claim for such benefits as follows.

(a) Initiation – Written Claim. The Claimant initiates a claim by submitting to the Administrator a written claim for the benefits. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within sixty (60) days after such notice was received by the Claimant. All other claims must be made within one hundred eighty (180) days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

(b) Timing of Administrator Response. The Administrator shall respond to such Claimant within ninety (90) days after receiving the claim. If the Administrator determines that special circumstances require additional time for processing the claim, the Administrator can extend the response period by an additional ninety (90) days by notifying the Claimant in writing, prior to the end of the initial ninety (90) day period, that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Administrator expects to render its decision.

If the claim relates to a Participant's disability, the Administrator must provide the Claimant: (i) a complete discussion of why the Plan denied the claim and the standards applied in reaching the decision, including the basis for disagreeing with the views of medical and/or vocational professionals, or with disability benefit determinations by the Social Security Administration; (ii) a statement that the Claimant is entitled to receive the entire claim file and other relevant documents upon request; and (iii) either the internal rules, guidelines, protocols, standards or other similar Plan criteria used in denying a disability claim, or a statement that none of these was used.

(c) Notice of Decision. If the Administrator denies part or all of the claim, the Administrator shall notify the Claimant in writing of such denial. The Administrator shall write the notification in a manner calculated to be understood by the Claimant. The notification shall set forth: (i) the specific reasons for the denial; (ii) a reference to the specific provisions of this Plan on which the denial is based; (iii) a description of any additional information or material necessary for the Claimant to perfect the claim and an explanation of why it is needed; (iv) an explanation of this Plan's review procedures and the time limits applicable to such procedures; and (v) a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

8.2 *Review Procedure*. If the Administrator denies part or all of the claim, the Claimant shall have the opportunity for a full and fair review by the Administrator of the denial as follows.

(a) Initiation – Written Request. To initiate the review, the Claimant, within sixty (60) days after receiving the Administrator's notice of denial, must file with the Administrator a written request for review.

(b) Additional Submissions – Information Access. The Claimant shall then have the opportunity to submit written comments, documents, records, and other information relating to the claim. The Administrator shall also provide the Claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (as defined in applicable ERISA regulations) to the Claimant's claim for benefits.

(c) Considerations on Review. In considering the review, the Administrator shall take into account all materials and information the Claimant submits relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) Timing of Administrator Response. The Administrator shall respond in writing to such Claimant within sixty (60) days after receiving the request for review. If the Administrator determines that special circumstances require additional time for processing the claim, the Administrator can extend the response period by an additional sixty (60) days by notifying the Claimant in writing, prior to the end of the initial sixty (60) day period, that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Administrator expects to render its decision.

(e) Notice of Decision. The Administrator shall notify the Claimant in writing of its decision on review. The Administrator shall write the notification in a manner calculated to be understood by the Claimant. The notification shall set forth: (a) the specific reasons for the denial; (b) a reference to the specific provisions of this Plan on which the denial is based; (c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the Claimant's claim for benefits; (d) a statement of the Claimant's right to bring a civil action under ERISA Section 502(a); and (e) a discussion of any applicable contractual limitations periods in the Plan, including the calendar date on which the limitations period expires for the claim.

ARTICLE 9
AMENDMENT AND TERMINATION

9.1 *Plan Amendment Generally*. This Plan may be amended only by a written agreement signed by the Bank, provided that such amendment does not reduce or eliminate any vested benefit hereunder unless otherwise agreed to by the Participant.

9.2 *Amendment to Insure Proper Characterization of Plan.* Notwithstanding anything in this Plan to the contrary, the Plan may be amended by the Bank at any time, if found necessary in the opinion of the Bank, i) to ensure that the Plan is characterized as plan of deferred compensation maintained for a select group of management or highly compensated employees as described under ERISA, ii) to conform the Plan to the requirements of any applicable law, including but not limited to Code Section 409A; or iii) to comply with the written instructions of the Bank's auditors or banking regulators.

9.3 *Plan Termination Generally*. This Plan may be terminated only by a written document signed by the Bank. In case of such termination, the benefit to be paid to each Participant hereunder shall be the Participant's Deferral Account balance. However, except as provided in Section 9.4, Plan termination shall not cause a distribution of benefits hereunder. Rather, upon termination benefit distributions will be made at the earliest distribution event permitted under Article 5.

9.4 *Effect of Complete Termination*. Notwithstanding anything to the contrary in Section 9.3, and subject to the requirements of Code Section 409A and Treasury Regulations

§1.409A-3(j)(4)(ix), at certain times the Bank may completely terminate and liquidate the Plan. In the event of such a complete termination, the Bank shall pay the Deferral Account balance to the Participant. Such complete termination of the Plan shall occur only under the following circumstances and conditions.

(a) Corporate Dissolution or Bankruptcy. The Bank may terminate and liquidate this Plan within twelve (12) months of a corporate dissolution taxed under Code Section 331, or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A), provided that all benefits paid under the Plan are included in the Participant's gross income in the latest of: (i) the calendar year which the termination occurs; (ii) the calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (iii) the first calendar year in which the payment is administratively practicable.

(b) Change in Control. The Bank may terminate and liquidate this Plan by taking irrevocable action to terminate and liquidate within the thirty (30) days preceding or the twelve (12) months following a Change in Control. This Plan will then be treated as terminated only if all substantially similar arrangements sponsored by the Bank which are treated as deferred under a single plan under Treasury Regulations §1.409A-1(c)(2) are terminated and liquidated with respect to each Participant who experienced the Change in Control so that the Participants and any participants in any such similar arrangements are required to receive all amounts of compensation deferred under the terminated arrangements within twelve (12) months of the date the Bank takes the irrevocable action to terminate the arrangements.

(c) Discretionary Termination. The Bank may terminate and liquidate this Plan provided that: (i) the termination does not occur proximate to a downturn in the financial health of the Bank; (ii) all arrangements sponsored by the Bank and Affiliates that would be aggregated with any terminated arrangements under Treasury Regulations §1.409A-1(c) are terminated; (iii) no payments, other than payments that would be payable under the terms of this Plan if the termination had not occurred, are made within twelve (12) months of the date the Bank takes the irrevocable action to terminate this Plan; (iv) all payments are made within twenty- four (24) months following the date the Bank takes the irrevocable action to terminate and liquidate this Plan; and (v) neither the Bank nor any of its Affiliates adopt a new arrangement that would be aggregated with any terminated arrangement under Treasury Regulations §1.409A-1(c) if the Participant participated in both arrangements, at any time within three (3) years following the date the Bank takes the irrevocable action to terminate this Plan.

ARTICLE 10
MISCELLANEOUS

10..1 *No Effect on Other Rights.* This Plan, and each Participant's Participation Agreement constitute the entire agreement between the Bank and the Participant as to the subject matter hereof. No rights are granted to the Participants by virtue of this Plan other than those specifically set forth herein. Nothing contained herein will confer upon any Participant the right to be retained in the service of the Bank nor limit the right of the Bank to discharge or otherwise deal with the Participant without regard to the existence hereof.

10.2 *State Law*. To the extent not governed by ERISA, the provisions of this Plan shall be construed and interpreted according to the internal law of the State of Nevada without regard to its conflicts of laws principles.

10.3 *Validity*. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

10.4 *Nonassignability*. Benefits under this Plan cannot be sold, transferred, assigned, pledged, attached, or encumbered in any manner.

10.5 *Unsecured General Creditor Status*. Payment to the Participant or any Beneficiary hereunder shall be made from assets which shall continue, for all purposes, to be part of the general, unrestricted assets of the Bank and no person shall have any interest in any such asset by virtue of any provision of this Plan. The Bank's obligation hereunder shall be an unfunded and unsecured promise to pay money in the future. In the event that the Bank purchases an insurance policy insuring the life of the Participant to recover the cost of providing benefits hereunder, neither the Participant nor the Beneficiary shall have any rights whatsoever in said policy or the proceeds therefrom.

10.6 *Unclaimed Benefits*. The Participant shall keep the Bank informed of the Participant's current address and the current address of the Beneficiary. If the location of the Participant is not made known to the Bank within three years after the date upon which any payment of any benefits may first be made, the Bank shall delay payment of the Participant's benefit payment(s) until the location of the Participant is made known to the Bank; however, the Bank shall only be obligated to hold such benefit payment(s) for the Participant until the expiration of three (3) years. Upon expiration of the three (3) year period, the Bank may discharge its obligation by payment to the Beneficiary. If the location of the Beneficiary is not made known to the Bank by the end of an additional two (2) month period following expiration of the three (3) year period, the Bank may discharge its obligation by payment to the Participant's estate. If there is no estate in existence at such time or if such fact cannot be determined by the Bank, the Participant and Beneficiary shall thereupon forfeit all rights to any benefits provided under this Plan.

10.7 *Removal*. Notwithstanding anything in this Plan to the contrary, the Bank shall not distribute any benefit under this Plan if the Participant is subject to a final removal or prohibition order issued pursuant to Section 8(e) of the Federal Deposit Insurance Act. Furthermore, any payments made to the Participant pursuant to this Plan shall, if required, comply with 12 U.S.C. 1828, FDIC Regulation 12 CFR Part 359 and any other regulations or guidance promulgated thereunder.

10.8 *Notice*. Any notice, consent or demand required or permitted to be given to the Bank or Administrator under this Plan shall be sufficient if in writing and hand-delivered or sent by registered or certified mail to the Bank's principal business office. Any notice or filing required or permitted to be given to the Participant or Beneficiary under this Plan shall be sufficient if in writing and hand-delivered or sent by mail to the last known address of the Participant or Beneficiary, as appropriate. Any notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or on the receipt for registration or certification.

10.9 *Headings and Interpretation*. Headings and sub-headings in this Plan are inserted for reference and convenience only and shall not be deemed part of this Plan. Wherever the fulfillment of the intent and purpose of this Plan requires, and the context will permit, the use of the masculine gender includes the feminine and use of the singular includes the plural.

10.10 *Alternative Action*. In the event it becomes impossible for the Bank or the Administrator to perform any act required by this Plan due to regulatory or other constraints, the Bank or Administrator may perform such alternative act as most nearly carries out the intent and purpose of this Plan and is in the best interests of the Bank, provided that such alternative act does not violate Code Section 409A.

10.11 *Coordination with Other Benefits*. The benefits provided for the Participant or the Beneficiary under this Plan are in addition to any other benefits available to the Participant under any other plan or program for employees of the Bank. This Plan shall supplement and shall not supersede, modify, or amend any other such plan or program except as may otherwise be expressly provided herein.

10.12 *Inurement*. This Plan shall be binding upon and shall inure to the benefit of the Bank, its successor and assigns, and the Participant, the Participant's successors, heirs, executors, administrators, and the Beneficiary.

10.13 *Tax Withholding*. The Bank may, in its sole discretion, make such provisions and take such action as it deems necessary or appropriate for the withholding of any taxes which the Bank is required by any law or regulation to withhold in connection with any benefits under the Plan. The Participant shall be solely responsible for the payment of all individual tax liabilities relating to any benefits paid hereunder.

10.14 *Aggregation of Plan*. If the Bank offers other account balance deferred compensation arrangements in addition to this Plan, this Plan and those arrangements shall be treated as a single plan to the extent required under Code Section 409A.

IN WITNESS WHEREOF, a representative of the Bank has executed this Plan as indicated below:

GBANK:

By: _____

Date:

This Third Amended and Restated GBank Deferred Incentive Compensation Plan is hereby agreed to and accepted by:

PARTICIPANT:

By: _____
Date:

THIRD AMENDED AND RESTATED
GBANK DEFERRED INCENTIVE COMPENSATION PLAN

PARTICIPATION AGREEMENT

I, _____, an employee selected by the Administrator as described in Section 2.1 of the Third Amended and Restated GBank Deferred Incentive Compensation Plan (the "Plan") effective January 1, 2024, hereby elect to become a Participant of the Plan in accordance with Section 2.2 of the Plan.

I acknowledge that I have read the Plan document and agree to be bound by its terms.

Executed this day of .

PARTICIPANT:

By: _____

Received by the Administrator this day of .

By: _____

THIRD AMENDED AND RESTATED
GBANK DEFERRED INCENTIVE COMPENSATION PLAN

BENEFICIARY DESIGNATION

I designate the following as Beneficiary under this Plan:

Primary :

Contingent:

I understand that I may change this beneficiary designation by delivering a new written designation to the Administrator, which shall be effective only upon receipt by the Administrator prior to my death. I further understand that the designation will be automatically revoked if the Beneficiary predeceases me or if I have named my spouse as Beneficiary and our marriage is subsequently dissolved.

PARTICIPANT:

By: _____
Date:

SPOUSAL CONSENT (Required only if Administrator requests and someone other than spouse is named Beneficiary)

I consent to the beneficiary designation above. I also acknowledge that if I am named Beneficiary and my marriage is subsequently dissolved, the beneficiary designation will be automatically revoked.

Spouse Name: _____

Signature: _____ Date: _____

Received by the Administrator this day of .

By: _____

THIRD AMENDED AND RESTATED
GBANK DEFERRED INCENTIVE COMPENSATION PLAN

Exhibit A to the Participation Agreement for

Monthly payments and Contributions under the Plan, to the extent permitted under Code Section 409A, may be delayed if (i) the Bank is notified by its applicable regulator that it is being or will be downgraded to a CAMEL rating of 4 or less, (ii) the Bank fails to maintain a Capital Conservation Buffer, as defined under Basel III, thereby applying restrictions on discretionary payments and distributions, or (iii) the Bank is otherwise notified by its applicable regulator that such payment would contravene applicable banking regulations and would not be allowed.

SBA INCENTIVE COMPENSATION PLAN

It is the purpose of this Plan to incent the Participant to meet or exceed designated performance goals which are designed to enhance the Bank's and SBA Division's long-term profitability. The Bank promotes activities intended to generate sustainable revenue performance through its core business strategy of meeting the banking needs of its business clients. Details for the SBA Incentive Compensation Plan are applicable to the Plan Year beginning January 1, 2024.

Monthly Earned Cash Incentives – SBA 7(a) and USDA B&I: This section applies to Government Guaranteed loan originations under the 7(a) and USDA B&I programs originated directly by the Bank's SBA Hospitality Division (Branch 50) only. It is acknowledged that incentives outlined below will be eligible for payment at fifty percent (50%) of eligible incentives at initial origination with the remaining fifty percent (50%) payable following the full funding of each applicable loan. SBA 7(a) and USDA Cash Incentives ("SBACI") are eligible under this section regardless of whether or not the Bank sells all or part of the loan on the secondary market.

Incentives are based on the full percentage guarantees that are available under each respective program. In other words, incentives earned under this section may be reduced on a particular loan, on a pro-rata basis, based on the actual percentage guarantee in relation to the maximum guarantee under that particular loan program type. For example, if a 7(a) loan is made to a borrower or borrower group with other SBA 7(a) loans, which reduces the Bank's guarantee from the typical 75% to 50%, the incentive as outlined below would be reduced by 33⅓% for that loan. Upward adjustments will not be made in the event that the Bank's guarantee is higher than 75% for any related loan.

SBACI payments are to be made monthly to the Participant and will be calculated for each subject loan, originated under the Bank's SBA Hospitality Division (Branch 50), as follows:

Third Party Broker Fees	Direct Br 50 7(a) & USDA Origination SBACI	Indirect Br 50 7(a) & USDA Origination SBACI
0.75% or less	1.25% of TTL Loan Amount	0.60% of TTL Loan Amount
0.76% - 1.25%	0.75% of TTL Loan Amount	0.40% of TTL Loan Amount
1.26% - 1.75%	0.65% of TTL Loan Amount	0.20% of TTL Loan Amount
1.76% - 2.00%	0.30% of TTL Loan Amount	No Incentive
2.01% - 2.25%	0.10% of TTL Loan Amount	No Incentive
Over 2.25%	No Incentive	No Incentive

Deferred Contributions – SBA 7(a) and USDA B&I:

Deferred Incentives under this Plan are earned for future Contributions based on the timing of closing and fully funding each subject SBA 7(a) and USDA loan. The sum of the Contributions to the Deferral Accounts will be calculated based on annual performance and will relate directly to SBACI earned by the Participant during the Plan Year. The maximum amount available for annual deferred Contributions will equal 100% of all SBACI earned during the Plan Year and will be calculated as follows:

TABLE 1.

Description	Deferred Earned Amounts Relating to SBACI
The Bank maintains Preferred Lender Program status with the SBA for the entirety of the Plan Year.	+20% of SBACI
The total of SBA 7(a) or USDA B&I loans that are: (i) 90 days or more past due and (ii) have been placed on elevated watch status (Special Mention or worse) for any quarter end during the Plan Year does not exceed $5,000,000 in current principal outstanding, net of sold and retained guaranteed portions. Quarters end shall be comprised of: March 31, June 30, September 30, and December 31.1	+20% of SBACI
Examinations conducted on the Bank by the Federal Deposit Insurance Corporation and/or the Nevada Financial Institutions Division during the Plan Year conclude with satisfactory results relating to the Bank's SBA Lending Division. This adjustment shall include Safety & Soundness as well as Regulatory Compliance examinations or reviews conducted during the Plan Year.2	+20% of SBACI
35% or more of gross SBA 7(a) and USDA loans originated during the Plan Year, as measured by original loan commitments, are made to borrowers with an NAICS code other than 721XXX.	+15% of SBACI
35% or more of gross SBA 7(a) and USDA loans originated during the Plan Year, as measured by original loan commitments, are associated with eligible incentives paid to other Bank employees; these plans are defined in Exhibit B.	+15% of SBACI
SBA related internal and third-party audits conducted during the plan year conclude with satisfactory results. Related audits include, but may not be limited to: SBA Loan Servicing, Internal Controls, Credit Quality Review, and SBA File Audit. 2	+10% of SBACI

1– Deferred Contributions under this category shall be calculated on a pro-rata basis for each quarter end. For example, should this performance measure be met for three of the four quarters during the Plan Year, the participant would be eligible for Deferred Contributions of +15% of SBACI earned during the Plan Year.

2 - Satisfactory results for these noted adjustments shall be determined for each Plan Year by the Administrator, at its sole and reasonable discretion. Partial deductions may be applied to these incentive factors based on an examination and audit performance scale, as determined by the Administrator, at its sole and reasonable discretion.

Bank Loan Referral Fees: In the event that the officer directly refers a loan to another lender or financial institution that results in a referral fee or premium paid to the Bank, a monthly incentive shall be paid equal to 30% of the net referral fee or premium. Net amounts paid to the Bank for this calculation shall be reduced by any broker/referral fees paid to another party or other costs paid by the Bank. If this type of loan is referred by another Bank employee that is participating under the SBA RE Loan Manager incentive plan (Exhibit B), the monthly incentive paid to the Participant shall be 15% of the net referral fee or premium. This section shall only apply to loans that are underwritten, approved, and closed by another lender or financial institution.

SBA 504 & Conventional: In the event that the officer directly originates an SBA 504 or conventional loan (including conventional portion of pari passu), the officer will earn an incentive equivalent to 0.25% of the total applicable loan amount. In the case of SBA 504 loans, incentives paid under this section will be limited to the lesser of (1) 0.25% of the loan amount or (2) 50% of net fees collected. Net fees collected will be calculated as fees collected from the borrower less third- party broker fees paid by the Bank.

Clawback Provision: Incentive amounts eligible for monthly payment to the Participant and paid under this Plan are subject to full repayment to the Bank if the underlying loan account becomes 90 days or more past due, is placed into default or is downgraded to an adverse or elevated watch status (Special Mention or worse) within the first 18 months of origination (any such event described as a "Incentive Reimbursement Event" and the loan that is the subject thereof, a "Fee Reimbursement Loan"). Upon the occurrence of a Fee Reimbursement Event, the amounts previously paid to the Participant under the monthly payment structure in respect of such downgrade or deteriorated performance of the Fee Reimbursement Loan will be recouped by the Bank by being setoff against the next due incentive payments that would otherwise have been payable to the Participant. However, should an Incentive Reimbursement Event occur following Separation from Service, amounts due to the Bank shall either be offset by future payments remaining eligible under the Plan or, to the extent that no such future payments exist, will be immediately payable to the Bank by the Participant. Notwithstanding anything herein to the contrary and for purposes of eliminating doubt, the Participant agrees to the Clawback provisions in Section 3.2 of the Plan and that the Bank's rights under such Section 3.2 shall be in addition to any rights of the Bank specifically set forth in this Exhibit A or any Exhibit B to the Participation Agreement.

Payment Limitations: Bank Management shall track profitability of the SBA Hospitality Division (Branch 50) as a separate profit center. Total profitability will be measured consistent with GAAP and will include revenue generated through loan sales, servicing, and interest revenue on SBA and USDA loans as well as conventional and other loans primarily sourced through the SBA Department. These revenues will be offset by actual department expenses, mutually agreed upon allocations for other overhead items, mutually agreed up allocations for Allowance for Loan and Lease Loss Provision Expenses, and an appropriate funds transfer pricing interest charge for SBA Department asset funding. Allocations for Allowance for Loan and Lease Loss Provision Expenses shall consider as pertaining to the SBA Hospitality Division and its loan portfolio: growth, changes in expected losses, and actual net loan loss experience.

Combined incentives paid for and accrued under the combination of the monthly payment programs and Contributions made by the Bank under the Deferred Incentive Compensation Plan, including annual contributions and interest credits, will not exceed **20%** of departmental pre-tax profitability respective to each Plan Year. Downward adjustments in incentive compensation amounts as required under the departmental pre-tax profitability measure will occur, if needed, in this order:

1. Reduction in DCP Contribution to occur in Q1 2025

2. Reduction in monthly volume-based incentives beginning in January 2025

It is further acknowledged that the accrued Contribution amounts accrued for the Plan Year, and eligible for Contribution in Q1 2025, will not exceed $1,500,000.

Acknowledgement: Both parties agree to abide by the terms outlined in this SBA Incentive Compensation Plan as well as the entirety of Exhibit A of your Participation Agreement to the Third Amended and Restated GBank Deferred Incentive Compensation Plan. Participant acknowledges that they must be employed by the Bank on each applicable pay date in order to be eligible for monthly payments under the Plan.

PARTICIPANT:

By: _____
Date:

GBANK:

By: _____

Date:

THIRD AMENDED AND RESTATED
GBANK DEFERRED INCENTIVE COMPENSATION PLAN

Exhibit B to the Participation Agreement for

As indicated within Exhibit A of each Participant's Participation Agreement to the Third Amended and Restated GBank Deferred Incentive Compensation Plan, loans under which additional incentive payments are due, payable, or paid to other Bank employees under specifically designated and separate government guaranteed loan incentive compensation plans, the Bank shall make certain reductions in both monthly payments and Contributions to the Deferral Account of the Participant.

For reference the full language of the specifically designated and separate government guaranteed loan incentive compensation plan(s) are as follows:

All incentive compensation plans for the benefit of any Branch 52 (regional) or Branch 54(national GGL) development officers, which may change from time to time.

SBA Lending Division – Branch 50 - SBA RE Loan Manager (SVP) (VP) Loan Incentive Compensation Plan

Bank and Plan Participant acknowledge that plans referenced within this Exhibit B may be changed or modified at any time, at the sole discretion of the Bank.

Acknowledgement: Both parties agree to abide by the terms outlined in this SBA Incentive Compensation Plan as well as the entirety of Exhibit B of the Participation Agreement to the Third Amended and Restated GBank Deferred Incentive Compensation Plan. Participant acknowledges that they must be employed by the Bank on each applicable pay date in order to be eligible for monthly payments under the Plan.

PARTICIPANT:

By: _____
Date:

GBANK:

By: _____

Date:

THIRD AMENDED AND RESTATED
GBANK DEFERRED INCENTIVE COMPENSATION PLAN

DEFERRAL ELECTION FORM FOR PLAN YEAR 2024

Amount of Base Salary Deferral	**Duration**
[Initial and Complete One] ___ I elect to defer ____% of my Base Salary (amount not to exceed _____%). ___ I elect to defer $_____of my Base Salary (amount not to exceed $_____). _X_ I elect not to defer any of my Base Salary.	**[Initial and Complete One]** ___ For ___ year(s) ___ For all future Plan Years

Amount of Bonus Deferral	**Duration**
[Initial and Complete One] ___ I elect to defer ____% of my Bonus (amount not to exceed _____%). ___ I elect to defer $_____of my Bonus (amount not to exceed $_____). _X_ I elect not to defer any of my Bonus.	**[Initial and Complete One]** ___ For ___ year(s) ___ For all future Plan Years

PARTICIPANT:

By: _____
Date:

Received by the Administrator this day of .

By: _____

EXHIBIT 10.8

Intercompany Shared Employment Agreement

This Shared Employment Agreement (the **"Agreement"**) is made and entered into as of the 31st day of January 2024 (the **"Effective Date"**), by and between **GBANK FINANCIAL HOLDINGS INC.**, a Nevada corporation (hereinafter referred to as "Holding Company"), **GBANK**, a Nevada Corporation and a wholly owned subsidiary of GBank Financial Holdings Inc. (hereinafter referred to as "Bank"), and **EDWARD M. NIGRO** (hereinafter referred to as "Executive").

Whereas, the Holding Company and the Bank desire to employ the Executive in the capacity of Executive Chairman, and the Executive agrees to serve in this capacity under the terms and conditions set forth herein.

Now, therefore, the parties agree as follows:

1. Positions and Duties:

Executive Chairman of the Holding Company:

- Direct, oversee, and provide guidance on the growth, development, and implementation of strategic plans for the Holding Company and all subsidiaries and affiliates.
- Direct and provide guidance to all the Holding Company's senior management with respect to each of their respective duties, particularly in areas critical to the Holding Company's financial success.
- Exercise all powers commonly incident to such position or which are or from time to time may be delegated to the by the Holding Company Board.
- Facilitate effective communication between the Boards of the Holding Company, Bank, and all subsidiaries and affiliates, shareholders, and senior management.

Executive Chairman of the Bank:

- Direct, oversee, and provide guidance on the growth, development, and implementation of strategic plans for the Bank and all subsidiaries and affiliates.
- Direct and provide guidance to all the Bank's senior management with respect to each of their respective duties, particularly in areas critical to the Bank's financial success.
- Exercise all powers commonly incident to such position or which are or from time to time may be delegated to the by the Bank Board.

General Responsibilities:

- Executive shall have such responsibilities and duties and such authority to transact business on behalf of the Holding Company, Bank, and all subsidiaries and affiliates, as applicable, that are customarily incident to the office of the Executive Chairman of a Bank Holding Company and state-chartered banking institution, or as may be delegated by the Holding Company and/or Bank Board of Directors, as applicable.

2. Time Allocation and Analysis:

The Executive's time shall be proportionately allocated between the Holding Company, Bank, and subsidiaries and affiliates.

3. Compensation:

The Executive shall receive a total annual base salary compensation of $250,000 per year, payable in regular installments and with standard payroll withholding. The Holding Company and the Bank will each provide annual base salary compensation equivalent to $125,000 per year. This allocation is supported by the analysis of the Executive's time allocation and involvement in roles and responsibilities as defined for the Holding Company, Bank, and all subsidiaries and affiliates, as applicable, and as may change from time to time.

Further, Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Holding Company and/or Bank, in their sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401(k) plan of Bank in which Executive is eligible to participate. Specifically, Executive is eligible to participate in Holding Company and Bank discretionary annual bonus programs, as defined and governed by the Executive Annual and Long-Term Incentive Plan, which is subject to change at any time by the Holding Company's and Bank's Compensation Committee.

4. Term of Agreement and Termination:

Terms of this Agreement, and any changes therein, are subject to the conditions set forth for the Executive Chairman position in the By-Laws of the Holding Company and Bank.

5. Confidentiality:

The Executive agrees not to disclose any confidential information pertaining to the business affairs of both the Holding Company and the Bank during and after the term of employment.

6. Conflict of Interest:

The Executive shall disclose any potential conflicts of interest and shall not engage in any activity that conflicts with the interests of the Holding Company, Bank, or any subsidiaries or affiliates.

7. Governing Law:

This Agreement shall be governed by the laws of Nevada.

8. Entire Agreement:

This document constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings.

9. Board Review and Approval:

This Agreement and the delineated roles and responsibilities of the Executive shall be presented to the Board of Directors of both the Holding Company and the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HOLDING COMPANY

GBANK FINANCIAL HOLDINGS INC.
a Nevada corporation

By: /s/ T. Ryan Sullivan
T. Ryan Sullivan, President/CEO

BANK

GBANK
a Nevada corporation

By: /s/ T. Ryan Sullivan
T. Ryan Sullivan, President/CEO

EXECUTIVE

/s/ Edward M. Nigro
Edward M. Nigro

EXHIBIT 10.9

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into as of the 1st day of September, 2023 (the "**Effective Date**") between **GBANK FINANCIAL HOLDINGS INC.**, a Nevada corporation (hereinafter referred to as "**Employer**"), and **T. RYAN SULLIVAN** (hereinafter referred to as "**Executive**").

In consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **EMPLOYMENT**. Employer hereby employs Executive as President and Chief Executive Officer of Employer and its wholly owned subsidiary, **GBANK**, and Executive hereby accepts the duties that are customarily performed by the President and Chief Executive Officer of a state-chartered banking institution and accepts all other duties described herein, and agrees to discharge the same faithfully and to the best of his ability and consistent with past performances and the highest and best standards of the banking industry, in accordance with the policies of Employer's Board of Directors as established from time to time, and in compliance with all laws and Employer's Articles of Incorporation, Bylaws, Policies and Procedures. Executive shall devote his full business time and attention to the business and affairs of Employer for which he is employed and shall perform the duties thereof to the best of his ability. Except as permitted by the prior written consent of Employer's Board of Directors, Executive shall not directly or indirectly render any services of a business, commercial or professional nature to any other person, firm, or corporation, whether for compensation or otherwise, which are in conflict with Employer's interests. Executive shall perform such other duties as shall be, from time to time, prescribed by Employer's Board of Directors or the Executive Chairman of Employer's Board of Directors.

Executive shall have such responsibilities and duties and such authority to transact business on behalf of Employer, as are customarily incident to the office of President and Chief Executive Officer of a state-chartered banking institution.

2. TERM. Employer hereby employs Executive, and Executive hereby accepts employment with Employer, for the initial period of three (3) years (as the same may be extended, the "**Term**"), commencing as of the Effective Date, with such Term being subject to prior termination as hereinafter provided. Thereafter, the Term shall automatically extend for successive three (3) year periods unless and until (i) either party notifies the other party of its election not to extend the Term by written notice given at least one hundred eighty (180) days prior to the end of the then current Term, or (ii) Executive's employment hereunder is otherwise terminated as hereinafter provided.

3. COMPENSATION. In consideration for all services to be rendered by Executive, Employer agrees that Employer's wholly owned subsidiary, GBank, shall pay Executive a base salary of not less than Four Hundred Thousand Dollars ($400,000.00) per year. Employer shall deduct therefrom all taxes which may be required to be deducted or withheld under any provision of the law (including, but not limited to, social security payments and income tax withholding) now in effect or which may become effective anytime during the Term.

Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Employer, in its sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401(k) plan of Employer in which Executive is eligible to participate. Specifically, Executive is eligible to participate in Employer's discretionary annual bonus programs, as defined and governed by the Employer's Executive Annual and Long-Term Incentive Plan, which is subject to change at any time by the Employer's Compensation Committee.

4. EXPENSE REIMBURSEMENT. Employer further agrees to reimburse Executive for all reasonable expenses incurred by Executive on behalf of Employer in accordance with Employer's then current policies for the same, including entertainment, meal, and travel expenses. Executive agrees to provide Employer with adequate records of all such expenses for which reimbursement is sought.

Employer shall also provide to Executive a monthly automobile allowance of One Thousand Dollars ($1,000). This allowance shall offset Executive's associated automobile operating expenses inclusive of maintenance, gasoline, registration, and insurance. Employer shall report to the Internal Revenue Service the amounts paid by Employer for Executive's automobile allowance for each tax year consistent with Internal Revenue Code requirements.

Employer shall also provide to Executive a monthly phone and data allowance of Three Hundred Dollars ($300). This allowance shall offset Executive's associated telephone, data, and mobile computing related expenses. Employer shall report to the Internal Revenue Service the amounts paid by Employer for Executive's phone and data allowance for each tax year consistent with Internal Revenue Code requirements.

5. INSURANCE. Employer agrees to provide Executive with health insurance benefits that are now or may hereinafter be in effect for all other full-time employees of Employer, including, but not limited to, health, life, vision, and dental insurance to the extent provided by Employer from time to time. Employer may also apply for a "keyman" life insurance policy on Executive with Employer as beneficiary of the policy.

6. PAID TIME OFF. Executive shall be entitled to up to two hundred eighty-eight (288) hours of paid time off ("**PTO**") annually per policy during the Term with at least one (1) week to be taken in a consecutive period during each calendar year. PTO shall be scheduled and taken in accordance with the policies adopted by Employer's Board of Directors from time to time. In no event shall Executive be permitted to carry more than an aggregate of two hundred eighty-eight (288) hours of PTO, and Executive will not be entitled to any additional pay as compensation in respect of any unused PTO in excess thereof. In addition to the PTO provided in this section, Executive is also entitled to paid leave pursuant to Employer's paid leave policy.

7. TERMINATION. Employer shall have the right to terminate Executive's employment hereunder for any of the following reasons:

(a) willful breach of, habitual neglect of, willful failure to perform, or inability to perform, Executive's duties or obligations as President or Chief Executive Officer;

(b) illegal conduct, constituting a crime involving moral turpitude or a felony, or any conduct detrimental to the interests of Employer as determined by Employer's Board of Directors in its sole, but reasonable, discretion;

(c) fraud, theft, dishonesty, or gross negligence in the performance of Executive's duties or obligations hereunder;

(d) the death of Executive;

(e) Executive becoming disabled in a manner or to the extent that Executive cannot perform the essential functions of his position with or without a reasonable accommodation; or

(f) without cause by Employer's Board of Directors in its sole and absolute discretion.

In the event Executive's employment hereunder is terminated for any of the reasons specified in any of subparagraphs (a) through (c) above, Executive will be paid only his unpaid salary earned as of the date of Executive's termination and unreimbursed expenses. Such termination pay shall be considered to be in full and complete satisfaction of any and all rights that Executive may enjoy under the terms of this Agreement other than rights, if any, to exercise any of the stock options vested prior to such termination. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination in compliance with all applicable laws.

In the event Executive's employment hereunder is terminated for any reason specified in paragraphs (d) through (f) above during the Term (excluding any election by Employer not to extend the Term), Executive shall be entitled to termination pay in an amount equal to (i) one (1) year of Executive's then base salary, and (ii) fifty percent (50%) of cash bonuses and cash incentives paid to the Executive for the twelve (12) months prior to the separation date (the "Severance Payment"). For the avoidance of doubt, and for the purposes of calculating the Severance Payment, cash bonuses and cash incentives shall not include any distributions made to Executive which were part of any deferred compensation plan. In the event of any disability of Executive, the Employer will follow those policies and procedures for engaging in the interactive process with Executive as set forth in Employer's written policies and procedures applicable to all employees of Employer. The Severance Payment shall be paid in twelve (12) equal monthly installments, without interest, and shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement, other than rights, if any, to exercise any of the stock options vested prior to such termination, but excluding any Paid Time Off accrued in accordance with **Section 6** above, of which amounts (if applicable) will be paid in accordance with the then Approved PTO Policy of the Employer. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination or, as defined in the Employer's policies, as of the next end of month immediately following termination. Following termination of insurance coverage, COBRA shall be offered to Executive consistent with Employer's policies in place at time of termination. In the event that Executive receives a Severance Payment as a result of the provisions of paragraphs (e) or (f), Executive agrees that he will sign an irrevocable general release as a condition of receipt of the Severance Payment in substantially the form attached hereto as Exhibit A (the "Release") which may be amended only to address intervening changes in the law, or by agreement of both parties.

Notwithstanding the foregoing, in the event of termination for any reason specified in paragraphs (d) through (f) above during the Term (excluding any election by Employer not to extend the Term), all outstanding stock options and restricted stock, whether or not vested, shall be eligible for exercise within ninety (90) days.

8. **ACQUISITION OR DISSOLUTION OF EMPLOYER.** This Agreement shall not be terminated by the voluntary or involuntary dissolution of Employer. Notwithstanding the foregoing, in the event proceedings for liquidation of Employer are commenced by regulatory authorities, this Agreement and all rights and benefits hereunder shall terminate.

In the event of any merger or consolidation where Employer is not the surviving or resulting corporation, or upon transfer of all or substantially all of the stock or assets of Employer, and Executive is not retained by the surviving or resulting corporation in a position satisfactory to Executive, Executive shall (i) be paid two (2) times Executive's then current annual base salary, (ii) be paid fifty percent (50%) of cash bonuses and cash incentives paid to the Executive for the twelve (12) months prior to the separation date, and (iii) have the right to exercise all outstanding stock options, whether or not vested, within ninety (90) days. For the avoidance of doubt, and for the purposes of calculating the payments to Executive under this section, cash bonuses and cash incentives shall not include any distributions made to Executive which were part of any deferred compensation plan. Cash payments shall be made in lump sum and payable to Executive under this section shall be immediate at the closing of the subject merger or consolidation, given that written notice is provided by Executive that any position offered to Executive by surviving or resulting corporation is unsatisfactory and has been, or will be, refused. Such lump sum payment shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement. However, Executive shall still be entitled to all rights under any other agreements Executive has with Employer, including stock option agreements. Executive agrees that in the event of termination of the Agreement for the reason(s) specified in this paragraph, Executive will sign the Release as a condition of receipt of the any such payments or rights contemplated by this paragraph.

Notwithstanding the foregoing, a merger or consolidation shall not include a bank holding company reorganization wherein the shareholders who control at least 80% of the shares of Employer prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the bank holding company reorganization. Furthermore, notwithstanding the foregoing, benefits shall not be payable under this **Section 8** to the extent the benefit would be an excess parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

9. EXECUTIVE COVENANTS.

(a) **Participation in a Competing Business**. Except as otherwise expressly provided in this **Section 9** below, while Executive is employed by Employer pursuant to this Agreement and for a period of either (i) two (2) years following separation of Executive under circumstances as outlined in **Section 8**, or (ii) one (1) year following separation of Executive for any other reason (the "**Restricted Period**"), Executive will not become involved with a Competing Business (as defined below) or serve, directly or indirectly, a Competing Business in any manner, including, without limitation, as a shareholder, member, partner, director, officer, manager, investor, organizer, "founder," employee, consultant, or agent; provided, however, that Executive may acquire and passively own an interest not exceeding two percent (2%) of the total equity interest in any publicly traded entity (whether or not such entity is a Competing Business).

(b) **No Solicitation**. During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any employees of Employer to leave their employment.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any customers of Employer to remove their business from Employer, or to participate in any manner in a Competing Business. This prohibition shall not apply where the former customer(s) voluntarily choose to leave Employer and seek services from Executive.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any direct or indirect sources of referrals to Employer to cease to make or reduce their referrals of business to Employer.

Solicitation prohibited under this paragraph includes solicitation by any means, including, without limitation, meetings, letters and other mailings, electronic communications of any kind, and internet communications.

(c) **Employment Outside Clark County, Nevada**. Executive and Employer expressly acknowledge and agree that a central element of Executive's services to be rendered to Employer is to establish, increase and improve upon, and maintain Employer's local and national business activities. Executive further expressly acknowledges that Employer's SBA lending, prepaid card, and credit card activities and such of Executive are nationwide in scope and not limited to Clark County, Nevada, or the State of Nevada. Accordingly, for the avoidance of doubt, the parties further acknowledge and agree this **Section 9** prohibits Executive during the Restricted Period from accepting employment or otherwise acting in any of the Prohibited Manners of Participation with a Competing Business, even outside of Clark County, Nevada.

(d) **Competing Business Defined**. As used herein, "**Competing Business**" means: (i) any federal or state charted bank, credit union, thrift, or other institution authorized to accept deposit accounts that maintains an office in Clark County, Nevada, or that has any representatives or agents charged with marketing to, furnishing services in, or otherwise doing business on its behalf in Clark County, Nevada; (ii) any SBA lender or other party that furnishes services to or for the benefit of any SBA lender in the markets in which Employer has established business interests, irrespective of whether or not such SBA lender or other such party is based in or does business in Clark County, Nevada, or elsewhere in Nevada; or (iii) any other party that competes with Employer or that directly assists any party in competing with Employer and the Employer's national business lines, which shall include SBA lending, prepaid cards, and credit cards. Competing Business with the Employer shall not include minimal or De Minimus activity in the Employer's national business lines, as defined below.

(e) **De Minimus Defined**. As used herein, "**De Minimus**" means the following: (1) minimum levels of SBA 7(a) lending activity such that related loan origination volumes represent less than $25 million per annum and that related SBA 7(a) loan origination volumes do not represent levels appearing on the SBA's top national 100 7(a) lenders by dollar volume; (ii) any issuances of debit or other payment cards that do not constitute the issuance of prepaid cards; or (iii) any activity that involves the offering of a credit card product through an unaffiliated thirdparty company, organization, or association. De Minimus activity levels will be applicable during the entirety of the Restricted Period.

(f) **Non-Disparagement**. During Executive's employment with Employer, and for a period of two (2) years thereafter, neither Executive nor Employer shall make any remarks, nor publish, nor participate in the publication of, any statements, accounts or stories disparaging the conduct or character of the other party, or any of its subsidiaries or affiliates, or any of its or their managers, officers, directors, members, owners, agents, successors, or assigns. Nothing herein shall be construed as prohibiting Executive or Employer from making any remarks or participating in the publication of any statements or accounts otherwise protected by law or which may be required by any laws, statutes, or regulations governing the scope of Employer's activities and/or industry.

If Executive or Employer, or any related agents, breach any portion in this section, both parties acknowledge that it will be impracticable or extremely difficult to determine the damages suffered. It is, therefore, agreed that, in the event of such a breach, then breaching party shall pay the sum of Five Thousand Dollars ($5,000.00) per breach as liquidated damages. Terms in this section shall be in addition to any and all other rights or remedies available to both parties under applicable law.

(g) **Cooperation**. During Executive's employment with Employer, and following the termination of such employment, Executive agrees to cooperate with Employer in any litigation or administrative proceedings involving any matter in which Executive was involved during his employment with Employer. In the event that Executive bears certain costs in relation to cooperation under this section, all reasonable costs shall be reimbursed to Executive from Employer.

(h) **Fairness**. Executive further acknowledges and agrees that the obligations of Executive contained in this **Section 9** are fair, and do not unreasonably restrict Executive's future employment or business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

(i) **Survival**. This **Section 9** shall survive any termination of Executive's employment with Employer or this Agreement.

10. **INDEMNIFICATION.** To the extent permitted by law, Employer shall indemnify Executive if he was or is a party or is threatened to be made a party in any action brought by a third party against Executive (whether or not Employer is joined as a party defendant) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with said action if Executive acted in good faith and in a manner Executive reasonably believed to be in the best interest of Employer (and with respect to a criminal proceeding if Executive had no reasonable cause to believe his conduct was unlawful), provided that the alleged conduct of Executive arose out of and was within the course and scope of his employment as an officer or employee of Employer. Executive agrees that in the event that he is threatened to be made a party in any action or is named as a party in any action falling within the scope of this paragraph, Employer shall have the right to select and appoint counsel on Executive's behalf. Nothing herein shall be construed as in any way limiting or restricting Employer's ability to seek reimbursement for legal fees and costs incurred by Employer on Executive's behalf if Executive is found to have acted wrongfully or with gross negligence in the performance of his duties.

11. RETURN OF DOCUMENTS. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments, and other materials used or developed by Executive during the Term are solely the property of Employer, and Executive has no right, title, or interest therein. Upon termination of Executive's employment hereunder, Executive or Executive's representatives shall promptly deliver possession of all of said property to Employer in good condition.

12. NOTICES. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be validly given or made if (i) personally delivered, (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any such communication shall be addressed as follows:

To Employer:	GBank Financial Holdings Inc. 9115 W. Russell Rd., Ste. 110 Las Vegas, NV 89148 Attention: Executive Chairman of the Board of Directors
To Executive:	T. Ryan Sullivan 8268 Sonoma View Ct. Las Vegas, NV 89139

Any party hereto may change its or his address for purposes of this **Section 12** by giving notice in accordance herewith, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

13. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns; provided, however, that Executive may not assign any of his duties or obligations hereunder.

14. CODE SECTION 409A; TAXATION. The compensation and benefits provided under this Agreement are intended to either comply with the applicable requirements of the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "**Code Section 409A**") or satisfy the requirements of an applicable exception thereto, and, notwithstanding anything herein to the contrary, this Agreement shall be construed and administered in accordance with such intent. In no event does Employer guarantee any particular tax consequences, outcome, or tax liability to Executive. No provision of this Agreement shall be interpreted or construed to transfer any liability imposed on Executive under the Code, including any liability due to a failure to comply with the requirements of Code Section 409A, from Executive or any other individual to Employer or its subsidiaries, affiliates, or successors. In the event Employer determines that any compensation or benefit payable hereunder may be subject to the requirements of Code Section 409A, Employer (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that Employer in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Code Section 409A or (b) comply with the applicable requirements of Code Section 409A. Each installment payment payable hereunder shall be deemed to be a separate payment for purposes of Code Section 409A. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of Employer, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. With respect to compensation and benefits that are subject to the requirements of Code Section 409A, in the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years. No compensation or benefit that is subject to the requirements of Code Section 409A and that is payable upon Executive's termination of employment shall be paid unless Executive's termination of employment constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).

15. APPLICABLE LAW. This Agreement is made and entered into in the State of Nevada, and the laws of said State shall govern the validity and interpretation hereof, and the performance of the parties hereto and their respective duties and obligations hereunder.

16. CAPTIONS AND PARAGRAPH HEADINGS. Captions and section and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

17. INVALID PROVISIONS. Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated; provided, however, that in lieu of such invalid, void or unenforceable provision, there shall be added to this Agreement a provision that is valid, not void and enforceable, and is as similar to such invalid, void, or unenforceable provision as may be possible.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Employer, except to the extent that it is contemplated that Executive and Employer may enter into a stock option agreement and that the Board of Directors may specify additional conditions for such stock option grant as specified in any stock option agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by Employer and Executive.

19. CONFIDENTIALITY. Executive hereby agrees that any and all Proprietary Information and/or trade secrets, including, but not limited to, information concerning the Employer's products, data, documentation, services, processes, customers, and prospects, which are disclosed to Executive or to which Executive has access, shall be the property of the Employer. Executive hereby agrees that any Proprietary Information or trade secrets shall be and shall remain the property of the Employer and that Executive shall not in any way reveal or disclose any Proprietary Information or trade secrets relating to the Employer's business endeavors except as specifically directed by the Employer. In addition, nothing in this Agreement shall be construed to convey to Executive any right title, interest, license or right to use the Proprietary Information or any other intellectual property, except as directed by the Employer. For purposes hereof, "**Proprietary Information**" means and includes the following: the identity of, and records, files, and accounts of or concerning, customers or potential customers of Employer; any and all data or information involving the techniques, programs, methods, or contacts employed by Employer in the conduct of its business; any lists, documents, manuals, records, forms, or other materials used by Employer in the conduct of its business; and any other secret or confidential information concerning Employer's business or affairs. The terms "**list**", "**document**", or their equivalent, as used in this **Section 19**, are not limited to a physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of the "list" or "document", whether or not such compilation has been reduced to writing. Nothing in this **Section 19** shall prohibit Executive from releasing any Proprietary Information to Executive's legal counsel or financial advisors, provided that Executive obtains reasonable assurances that such advisors shall not disclose such Proprietary Information. Additionally, it shall not be a breach of this **Section 19** if a disclosure of Proprietary Information is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Executive shall give Employer prompt notice of any such court order, subpoena, or request for information. This **Section 19** shall survive any termination of Executive's employment with Employer or this Agreement.

20. ARBITRATION AND EQUITABLE REMEDIES. Except as otherwise provided below in this **Section 20**, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be addressed pursuant to a separate confidential arbitration agreement to be entered into by the parties, attached hereto and executed concurrently with this Agreement, and that the arbitration described in such separate arbitration agreement shall be the sole and exclusive venue in which any such claims or disputes may be brought to the fullest extent permitted by law. Employer and Executive agree that this provision is material to the Agreement, and that Executive's act of opting-out of the arbitration agreement would constitute Executive's revocation of this Agreement and likewise relieve Employer of its obligations under this Agreement.

Notwithstanding the foregoing, Executive acknowledges and agrees that if Executive commits a breach of **Section 9** or **Section 19**, Employer shall have the right to have such obligations of Executive specifically enforced by any court having appropriate jurisdiction on the grounds that any such breach will cause irreparable injury to Employer, and that money damages will not provide an adequate remedy to Employer. Such remedy shall be in addition to, and not exclusive of, any other remedies available to Employer at law or in equity, all of which remedies shall be cumulative and not mutually exclusive.

21. LEGAL COSTS. If either Executive or Employer commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER

GBANK FINANCIAL HOLDINGS INC.
a Nevada corporation

By: /s/ Edward M. Nigro
Edward M. Nigro, Executive Chairman

EXECUTIVE

/s/ T. Ryan Sullivan
T. Ryan Sullivan

Exhibit A: Form of Release

This release ("Release") is entered into by T. Ryan Sullivan ("Executive") in favor of the Releasees (as defined below) as of the date signed by Executive below.

1. Employment Agreement. Reference is hereby made to the Employment

Agreement, dated September 1, 2023 (the "Employment Agreement") setting forth the agreement between Executive and GBank Financial Holdings Inc. ("Company") regarding the termination of the employment relationship between the parties thereto and the Severance Payment to be provided to Executive under the Employment Agreement. (Capitalized terms used but not defined herein have the meanings ascribed to them in the Employment Agreement.)

2. Release.

(a) Executive, for himself and his spouse, heirs, executors, administrators, insurers, transferees, representatives, successors, and assigns (collectively, the "Executive Releasors") hereby releases and discharges Company and its direct and indirect parents, subsidiaries, predecessors, successors, assigns, divisions, and other affiliated or related companies, and each of their respective past and present officers, directors, managers, agents, employees, members, equityholders, shareholders, investors, advisors, financing sources, insurers, representatives, assigns, principals and counsel, expressly including GBank Financial Holdings Inc. (the "Releasees"), from any and all actions, causes of action, claims, demands, grievances, and complaints, whether known or unknown, that the Executive Releasors ever had or may have at any time through the Effective Date (as defined below). Executive acknowledges and agrees that this Release is intended to and does cover, but is not limited to: (i) any claim of employment discrimination of any kind, whether based on a federal, state, or local Constitution, statute, regulation or court decision, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Civil Rights Acts of 1866, 1871, and 1991, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the Labor Management Relations Act, including Section 301 of the LMRA, the National Labor Relations Act, the Nevada Equal Opportunities for Employment Law, the Nevada Equal Pay Law, the Nevada Wage Payment and Work Hour Law, the Nevada Occupational Safety & Health Act, and the Nevada School Visitation Law, and all claims arising under the Sarbanes-Oxley Act of 2002 (Public Law 107204), including whistleblowing claims under 18 U.S.C. §§ 1513(e) and 1514A; and (ii) any claim, whether statutory, common law, or otherwise, arising out of the terms or conditions of Executive's employment with and/or Executive's separation from Company including, but not limited to, any claims in the nature of tort or implied or express contract, retaliation, harassment and discrimination, wrongful discharge, promissory estoppel, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, libel, slander, defamation, unpaid wages, bonuses, commissions, expense reimbursement, severance, deferred compensation, expense reimbursement or other compensation, for stock options, profit-sharing, equity and related interests, claims arising from or related to tax, penalty, or interest expenses imposed on Executive under the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation taxes imposed pursuant to Code Section 409A, and/or arising out of any and all employee handbooks, policy and procedure manuals, and other policies and practices of Company, claims related to any tangible or intangible property of Executive's that remains with Company, claims for any loss, cost, damage, or expense arising out of any dispute over the tax treatment of any of the compensation received by Executive at any time, and any and all claims for attorneys' fees and costs. The listing of specific rights, claims, and causes of action being released is by way of example only and does not limit the general scope of this Release.

(b) Executive intends that, by this Release, Executive is giving up all rights, claims and causes of action occurring prior to the Effective Date (as defined below), whether or not any damage or injury therefrom has yet occurred. Executive acknowledges that there is a risk that after execution of this Release, he will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with Executive's employment with and/or separation from Company, but that is unknown or unanticipated at the time of the execution of this Release. Executive expressly accepts the risk of loss with respect to both undiscovered claims and with respect to claims for any harm suffered after the execution of this Release arising out of conduct, statements, performance or decisions occurring before the Effective Date. Executive stipulates that this Release will and does apply to all unknown or unanticipated results of any and all matters caused by or connected with Executive's employment with and/or separation from Company, as well as those claims currently known or anticipated. However, this Release does not apply to any rights or claims that may arise out of acts or events that occur after the Effective Date, claims that may not legally be released, or claims to vested benefits, such as health insurance claims and 401k accounts.

(c) Executive further acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date. Executive has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which he or she was otherwise entitled. Executive has been advised that he may consult with the attorney of his choosing concerning this Release prior to executing it, and he has done so.

3. Enforceability of Release; Effective Date. Executive understands and acknowledges that this Release includes a release of claims under the Age Discrimination in Employment Act (the "ADEA"), and understands that one-fourth of the Severance Payment is attributable to this ADEA portion of the Release (the "ADEA Release"). Executive acknowledges that he has been advised to consult with an attorney before signing this Release. Executive further acknowledges the adequacy and sufficiency of the Severance Payment for the promises set forth in this Release, and acknowledges that, in the absence of this Release, Company is not otherwise obligated to pay such sums. Executive further acknowledges that he has been offered at least twenty-one (21) days to consider this Release, that Executive has read the Employment Agreement and this Release and understands their terms and significance, and that Executive has executed this Release with full knowledge of its effect, after having carefully read and considered all terms of this Release and, if Executive has chosen to consult with an attorney, that attorney has fully explained all terms and their significance to Executive. Executive certifies his understanding that Executive may revoke the ADEA Release, as it applies to him, within seven (7) days following execution of this Release, and that this ADEA Release only will not become effective or enforceable until that revocation period has expired, although the remainder of the Release will be effective upon Executive signing the Release. Any revocation should be sent, in writing, to the Executive Chairman of the Board of Directors of Company at the notice address designated in the Employment Agreement. Executive also understands that, should he revoke the ADEA Release within the seven-(7-) day period, the ADEA Release, as it applies to him, would be voided and the Severance Payment attributable to this ADEA Release would not be paid or owed to Executive. This Release will be effective as of the eighth day following its execution by Executive (the "Effective Date"). Executive understands that nothing in this Release affects his ability to test the knowing and voluntary nature of this ADEA Release.

4. Responsibility for Taxes. Executive acknowledges and agrees that Executive is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which at any time may be found to be due on or as a result of the payment made to Executive as consideration for this Release. Executive agrees to indemnify, defend, and hold harmless the Releasees and each of them from or against any claim or liability for any such taxes and related penalties and/or interest, in the event such taxes, penalties and/or interest are assessed by the United States Internal Revenue Service or any other taxing authority. Executive expressly acknowledges that neither Company nor its counsel has made any representations to Executive regarding the tax consequences of any consideration Executive may receive pursuant to this Release and the Employment Agreement.

5. Transition Assistance. For a period of up to twelve (12) months after termination, Executive will use his best efforts to assist in the professional, competent and orderly transition of Executive's former responsibilities to the individual(s) designated by Company. If and when called upon by Company, Executive will make himself reasonably available in person, telephonically, and/or via electronic mail as often as necessary, and will diligently respond to inquiries as soon as reasonably possible. Executive will receive no additional compensation for this cooperation, but will be reimbursed for reasonable expenses (such as telephone and facsimile charges) incurred in connection with the transitioning of these duties. Nothing set forth in this Section or elsewhere is intended to, or does, create or continue any employment, contractor or agent relationship between Executive and Company.

6. Disclosure Obligation. By signing below, Executive represents that Executive has no knowledge or suspicion of any wrongdoing involving improper or false claims with respect to a federal or state governmental agency, or any customer, or any other wrongdoing that involves Executive, Company, or any present or former employee(s), contractors or agents. Executive agrees promptly to contact Company if he learns of or suspects any such wrongdoing in the future.

7. Cooperation. Executive agrees to fully cooperate in the investigation by Company of any issues, and the defense of any claims by, against or otherwise involving Company that might arise that could involve Executive or information within Executive's knowledge as a further condition to receiving the Severance Payment, regardless of whether Executive personally is named in the action. For such cooperation, Company agrees to pay Executive at the rate of **$175** per hour, in addition to reimbursement for reasonable costs incurred.

8. No Pending or Future Lawsuits. Executive represents that there are no lawsuits, claims or actions pending in Executive's name, or brought by Executive on behalf of any other person or entity, against any of the Releasees. Executive also represents that Executive does not intend to bring any claims on his own behalf, or on behalf of any other person or entity, against any of the Releasees. Nothing herein is intended to contravene any law that may permit Executive to file claims and/or cooperate with government agency(ies); however, Executive may not receive any individual compensation as a result of claims brought through or by any such agency.

9. Future Affiliation. Executive agrees that, as a condition of receiving the Severance Payment, Executive will not apply for or seek employment, engagement or reinstatement with Company and its affiliated entities or their successors or assigns at any point in the future, and expressly and forever releases and discharges these entities from any obligation to employ or engage Executive in any capacity. Executive represents and warrants that he has not knowingly accepted, applied for or sought work or employment with any of these entities, and further agrees that if Executive does seek to become affiliated or employed with any such entity, this Release constitutes just and proper cause to deny Executive such affiliation or employment or to immediately terminate such work or employment. This provision may be waived in writing by Company and/or its successors or assigns.

10. Not Admissible. This Release will not be admissible in any proceeding, provided that nothing in this Release will prevent Executive or Company from asserting or pursuing any claim to enforce the terms of this Release or using this Release to defend against claims by the other party.

11. Continuing Obligations. Executive acknowledges and agrees to abide by his continuing obligations under the Employment Agreement following the date hereof.

12. Payment Conditioned upon Compliance. Executive understands that his entitlement to the Severance Payment and any part thereof is contingent upon Executive being in full compliance with this Release and the continuing obligations under the Employment Agreement and any other agreements with Company. Company will have the right to refrain from providing further Severance Payment, and to recoup any Severance Payment already provided to Executive, in the event that Executive breaches his obligations in any material respect, in addition to any other remedies available to Company in law or in equity.

13. Assignment. Executive's continuing obligations under this Release may not be assigned by Executive without the prior written consent of Company, and any purported transfer or assignment will be void. Company may assign its rights and duties thereunder. This Release will inure to the benefit of Company and its successors and assigns (whether by operation of law, merger, change of control or otherwise).

14. Modification and Severability. In the event that any provision of this Release becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, such provision will be modified to render it enforceable to the fullest extent permitted by law. If the provision cannot be modified, this Release will continue in full force and effect without said provision, so long as the remaining provisions remain intelligible and continue to reflect the original intent of the parties.

15. Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Release may be amended and the observation of any provision hereof may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of Company. The failure of Company to insist upon the performance of any of the terms and conditions in this Release, or the failure to prosecute any breach of any of the terms and conditions of this Release, will not be construed thereafter as a waiver of any such terms or conditions.

16. Governing Law; Jurisdiction; Prevailing Party Fees. This Release will be deemed to have been executed and delivered within the State of Nevada, and it will be construed, interpreted, governed and enforced in accordance with the substantive laws of, the State of Nevada, without regard to conflict of law principles. Executive hereby consents to personal and exclusive jurisdiction and venue in the state and federal courts of the State of Nevada. The substantially prevailing party in any action under this Release will be entitled to recover its, his costs and reasonable attorneys' fees.

17. Signatures. A facsimile, pdf, DocuSigned or other electronic signature will have the same force and effect as an original.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, AND HAS HAD AN OPPORTUNITY TO DO SO, AND THAT EXECUTIVE UNDERSTANDS ALL OF ITS TERMS AND EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND THE CONSEQUENCES THEREOF.

Date: _____

_____
T. Ryan Sullivan

MUTUAL ARBITRATION OF DISPUTES AGREEMENT

This Mutual Agreement to Arbitrate Claims ("Agreement") is entered into by and between GBANK FINANCIAL HOLDINGS INC. ("Employer") and T. RYAN SULLIVAN ("Employee"), effective on the date executed below.

1. Employee and Employer mutually agree that any controversy, claim, dispute, or employment dispute arising out of Employee's employment or its termination, whether based on contract, statute or common law, between or among Employee and Employer, including Employer's agents, officers, directors, and/or shareholders, shall be determined by arbitration, except disputes or claims mentioned in paragraph 3 below and those for injunctive relief. Nothing in this Agreement is in any way intended or should be construed to change otherwise existing employment relationship between Employee and Employer.

2. This Agreement shall apply to all claims or controversies arising out of Employee's employment or its termination (collectively, the "Claims") that either party may have against the other, including Employer's parent, subsidiaries, or affiliates or any of their officers, directors, shareholders, representatives, attorneys, agents, or assigns in their capacity as such or otherwise. The Claims covered by this provision include, without limitation, claims arising out of contract law (which includes, but is not limited to, any claims for breach of contract -- employment or otherwise and breach of fiduciary duty), tort law (which includes, but is not limited to, any claims for intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, tortious interference with contract, tortious interference with business relations, disparagement of business reputation), common law, wrongful discharge law (which includes, but is not limited to, any claims for wrongful discharge or termination, constructive discharge, retaliatory discharge), privacy rights, statutory protections, constitutional protections, wage and hour law, conspiracy, fraud, negligent misrepresentation, Nevada Revised Statutes protections (which includes, but is not limited to, any claims for unpaid salary, severance, accrued vacation or sick pay, bonuses or any other type of compensation), any state discrimination law, any claims within any division of the Nevada Department of Industrial Relations, any claim, demand or cause of action arising under any provision of the Nevada Revised Statutes or the Nevada Administrative Code, the federal Family and Medical Leave Act, the federal Civil Rights Acts of 1964 and 1991, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, claims for benefits (except when a benefit or pension plan specifies that its claims procedures shall culminate in an arbitration procedure different from this one), claims based on a violation of public policy, claims for violations of common law, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

3. The only disputes or claims that are not subject to this Mutual Arbitration of Disputes Agreement are: a) any claim by Employee for workers' compensation or state unemployment benefits; b) disputes arbitrable under a collective bargaining agreement or covered by the National Labor Relations Act; c) any claim by Employee for benefits under an Employer plan, which provides for its own arbitration procedure; and d) any claim for injunctive relief by Employer or Employee. Each party has the right to go to court to seek an injunction or similar equitable relief.

4. The Parties understand that, by this Agreement, they are waiving their rights to have a Claim adjudicated by a court or jury.

5. The Parties understand and agree that, by this Agreement and to the extent permissible by law, they are waiving any right to join or consolidate claims in arbitration or in any court with others or to make claims in arbitration or in any court as a representative or as a member of a class, unless such procedures are agreed to by both Parties. Should this provision be held to be unenforceable for any reason, Employee and Employer agree that any consolidated action shall proceed via arbitration. Any determination that this provision is unenforceable shall in no way act to invalidate the remainder of this Agreement and will apply solely to that dispute pursuant to which a determination of unenforceability is rendered.

6. This arbitration provision shall provide the exclusive remedy and each party expressly waives any right he, she or it might have to seek redress in any other forum, except as otherwise specified herein. The arbitration shall be conducted as follows:

(a) The arbitration shall be conducted in a location convenient to the Employee and the Employer and in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. Any decision or award or order of the arbitrator shall be final and binding between the parties as to all claims which were or could have been raised in connection with the dispute to the fullest extent permitted by law, except for any review allowed under the Federal Arbitration Act (9 U.S.C. § 10). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) The American Arbitration Association Rules can be found at www.adr.org. In addition, you may request a copy from your supervisor or any member of management.

(c) There shall be a single neutral arbitrator, who is selected in accordance with the Rules and who is licensed to practice law in Nevada. The arbitrator shall apply the substantive law of Nevada, or federal law, or both, as applicable to the Claim asserted. Each party shall have the right to take written discovery and depositions as well as to subpoena witnesses and documents for discovery and for arbitration, as allowed under the Employment Dispute Resolution Rules of the American Arbitration Association then in effect.

(d) The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a large group who claim to share a common interest seek relief on behalf of the group).

(e) The arbitrator shall have the exclusive authority to resolve any dispute relating to the formation, interpretation, applicability, or enforceability of this Agreement, including, without limitation, any Claim that all or any part of this Agreement is void or voidable. The arbitrator's decision shall be a reasoned decision in writing, revealing the essential findings and conclusions forming the basis of the award.

(f) The arbitrator shall issue a signed and dated written opinion that shall decide all issues submitted and shall state the finding on which the decision is based. The arbitrator shall award only those remedies which are: authorized by law and requested by the parties and which the arbitrator determines to be supported by credible, relevant evidence.

(g) Unless otherwise provided by law, the parties will be responsible for their own attorneys' fees and expenses. The costs of the arbitration, including the hourly fees of the arbitrator, shall be paid by the Employer.

7. By entering into this Agreement, the Parties acknowledge they are agreeing to waive rights they might otherwise have, including, but not limited to, the rights (a) to initiate representative actions, collective actions, and/or class actions, and (b) to participate in representative actions, collective actions, and/or class actions initiated by others.

8. The Parties acknowledge that the Employer is engaged in transactions involving interstate commerce and that the employment relationship between the Parties affects interstate commerce.

9. In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein. This Agreement is the complete agreement of the parties relating to the arbitration of disputes. This agreement supersedes all previous oral, written, or implied understanding about subject matter of this agreement. This agreement cannot be changed without the specific signed, written consent of both parties and shall remain in force should Employee's employment terminate. Notwithstanding any other provision of this agreement, to give maximum effect to this agreement, if necessary, the court or arbitrator shall reform the agreement to the extent necessary to comply with the applicable law.

10. Employee may withdraw his or her consent to this Agreement within thirty (30) days from the date on which he or she signs below by notifying Employer, in writing. This notification must be sent via US certified mail, return receipt to the attention of Edward M. Nigro at GBank, 9115 West Russell Road, Suite 110, Las Vegas, NV 89148. Employee will be reimbursed for the cost of such mailing upon presentation of a genuine receipt of cost of mailing.

11. Employee understands that if he or she signs the Agreement and does not withdraw his or her consent to this Agreement within thirty (30) days of signing it, he or she will be required to arbitrate, as explained above, employment-related claims that he or she may have against Employer.

NOTICE: BY SIGNING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES POLICY DECIDED BY BINDING ARBITRATION AS PROVIDED BY FEDERAL LAW AND THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW, THEY ARE GIVING UP THEIR RIGHTS TO JUDICIAL ADJUDICATION OF THEIR CLAIMS. THIS MUTUAL ARBITRATION OF DISPUTES AGREEMENT IS ENTERED INTO KNOWINGLY AND VOLUNTARY BY THE PARTIES HERETO. YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE SIGNING THIS DISPUTE RESOLUTION AGREEMENT.

EMPLOYEE HAS READ AND UNDERSTANDS THAT FINAL AND BINDING ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM OR DISPUTE AGAINST EMPLOYER AND THAT, BY AGREEING TO USE ARBITRATION TO RESOLVE MY DISPUTE, BOTH EMPLOYER AND I AGREE TO FOREGO ANY RIGHT WE EACH MAY HAVE HAD TO A JURY TRIAL ON ISSUES COVERED BY THIS AGREEMENT, AND FOREGO ANY RIGHT TO BRING CLAIMS ON A REPRESENTATIVE OR A CLASS MEMBER BASIS.

EMPLOYEE AUTHORIZES AND AFFIRMATIVELY AGREES TO SUBMIT TO ARBITRATION ANY DISPUTE ARISING BETWEEN EMPLOYEE AND EMPLOYER.

Dated: September 1, 2023

EMPLOYER:

Edward M. Nigro
Print Name

Edward Nigro
Signature

Executive Chairman
Position

EMPLOYEE:

T. Ryan Sullivan
Print Name

T. Ryan Sullivan
Signature

EXHIBIT 10.10

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into as of the 1st day of August, 2022 (the "**Effective Date**") between **BANK OF GEORGE**, a Nevada corporation (hereinafter referred to as "**Employer**"), and **JEFFERY E. WHICKER** (hereinafter referred to as "**Executive**").

WITNESSETH:

WHEREAS, Employer is desirous of continuing to employ Executive in the capacity hereinafter stated, and Executive is desirous of continuing in the employ of Employer in such capacity, for the period and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. EMPLOYMENT. Employer hereby employs Executive as its Executive Vice President and Chief Financial Officer, and Executive hereby accepts the duties that are customarily performed by the Executive Vice President and Chief Financial Officer of a state-chartered banking institution and accepts all other duties described herein, and agrees to discharge the same faithfully and to the best of his ability and consistent with past performances and the highest and best standards of the banking industry, in accordance with the policies of Employer's Board of Directors as established from time to time, and in compliance with all laws and Employer's Articles of Incorporation, Bylaws, Policies and Procedures. Executive shall devote his full business time and attention to the business and affairs of Employer for which he is employed and shall perform the duties thereof to the best of his ability. Except as permitted by the prior written consent of Employer's Board of Directors, Executive shall not directly or indirectly render any services of a business, commercial or professional nature to any other person, firm or corporation, whether for compensation or otherwise, which are in conflict with Employer's interests. Executive shall perform such other duties as shall be, from time to time, prescribed by Employer's Board of Directors, the Chairman of Employer's Board of Directors, or the Employer's President/CEO.

Executive shall have such responsibilities and duties and such authority to transact business on behalf of Employer, as are customarily incident to the office of Executive Vice President and Chief Financial Officer of a state-chartered banking institution.

2. TERM. Employer hereby employs Executive, and Executive hereby accepts employment with Employer, for the initial period of three (3) years (as the same may be extended, the "**Term**"), commencing as of the Effective Date, with such Term being subject to prior termination as hereinafter provided. Thereafter, the Term shall automatically extend for successive two (2) year periods unless and until (i) either party notifies the other party of its election not to extend the Term by written notice given at least one hundred eighty (180) days prior to the end of the then current Term, or (ii) Executive's employment hereunder is otherwise terminated as hereinafter provided.

3. COMPENSATION. In consideration for all services to be rendered by Executive to Employer, Employer agrees to pay Executive a base salary of not less than Two Hundred and Sixty Five Thousand Dollars ($265,000.00) per year. Employer's Board of Directors and President/CEO shall conduct yearly performance reviews of Executive and, in their sole discretion, determine any increases in Executive's base salary. Employer shall deduct therefrom all taxes which may be required to be deducted or withheld under any provision of the law (including, but not limited to, social security payments and income tax withholding) now in effect or which may become effective anytime during the Term.

Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Employer, in its sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401(k) plan of Employer in which Executive is eligible to participate. Specifically,
Executive is eligible to participate in Employer's discretionary annual bonus programs. During the first year following the Effective Date and only during this first year, payments to Executive under Employer's annual bonus programs shall be no less than 32% of Executive's base salary at time of bonus approval by Employer's Board of Directors. First year payments to Executive under the annual bonus program shall be paid as follows: (i) fifty percent (50%) of bonus paid no later than December 31, 2022 and (ii) fifty percent (50%) of bonus paid no later than March 31, 2023.

4. SIGNING BONUS. The Employer shall pay the Executive a one-time signing bonus of Fifty Thousand Dollars ($50,000) within thirty (30) days of the Effective Date (the "**Signing Bonus**"), less payroll deductions and all required withholdings. If the Executive resigns from employment with the Employer without Good Reason or the Employer terminates the Executive's employment for Cause, in each case prior to the first anniversary of the Effective Date, the Executive must repay to the Employer a pro rata portion of the Signing Bonus representing the remainder of the period between the date of termination and the one year anniversary of the Effective Date. If any repayment is due to the Employer pursuant to this Section, the Executive agrees that the amount of the repayment due is payable in full immediately via personal check, wire, or payroll deduction and the Executive agrees to permit the Employer to deduct this amount from any monies or benefits due to the Executive including wages, bonuses, reimbursements and/or expenses and any remaining amounts are the Executive's responsibility, payable via personal check or wire immediately but in no event later than thirty (30) days of the Executive's last day of employment with the Employer.

5. EXPENSE REIMBURSEMENT. Employer further agrees to reimburse Executive for all reasonable expenses incurred by Executive on behalf of Employer in accordance with Employer's then current policies for the same, including entertainment, meal and travel expenses. Executive agrees to provide Employer with adequate records of all such expenses for which reimbursement is sought.

Employer shall also provide to Executive a monthly automobile allowance of Five Hundred Dollars ($500). This allowance shall offset Executive's associated automobile operating expenses inclusive of maintenance, gasoline, registration and insurance. Employer shall report to the Internal Revenue Service the amounts paid by Employer for Executive's automobile allowance for each tax year consistent with Internal Revenue Code requirements.

Additionally, should Employer require Executive to move or relocate his personal residence during the Term, Employer shall pay to Executive Fifty Thousand Dollars ($50,000) for any future relocations required by Employer. Relocation payments under this section may be used for any related purpose and shall be subject to payroll deductions and all required withholdings.

6. INSURANCE. Employer agrees to provide Executive with health insurance benefits that are now or may hereinafter be in effect for all other full-time employees of Employer, including, but not limited to, health, life, vision and dental insurance to the extent provided by Employer from time to time. Employer may also apply for a "keyman" life insurance policy on Executive with Employer as beneficiary of the policy.

7. PAID TIME OFF. Executive shall be entitled to up to two hundred forty (240) hours of paid time off ("**PTO**") annually per policy during the Term with at least one (1) week to be taken in a consecutive period during each calendar year. PTO shall be scheduled and taken in accordance with the policies adopted by Employer's Board of Directors from time to time. In no event shall Executive be permitted to carry more than an aggregate of two hundred forty (240) hours of PTO, and Executive will not be entitled to any additional pay as compensation in respect of any unused PTO in excess thereof. In addition to the PTO provided in this section, Executive is also entitled to paid leave pursuant to Employer's paid leave policy.

8. TERMINATION. Employer shall have the right to terminate Executive's employment hereunder for any of the following reasons:

(a) willful breach of, habitual neglect of, willful failure to perform, or inability to perform, Executive's duties or obligations as Executive Vice President or Chief Financial Officer;

(b) illegal conduct, constituting a crime involving moral turpitude or a felony, or any conduct detrimental to the interests of Employer as determined by Employer's Board of Directors in its sole, but reasonable, discretion;

(c) fraud, theft, dishonesty or gross negligence in the performance of Executive's duties or obligations hereunder;

(d) the death of Executive;

(e) Executive becoming disabled in a manner or to the extent that Executive cannot perform the essential functions of his position with or without a reasonable accommodation; or

(f) without cause by Employer's Board of Directors in its sole and absolute discretion.

In the event Executive's employment hereunder is terminated for any of the reasons specified in any of subparagraphs (a) through (d) above, Executive will be paid only his unpaid salary earned as of the date of Executive's termination and unreimbursed expenses. Such termination pay shall be considered to be in full and complete satisfaction of any and all rights that Executive may enjoy under the terms of this Agreement other than rights, if any, to exercise any of the stock options vested prior to such termination. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination in compliance with all applicable laws.

In the event Executive's employment hereunder is terminated for any reason specified in paragraphs either (e) or (f) above during the Term (excluding any election by Employer not to extend the Term), Executive shall be entitled to termination pay in an amount equal to one (1) year of Executive's then base salary or the base salary in respect of the remaining portion of the original Term after such termination (the "Severance Payment"). In the event of any disability of Executive, the Employer will follow those policies and procedures for engaging in the interactive process with Executive as set forth in Employer's written policies and procedures applicable to all employees of Employer. The Severance Payment shall be paid in twelve (12) equal monthly installments, without interest, and shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement, other than rights, if any, to exercise any of the stock options vested prior to such termination, but excluding any Paid Time Off accrued in accordance with **Section 7** above, of which amounts (if applicable) will be paid in accordance with the then Approved PTO Policy of the Employer. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination or, as defined in the Employer's policies, as of the next end of month immediately following termination. Following termination of insurance coverage, COBRA shall be offered to Executive consistent with Employer's policies in place at time of termination. In the event that Executive receives a Severance Payment as a result of the provisions of paragraphs (e) or (f), Executive agrees that he will sign an irrevocable general release as a condition of receipt of the Severance Payment in substantially the form attached hereto as Exhibit A (the "Release") which may be amended only to address intervening changes in the law, or by agreement of both parties.

Notwithstanding the foregoing, in the event of termination due the death or disability of Executive, all outstanding stock options, whether or not vested, shall be eligible for exercise within ninety (90) days.

9. ACQUISITION OR DISSOLUTION OF EMPLOYER. This Agreement shall not be terminated by the voluntary or involuntary dissolution of Employer. Notwithstanding the foregoing, in the event proceedings for liquidation of Employer are commenced by regulatory authorities, this Agreement and all rights and benefits hereunder shall terminate.

In the event of any merger or consolidation where Employer is not the surviving or resulting corporation, or upon transfer of all or substantially all of the stock or assets of Employer, and Executive is not retained by the surviving or resulting corporation in a position satisfactory to
Executive, Executive shall be paid one (1) times Executive's then current annual base salary and shall have the right to exercise all outstanding stock options, whether or not vested, within ninety (90) days. For the avoidance of doubt, and for the purposes of calculating the payments to Executive under this section, cash bonuses and cash incentives shall not include any distributions made to Executive which were part of any deferred compensation plan. Cash payments shall be made in lump sum and payable to Executive under this section and shall be immediate at the closing of the subject merger or consolidation, given that written notice is provided by Executive that any position offered to Executive by surviving or resulting corporation is unsatisfactory and has been or will be refused. Such lump sum payment shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement. However, Executive shall still be entitled to all rights under any other agreements Executive has with Employer, including stock option agreements. Executive agrees that in the event of termination of the Agreement for the reason(s) specified in this paragraph, Executive will sign the Release as a condition of receipt of the any such payments or rights contemplated by this paragraph.

Notwithstanding the foregoing, a merger or consolidation shall not include a bank holding company reorganization wherein the shareholders who control at least 80% of the shares of Employer prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the bank holding company reorganization. Furthermore, notwithstanding the foregoing, benefits shall not be payable under this **Section 9** to the extent the benefit would be an excess parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

10. EXECUTIVE COVENANTS.

(a) **Participation in a Competing Business**. Except as otherwise expressly provided in this **Section 10** below, while Executive is employed by Employer pursuant to this Agreement and for a period of one (1) year following separation of Executive under circumstances as outlined in **Section 9** or for any other reason (the "**Restricted Period**"), Executive will not become involved with a Competing Business (as defined below) or serve, directly or indirectly, a Competing Business in any manner, including, without limitation, as a shareholder, member, partner, director, officer, manager, investor, organizer, "founder," employee, consultant, or agent; provided, however, that Executive may acquire and passively own an interest not exceeding two percent (2%) of the total equity interest in any publicly traded entity (whether or not such entity is a Competing Business).

(b) **No Solicitation**. During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any employees of Employer to leave their employment.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any customers of Employer to remove their business from Employer, or to participate in any manner in a Competing Business. This prohibition shall not apply where the former customer(s) voluntarily choose to leave Employer and seek services from Executive.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any direct or indirect sources of referrals to Employer to cease to make or reduce their referrals of business to Employer.

Solicitation prohibited under this paragraph includes solicitation by any means, including, without limitation, meetings, letters and other mailings, electronic communications of any kind, and internet communications.

(c) **Employment Outside Clark County, Nevada**. Executive and Employer expressly acknowledge and agree that a central element of Executive's services to be rendered to Employer is to establish, increase and improve upon, and maintain Employer's local and national business activities. Executive further expressly acknowledges that Employer's SBA lending, prepaid card, and credit card activities and such of Executive are nationwide in scope and not limited to Clark County, Nevada or the State of Nevada. Accordingly, for the avoidance of doubt, the parties further acknowledge and agree this **Section 10** prohibits Executive during the Restricted Period from accepting employment or otherwise acting in any of the Prohibited Manners of Participation with a Competing Business, even outside of Clark County, Nevada.

(d) **Competing Business Defined**. As used herein, "**Competing Business**" means: (i) any federal or state charted bank, credit union, thrift or other institution authorized to accept deposit accounts that maintains an office in Clark County, Nevada or that has any representatives or agents charged with marketing to, furnishing services in, or otherwise doing business on its behalf in Clark County, Nevada; (ii) any SBA lender or other party that furnishes services to or for the benefit of any SBA lender in the markets in which Employer has established business interests, irrespective of whether or not such SBA lender or other such party is based in or does business in Clark County, Nevada or elsewhere in Nevada; or (iii) any other party that competes with Employer or that directly assists any party in competing with Employer and the Employer's national business lines, which shall include SBA lending, prepaid cards, and credit cards.

(e) **Non-Disparagement**. During Executive's employment with Employer, and for a period of two (2) years thereafter, Executive shall not make any remarks nor publish, or participate in the publication of, any statements, accounts or stories disparaging the conduct or character of Employer, or any of its subsidiaries or affiliates, or any of its or their managers, officers, directors, members, owners, agents, successors or assigns. Nothing herein shall be construed as prohibiting Executive from making any remarks or participating in the publication of any statements or accounts otherwise protected by law or which may be required by any laws, statutes or regulations governing the scope of Employer's activities and/or industry.

If Executive or his agents breach any portion in this paragraph, Executive acknowledges that it will be impracticable or extremely difficult to determine the damages suffered by Employer. It is, therefore, agreed that in the event of such a breach by Executive, then Executive shall pay Employer the sum of Five Thousand Dollars ($5,000.00) per breach as liquidated damages, in addition to any and all other rights or remedies available to Employer under applicable law.

(f) **Cooperation**. During Executive's employment with Employer, and following the termination of such employment, Executive agrees to cooperate with Employer in any litigation or administrative proceedings involving any matter in which Executive was involved during his employment with Employer. In the event that Executive bears certain costs in relation to cooperation under this section, all reasonable costs shall be reimbursed to Executive from Employer.

(g) **Fairness**. Executive further acknowledges and agrees that the obligations of Executive contained in this **Section 10** are fair, and do not unreasonably restrict Executive's future employment or business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

(h) **Survival**. This **Section 10** shall survive any termination of Executive's employment with Employer or this Agreement.

11. INDEMNIFICATION. To the extent permitted by law, Employer shall indemnify

Executive if he was or is a party or is threatened to be made a party in any action brought by a third party against Executive (whether or not Employer is joined as a party defendant) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with said action if Executive acted in good faith and in a manner Executive reasonably believed to be in the best interest of Employer (and with respect to a criminal proceeding if Executive had no reasonable cause to believe his conduct was unlawful), provided that the alleged conduct of Executive arose out of and was within the course and scope of his employment as an officer or employee of Employer. Executive agrees that in the event that he is threatened to be made a party in any action or is named as a party in any action falling within the scope of this paragraph, Employer shall have the right to select and appoint counsel on Executive's behalf. Nothing herein shall be construed as in any way limiting or restricting Employer's ability to seek reimbursement for legal fees and costs incurred by Employer on Executive's behalf if Executive is found to have acted wrongfully or with gross negligence in the performance of his duties.

12. RETURN OF DOCUMENTS. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments and other materials used or developed by Executive during the Term are solely the property of Employer, and Executive has no right, title or interest therein. Upon termination of Executive's employment hereunder, Executive or Executive's representatives shall promptly deliver possession of all of said property to Employer in good condition.

13. NOTICES. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be validly given or made if (i) personally delivered, (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any such communication shall be addressed as follows:

To Employer:	Bank of George 9115 W. Russell Rd., Ste. 110 Las Vegas, NV 89148 Attention: T. Ryan Sullivan, President/CEO
To Executive:	Jeffery E. Whicker 6110 Scarlet Leaf Street Las Vegas, NV 89148

Any party hereto may change its or his address for purposes of this **Section 13** by giving notice in accordance herewith, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

14. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Executive may not assign any of his duties or obligations hereunder.

15. CODE SECTION 409A; TAXATION. The compensation and benefits provided under this Agreement are intended to either comply with the applicable requirements of the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "**Code Section 409A**") or satisfy the requirements of an applicable exception thereto, and, notwithstanding anything herein to the contrary, this Agreement shall be construed and administered in accordance with such intent. In no event does Employer guarantee any particular tax consequences, outcome or tax liability to Executive. No provision of this Agreement shall be interpreted or construed to transfer any liability imposed on Executive under the Code, including any liability due to a failure to comply with the requirements of Code Section 409A, from Executive or any other individual to Employer or its subsidiaries, affiliates or successors. In the event Employer determines that any compensation or benefit payable hereunder may be subject to the requirements of Code Section 409A, Employer (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that Employer in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Code Section 409A or (b) comply with the applicable requirements of Code Section 409A. Each installment payment payable hereunder shall be deemed to be a separate payment for purposes of Code Section 409A. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of Employer, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. With respect to compensation and benefits that are subject to the requirements of Code Section 409A, in the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years. No compensation or benefit that is subject to the requirements of Code Section 409A and that is payable upon Executive's termination of employment shall be paid unless Executive's termination of employment constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).

16. APPLICABLE LAW. This Agreement is made and entered into in the State of Nevada, and the laws of said State shall govern the validity and interpretation hereof, and the performance of the parties hereto and their respective duties and obligations hereunder.

17. CAPTIONS AND PARAGRAPH HEADINGS. Captions and section and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. INVALID PROVISIONS. Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated; provided, however, that in lieu of such invalid, void or unenforceable provision, there shall be added to this Agreement a provision that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable provision as may be possible.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Employer, except to the extent that it is contemplated that Executive and Employer may enter into a stock option agreement and that the Board of Directors may specify additional conditions for such stock option grant as specified in any stock option agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by Employer and Executive.

20. CONFIDENTIALITY. Executive hereby agrees that any and all Proprietary Information and/or trade secrets, including, but not limited to, information concerning the Employer's products, data, documentation, services, processes, customers and prospects, which are disclosed to Executive or to which Executive has access, shall be the property of the Employer. Executive hereby agrees that any Proprietary Information or trade secrets shall be and shall remain the property of the Employer and that Executive shall not in any way reveal or disclose any Proprietary Information or trade secrets relating to the Employer's business endeavors except as specifically directed by the Employer. In addition, nothing in this Agreement shall be construed to convey to Executive any right title, interest, license or right to use the Proprietary Information or any other intellectual property, except as directed by the Employer. For purposes hereof, "**Proprietary Information**" means and includes the following: the identity of, and records, files and accounts of or concerning, customers or potential customers of Employer; any and all data or information involving the techniques, programs, methods or contacts employed by Employer in the conduct of its business; any lists, documents, manuals, records, forms or other materials used by Employer in the conduct of its business; and any other secret or confidential information concerning Employer's business or affairs. The terms "**list**", "**document**", or their equivalent, as used in this **Section 20**, are not limited to a physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of the "list" or "document", whether or not such compilation has been reduced to writing. Nothing in this **Section 20** shall prohibit Executive from releasing any Proprietary Information to Executive's legal counsel or financial advisors, provided that Executive obtains reasonable assurances that such advisors shall not disclose such Proprietary Information. Additionally, it shall not be a breach of this **Section 20** if a disclosure of Proprietary Information is made pursuant to a court order, a valid administrative agency subpoena or a lawful request for information by an administrative agency. Executive shall give Employer prompt notice of any such court order, subpoena or request for information.
This **Section 20** shall survive any termination of Executive's employment with Employer or this Agreement.

21. ARBITRATION AND EQUITABLE REMEDIES. Except as otherwise provided below in this **Section 21**, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be addressed pursuant to a separate confidential arbitration agreement to be entered into by the parties, attached hereto and executed concurrently with this Agreement, and that the arbitration described in such separate arbitration agreement shall be the sole and exclusive venue in which any such claims or disputes may be brought to the fullest extent permitted by law. Employer and Executive agree that this provision is material to the Agreement, and that Executive's act of opting-out of the arbitration agreement would constitute Executive's revocation of this Agreement and likewise relieve Employer of its obligations under this Agreement.

Notwithstanding the foregoing, Executive acknowledges and agrees that if Executive commits a breach of **Section 10** or **Section 20**, Employer shall have the right to have such obligations of Executive specifically enforced by any court having appropriate jurisdiction on the grounds that any such breach will cause irreparable injury to Employer, and that money damages will not provide an adequate remedy to Employer. Such remedy shall be in addition to, and not exclusive of, any other remedies available to Employer at law or in equity, all of which remedies shall be cumulative and not mutually exclusive.

22. LEGAL COSTS. If either Executive or Employer commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER

BANK OF GEORGE a Nevada corporation

By: DocuSigned by: Ed Nigro D0E62C219B0E4D9...
Edward M. Nigro, Executive Chairman

By: DocuSigned by: Ryan Sullivan 7417C9027E464C4...
T. Ryan Sullivan, President/CEO

EXECUTIVE

DocuSigned by: Jeff Whicker 5D35A8C478D0496...
Jeffery E. Whicker

Exhibit A: Form of Release

This release ("Release") is entered into by Jeffery E. Whicker ("Executive") in favor of the Releasees (as defined below) as of the date signed by Executive below.

1. Employment Agreement. Reference is hereby made to the Employment Agreement, dated August 1, 2022 (the "Employment Agreement") setting forth the agreement between Executive and Bank of George ("Company") regarding the termination of the employment relationship between the parties thereto and the Severance Payment to be provided to Executive under the Employment Agreement. (Capitalized terms used but not defined herein have the meanings ascribed to them in the Employment Agreement.)

2. Release.

(a) Executive, for herself and his spouse, heirs, executors, administrators, insurers, transferees, representatives, successors, and assigns (collectively, the "Executive Releasors") hereby releases and discharges Company and its direct and indirect parents, subsidiaries, predecessors, successors, assigns, divisions, and other affiliated or related companies, and each of their respective past and present officers, directors, managers, agents, employees, members, equityholders, shareholders, investors, advisors, financing sources, insurers, representatives, assigns, principals and counsel, expressly including GBank Financial Holdings Inc. (the "Releasees"), from any and all actions, causes of action, claims, demands, grievances, and complaints, whether known or unknown, that the Executive Releasors ever had or may have at any time through the Effective Date (as defined below). Executive acknowledges and agrees that this Release is intended to and does cover, but is not limited to: (i) any claim of employment discrimination of any kind, whether based on a federal, state, or local Constitution, statute, regulation or court decision, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Civil Rights Acts of 1866, 1871, and 1991, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the Labor Management Relations Act, including Section 301 of the LMRA, the National Labor Relations Act, the Nevada Equal Opportunities for Employment Law, the Nevada Equal Pay Law, the Nevada Wage Payment and Work Hour Law, the Nevada Occupational Safety & Health Act, and the Nevada School Visitation Law, and all claims arising under the Sarbanes-Oxley Act of 2002 (Public Law 107-204), including whistleblowing claims under 18 U.S.C. §§ 1513(e) and 1514A; and (ii) any claim, whether statutory, common law, or otherwise, arising out of the terms or conditions of Executive's employment with and/or Executive's separation from Company including, but not limited to, any claims in the nature of tort or implied or express contract, retaliation, harassment and discrimination, wrongful discharge, promissory estoppel, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, libel, slander, defamation, unpaid wages, bonuses, commissions, expense reimbursement, severance, deferred compensation, expense reimbursement or other compensation, for stock options, profit-sharing, equity and related interests, claims arising from or related to tax, penalty, or interest expenses imposed on Executive under the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation taxes imposed pursuant to Code Section 409A, and/or arising out of any and all employee handbooks, policy and procedure manuals, and other policies and practices of Company, claims related to any tangible or intangible property of Executive's that remains with Company, claims for any loss, cost, damage, or expense arising out of any dispute over the tax treatment of any of the compensation received by Executive at any time, and any and all claims for attorneys' fees and costs. The listing of specific rights, claims, and causes of action being released is by way of example only and does not limit the general scope of this Release.

(b) Executive intends that, by this Release, Executive is giving up all rights, claims and causes of action occurring prior to the Effective Date (as defined below), whether or not any damage or injury therefrom has yet occurred. Executive acknowledges that there is a risk that after execution of this Release, he will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with Executive's employment with and/or separation from Company, but that is unknown or unanticipated at the time of the execution of this Release. Executive expressly accepts the risk of loss with respect to both undiscovered claims and with respect to claims for any harm suffered after the execution of this Release arising out of conduct, statements, performance or decisions occurring before the Effective Date. Executive stipulates that this Release will and does apply to all unknown or unanticipated results of any and all matters caused by or connected with Executive's employment with and/or separation from Company, as well as those claims currently known or anticipated. However, this Release does not apply to any rights or claims that may arise out of acts or events that occur after the Effective Date, claims that may not legally be released, or claims to vested benefits, such as health insurance claims and 401k accounts.

(c) Executive further acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date. Executive has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which he was otherwise entitled. Executive has been advised that he may consult with the attorney of his choosing concerning this Release prior to executing it, and he has done so.

3. Enforceability of Release; Effective Date. Executive understands and acknowledges that this Release includes a release of claims under the Age Discrimination in Employment Act (the "ADEA"), and understands that one-fourth of the Severance Payment is attributable to this ADEA portion of the Release (the "ADEA Release"). Executive acknowledges that he has been advised to consult with an attorney before signing this Release. Executive further acknowledges the adequacy and sufficiency of the Severance Payment for the promises set forth in this Release, and acknowledges that, in the absence of this Release, Company is not otherwise obligated to pay such sums. Executive further acknowledges that he has been offered at least twenty-one (21) days to consider this Release, that Executive has read the Employment Agreement and this Release and understands their terms and significance, and that Executive has executed this Release with full knowledge of its effect, after having carefully read and considered all terms of this Release and, if Executive has chosen to consult with an attorney, that attorney has fully explained all terms and their significance to Executive. Executive certifies his understanding that Executive may revoke the ADEA Release, as it applies to her, within seven (7) days following execution of this Release, and that this ADEA Release only will not become effective or enforceable until that revocation period has expired, although the remainder of the Release will be effective upon Executive signing the Release. Any revocation should be sent, in writing, to the Chairman of the Board of Directors of Company at the notice address designated in the Employment Agreement. Executive also understands that, should he revoke the ADEA Release within the seven- (7-) day period, the ADEA Release, as it applies to her, would be voided and the Severance Payment attributable to this ADEA Release would not be paid or owed to Executive. This Release will be effective as of the eighth day following its execution by Executive (the "Effective Date"). Executive understands that nothing in this Release affects his ability to test the knowing and voluntary nature of this ADEA Release.

4. Responsibility for Taxes. Executive acknowledges and agrees that Executive is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which at any time may be found to be due on or as a result of the payment made to Executive as consideration for this Release. Executive agrees to indemnify, defend, and hold harmless the Releasees and each of them from or against any claim or liability for any such taxes and related penalties and/or interest, in the event such taxes, penalties and/or interest are assessed by the United States Internal Revenue Service or any other taxing authority. Executive expressly acknowledges that neither Company nor its counsel has made any representations to Executive regarding the tax consequences of any consideration Executive may receive pursuant to this Release and the Employment Agreement.

5. Transition Assistance. For a period of up to twelve (12) months after termination, Executive will use his best efforts to assist in the professional, competent and orderly transition of Executive's former responsibilities to the individual(s) designated by Company. If and when called upon by Company, Executive will make herself reasonably available in person, telephonically, and/or via electronic mail as often as necessary, and will diligently respond to inquiries as soon as reasonably possible. Executive will receive no additional compensation for this cooperation, but will be reimbursed for reasonable expenses (such as telephone and facsimile charges) incurred in connection with the transitioning of these duties. Nothing set forth in this Section or elsewhere is intended to, or does, create or continue any employment, contractor or agent relationship between Executive and Company.

6. Disclosure Obligation. By signing below, Executive represents that Executive has no knowledge or suspicion of any wrongdoing involving improper or false claims with respect to a federal or state governmental agency, or any customer, or any other wrongdoing that involves Executive, Company, or any present or former employee(s), contractors or agents. Executive agrees promptly to contact Company if he learns of or suspects any such wrongdoing in the future.

7. Cooperation. Executive agrees to fully cooperate in the investigation by Company of any issues, and the defense of any claims by, against or otherwise involving Company that might arise that could involve Executive or information within Executive's knowledge as a further condition to receiving the Severance Payment, regardless of whether Executive personally is named in the action. For such cooperation, Company agrees to pay Executive at the rate of **$150** per hour, in addition to reimbursement for reasonable costs incurred.

8. No Pending or Future Lawsuits. Executive represents that there are no lawsuits, claims or actions pending in Executive's name, or brought by Executive on behalf of any other person or entity, against any of the Releasees. Executive also represents that Executive does not intend to bring any claims on his own behalf, or on behalf of any other person or entity, against any of the Releasees. Nothing herein is intended to contravene any law that may permit Executive to file claims and/or cooperate with government agency(ies); however, Executive may not receive any individual compensation as a result of claims brought through or by any such agency.

9. Future Affiliation. Executive agrees that, as a condition of receiving the Severance Payment, Executive will not apply for or seek employment, engagement or reinstatement with Company and its affiliated entities or their successors or assigns at any point in the future, and expressly and forever releases and discharges these entities from any obligation to employ or engage Executive in any capacity. Executive represents and warrants that he has not knowingly accepted, applied for or sought work or employment with any of these entities, and further agrees that if Executive does seek to become affiliated or employed with any such entity, this Release constitutes just and proper cause to deny Executive such affiliation or employment or to immediately terminate such work or employment. This provision may be waived in writing by Company and/or its successors or assigns.

10. Not Admissible. This Release will not be admissible in any proceeding, provided that nothing in this Release will prevent Executive or Company from asserting or pursuing any claim to enforce the terms of this Release or using this Release to defend against claims by the other party.

11. Continuing Obligations. Executive acknowledges and agrees to abide by his continuing obligations under the Employment Agreement following the date hereof.

12. Payment Conditioned upon Compliance. Executive understands that his entitlement to the Severance Payment and any part thereof is contingent upon Executive being in full compliance with this Release and the continuing obligations under the Employment Agreement and any other agreements with Company. Company will have the right to refrain from providing further Severance Payment, and to recoup any Severance Payment already provided to Executive, in the event that Executive breaches his obligations in any material respect, in addition to any other remedies available to Company in law or in equity.

13. Assignment. Executive's continuing obligations under this Release may not be assigned by Executive without the prior written consent of Company, and any purported transfer or assignment will be void. Company may assign its rights and duties thereunder. This Release will inure to the benefit of Company and its successors and assigns (whether by operation of law, merger, change of control or otherwise).

14. Modification and Severability. In the event that any provision of this Release becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, such provision will be modified to render it enforceable to the fullest extent permitted by law. If the provision cannot be modified, this Release will continue in full force and effect without said provision, so long as the remaining provisions remain intelligible and continue to reflect the original intent of the parties.

15. Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Release may be amended and the observation of any provision hereof may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of Company. The failure of Company to insist upon the performance of any of the terms and conditions in this Release, or the failure to prosecute any breach of any of the terms and conditions of this Release, will not be construed thereafter as a waiver of any such terms or conditions.

16. Governing Law; Jurisdiction; Prevailing Party Fees. This Release will be deemed to have been executed and delivered within the State of Nevada, and it will be construed, interpreted, governed and enforced in accordance with the substantive laws of, the State of Nevada, without regard to conflict of law principles. Executive hereby consents to personal and exclusive jurisdiction and venue in the state and federal courts of the State of Nevada. The substantially prevailing party in any action under this Release will be entitled to recover its, his costs and reasonable attorneys' fees.

17. Signatures. A facsimile, pdf, DocuSigned or other electronic signature will have the same force and effect as an original.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, AND HAS HAD AN OPPORTUNITY TO DO SO, AND THAT EXECUTIVE UNDERSTANDS ALL OF ITS TERMS AND EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND THE CONSEQUENCES THEREOF.

Date: _____ _____

Jeffery E. Whicker

MUTUAL ARBITRATION OF DISPUTES AGREEMENT

This Mutual Agreement to Arbitrate Claims ("Agreement") is entered into by and between BANK OF GEORGE ("Employer") and JEFFERY E. WHICKER ("Employee"), effective on the date executed below.

1. Employee and Employer mutually agree that any controversy, claim, dispute, or employment dispute arising out of Employee's employment or its termination, whether based on contract, statute or common law, between or among Employee and Employer, including Employer's agents, officers, directors, and/or shareholders, shall be determined by arbitration, except disputes or claims mentioned in paragraph 3 below and those for injunctive relief. Nothing in this Agreement is in any way intended or should be construed to change otherwise existing employment relationship between Employee and Employer.

2. This Agreement shall apply to all claims or controversies arising out of Employee's employment or its termination (collectively, the "Claims") that either party may have against the other, including Employer's parent, subsidiaries, or affiliates or any of their officers, directors, shareholders, representatives, attorneys, agents, or assigns in their capacity as such or otherwise. The Claims covered by this provision include, without limitation, claims arising out of contract law (which includes, but is not limited to, any claims for breach of contract -- employment or otherwise and breach of fiduciary duty), tort law (which includes, but is not limited to, any claims for intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, tortious interference with contract, tortious interference with business relations, disparagement of business reputation), common law, wrongful discharge law (which includes, but is not limited to, any claims for wrongful discharge or termination, constructive discharge, retaliatory discharge), privacy rights, statutory protections, constitutional protections, wage and hour law, conspiracy, fraud, negligent misrepresentation, Nevada Revised Statutes protections (which includes, but is not limited to, any claims for unpaid salary, severance, accrued vacation or sick pay, bonuses or any other type of compensation), any state discrimination law, any claims within any division of the Nevada Department of Industrial Relations, any claim, demand or cause of action arising under any provision of the Nevada Revised Statutes or the Nevada Administrative Code, the federal Family and Medical Leave Act, the federal Civil Rights Acts of 1964 and 1991, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, claims for benefits (except when a benefit or pension plan specifies that its claims procedures shall culminate in an arbitration procedure different from this one), claims based on a violation of public policy, claims for violations of common law, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

3. The only disputes or claims that are not subject to this Mutual Arbitration of Disputes Agreement are: a) any claim by Employee for workers' compensation or state unemployment benefits; b) disputes arbitrable under a collective bargaining agreement or covered by the National Labor Relations Act; c) any claim by Employee for benefits under an Employer plan, which provides for its own arbitration procedure; and d) any claim for injunctive relief by Employer or Employee. Each party has the right to go to court to seek an injunction or similar equitable relief.

4. The Parties understand that, by this Agreement, they are waiving their rights to have a Claim adjudicated by a court or jury.

5. The Parties understand and agree that, by this Agreement and to the extent permissible by law, they are waiving any right to join or consolidate claims in arbitration or in any court with others or to make claims in arbitration or in any court as a representative or as a member of a class, unless such procedures are agreed to by both Parties. Should this provision be held to be unenforceable for any reason, Employee and Employer agree that any consolidated action shall proceed via arbitration. Any determination that this provision is unenforceable shall in no way act to invalidate the remainder of this Agreement, and will apply solely to that dispute pursuant to which a determination of unenforceability is rendered.

6. This arbitration provision shall provide the exclusive remedy and each party expressly waives any right he, she or it might have to seek redress in any other forum, except as otherwise specified herein. The arbitration shall be conducted as follows:

a. The arbitration shall be conducted in a location convenient to the Employee and the Employer and in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. Any decision or award or order of the arbitrator shall be final and binding between the parties as to all claims which were or could have been raised in connection with the dispute to the fullest extent permitted by law, except for any review allowed under the Federal Arbitration Act (9 U.S.C. § 10). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

b. The American Arbitration Association Rules can be found at www.adr.org. In addition, you may request a copy from your supervisor or any member of management.

c. There shall be a single neutral arbitrator, who is selected in accordance with the Rules and who is licensed to practice law in Nevada. The arbitrator shall apply the substantive law of Nevada, or federal law, or both, as applicable to the Claim asserted. Each party shall have the right to take written discovery and depositions as well as to subpoena witnesses and documents for discovery and for arbitration, as allowed under the Employment Dispute Resolution Rules of the American Arbitration Association then in effect.

d. The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a large group who claim to share a common interest seek relief on behalf of the group).

e. The arbitrator shall have the exclusive authority to resolve any dispute relating to the formation, interpretation, applicability, or enforceability of this Agreement, including, without limitation, any Claim that all or any part of this Agreement is void or voidable. The arbitrator's decision shall be a reasoned decision in writing, revealing the essential findings and conclusions forming the basis of the award.

f. The arbitrator shall issue a signed and dated written opinion that shall decide all issues submitted and shall state the finding on which the decision is based. The arbitrator shall award only those remedies which are: authorized by law and requested by the parties and which the arbitrator determines to be supported by credible, relevant evidence.

g. Unless otherwise provided by law, the parties will be responsible for their own attorneys' fees and expenses. The costs of the arbitration, including the hourly fees of the arbitrator, shall be paid by the Employer.

7. By entering into this Agreement, the Parties acknowledge they are agreeing to waive rights they might otherwise have, including, but not limited to, the rights (a) to initiate representative actions, collective actions, and/or class actions, and (b) to participate in representative actions, collective actions, and/or class actions initiated by others.

8. The Parties acknowledge that the Employer is engaged in transactions involving interstate commerce and that the employment relationship between the Parties affects interstate commerce.

9. In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein. This Agreement is the complete agreement of the parties relating to the arbitration of disputes. This agreement supersedes all previous oral, written or implied understanding about subject matter of this agreement. This agreement cannot be changed without the specific signed, written consent of both parties and shall remain in force should Employee's employment terminate. Notwithstanding any other provision of this agreement, to give maximum effect to this agreement, if necessary, the court or arbitrator shall reform the agreement to the extent necessary to comply with the applicable law.

10. Employee may withdraw his or her consent to this Agreement within thirty (30) days from the date on which he or she signs below by notifying Employer, in writing. This notification must be sent via US certified mail, return receipt to the attention of T. Ryan Sullivan at Bank of George, 9115 West Russell Road, Suite 110, Las Vegas, NV 89148. Employee will be reimbursed for the cost of such mailing upon presentation of a genuine receipt of cost of mailing.

11. Employee understands that if he or she signs the Agreement and does not withdraw his or her consent to this Agreement within thirty (30) days of signing it, he or she will be required to arbitrate, as explained above, employment-related claims that he or she may have against Employer.

NOTICE: BY SIGNING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES POLICY DECIDED BY BINDING ARBITRATION AS PROVIDED BY FEDERAL LAW AND THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW, THEY ARE GIVING UP THEIR RIGHTS TO JUDICIAL ADJUDICATION OF THEIR CLAIMS. THIS MUTUAL ARBITRATION OF DISPUTES AGREEMENT IS ENTERED INTO KNOWINGLY AND VOLUNTARY BY THE PARTIES HERETO. YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE SIGNING THIS DISPUTE RESOLUTION AGREEMENT.

EMPLOYEE HAS READ AND UNDERSTANDS THAT FINAL AND BINDING ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM OR DISPUTE AGAINST EMPLOYER AND THAT, BY AGREEING TO USE ARBITRATION TO RESOLVE MY DISPUTE, BOTH EMPLOYER AND I AGREE TO FOREGO ANY RIGHT WE EACH MAY HAVE HAD TO A JURY TRIAL ON ISSUES COVERED BY THIS AGREEMENT, AND FOREGO ANY RIGHT TO BRING CLAIMS ON A REPRESENTATIVE OR A CLASS MEMBER BASIS.

EMPLOYEE AUTHORIZES AND AFFIRMATIVELY AGREES TO SUBMIT TO ARBITRATION ANY DISPUTE ARISING BETWEEN EMPLOYEE AND EMPLOYER.

Dated: August 1, 2022

EMPLOYER:

T. Ryan Sullivan

DocuSigned by:
Ryan Sullivan
7417C9D27E464C4...

Signature

President/CEO

Position

EMPLOYEE:

Jeffery E. Whicker

DocuSigned by:
Jeff Whicker
5D35A8C478D0496...

Signature

EXHIBIT 10.11

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into as of the 2nd day of September, 2022 (the "**Effective Date**") between **BANK OF GEORGE**, a Nevada corporation (hereinafter referred to as "**Employer**"), and **DAVID J. FERSDAHL** (hereinafter referred to as "**Executive**").

WITNESSETH:

WHEREAS, Employer is desirous of continuing to employ Executive in the capacity hereinafter stated, and Executive is desirous of continuing in the employ of Employer in such capacity, for the period and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. EMPLOYMENT. Employer hereby employs Executive as its Executive Vice President and Chief Risk Officer, and Executive hereby accepts the duties that are customarily performed by the Executive Vice President and Chief Risk Officer of a state-chartered banking institution and accepts all other duties described herein, and agrees to discharge the same faithfully and to the best of his ability and consistent with past performances and the highest and best standards of the banking industry, in accordance with the policies of Employer's Board of Directors as established from time to time, and in compliance with all laws and Employer's Articles of Incorporation, Bylaws, Policies and Procedures. Executive shall devote his full business time and attention to the business and affairs of Employer for which he is employed and shall perform the duties thereof to the best of his ability. Except as permitted by the prior written consent of Employer's Board of Directors, Executive shall not directly or indirectly render any services of a business, commercial or professional nature to any other person, firm or corporation, whether for compensation or otherwise, which are in conflict with Employer's interests. Executive shall perform such other duties as shall be, from time to time, prescribed by Employer's Board of Directors, the Executive Chairman of Employer's Board of Directors, or the Employer's President/CEO.

Executive shall have such responsibilities and duties and such authority to transact business on behalf of Employer, as are customarily incident to the office of Executive Vice President and Chief Risk Officer of a state-chartered banking institution.

2. TERM. Employer hereby employs Executive, and Executive hereby accepts employment with Employer, for the initial period of two (2) years (as the same may be extended, the "**Term**"), commencing as of the Effective Date, with such Term being subject to prior termination as hereinafter provided. Thereafter, the Term shall automatically extend for successive two (2) year periods unless and until (i) either party notifies the other party of its election not to extend the Term by written notice given at least one hundred eighty (180) days prior to the end of the then current Term, or (ii) Executive's employment hereunder is otherwise terminated as hereinafter provided.

3. COMPENSATION. In consideration for all services to be rendered by Executive to Employer, Employer agrees to pay Executive a base salary of not less than Two Hundred and Ten Thousand Dollars ($210,000.00) per year. Employer's Board of Directors and President/CEO shall conduct yearly performance reviews of Executive and, in their sole discretion, determine any increases in Executive's base salary. Employer shall deduct therefrom all taxes which may be required to be deducted or withheld under any provision of the law (including, but not limited to, social security payments and income tax withholding) now in effect or which may become effective anytime during the Term.

Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Employer, in its sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401(k) plan of Employer in which Executive is eligible to participate.

4. EXPENSE REIMBURSEMENT. Employer further agrees to reimburse Executive for all reasonable expenses incurred by Executive on behalf of Employer in accordance with Employer's then current policies for the same, including entertainment, meal and travel expenses. Executive agrees to provide Employer with adequate records of all such expenses for which reimbursement is sought.

5. INSURANCE. Employer agrees to provide Executive with health insurance benefits that are now or may hereinafter be in effect for all other full-time employees of Employer, including, but not limited to, health, life, vision and dental insurance to the extent provided by Employer from time to time. Employer may also apply for a "keyman" life insurance policy on Executive with Employer as beneficiary of the policy.

6. PAID TIME OFF. Executive shall be entitled to up to two hundred forty (240) hours of paid time off ("**PTO**") annually per policy during the Term with at least one (1) week to be taken in a consecutive period during each calendar year. PTO shall be scheduled and taken in accordance with the policies adopted by Employer's Board of Directors from time to time. In no event shall Executive be permitted to carry more than an aggregate of two hundred forty (240) hours of PTO, and Executive will not be entitled to any additional pay as compensation in respect of any unused PTO in excess thereof. In addition to the PTO provided in this section, Executive is also entitled to paid leave pursuant to Employer's paid leave policy.

7. TERMINATION. Employer shall have the right to terminate Executive's employment hereunder for any of the following reasons:

(a) willful breach of, habitual neglect of, willful failure to perform, or inability to perform, Executive's duties or obligations as Executive Vice President or Chief Risk Officer;

(b) illegal conduct, constituting a crime involving moral turpitude or a felony, or any conduct detrimental to the interests of Employer as determined by Employer's Board of Directors in its sole, but reasonable, discretion;

(c) fraud, theft, dishonesty or gross negligence in the performance of Executive's duties or obligations hereunder;

(d) the death of Executive;

(e) Executive becoming disabled in a manner or to the extent that Executive cannot perform the essential functions of his position with or without a reasonable accommodation; or

(f) without cause by Employer's Board of Directors in its sole and absolute discretion.

In the event Executive's employment hereunder is terminated for any of the reasons specified in any of subparagraphs (a) through (d) above, Executive will be paid only his unpaid salary earned as of the date of Executive's termination and unreimbursed expenses. Such termination pay shall be considered to be in full and complete satisfaction of any and all rights that Executive may enjoy under the terms of this Agreement other than rights, if any, to exercise any of the stock options vested prior to such termination. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination in compliance with all applicable laws.

In the event Executive's employment hereunder is terminated for any reason specified in paragraphs either (e) or (f) above during the Term (excluding any election by Employer not to extend the Term), Executive shall be entitled to termination pay in an amount equal to one (1) year of Executive's then base salary or the base salary in respect of the remaining portion of the original Term after such termination (the "Severance Payment"). In the event of any disability of Executive, the Employer will follow those policies and procedures for engaging in the interactive process with Executive as set forth in Employer's written policies and procedures applicable to all employees of Employer. The Severance Payment shall be paid in twelve (12) equal monthly installments, without interest, and shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement, other than rights, if any, to exercise any of the stock options vested prior to such termination, but excluding any Paid Time Off accrued in accordance with **Section 6** above, of which amounts (if applicable) will be paid in accordance with the then Approved PTO Policy of the Employer. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination or, as defined in the Employer's policies, as of the next end of month immediately following termination. Following termination of insurance coverage, COBRA shall be offered to Executive consistent with Employer's policies in place at time of termination. In the event that Executive receives a Severance Payment as a result of the provisions of paragraphs (e) or (f), Executive agrees that he will sign an irrevocable general release as a condition of receipt of the Severance Payment in substantially the form attached hereto as Exhibit A (the "Release") which may be amended only to address intervening changes in the law, or by agreement of both parties.

8. ACQUISITION OR DISSOLUTION OF EMPLOYER. This Agreement shall not be terminated by the voluntary or involuntary dissolution of Employer. Notwithstanding the foregoing, in the event proceedings for liquidation of Employer are commenced by regulatory authorities, this Agreement and all rights and benefits hereunder shall terminate.

In the event of any merger or consolidation where Employer is not the surviving or resulting corporation, or upon transfer of all or substantially all of the stock or assets of Employer, and Executive is not retained by the surviving or resulting corporation in a position satisfactory to Executive, Executive shall be paid one (1) times Executive's then current annual base salary and have the right to exercise all outstanding stock options, whether or not vested, within ninety (90) days. For the avoidance of doubt, and for the purposes of calculating the payments to Executive under this section, cash bonuses and cash incentives shall not include any distributions made to Executive which were part of any deferred compensation plan. Cash payments shall be made in lump sum and payable to Executive under this section and shall be immediate at the closing of the subject merger or consolidation, given that written notice is provided by Executive that any position offered to Executive by surviving or resulting corporation is unsatisfactory and has been or will be refused. Such lump sum payment shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement. However, Executive shall still be entitled to all rights under any other agreements Executive has with Employer, including stock option agreements. Executive agrees that in the event of termination of the Agreement for the reason(s) specified in this paragraph, Executive will sign the Release as a condition of receipt of the any such payments or rights contemplated by this paragraph.

Notwithstanding the foregoing, a merger or consolidation shall not include a bank holding company reorganization wherein the shareholders who control at least 80% of the shares of Employer prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the bank holding company reorganization. Furthermore, notwithstanding the foregoing, benefits shall not be payable under this **Section 8** to the extent the benefit would be an excess parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

9. EXECUTIVE COVENANTS.

(a) **Participation in a Competing Business**. Except as otherwise expressly provided in this **Section 9** below, while Executive is employed by Employer pursuant to this Agreement and for a period of one (1) year following separation of Executive under circumstances as outlined in **Section 7**, **Section 8**, or for any other reason (the "**Restricted Period**"), Executive will not become involved with a Competing Business (as defined below) or serve, directly or indirectly, a Competing Business in any manner, including, without limitation, as a shareholder, member, partner, director, officer, manager, investor, organizer, "founder," employee, consultant, or agent; provided, however, that Executive may acquire and passively own an interest not exceeding two percent (2%) of the total equity interest in any publicly traded entity (whether or not such entity is a Competing Business).

(b) **No Solicitation**. During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any employees of Employer to leave their employment.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any customers of Employer to remove their business from Employer, or to participate in any manner in a Competing Business. This prohibition shall not apply where the former customer(s) voluntarily choose to leave Employer and seek services from Executive.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any direct or indirect sources of referrals to Employer to cease to make or reduce their referrals of business to Employer.

Solicitation prohibited under this paragraph includes solicitation by any means, including, without limitation, meetings, letters and other mailings, electronic communications of any kind, and internet communications.

(c) **Employment Outside Clark County, Nevada**. Executive and Employer expressly acknowledge and agree that a central element of Executive's services to be rendered to Employer is to establish, increase and improve upon, and maintain Employer's local and national business activities. Executive further expressly acknowledges that Employer's SBA lending, prepaid card, and credit card activities and such of Executive are nationwide in scope and not limited to Clark County, Nevada or the State of Nevada. Accordingly, for the avoidance of doubt, the parties further acknowledge and agree this **Section 9** prohibits Executive during the Restricted Period from accepting employment or otherwise acting in any of the Prohibited Manners of Participation with a Competing Business, even outside of Clark County, Nevada.

(d) **Competing Business Defined**. As used herein, "**Competing Business**" means: (i) any federal or state charted bank, credit union, thrift or other institution authorized to accept deposit accounts that maintains an office in Clark County, Nevada or that has any representatives or agents charged with marketing to, furnishing services in, or otherwise doing business on its behalf in Clark County, Nevada; (ii) any SBA lender or other party that furnishes services to or for the benefit of any SBA lender in the markets in which Employer has established business interests, irrespective of whether or not such SBA lender or other such party is based in or does business in Clark County, Nevada or elsewhere in Nevada; or (iii) any other party that competes with Employer or that directly assists any party in competing with Employer and the Employer's national business lines, which shall include SBA lending, prepaid cards, and credit cards.

(e) **Non-Disparagement**. During Executive's employment with Employer, Executive shall not make any remarks nor publish, or participate in the publication of, any statements, accounts or stories disparaging the conduct or character of Employer, or any of its subsidiaries or affiliates, or any of its or their managers, officers, directors, members, owners, agents, successors or assigns. Nothing herein shall be construed as prohibiting Executive from making any remarks or participating in the publication of any statements or accounts otherwise protected by law or which may be required by any laws, statutes or regulations governing the scope of Employer's activities and/or industry. This **Section 9(e)** shall survive any termination of Executive's employment with Employer or this Agreement

If Executive or his agents breach any portion in this paragraph, Executive acknowledges that it will be impracticable or extremely difficult to determine the damages suffered by Employer. It is, therefore, agreed that in the event of such a breach by Executive, then Executive shall pay Employer the sum of Five Thousand Dollars ($5,000.00) per breach as liquidated damages, in addition to any and all other rights or remedies available to Employer under applicable law.

(f) **Cooperation**. During Executive's employment with Employer, and following the termination of such employment, Executive agrees to cooperate with Employer in any litigation or administrative proceedings involving any matter in which Executive was involved during his employment with Employer. In the event that Executive bears certain costs in relation to cooperation under this section, all reasonable costs shall be reimbursed to Executive from Employer.

(g) **Fairness**. Executive further acknowledges and agrees that the obligations of Executive contained in this **Section 9** are fair, and do not unreasonably restrict Executive's future employment or business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

(h) **Survival**. This **Section 9** shall survive any termination of Executive's employment with Employer or this Agreement.

10. INDEMNIFICATION. To the extent permitted by law, Employer shall indemnify Executive if he was or is a party or is threatened to be made a party in any action brought by a third party against Executive (whether or not Employer is joined as a party defendant) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with said action if Executive acted in good faith and in a manner Executive reasonably believed to be in the best interest of Employer (and with respect to a criminal proceeding if Executive had no reasonable cause to believe his conduct was unlawful), provided that the alleged conduct of Executive arose out of and was within the course and scope of his employment as an officer or employee of Employer. Executive agrees that in the event that he is threatened to be made a party in any action or is named as a party in any action falling within the scope of this paragraph, Employer shall have the right to select and appoint counsel on Executive's behalf. Nothing herein shall be construed as in any way limiting or restricting Employer's ability to seek reimbursement for legal fees and costs incurred by Employer on Executive's behalf if Executive is found to have acted wrongfully or with gross negligence in the performance of his duties.

11. RETURN OF DOCUMENTS. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments and other materials used or developed by Executive during the Term are solely the property of Employer, and Executive has no right, title or interest therein. Upon termination of Executive's employment hereunder, Executive or Executive's representatives shall promptly deliver possession of all of said property to Employer in good condition.

12. NOTICES. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be validly given or made if (i) personally delivered, (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any such communication shall be addressed as follows:

To Employer:	Bank of George 9115 W. Russell Rd., Ste. 110 Las Vegas, NV 89148 Attention: T. Ryan Sullivan, President/CEO
To Executive:	David J. Fersdahl 808 Valley Brush Street Henderson, NV 89052

Any party hereto may change its or his address for purposes of this **Section 12** by giving notice in accordance herewith, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

13. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Executive may not assign any of his duties or obligations hereunder.

14. CODE SECTION 409A; TAXATION. The compensation and benefits provided under this Agreement are intended to either comply with the applicable requirements of the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "**Code Section 409A**") or satisfy the requirements of an applicable exception thereto, and, notwithstanding anything herein to the contrary, this Agreement shall be construed and administered in accordance with such intent. In no event does Employer guarantee any particular tax consequences, outcome or tax liability to Executive. No provision of this Agreement shall be interpreted or construed to transfer any liability imposed on Executive under the Code, including any liability due to a failure to comply with the requirements of Code Section 409A, from Executive or any other individual to Employer or its subsidiaries, affiliates or successors. In the event Employer determines that any compensation or benefit payable hereunder may be subject to the requirements of Code Section 409A, Employer (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that Employer in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Code Section 409A or (b) comply with the applicable requirements of Code Section 409A. Each installment payment payable hereunder shall be deemed to be a separate payment for purposes of Code Section 409A. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of Employer, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. With respect to compensation and benefits that are subject to the requirements of Code Section 409A, in the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years. No compensation or benefit that is subject to the requirements of Code Section 409A and that is payable upon Executive's termination of employment shall be paid unless Executive's termination of employment constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).

15. APPLICABLE LAW. This Agreement is made and entered into in the State of Nevada, and the laws of said State shall govern the validity and interpretation hereof, and the performance of the parties hereto and their respective duties and obligations hereunder.

16. CAPTIONS AND PARAGRAPH HEADINGS. Captions and section and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

17. INVALID PROVISIONS. Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated; provided, however, that in lieu of such invalid, void or unenforceable provision, there shall be added to this Agreement a provision that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable provision as may be possible.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Employer, except to the extent that it is contemplated that Executive and Employer may enter into a stock option agreement and that the Board of Directors may specify additional conditions for such stock option grant as specified in any stock option agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by Employer and Executive.

19. CONFIDENTIALITY. Executive hereby agrees that any and all Proprietary Information and/or trade secrets, including, but not limited to, information concerning the Employer's products, data, documentation, services, processes, customers and prospects, which are disclosed to Executive or to which Executive has access, shall be the property of the Employer. Executive hereby agrees that any Proprietary Information or trade secrets shall be and shall remain the property of the Employer and that Executive shall not in any way reveal or disclose any Proprietary Information or trade secrets relating to the Employer's business endeavors except as specifically directed by the Employer. In addition, nothing in this Agreement shall be construed to convey to Executive any right title, interest, license or right to use the Proprietary Information or any other intellectual property, except as directed by the Employer. For purposes hereof, "**Proprietary Information**" means and includes the following: the identity of, and records, files and accounts of or concerning, customers or potential customers of Employer; any and all data or information involving the techniques, programs, methods or contacts employed by Employer in the conduct of its business; any lists, documents, manuals, records, forms or other materials used by Employer in the conduct of its business; and any other secret or confidential information concerning Employer's business or affairs. The terms "**list**", "**document**", or their equivalent, as used in this **Section 19**, are not limited to a physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of the "list" or "document", whether or not such compilation has been reduced to writing. Nothing in this **Section 19** shall prohibit Executive from releasing any Proprietary Information to Executive's legal counsel or financial advisors, provided that Executive obtains reasonable assurances that such advisors shall not disclose such Proprietary Information. Additionally, it shall not be a breach of this **Section 19** if a disclosure of Proprietary Information is made pursuant to a court order, a valid administrative agency subpoena or a lawful request for information by an administrative agency. Executive shall give Employer prompt notice of any such court order, subpoena or request for information. This **Section 19** shall survive any termination of Executive's employment with Employer or this Agreement.

20. ARBITRATION AND EQUITABLE REMEDIES. Except as otherwise provided below in this **Section 20**, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be addressed pursuant to a separate confidential arbitration agreement to be entered into by the parties, attached hereto and executed concurrently with this Agreement, and that the arbitration described in such separate arbitration agreement shall be the sole and exclusive venue in which any such claims or disputes may be brought to the fullest extent permitted by law. Employer and Executive agree that this provision is material to the Agreement, and that Executive's act of opting-out of the arbitration agreement would constitute Executive's revocation of this Agreement and likewise relieve Employer of its obligations under this Agreement.

Notwithstanding the foregoing, Executive acknowledges and agrees that if Executive commits a breach of **Section 9** or **Section 19**, Employer shall have the right to have such obligations of Executive specifically enforced by any court having appropriate jurisdiction on the grounds that any such breach will cause irreparable injury to Employer, and that money damages will not provide an adequate remedy to Employer. Such remedy shall be in addition to, and not exclusive of, any other remedies available to Employer at law or in equity, all of which remedies shall be cumulative and not mutually exclusive.

21. LEGAL COSTS. If either Executive or Employer commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER

BANK OF GEORGE a Nevada corporation

By: DocuSigned by: Ed Nigro D0E62C219B0E4D9...
Edward M. Nigro, Executive Chairman

By: DocuSigned by: Ryan Sullivan 7417C9D27E464C4...
T. Ryan Sullivan, President/CEO

EXECUTIVE

DocuSigned by: David Fersdahl 0544485466B2410...
David J. Fersdahl

Exhibit A: Form of Release

This release ("Release") is entered into by David J. Fersdahl ("Executive") in favor of the Releasees (as defined below) as of the date signed by Executive below.

1. Employment Agreement. Reference is hereby made to the Employment Agreement, dated September 2, 2022 (the "Employment Agreement") setting forth the agreement between Executive and Bank of George ("Company") regarding the termination of the employment relationship between the parties thereto and the Severance Payment to be provided to Executive under the Employment Agreement. (Capitalized terms used but not defined herein have the meanings ascribed to them in the Employment Agreement.)

2. Release.

(a) Executive, for herself and his spouse, heirs, executors, administrators, insurers, transferees, representatives, successors, and assigns (collectively, the "Executive Releasors") hereby releases and discharges Company and its direct and indirect parents, subsidiaries, predecessors, successors, assigns, divisions, and other affiliated or related companies, and each of their respective past and present officers, directors, managers, agents, employees, members, equityholders, shareholders, investors, advisors, financing sources, insurers, representatives, assigns, principals and counsel, expressly including GBank Financial Holdings Inc. (the "Releasees"), from any and all actions, causes of action, claims, demands, grievances, and complaints, whether known or unknown, that the Executive Releasors ever had or may have at any time through the Effective Date (as defined below). Executive acknowledges and agrees that this Release is intended to and does cover, but is not limited to: (i) any claim of employment discrimination of any kind, whether based on a federal, state, or local Constitution, statute, regulation or court decision, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Civil Rights Acts of 1866, 1871, and 1991, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the Labor Management Relations Act, including Section 301 of the LMRA, the National Labor Relations Act, the Nevada Equal Opportunities for Employment Law, the Nevada Equal Pay Law, the Nevada Wage Payment and Work Hour Law, the Nevada Occupational Safety & Health Act, and the Nevada School Visitation Law, and all claims arising under the Sarbanes-Oxley Act of 2002 (Public Law 107-204), including whistleblowing claims under 18 U.S.C. §§ 1513(e) and 1514A; and (ii) any claim, whether statutory, common law, or otherwise, arising out of the terms or conditions of Executive's employment with and/or Executive's separation from Company including, but not limited to, any claims in the nature of tort or implied or express contract, retaliation, harassment and discrimination, wrongful discharge, promissory estoppel, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, libel, slander, defamation, unpaid wages, bonuses, commissions, expense reimbursement, severance, deferred compensation, expense reimbursement or other compensation, for stock options, profit-sharing, equity and related interests, claims arising from or related to tax, penalty, or interest expenses imposed on Executive under the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation taxes imposed pursuant to Code Section 409A, and/or arising out of any and all employee handbooks, policy and procedure manuals, and other policies and practices of Company, claims related to any tangible or intangible property of Executive's that remains with Company, claims for any loss, cost, damage, or expense arising out of any dispute over the tax treatment of any of the compensation received by Executive at any time, and any and all claims for attorneys' fees and costs. The listing of specific rights, claims, and causes of action being released is by way of example only and does not limit the general scope of this Release.

(b) Executive intends that, by this Release, Executive is giving up all rights, claims and causes of action occurring prior to the Effective Date (as defined below), whether or not any damage or injury therefrom has yet occurred. Executive acknowledges that there is a risk that after execution of this Release, he will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with Executive's employment with and/or separation from Company, but that is unknown or unanticipated at the time of the execution of this Release. Executive expressly accepts the risk of loss with respect to both undiscovered claims and with respect to claims for any harm suffered after the execution of this Release arising out of conduct, statements, performance or decisions occurring before the Effective Date. Executive stipulates that this Release will and does apply to all unknown or unanticipated results of any and all matters caused by or connected with Executive's employment with and/or separation from Company, as well as those claims currently known or anticipated. However, this Release does not apply to any rights or claims that may arise out of acts or events that occur after the Effective Date, claims that may not legally be released, or claims to vested benefits, such as health insurance claims and 401k accounts.

(c) Executive further acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date. Executive has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which he was otherwise entitled. Executive has been advised that he may consult with the attorney of his choosing concerning this Release prior to executing it, and he has done so.

3. Enforceability of Release; Effective Date. Executive understands and acknowledges that this Release includes a release of claims under the Age Discrimination in Employment Act (the "ADEA"), and understands that one-fourth of the Severance Payment is attributable to this ADEA portion of the Release (the "ADEA Release"). Executive acknowledges that he has been advised to consult with an attorney before signing this Release. Executive further acknowledges the adequacy and sufficiency of the Severance Payment for the promises set forth in this Release, and acknowledges that, in the absence of this Release, Company is not otherwise obligated to pay such sums. Executive further acknowledges that he has been offered at least twenty-one (21) days to consider this Release, that Executive has read the Employment Agreement and this Release and understands their terms and significance, and that Executive has executed this Release with full knowledge of its effect, after having carefully read and considered all terms of this Release and, if Executive has chosen to consult with an attorney, that attorney has fully explained all terms and their significance to Executive. Executive certifies his understanding that Executive may revoke the ADEA Release, as it applies to her, within seven (7) days following execution of this Release, and that this ADEA Release only will not become effective or enforceable until that revocation period has expired, although the remainder of the Release will be effective upon Executive signing the Release. Any revocation should be sent, in writing, to the Executive Chairman of the Board of Directors of Company at the notice address designated in the Employment Agreement. Executive also understands that, should he revoke the ADEA Release within the seven- (7-) day period, the ADEA Release, as it applies to her, would be voided and the Severance Payment attributable to this ADEA Release would not be paid or owed to Executive. This Release will be effective as of the eighth day following its execution by Executive (the "Effective Date"). Executive understands that nothing in this Release affects his ability to test the knowing and voluntary nature of this ADEA Release.

4. Responsibility for Taxes. Executive acknowledges and agrees that Executive is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which at any time may be found to be due on or as a result of the payment made to Executive as consideration for this Release. Executive agrees to indemnify, defend, and hold harmless the Releasees and each of them from or against any claim or liability for any such taxes and related penalties and/or interest, in the event such taxes, penalties and/or interest are assessed by the United States Internal Revenue Service or any other taxing authority. Executive expressly acknowledges that neither Company nor its counsel has made any representations to Executive regarding the tax consequences of any consideration Executive may receive pursuant to this Release and the Employment Agreement.

5. Transition Assistance. For a period of up to twelve (12) months after termination, Executive will use his best efforts to assist in the professional, competent and orderly transition of Executive's former responsibilities to the individual(s) designated by Company. If and when called upon by Company, Executive will make herself reasonably available in person, telephonically, and/or via electronic mail as often as necessary, and will diligently respond to inquiries as soon as reasonably possible. Executive will receive no additional compensation for this cooperation, but will be reimbursed for reasonable expenses (such as telephone and facsimile charges) incurred in connection with the transitioning of these duties. Nothing set forth in this Section or elsewhere is intended to, or does, create or continue any employment, contractor or agent relationship between Executive and Company.

6. Disclosure Obligation. By signing below, Executive represents that Executive has no knowledge or suspicion of any wrongdoing involving improper or false claims with respect to a federal or state governmental agency, or any customer, or any other wrongdoing that involves Executive, Company, or any present or former employee(s), contractors or agents. Executive agrees promptly to contact Company if he learns of or suspects any such wrongdoing in the future.

7. Cooperation. Executive agrees to fully cooperate in the investigation by Company of any issues, and the defense of any claims by, against or otherwise involving Company that might arise that could involve Executive or information within Executive's knowledge as a further condition to receiving the Severance Payment, regardless of whether Executive personally is named in the action. For such cooperation, Company agrees to pay Executive at the rate of **$150** per hour, in addition to reimbursement for reasonable costs incurred.

8. No Pending or Future Lawsuits. Executive represents that there are no lawsuits, claims or actions pending in Executive's name, or brought by Executive on behalf of any other person or entity, against any of the Releasees. Executive also represents that Executive does not intend to bring any claims on his own behalf, or on behalf of any other person or entity, against any of the Releasees. Nothing herein is intended to contravene any law that may permit Executive to file claims and/or cooperate with government agency(ies); however, Executive may not receive any individual compensation as a result of claims brought through or by any such agency.

9. Future Affiliation. Executive agrees that, as a condition of receiving the Severance Payment, Executive will not apply for or seek employment, engagement or reinstatement with Company and its affiliated entities or their successors or assigns at any point in the future, and expressly and forever releases and discharges these entities from any obligation to employ or engage Executive in any capacity. Executive represents and warrants that he has not knowingly accepted, applied for or sought work or employment with any of these entities, and further agrees that if Executive does seek to become affiliated or employed with any such entity, this Release constitutes just and proper cause to deny Executive such affiliation or employment or to immediately terminate such work or employment. This provision may be waived in writing by Company and/or its successors or assigns.

10. Not Admissible. This Release will not be admissible in any proceeding, provided that nothing in this Release will prevent Executive or Company from asserting or pursuing any claim to enforce the terms of this Release or using this Release to defend against claims by the other party.

11. Continuing Obligations. Executive acknowledges and agrees to abide by his continuing obligations under the Employment Agreement following the date hereof.

12. Payment Conditioned upon Compliance. Executive understands that his entitlement to the Severance Payment and any part thereof is contingent upon Executive being in full compliance with this Release and the continuing obligations under the Employment Agreement and any other agreements with Company. Company will have the right to refrain from providing further Severance Payment, and to recoup any Severance Payment already provided to Executive, in the event that Executive breaches his obligations in any material respect, in addition to any other remedies available to Company in law or in equity.

13. Assignment. Executive's continuing obligations under this Release may not be assigned by Executive without the prior written consent of Company, and any purported transfer or assignment will be void. Company may assign its rights and duties thereunder. This Release will inure to the benefit of Company and its successors and assigns (whether by operation of law, merger, change of control or otherwise).

14. Modification and Severability. In the event that any provision of this Release becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, such provision will be modified to render it enforceable to the fullest extent permitted by law. If the provision cannot be modified, this Release will continue in full force and effect without said provision, so long as the remaining provisions remain intelligible and continue to reflect the original intent of the parties.

15. Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Release may be amended and the observation of any provision hereof may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of Company. The failure of Company to insist upon the performance of any of the terms and conditions in this Release, or the failure to prosecute any breach of any of the terms and conditions of this Release, will not be construed thereafter as a waiver of any such terms or conditions.

16. Governing Law; Jurisdiction; Prevailing Party Fees. This Release will be deemed to have been executed and delivered within the State of Nevada, and it will be construed, interpreted, governed and enforced in accordance with the substantive laws of, the State of Nevada, without regard to conflict of law principles. Executive hereby consents to personal and exclusive jurisdiction and venue in the state and federal courts of the State of Nevada. The substantially prevailing party in any action under this Release will be entitled to recover its, his costs and reasonable attorneys' fees.

17. Signatures. A facsimile, pdf, DocuSigned or other electronic signature will have the same force and effect as an original.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, AND HAS HAD AN OPPORTUNITY TO DO SO, AND THAT EXECUTIVE UNDERSTANDS ALL OF ITS TERMS AND EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND THE CONSEQUENCES THEREOF.

Date: _____

_____
David J. Fersdahl

MUTUAL ARBITRATION OF DISPUTES AGREEMENT

This Mutual Agreement to Arbitrate Claims ("Agreement") is entered into by and between BANK OF GEORGE ("Employer") and DAVID J. FERSDAHL ("Employee"), effective on the date executed below.

1. Employee and Employer mutually agree that any controversy, claim, dispute, or employment dispute arising out of Employee's employment or its termination, whether based on contract, statute or common law, between or among Employee and Employer, including Employer's agents, officers, directors, and/or shareholders, shall be determined by arbitration, except disputes or claims mentioned in paragraph 3 below and those for injunctive relief. Nothing in this Agreement is in any way intended or should be construed to change otherwise existing employment relationship between Employee and Employer.

2. This Agreement shall apply to all claims or controversies arising out of Employee's employment or its termination (collectively, the "Claims") that either party may have against the other, including Employer's parent, subsidiaries, or affiliates or any of their officers, directors, shareholders, representatives, attorneys, agents, or assigns in their capacity as such or otherwise. The Claims covered by this provision include, without limitation, claims arising out of contract law (which includes, but is not limited to, any claims for breach of contract -- employment or otherwise and breach of fiduciary duty), tort law (which includes, but is not limited to, any claims for intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, tortious interference with contract, tortious interference with business relations, disparagement of business reputation), common law, wrongful discharge law (which includes, but is not limited to, any claims for wrongful discharge or termination, constructive discharge, retaliatory discharge), privacy rights, statutory protections, constitutional protections, wage and hour law, conspiracy, fraud, negligent misrepresentation, Nevada Revised Statutes protections (which includes, but is not limited to, any claims for unpaid salary, severance, accrued vacation or sick pay, bonuses or any other type of compensation), any state discrimination law, any claims within any division of the Nevada Department of Industrial Relations, any claim, demand or cause of action arising under any provision of the Nevada Revised Statutes or the Nevada Administrative Code, the federal Family and Medical Leave Act, the federal Civil Rights Acts of 1964 and 1991, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, claims for benefits (except when a benefit or pension plan specifies that its claims procedures shall culminate in an arbitration procedure different from this one), claims based on a violation of public policy, claims for violations of common law, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

3. The only disputes or claims that are not subject to this Mutual Arbitration of Disputes Agreement are: a) any claim by Employee for workers' compensation or state unemployment benefits; b) disputes arbitrable under a collective bargaining agreement or covered by the National Labor Relations Act; c) any claim by Employee for benefits under an Employer plan, which provides for its own arbitration procedure; and d) any claim for injunctive relief by Employer or Employee. Each party has the right to go to court to seek an injunction or similar equitable relief.

4. The Parties understand that, by this Agreement, they are waiving their rights to have a Claim adjudicated by a court or jury.

5. The Parties understand and agree that, by this Agreement and to the extent permissible by law, they are waiving any right to join or consolidate claims in arbitration or in any court with others or to make claims in arbitration or in any court as a representative or as a member of a class, unless such procedures are agreed to by both Parties. Should this provision be held to be unenforceable for any reason, Employee and Employer agree that any consolidated action shall proceed via arbitration. Any determination that this provision is unenforceable shall in no way act to invalidate the remainder of this Agreement, and will apply solely to that dispute pursuant to which a determination of unenforceability is rendered.

6. This arbitration provision shall provide the exclusive remedy and each party expressly waives any right he, she or it might have to seek redress in any other forum, except as otherwise specified herein. The arbitration shall be conducted as follows:

a. The arbitration shall be conducted in a location convenient to the Employee and the Employer and in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. Any decision or award or order of the arbitrator shall be final and binding between the parties as to all claims which were or could have been raised in connection with the dispute to the fullest extent permitted by law, except for any review allowed under the Federal Arbitration Act (9 U.S.C. § 10). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

b. The American Arbitration Association Rules can be found at www.adr.org. In addition, you may request a copy from your supervisor or any member of management.

c. There shall be a single neutral arbitrator, who is selected in accordance with the Rules and who is licensed to practice law in Nevada. The arbitrator shall apply the substantive law of Nevada, or federal law, or both, as applicable to the Claim asserted. Each party shall have the right to take written discovery and depositions as well as to subpoena witnesses and documents for discovery and for arbitration, as allowed under the Employment Dispute Resolution Rules of the American Arbitration Association then in effect.

d. The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a large group who claim to share a common interest seek relief on behalf of the group).

e. The arbitrator shall have the exclusive authority to resolve any dispute relating to the formation, interpretation, applicability, or enforceability of this Agreement, including, without limitation, any Claim that all or any part of this Agreement is void or voidable. The arbitrator's decision shall be a reasoned decision in writing, revealing the essential findings and conclusions forming the basis of the award.

f. The arbitrator shall issue a signed and dated written opinion that shall decide all issues submitted and shall state the finding on which the decision is based. The arbitrator shall award only those remedies which are: authorized by law and requested by the parties and which the arbitrator determines to be supported by credible, relevant evidence.

g. Unless otherwise provided by law, the parties will be responsible for their own attorneys' fees and expenses. The costs of the arbitration, including the hourly fees of the arbitrator, shall be paid by the Employer.

7. By entering into this Agreement, the Parties acknowledge they are agreeing to waive rights they might otherwise have, including, but not limited to, the rights (a) to initiate representative actions, collective actions, and/or class actions, and (b) to participate in representative actions, collective actions, and/or class actions initiated by others.

8. The Parties acknowledge that the Employer is engaged in transactions involving interstate commerce and that the employment relationship between the Parties affects interstate commerce.

9. In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein. This Agreement is the complete agreement of the parties relating to the arbitration of disputes. This agreement supersedes all previous oral, written or implied understanding about subject matter of this agreement. This agreement cannot be changed without the specific signed, written consent of both parties and shall remain in force should Employee's employment terminate. Notwithstanding any other provision of this agreement, to give maximum effect to this agreement, if necessary, the court or arbitrator shall reform the agreement to the extent necessary to comply with the applicable law.

10. Employee may withdraw his or her consent to this Agreement within thirty (30) days from the date on which he or she signs below by notifying Employer, in writing. This notification must be sent via US certified mail, return receipt to the attention of T. Ryan Sullivan at Bank of George, 9115 West Russell Road, Suite 110, Las Vegas, NV 89148. Employee will be reimbursed for the cost of such mailing upon presentation of a genuine receipt of cost of mailing.

11. Employee understands that if he or she signs the Agreement and does not withdraw his or her consent to this Agreement within thirty (30) days of signing it, he or she will be required to arbitrate, as explained above, employment-related claims that he or she may have against Employer.

NOTICE: BY SIGNING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES POLICY DECIDED BY BINDING ARBITRATION AS PROVIDED BY FEDERAL LAW AND THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW, THEY ARE GIVING UP THEIR RIGHTS TO JUDICIAL ADJUDICATION OF THEIR CLAIMS. THIS MUTUAL ARBITRATION OF DISPUTES AGREEMENT IS ENTERED INTO KNOWINGLY AND VOLUNTARY BY THE PARTIES HERETO. YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE SIGNING THIS DISPUTE RESOLUTION AGREEMENT.

EMPLOYEE HAS READ AND UNDERSTANDS THAT FINAL AND BINDING ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM OR DISPUTE AGAINST EMPLOYER AND THAT, BY AGREEING TO USE ARBITRATION TO RESOLVE MY DISPUTE, BOTH EMPLOYER AND I AGREE TO FOREGO ANY RIGHT WE EACH MAY HAVE HAD TO A JURY TRIAL ON ISSUES COVERED BY THIS AGREEMENT, AND FOREGO ANY RIGHT TO BRING CLAIMS ON A REPRESENTATIVE OR A CLASS MEMBER BASIS.

EMPLOYEE AUTHORIZES AND AFFIRMATIVELY AGREES TO SUBMIT TO ARBITRATION ANY DISPUTE ARISING BETWEEN EMPLOYEE AND EMPLOYER.

Dated: September 2, 2022

EMPLOYER:

T. Ryan Sullivan

DocuSigned by:
Ryan Sullivan
7417C9D27E464C4...

Signature

President/CEO

Position

EMPLOYEE:

David J. Fersdahl

DocuSigned by:
David Fersdahl
0544485466B2410...

Signature

EXHIBIT 10.12

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into as of the I st day of October, 2018 (the "**Effective Date**") between **BANK OF GEORGE**, a Nevada corporation (hereinafter referred to as "**Employer**"), and **KEITH JARVIS** (hereinafter referred to as "**Executive**").

WITNESSETH:

WHEREAS, Employer is desirous of continuing to employ Executive in the capacity hereinafter stated, and Executive is desirous of continuing in the employ of Employer in such capacity, for the period and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. EMPLOYMENT. Employer hereby employs Executive as its Executive Vice President and Chief Credit Officer, and Executive hereby accepts the duties that are customarily performed by the Executive Vice President and Chief Credit Officer of a state-chartered banking institution ,and accepts all other duties described herein, and agrees to discharge the same faithfully and to the best of his ability and consistent with past performances and the highest and best standards of the banking industry, in accordance with the policies of Employer's Board of Directors as established from time to time, and in compliance with all laws and Employer's Articles of Incorporation, Bylaws, Policies and Procedures. Executive shall devote his full business time and attention to the business and affairs of Employer for which he is employed and shall perform the duties thereof to the best of his ability. Except as permitted by the prior written consent of Employer's Board of Directors, Executive shall not directly or indirectly render any services of a business, commercial or professional nature to any other person, firm or corporation, whether for compensation or otherwise, which are in conflict with Employer's interests. Executive shall perform such other duties as shall be from time to time prescribed by Employer's Board of Directors, the Chairman of Employer's Board of Directors, or the Employer's President/CEO.

Executive shall have such responsibilities and duties and such authority to transact business on behalf of Employer, as are customarily incident to the office of Executive Vice President and Chief Credit Officer of a state-chartered banking institution.

2. TERM. Employer hereby employs Executive, and Executive hereby accepts employment with Employer, for the initial period of two (2) years (as the same may be extended, the "**Term**"), commencing as of the Effective Date, with such Term being subject to prior termination as hereinafter provided. Thereafter, the Term shall automatically extend for successive two (2) year periods unless and until (i) either party notifies the other party of its election not to extend the Term by written notice given at least one hundred eighty (180) days prior to the end of the then current Term, or (ii) Executive's employment hereunder is otherwise terminated as hereinafter provided.

3. COMPENSATION. In consideration for all services to be rendered by Executive to Employer, Employer agrees to pay Executive a base salary of not less than One Hundred Sixty Seven Thousand Dollars ($167,000.00) per year. Employer's Board of Directors and/or the President/CEO shall conduct yearly performance reviews of Executive and, in their sole discretion, determine any increases in Executive's base salary. Employer shall deduct therefrom all taxes which may be required to be deducted or withheld under any provision of the law (including, but not limited to, social security payments and income tax withholding) now in effect or which may become effective anytime during the Term.

Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Employer, in its sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401 (k) plan of Employer in which Executive is eligible to participate.

4. EXPENSE REIMBURSEMENT. Employer funher agrees to reimburse Executive for all reasonable expenses incurred by Executive on behalf of Employer in accordance with Employer's then current policies for the same, including entertainment, meal and travel expenses. Executive agrees to provide Employer with adequate records of all such expenses for which reimbursement is sought.

5. INSURANCE. Employer agrees to provide Executive with health insurance benefits that are now or may hereinafter be in effect for all other full-time employees of Employer, including, but not limited to, health, life, vision and dental insurance to the extent provided by Employer from time to time. Employer may also apply for a "keyman" life insurance policy on Executive with Employer as beneficiary of the policy.

6. PAID TIME OFF. Executive shall be entitled to annually accrue up to five (5) weeks paid time off ("**PTO**") during the Term with at least one (l) week to be taken in a consecutive period during each calendar year. PTO shall be scheduled and taken in accordance with the policies adopted by Employer's Board of Directors from time to time. In the event Executive does not use all allotted PTO in any calendar year, will be entitled to carry over PTO to any future year(s) but in no event shall Executive be permitted to carry over more than an aggregate of five (5) weeks of PTO, and Executive will not be entitled to any additional pay as compensation in respect of any unused PTO in excess thereof. To the extent that there is a conflict between the provisions of this **Section 6** and the Employer's then Approved PTO Policy, the provisions of this **Section 6** shall control.

7. TERMINATION. Employer shall have the right to terminate Executive's employment hereunder for any of the following reasons:

(a) willful breach of, habitual neglect of, willful failure to perform, or inability to perform, Executive's duties or obligations as Executive Vice President or Chief Credit Officer;

(b) illegal conduct, constituting a crime involving moral turpitude or a felony, or any conduct detrimental to the interests of Employer as determined by Employer's Board of Directors in its sole, but reasonable, discretion;

(c) fraud, theft, dishonesty or gross negligence in the performance of Executive's duties or obligations hereunder;

(d) the death of Executive;

(e) upon Executive becoming disabled (with "**disabled**" meaning for purposes hereof that Executive has been prevented, through physical or mental illness or injury, from satisfactorily performing the majority of his duties and obligations hereunder for a total of ninety (90) days in any one (l) year period; or

(f) without cause by Employer's Board of Directors in its sole and absolute discretion.

In the event Executive's employment hereunder is terminated for any of the reasons specified in any of subparagraphs (a) through (d) above, Executive will be paid only his unpaid salary and PTO earned as of the date of Executive's termination. Such termination pay shall be considered to be in full and complete satisfaction of any and all rights that Executive may enjoy under the terms of this Agreement other than rights, if any, to exercise any of the stock options vested prior to such termination. All insurance and other benefits provided herein shall also be terminated as of the date of Executive's termination.

In the event Executive's employment hereunder is terminated for any reason specified in paragraphs (e) or (f) above during the Term (excluding any election by Employer not to extend the Term), Executive shall be entitled to termination pay in an amount equal to the lesser of one (l) year of Executive's then base salary or the base salary in respect of the remaining portion of the original Term after such termination (the "Severance Payment"). For the avoidance of doubt. base salary does not include incentive compensation to Executive. The Severance Payment shall be paid in twelve (12) equal monthly installments, without interest, and shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy 'under the terms of this Agreement, other than rights, if any, to exercise any of the stock options vested prior to such termination, but excluding any Paid Time Off accrued in accordance with **Section 6** above which amount (if applicable) will be paid in accordance with the then Approved PTO Policy of the Employer. All insurance and other benefits provided herein shall also be terminated as of the date of Executive's termination.

8. ACOUISITION OR DISSOLUTION OF EMPLOYER. This Agreement shall not be terminated by the voluntary or involuntary dissolution of Employer. Notwithstanding the foregoing, in the event proceedings for liquidation of Employer are commenced by regulatory authorities, this Agreement and all rights and benefits hereunder shall terminate.

In the event of any merger or consolidation where Employer is not the surviving or resulting corporation, or upon transfer of all or substantially all of the stock or assets of Employer, and Executive is not retained by the surviving or resulting corporation in a position satisfactory to Executive, Executive shall (i) be paid one and one half (l .5) times Executive's then current annual base salary, and (ii) have the right to exercise all outstanding stock options, whether or not vested, within ninety (90) days. Such lump sum payment shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement. However, Executive shall still be entitled to all rights under any other agreements Executive has with Employer, including stock option agreements.

Notwithstanding the foregoing, a merger or consolidation shall not include a bank holding company reorganization wherein the shareholders who control at least 80% of the shares of Employer prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the bank holding company reorganization. Furthermore, notwithstanding the foregoing, benefits shall not be payable under this **Section 8** to the extent the benefit would be an excess parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

9. EXECUTIVE COVENANTS.

(a) **Participation in a Competing Business**. Except as otherwise expressly provided in this **Section 9** below, while Executive is employed by Employer pursuant to this Agreement and for a period of one (l) year thereafter (the "**Restricted Period**"), Executive will not become involved with a Competing Business (as defined below) or serve, directly or indirectly, a Competing Business in any manner, including, without limitation, as a shareholder, member, partner, director, officer, manager, investor, organizer, "founder," employee, consultant, or agent (all of the foregoing collectively, the "Prohibited Manners of Participation"); provided, however, that Executive may acquire and passively own an interest not exceeding two percent (2%) of the total equity interest in any publicly traded entity (whether or not such entity is a Competing Business).

(b) **No Solicitation**. During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit: (i) any employees of Employer to leave their employment; (ii) any customers of Employer to remove their business from Employer, or to participate in any manner in a Competing Business; or (iii) any direct or indirect sources of referrals to Employer to cease to make or reduce their referrals of business to Employer. Solicitation prohibited under this paragraph includes solicitation by any means, including, without limitation, meetings, letters and other mailings, electronic communications of any kind, and internet communications.

(c) **Employment Outside Clark County, Nevada.** Executive and Employer acknowledge and agree that a central element of Executive's services to be rendered pertain to all of the Employer's business activities, some of which are business lines that are nationwide in scope and not limited to Clark County, Nevada or the State of Nevada. Accordingly, for the avoidance of doubt, the parties further acknowledge and agree this **Section 9** prohibits Executive during the Restricted Period from accepting employment or otherwise acting in any of the Prohibited Manners of Participation with a Competing Business, even outside of Clark County, Nevada.

(d) **Competing Business Defined**. As used herein, "**Competing Business**" means: (i) any federal or state charted bank, credit union, thrift or other institution authorized to accept deposit accounts that maintains an office in Clark County, Nevada or that has any representatives or agents charged with marketing to, furnishing services in, or otherwise doing business on its behalf in Clark County, Nevada; (ii) any SBA lender or other party that furnishes services to or for the benefit of any SBA lender, irrespective of whether or not such SBA lender or other such party is based in or does business in Clark County, Nevada or elsewhere in Nevada; or (iii) any other party that competes with Employer or that directly assists any party in competing with Employer and the Employer's national business lines, 'which shall include SBA lending and prepaid cards.

(e) **Non-Disparagement**. During Executive's employment with Employer, and ,for a period of two (2) years thereafter, Executive shall not make any remarks nor publish, or participate in the publication of, any statements, accounts or stories disparaging the conduct or character of Employer, or any of its subsidiaries or affiliates, or any of its or their managers, officers, directors, members, owners, agents, successors or assigns.

(f) **Cooperation**. During Executive's employment with Employer, and following the termination of such employment, Executive agrees to cooperate with Employer in any litigation or administrative proceedings involving any matter in which Executive was involved during his employment with Employer.

(g) **Fairness**. Executive further acknowledges and agrees that the obligations of Executive contained in this **Section 9** are fair, and do not unreasonably restrict Executive's future employment or business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

(h) **Survival**. This **Section 9** shall survive any termination of Executive's employment with Employer or this Agreement.

10. INDEMNIFICATION. To the extent permitted by law, Employer shall indemnify Executive if he was or is a party or is threatened to be made a party in any action brought by a third party against Executive (whether or not Employer is joined as a party defendant) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with said action if Executive acted in good faith and in a manner Executive reasonably believed to be in the best interest of Employer (and with respect to a criminal proceeding if Executive had no reasonable cause to believe his conduct was unlawful), provided that the alleged conduct of Executive arose out of and was within the course and scope of his employment as an officer or employee of Employer.

11. RETURN OF DOCUMENTS. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments and other materials used or developed by Executive during the Term are solely the property of Employer, and Executive has no right, title or interest therein. Upon termination of Executive's employment hereunder, Executive or Executive's representatives shall promptly deliver possession of all of said property to Employer in good condition.

12. NOTICES. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be validly given or made if (i) personally delivered, (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any such communication shall be addressed as follows:

To Employer:	Bank of George 91 15 W. Russell Rd., Ste. 110 Las Vegas, NV 89148 Attention: Chairman of the Board of Directors & President/CEO
To Executive:	Keith Jarvis 6465 Sugar Knoll Ct. Las Vegas, NV 891 10

Any party hereto may change its or his address for purposes of this **Section 12** by giving notice in accordance herewith, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

13. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Executive may not assign any of his duties or obligations hereunder.

14. APPLICABLE LAW. This Agreement is made and entered into in the State of Nevada, and the laws of said State shall govern the validity and interpretation hereof, and the performance of the parties hereto and their respective duties and obligations hereunder.

15. CAPTIONS AND PARAGRAPH HEADINGS. Captions and section and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

16. INVALID PROVISIONS. Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated; provided, however, that in lieu of such invalid, void or unenforceable provision, there shall be added to this Agreement a provision that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable provision as may be possible.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Employer, except to the extent that it is contemplated that Executive and Employer may enter into a stock option agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by Employer and Executive.

18. CONFIDENTIALITY. Executive hereby agrees that any and all Proprietary Information and/or trade secrets, including, but not limited to, information concerning the Employer's products, data, documentation, services, processes, customers and prospects, which are disclosed to Executive or to which Executive has access, shall be the property of the Employer. Executive hereby agrees that any Proprietary Information or trade secrets shall be and shall remain the property of the Employer and that Executive shall not in any way reveal or disclose any Proprietary Information or trade secrets relating to the Employer's business endeavors except as specifically directed by the Employer. In addition, nothing in this Agreement shall be construed to convey to Executive any right title, interest, license or right to use the Proprietary Information or any other intellectual property, except as directed by the Employer. For purposes hereof, "**Proprietary Information**" means and includes the following: the identity of, and records, files and accounts of or concerning, customers or potential customers of Employer; any and all data or information involving the techniques, programs, methods or contacts employed by Employer in the conduct of its business; any lists, documents, manuals, records, forms or other materials used by Employer in the conduct of its business; and any other secret or confidential information concerning Employer's business or affairs. The terms "**list**", "**document**", or their equivalent, as used in this **Section 18**, are not limited to a physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of the "list" or "document", whether or not such compilation has been reduced to writing. Nothing in this **Section 18** shall prohibit Executive from releasing any Proprietary Information to Executive's legal counsel or financial advisors, provided that Executive obtains reasonable assurances that such advisors shall not disclose such Proprietary Information. Additionally, it shall not be a breach of this **Section 18** if a disclosure of Proprietary Information is made pursuant to a court order, a valid administrative agency subpoena or a lawful request for information by an administrative agency. Executive shall give Employer prompt notice of any such court order, subpoena or request for information. This **Section 18** shall survive any termination of Executive's employment with Employer or this Agreement.

19. ARBITRATION AND EQUITABLE REMEDIES. Except as otherwise provided below in this **Section 19**, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled pursuant to a confidential arbitration agreement to be entered into by the parties, and in the event there is no arbitration agreement, then pursuant to confidential arbitration proceedings in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.

Notwithstanding the foregoing, Executive acknowledges and agrees that if Executive commits a breach of **Section 9** or **Section 18**, Employer shall have the right to have such obligations of Executive specifically enforced by any court having appropriate jurisdiction on the grounds that any such breach will cause irreparable injury to Employer, and that money damages will not provide an adequate remedy to Employer. Such remedy shall be in addition to, and not exclusive of, any other remedies available to Employer at law or in equity, all of which remedies shall be cumulative and not mutually exclusive.

21. LEGAL COSTS. If either Executive or Employer commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER.

BANK OF GEORGE
a Nevada corpora 'on

By: _____
T. Ry n Sullivan, President/CEO

EXECUTIVE

_____
Keith Jarvis

EXHIBIT 10.13

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into as of the 21st day of July, 2023 (the "**Effective Date**") between **GBANK**, a Nevada corporation (hereinafter referred to as "**Employer**"), and **TARA CAMPBELL** (hereinafter referred to as "**Executive**").

WITNESSETH:

WHEREAS, Employer is desirous to employ Executive in the capacity hereinafter stated, and Executive is desirous to be in the employ of Employer in such capacity, for the period and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.**EMPLOYMENT**. Employer hereby employs Executive as its Executive Vice President and Chief Operating Officer, and Executive hereby accepts the duties that are customarily performed by the Executive Vice President and Chief Operating Officer of a state-chartered banking institution and accepts all other duties described herein, and agrees to discharge the same faithfully and to the best of her ability and consistent with past performances and the highest and best standards of the banking industry, in accordance with the policies of Employer's Board of Directors as established from time to time, and in compliance with all laws and Employer's Articles of Incorporation, Bylaws, Policies and Procedures. Executive shall devote her full business time and attention to the business and affairs of Employer for which she is employed and shall perform the duties thereof to the best of her ability. Except as permitted by the prior written consent of Employer's Board of Directors, Executive shall not directly or indirectly render any services of a business, commercial or professional nature to any other person, firm, or corporation, whether for compensation or otherwise, which are in conflict with Employer's interests. Executive shall perform such other duties as shall be, from time to time, prescribed by Employer's Board of Directors, the Chairman of Employer's Board of Directors, or the Employer's President/CEO.

Executive shall have such responsibilities and duties and such authority to transact business on behalf of Employer, as are customarily incident to the office of Executive Vice President and Chief Operating Officer of a state-chartered banking institution.

2. TERM. Employer hereby employs Executive, and Executive hereby accepts employment with Employer, for the initial period of two (2) years (as the same may be extended, the "**Term**"), commencing as of the Effective Date, with such Term being subject to prior termination as hereinafter provided. Thereafter, the Term shall automatically extend for successive two (2) year periods unless and until (i) either party notifies the other party of its election not to extend the Term by written notice given at least one hundred eighty (180) days prior to the end of the then current Term, or (ii) Executive's employment hereunder is otherwise terminated as hereinafter provided.

3. COMPENSATION. As outlined in the fully executed offer of employment letter dated February 6, 2023, and in consideration for all services to be rendered by Executive to Employer, Employer agrees to pay Executive a base salary of not less than Two Hundred and Sixty Thousand Dollars ($260,000.00) per year. Employer's Board of Directors and President/CEO shall conduct yearly performance reviews of Executive and, in their sole discretion, determine any increases in Executive's base salary. Employer shall deduct therefrom all taxes which may be required to be deducted or withheld under any provision of the law (including, but not limited to, social security payments and income tax withholding) now in effect or which may become effective anytime during the Term.

Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Employer, in its sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401(k) plan of Employer in which Executive is eligible to participate. Specifically, Executive is eligible to participate in Employer's discretionary annual bonus programs, as defined and governed by the Employer's Corporate Governance Policy, which is subject to change at any time by the Employer's Board of Directors. First year payments to Executive under the annual bonus program shall be paid as follows: (i) fifty percent (50%) of bonus paid no later than December 31, 2023, and (ii) fifty percent (50%) of bonus paid no later than March 31, 2024.

4. SIGNING BONUS. As outlined in the fully executed offer of employment letter dated February 6, 2023, Employer shall pay the Executive a one-time signing bonus of Fifty Thousand Dollars ($50,000) within thirty (30) days of the **Date of Hire**, which was April 3, 2023 (the "**Signing Bonus**"), less payroll deductions and all required withholdings. If the Executive resigns from employment with the Employer without Good Reason or the Employer terminates the Executive's employment for Cause, in each case prior to the first anniversary of the **Date of Hire**, the Executive must repay to the Employer a pro rata portion of the Signing Bonus representing the remainder of the period between the date of termination and the one-year anniversary of the **Date of Hire**. If any repayment is due to the Employer pursuant to this Section, the Executive agrees that the amount of the repayment due is payable in full immediately via personal check, wire, or payroll deduction and the Executive agrees to permit the Employer to deduct this amount from any monies or benefits due to the Executive including wages, bonuses, reimbursements and/or expenses and any remaining amounts are the Executive's responsibility, payable via personal check or wire immediately but in no event later than thirty (30) days of the Executive's last day of employment with the Employer.

5. EXPENSE REIMBURSEMENT. Employer further agrees to reimburse Executive for all reasonable expenses incurred by Executive on behalf of Employer in accordance with Employer's then current policies for the same, including entertainment, meal, and travel expenses. Executive agrees to provide Employer with adequate records of all such expenses for which reimbursement is sought.

As outlined in the fully executed offer of employment letter dated February 6, 2023, Employer shall also provide to Executive a monthly automobile allowance of Seven Hundred Dollars ($700). This allowance shall offset Executive's associated automobile operating expenses inclusive of maintenance, gasoline, registration, and insurance. Employer shall report to the Internal Revenue Service the amounts paid by Employer for Executive's automobile allowance for each tax year consistent with Internal Revenue Code requirements.

Additionally, as outlined in the fully executed offer of employment letter dated February 6, 2023, should Employer require Executive to move or relocate her personal residence during the Term, Employer shall pay to Executive Thirty-Five Thousand Dollars ($35,000) for any future relocations required by Employer. Relocation payments under this section may be used for any related purpose and shall be subject to payroll deductions and all required withholdings.

As outlined in the fully executed offer of employment letter dated February 6, 2023, should Executive terminate employment for any reason, request a transfer out of the assignment location, or if employment is terminated due to gross neglect of job duties, fraud, misappropriation, or embezzlement, within twenty-four (24) months after relocation is initiated, Executive agrees to repay, within thirty (30) days of termination of employment, any and all relocation expenses and tax allowances, or payments made in lieu of relocation, incurred or reimbursed by Employer, subject to the schedule below. In addition, should Executive refuse to accept a job transfer or relocation after any expenses have been incurred or reimbursed by Employer, Executive agrees to repay Employer within thirty (30) days of refusal to accept transfer/relocation for any and all relocation expenses and tax allowances, or payments made in lieu of relocation, incurred or reimbursed, by Employer.

Repayment of relocation expenses will be made
in accordance with the following schedule:

Length of time from relocation initiation date: 0-12 months
Percentage of costs repayable: 100%

Length of time from relocation initiation date: 12-24 months
Percentage of costs repayable: 50%

If termination occurs more than twenty-four (24) months after the repayment of relocation expenses by Employer, the Executive will not be required to repay relocation expenses.

Any repayment required will be due and payable to Employer within thirty (30) days of terminating employment or will be deducted from any amounts due Executive from Employer, including without limitation any salary, commissions, bonuses, vacation or other paid leave, severance or separation pay, and expense reimbursements, up to the full amount of the Employee Sale/Company Purchase expense owed to the Company, subject to applicable law. If such deduction does not fully satisfy the amount of reimbursement due, Executive agrees to immediately repay the remaining unpaid balance to the Employer.

6. **INSURANCE.** Employer agrees to provide Executive with health insurance benefits that are now or may hereinafter be in effect for all other full-time employees of Employer, including, but not limited to, health, life, vision, and dental insurance to the extent provided by Employer from time to time. Employer may also apply for a "keyman" life insurance policy on Executive with Employer as beneficiary of the policy.

7. PAID TIME OFF. Executive shall be entitled to up to two hundred forty (240) hours of paid time off ("**PTO**") annually per policy during the Term with at least one (1) week to be taken in a consecutive period during each calendar year. PTO shall be scheduled and taken in accordance with the policies adopted by Employer's Board of Directors from time to time. In no event shall Executive be permitted to carry more than an aggregate of two hundred forty (240) hours of PTO, and Executive will not be entitled to any additional pay as compensation in respect of any unused PTO in excess thereof. In addition to the PTO provided in this section, Executive is also entitled to paid leave pursuant to Employer's paid leave policy.

8. TERMINATION. Employer shall have the right to terminate Executive's employment hereunder for any of the following reasons:

(a) willful breach of, habitual neglect of, willful failure to perform, or inability to perform, Executive's duties or obligations as Executive Vice President or Chief Operating Officer;

(b) illegal conduct, constituting a crime involving moral turpitude or a felony, or any conduct detrimental to the interests of Employer as determined by Employer's Board of Directors in its sole, but reasonable, discretion;

(c) fraud, theft, dishonesty, or gross negligence in the performance of Executive's duties or obligations hereunder;

(d) the death of Executive;

(e) Executive becoming disabled in a manner or to the extent that Executive cannot perform the essential functions of her position with or without a reasonable accommodation; or

(f) without cause by Employer's Board of Directors in its sole and absolute discretion.

In the event Executive's employment hereunder is terminated for any of the reasons specified in any of subparagraphs (a) through (d) above, Executive will be paid only her unpaid salary earned as of the date of Executive's termination and unreimbursed expenses. Such termination pay shall be considered to be in full and complete satisfaction of any and all rights that Executive may enjoy under the terms of this Agreement other than rights, if any, to exercise any of the stock options vested prior to such termination. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination in compliance with all applicable laws.

In the event Executive's employment hereunder is terminated for any reason specified in paragraphs either (e) or (f) above during the Term (excluding any election by Employer not to extend the Term), Executive shall be entitled to termination pay in an amount equal to one (1) year of Executive's then base salary or the base salary in respect of the remaining portion of the original Term after such termination (the "Severance Payment"). In the event of any disability of Executive, the Employer will follow those policies and procedures for engaging in the interactive process with Executive as set forth in Employer's written policies and procedures applicable to all employees of Employer. The Severance Payment shall be paid in twelve (12) equal monthly installments, without interest, and shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement, other than rights, if any, to exercise any of the stock options vested prior to such termination, but excluding any Paid Time Off accrued in accordance with **Section 7** above, of which amounts (if applicable) will be paid in accordance with the then Approved PTO Policy of the Employer. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination or, as defined in the Employer's policies, as of the next end of month immediately following termination. Following termination of insurance coverage, COBRA shall be offered to Executive consistent with Employer's policies in place at time of termination. In the event that Executive receives a Severance Payment as a result of the provisions of paragraphs (e) or (f), Executive agrees that she will sign an irrevocable general release as a condition of receipt of the Severance Payment in substantially the form attached hereto as Exhibit A (the "Release") which may be amended only to address intervening changes in the law, or by agreement of both parties.

Notwithstanding the foregoing, in the event of termination due the death or disability of Executive, all outstanding stock options, whether or not vested, shall be eligible for exercise within ninety (90) days.

9. ACQUISITION OR DISSOLUTION OF EMPLOYER. This Agreement shall not be terminated by the voluntary or involuntary dissolution of Employer. Notwithstanding the foregoing, in the event proceedings for liquidation of Employer are commenced by regulatory authorities, this Agreement and all rights and benefits hereunder shall terminate.

In the event of any merger or consolidation where Employer is not the surviving or resulting corporation, or upon transfer of all or substantially all of the stock or assets of Employer, and Executive is not retained by the surviving or resulting corporation in a position satisfactory to Executive, Executive shall be paid one (1) times Executive's then current annual base salary and shall have the right to exercise all outstanding stock options, whether or not vested, within ninety (90) days. For the avoidance of doubt, and for the purposes of calculating the payments to Executive under this section, cash bonuses and cash incentives shall not include any distributions made to Executive which were part of any deferred compensation plan. Cash payments shall be made in lump sum and payable to Executive under this section and shall be immediate at the closing of the subject merger or consolidation, given that written notice is provided by Executive that any position offered to Executive by surviving or resulting corporation is unsatisfactory and has been or will be refused. Such lump sum payment shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement. However, Executive shall still be entitled to all rights under any other agreements Executive has with Employer, including stock option agreements. Executive agrees that in the event of termination of the Agreement for the reason(s) specified in this paragraph, Executive will sign the Release as a condition of receipt of the any such payments or rights contemplated by this paragraph.

Notwithstanding the foregoing, a merger or consolidation shall not include a bank holding company reorganization wherein the shareholders who control at least 80% of the shares of Employer prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the bank holding company reorganization. Furthermore, notwithstanding the foregoing, benefits shall not be payable under this **Section 9** to the extent the benefit would be an excess parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

10. EXECUTIVE COVENANTS.

(a) **Participation in a Competing Business**. Except as otherwise expressly provided in this **Section 10** below, while Executive is employed by Employer pursuant to this Agreement and for a period of one (1) year following separation of Executive under circumstances as outlined in **Section 9** or for any other reason (the "**Restricted Period**"), Executive will not become involved with a Competing Business (as defined below) or serve, directly or indirectly, a Competing Business in any manner, including, without limitation, as a shareholder, member, partner, director, officer, manager, investor, organizer, "founder," employee, consultant, or agent; provided, however, that Executive may acquire and passively own an interest not exceeding two percent (2%) of the total equity interest in any publicly traded entity (whether or not such entity is a Competing Business).

(b) **No Solicitation**. During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any employees of Employer to leave their employment.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any customers of Employer to remove their business from Employer, or to participate in any manner in a Competing Business. This prohibition shall not apply where the former customer(s) voluntarily choose to leave Employer and seek services from Executive.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any direct or indirect sources of referrals to Employer to cease to make or reduce their referrals of business to Employer.

Solicitation prohibited under this paragraph includes solicitation by any means, including, without limitation, meetings, letters and other mailings, electronic communications of any kind, and internet communications.

(c) **Employment Outside Clark County, Nevada**. Executive and Employer expressly acknowledge and agree that a central element of Executive's services to be rendered to Employer is to establish, increase and improve upon, and maintain Employer's local and national business activities. Executive further expressly acknowledges that Employer's SBA lending, prepaid card, and credit card activities and such of Executive are nationwide in scope and not limited to Clark County, Nevada, or the State of Nevada. Accordingly, for the avoidance of doubt, the parties further acknowledge and agree this **Section 10** prohibits Executive during the Restricted Period from accepting employment or otherwise acting in any of the Prohibited Manners of Participation with a Competing Business, even outside of Clark County, Nevada.

(d) **Competing Business Defined**. As used herein, "**Competing Business**" means: (i) any federal or state charted bank, credit union, thrift or other institution authorized to accept deposit accounts that maintains an office in Clark County, Nevada or that has any representatives or agents charged with marketing to, furnishing services in, or otherwise doing business on its behalf in Clark County, Nevada; (ii) any SBA lender or other party that furnishes services to or for the benefit of any SBA lender in the markets in which Employer has established business interests, irrespective of whether or not such SBA lender or other such party is based in or does business in Clark County, Nevada or elsewhere in Nevada; or (iii) any other party that competes with Employer or that directly assists any party in competing with Employer and the Employer's national business lines, which shall include SBA lending, prepaid cards, and credit cards. Competing Business with the Employer shall not include minimal or De Minimus activity in the Employer's national business lines, as defined below.

(e) **De Minimus Defined**. As used herein, "**De Minimus**" means the following: (i) minimal levels of SBA 7(a) lending activity such that related loan origination volumes represent less than $25 million per annum and that related SBA 7(a) loan origination volumes do not represent levels appearing on the SBA's top national 100 7(a) lenders by dollar volume; (ii) any issuances of debit or other payment cards that do not constitute the issuance of prepaid cards; or (iii) any activity that involves the offering of a credit card product through an unaffiliated third-party company, organization, or association. De Minimus activity levels will be applicable during the entirety of the Restricted Period.

(f) **Non-Disparagement**. During Executive's employment with Employer, and for a period of two (2) years thereafter, neither Executive nor Employer, shall make any remarks nor publish, or participate in the publication of, any statements, accounts or stories disparaging the conduct or character of the other party, or any of its subsidiaries or affiliates, or any of its or their managers, officers, directors, members, owners, agents, successors or assigns. Nothing herein shall be construed as prohibiting Executive or Employer from making any remarks or participating in the publication of any statements or accounts otherwise protected by law or which may be required by any laws, statutes or regulations governing the scope of Employer's activities and/or industry.

If Executive or Employer, or any related agents, breach any portion in this section, both parties acknowledge that it will be impracticable or extremely difficult to determine the damages suffered. It is, therefore, agreed that in the event of such a breach, then breaching party shall pay the sum of Five Thousand Dollars ($5,000.00) per breach as liquidated damages. Terms in this section shall be in addition to any and all other rights or remedies available to both parties under applicable law.

(g) **Cooperation**. During Executive's employment with Employer, and following the termination of such employment, Executive agrees to cooperate with Employer in any litigation or administrative proceedings involving any matter in which Executive was involved during her employment with Employer. In the event that Executive bears certain costs in relation to cooperation under this section, all reasonable costs shall be reimbursed to Executive from Employer.

(h) **Fairness**. Executive further acknowledges and agrees that the obligations of Executive contained in this **Section 10** are fair, and do not unreasonably restrict Executive's future employment or business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

(i) **Survival**. This **Section 10** shall survive any termination of Executive's employment with Employer or this Agreement.

11. INDEMNIFICATION. To the extent permitted by law, Employer shall indemnify Executive if she was or is a party or is threatened to be made a party in any action brought by a third party against Executive (whether or not Employer is joined as a party defendant) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with said action if Executive acted in good faith and in a manner Executive reasonably believed to be in the best interest of Employer (and with respect to a criminal proceeding if Executive had no reasonable cause to believe her conduct was unlawful), provided that the alleged conduct of Executive arose out of and was within the course and scope of her employment as an officer or employee of Employer. Executive agrees that in the event that she is threatened to be made a party in any action or is named as a party in any action falling within the scope of this paragraph, Employer shall have the right to select and appoint counsel on Executive's behalf. Nothing herein shall be construed as in any way limiting or restricting Employer's ability to seek reimbursement for legal fees and costs incurred by Employer on Executive's behalf if Executive is found to have acted wrongfully or with gross negligence in the performance of her duties.

12. RETURN OF DOCUMENTS. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments, and other materials used or developed by Executive during the Term are solely the property of Employer, and Executive has no right, title, or interest therein. Upon termination of Executive's employment hereunder, Executive or Executive's representatives shall promptly deliver possession of all of said property to Employer in good condition.

13. NOTICES. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be validly given or made if (i) personally delivered, (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any such communication shall be addressed as follows:

To Employer:	GBank 9115 W. Russell Rd., Ste. 110 Las Vegas, NV 89148 Attention: T. Ryan Sullivan, President/CEO
To Executive:	Tara Campbell 10172 Sequoia Glen Avenue Las Vegas, NV 89166

Any party hereto may change its or her address for purposes of this **Section 13** by giving notice in accordance herewith, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

14. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns; provided, however, that Executive may not assign any of her duties or obligations hereunder.

15. CODE SECTION 409A; TAXATION. The compensation and benefits provided under this Agreement are intended to either comply with the applicable requirements of the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "**Code Section 409A**") or satisfy the requirements of an applicable exception thereto, and, notwithstanding anything herein to the contrary, this Agreement shall be construed and administered in accordance with such intent. In no event does Employer guarantee any particular tax consequences, outcome, or tax liability to Executive. No provision of this Agreement shall be interpreted or construed to transfer any liability imposed on Executive under the Code, including any liability due to a failure to comply with the requirements of Code Section 409A, from Executive or any other individual to Employer or its subsidiaries, affiliates, or successors. In the event Employer determines that any compensation or benefit payable hereunder may be subject to the requirements of Code Section 409A, Employer (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that Employer in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Code Section 409A or (b) comply with the applicable requirements of Code Section 409A. Each installment payment payable hereunder shall be deemed to be a separate payment for purposes of Code Section 409A.

Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of Employer, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. With respect to compensation and benefits that are subject to the requirements of Code Section 409A, in the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years. No compensation or benefit that is subject to the requirements of Code Section 409A and that is payable upon Executive's termination of employment shall be paid unless Executive's termination of employment constitutes a "separation from service" within the meaning of Treasury Regulation Section
1.409A-1(h).

16. APPLICABLE LAW. This Agreement is made and entered into in the State of Nevada, and the laws of said State shall govern the validity and interpretation hereof, and the performance of the parties hereto and their respective duties and obligations hereunder.

17. CAPTIONS AND PARAGRAPH HEADINGS. Captions and section and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. INVALID PROVISIONS. Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated; provided, however, that in lieu of such invalid, void or unenforceable provision, there shall be added to this Agreement a provision that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable provision as may be possible.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Employer, except to the extent that it is contemplated that Executive and Employer may enter into a stock option agreement and that the Board of Directors may specify additional conditions for such stock option grant as specified in any stock option agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by Employer and Executive.

20. CONFIDENTIALITY. Executive hereby agrees that any and all Proprietary Information and/or trade secrets, including, but not limited to, information concerning the Employer's products, data, documentation, services, processes, customers, and prospects, which are disclosed to Executive or to which Executive has access, shall be the property of the Employer. Executive hereby agrees that any Proprietary Information or trade secrets shall be and shall remain the property of the Employer and that Executive shall not in any way reveal or disclose any Proprietary Information or trade secrets relating to the Employer's business endeavors except as specifically directed by the Employer. In addition, nothing in this Agreement shall be construed to convey to Executive any right title, interest, license or right to use the Proprietary Information or any other intellectual property, except as directed by the Employer. For purposes hereof, "**Proprietary Information**" means and includes the following: the identity of, and records, files and accounts of or concerning, customers or potential customers of Employer; any and all data or information involving the techniques, programs, methods or contacts employed by Employer in the conduct of its business; any lists, documents, manuals, records, forms or other materials used by Employer in the conduct of its business; and any other secret or confidential information concerning Employer's business or affairs. The terms "**list**", "**document**", or their equivalent, as used in this **Section 20**, are not limited to a physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of the "list" or "document", whether or not such compilation has been reduced to writing. Nothing in this **Section 20** shall prohibit Executive from releasing any Proprietary Information to Executive's legal counsel or financial advisors, provided that Executive obtains reasonable assurances that such advisors shall not disclose such Proprietary Information. Additionally, it shall not be a breach of this **Section 20** if a disclosure of Proprietary Information is made pursuant to a court order, a valid administrative agency subpoena or a lawful request for information by an administrative agency. Executive shall give Employer prompt notice of any such court order, subpoena, or request for information. This **Section 20** shall survive any termination of Executive's employment with Employer or this Agreement.

21. ARBITRATION AND EQUITABLE REMEDIES. Except as otherwise provided below in this **Section 21**, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be addressed pursuant to a separate confidential arbitration agreement to be entered into by the parties, attached hereto and executed concurrently with this Agreement, and that the arbitration described in such separate arbitration agreement shall be the sole and exclusive venue in which any such claims or disputes may be brought to the fullest extent permitted by law. Employer and Executive agree that this provision is material to the Agreement, and that Executive's act of opting-out of the arbitration agreement would constitute Executive's revocation of this Agreement and likewise relieve Employer of its obligations under this Agreement.

Notwithstanding the foregoing, Executive acknowledges and agrees that if Executive commits a breach of **Section 10** or **Section 20**, Employer shall have the right to have such obligations of Executive specifically enforced by any court having appropriate jurisdiction on the grounds that any such breach will cause irreparable injury to Employer, and that money damages will not provide an adequate remedy to Employer. Such remedy shall be in addition to, and not exclusive of, any other remedies available to Employer at law or in equity, all of which remedies shall be cumulative and not mutually exclusive.

22. LEGAL COSTS. If either Executive or Employer commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER

GBank
a Nevada corporation

By: /s/ Edward M. Nigro
Edward M. Nigro, Executive Chairman

By: /s/ T. Ryan Sullivan
T. Ryan Sullivan, President/CEO

EXECUTIVE

/s/ Tara Campbell
Tara Campbell

Exhibit A: Form of Release

This release ("Release") is entered into by Tara Campbell ("Executive") in favor of the Releasees (as defined below) as of the date signed by Executive below.

1. Employment Agreement. Reference is hereby made to the Employment Agreement, dated _____, 2023 (the "Employment Agreement") setting forth the agreement between Executive and GBank ("Company") regarding the termination of the employment relationship between the parties thereto and the Severance Payment to be provided to Executive under the Employment Agreement. (Capitalized terms used but not defined herein have the meanings ascribed to them in the Employment Agreement.)

2. Release.

(a) Executive, for herself and her spouse, heirs, executors, administrators, insurers, transferees, representatives, successors, and assigns (collectively, the "Executive Releasors") hereby releases and discharges Company and its direct and indirect parents, subsidiaries, predecessors, successors, assigns, divisions, and other affiliated or related companies, and each of their respective past and present officers, directors, managers, agents, employees, members, equityholders, shareholders, investors, advisors, financing sources, insurers, representatives, assigns, principals and counsel, expressly including GBank Financial Holdings Inc. (the "Releasees"), from any and all actions, causes of action, claims, demands, grievances, and complaints, whether known or unknown, that the Executive Releasors ever had or may have at any time through the Effective Date (as defined below). Executive acknowledges and agrees that this Release is intended to and does cover, but is not limited to: (i) any claim of employment discrimination of any kind, whether based on a federal, state, or local Constitution, statute, regulation or court decision, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Civil Rights Acts of 1866, 1871, and 1991, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the Labor Management Relations Act, including Section 301 of the LMRA, the National Labor Relations Act, the Nevada Equal Opportunities for Employment Law, the Nevada Equal Pay Law, the Nevada Wage Payment and Work Hour Law, the Nevada Occupational Safety & Health Act, and the Nevada School Visitation Law, and all claims arising under the Sarbanes-Oxley Act of 2002 (Public Law 107-204), including whistleblowing claims under 18 U.S.C. §§ 1513(e) and 1514A; and (ii) any claim, whether statutory, common law, or otherwise, arising out of the terms or conditions of Executive's employment with and/or Executive's separation from Company including, but not limited to, any claims in the nature of tort or implied or express contract, retaliation, harassment and discrimination, wrongful discharge, promissory estoppel, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, libel, slander, defamation, unpaid wages, bonuses, commissions, expense reimbursement, severance, deferred compensation, expense reimbursement or other compensation, for stock options, profit-sharing, equity and related interests, claims arising from or related to tax, penalty, or interest expenses imposed on Executive under the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation taxes imposed pursuant to Code Section 409A, and/or arising out of any and all employee handbooks, policy and procedure manuals, and other policies and practices of Company, claims related to any tangible or intangible property of Executive's that remains with Company, claims for any loss, cost, damage, or expense arising out of any dispute over the tax treatment of any of the compensation received by Executive at any time, and any and all claims for attorneys' fees and costs. The listing of specific rights, claims, and causes of action being released is by way of example only and does not limit the general scope of this Release.

(b) Executive intends that, by this Release, Executive is giving up all rights, claims and causes of action occurring prior to the Effective Date (as defined below), whether or not any damage or injury therefrom has yet occurred. Executive acknowledges that there is a risk that after execution of this Release, she will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with Executive's employment with and/or separation from Company, but that is unknown or unanticipated at the time of the execution of this Release. Executive expressly accepts the risk of loss with respect to both undiscovered claims and with respect to claims for any harm suffered after the execution of this Release arising out of conduct, statements, performance or decisions occurring before the Effective Date. Executive stipulates that this Release will and does apply to all unknown or unanticipated results of any and all matters caused by or connected with Executive's employment with and/or separation from Company, as well as those claims currently known or anticipated. However, this Release does not apply to any rights or claims that may arise out of acts or events that occur after the Effective Date, claims that may not legally be released, or claims to vested benefits, such as health insurance claims and 401k accounts.

(c) Executive further acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date. Executive has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which she was otherwise entitled. Executive has been advised that she may consult with the attorney of her choosing concerning this Release prior to executing it, and she has done so.

3. Enforceability of Release; Effective Date. Executive understands and acknowledges that this Release includes a release of claims under the Age Discrimination in Employment Act (the "ADEA"), and understands that one-fourth of the Severance Payment is attributable to this ADEA portion of the Release (the "ADEA Release"). Executive acknowledges that she has been advised to consult with an attorney before signing this Release. Executive further acknowledges the adequacy and sufficiency of the Severance Payment for the promises set forth in this Release, and acknowledges that, in the absence of this Release, Company is not otherwise obligated to pay such sums. Executive further acknowledges that she has been offered at least twenty-one (21) days to consider this Release, that Executive has read the Employment Agreement and this Release and understands their terms and significance, and that Executive has executed this Release with full knowledge of its effect, after having carefully read and considered all terms of this Release and, if Executive has chosen to consult with an attorney, that attorney has fully explained all terms and their significance to Executive. Executive certifies her understanding that Executive may revoke the ADEA Release, as it applies to her, within seven (7) days following execution of this Release, and that this ADEA Release only will not become effective or enforceable until that revocation period has expired, although the remainder of the Release will be effective upon Executive signing the Release. Any revocation should be sent, in writing, to the Chairman of the Board of Directors of Company at the notice address designated in the Employment Agreement. Executive also understands that, should she revoke the ADEA Release within the seven- (7-) day period, the ADEA Release, as it applies to her, would be voided and the Severance Payment attributable to this ADEA Release would not be paid or owed to Executive. This Release will be effective as of the eighth day following its execution by Executive (the "Effective Date"). Executive understands that nothing in this Release affects her ability to test the knowing and voluntary nature of this ADEA Release.

4. Responsibility for Taxes. Executive acknowledges and agrees that Executive is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which at any time may be found to be due on or as a result of the payment made to Executive as consideration for this Release. Executive agrees to indemnify, defend, and hold harmless the Releasees and each of them from or against any claim or liability for any such taxes and related penalties and/or interest, in the event such taxes, penalties and/or interest are assessed by the United States Internal Revenue Service or any other taxing authority. Executive expressly acknowledges that neither Company nor its counsel has made any representations to Executive regarding the tax consequences of any consideration Executive may receive pursuant to this Release and the Employment Agreement.

5. Transition Assistance. For a period of up to twelve (12) months after termination, Executive will use her best efforts to assist in the professional, competent and orderly transition of Executive's former responsibilities to the individual(s) designated by Company. If and when called upon by Company, Executive will make herself reasonably available in person, telephonically, and/or via electronic mail as often as necessary, and will diligently respond to inquiries as soon as reasonably possible. Executive will receive no additional compensation for this cooperation, but will be reimbursed for reasonable expenses (such as telephone and facsimile charges) incurred in connection with the transitioning of these duties. Nothing set forth in this Section or elsewhere is intended to, or does, create or continue any employment, contractor or agent relationship between Executive and Company.

6. Disclosure Obligation. By signing below, Executive represents that Executive has no knowledge or suspicion of any wrongdoing involving improper or false claims with respect to a federal or state governmental agency, or any customer, or any other wrongdoing that involves Executive, Company, or any present or former employee(s), contractors or agents. Executive agrees promptly to contact Company if she learns of or suspects any such wrongdoing in the future.

7. Cooperation. Executive agrees to fully cooperate in the investigation by Company of any issues, and the defense of any claims by, against or otherwise involving Company that might arise that could involve Executive or information within Executive's knowledge as a further condition to receiving the Severance Payment, regardless of whether Executive personally is named in the action. For such cooperation, Company agrees to pay Executive at the rate of **$150** per hour, in addition to reimbursement for reasonable costs incurred.

8. No Pending or Future Lawsuits. Executive represents that there are no lawsuits, claims or actions pending in Executive's name, or brought by Executive on behalf of any other person or entity, against any of the Releasees. Executive also represents that Executive does not intend to bring any claims on her own behalf, or on behalf of any other person or entity, against any of the Releasees. Nothing herein is intended to contravene any law that may permit Executive to file claims and/or cooperate with government agency(ies); however, Executive may not receive any individual compensation as a result of claims brought through or by any such agency.

9. Future Affiliation. Executive agrees that, as a condition of receiving the Severance Payment, Executive will not apply for or seek employment, engagement or reinstatement with Company and its affiliated entities or their successors or assigns at any point in the future, and expressly and forever releases and discharges these entities from any obligation to employ or engage Executive in any capacity. Executive represents and warrants that she has not knowingly accepted, applied for or sought work or employment with any of these entities, and further agrees that if Executive does seek to become affiliated or employed with any such entity, this Release constitutes just and proper cause to deny Executive such affiliation or employment or to immediately terminate such work or employment. This provision may be waived in writing by Company and/or its successors or assigns.

10. Not Admissible. This Release will not be admissible in any proceeding, provided that nothing in this Release will prevent Executive or Company from asserting or pursuing any claim to enforce the terms of this Release or using this Release to defend against claims by the other party.

11. Continuing Obligations. Executive acknowledges and agrees to abide by her continuing obligations under the Employment Agreement following the date hereof.

12. Payment Conditioned upon Compliance. Executive understands that her entitlement to the Severance Payment and any part thereof is contingent upon Executive being in full compliance with this Release and the continuing obligations under the Employment Agreement and any other agreements with Company. Company will have the right to refrain from providing further Severance Payment, and to recoup any Severance Payment already provided to Executive, in the event that Executive breaches her obligations in any material respect, in addition to any other remedies available to Company in law or in equity.

13. Assignment. Executive's continuing obligations under this Release may not be assigned by Executive without the prior written consent of Company, and any purported transfer or assignment will be void. Company may assign its rights and duties thereunder. This Release will inure to the benefit of Company and its successors and assigns (whether by operation of law, merger, change of control or otherwise).

14. Modification and Severability. In the event that any provision of this Release becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, such provision will be modified to render it enforceable to the fullest extent permitted by law. If the provision cannot be modified, this Release will continue in full force and effect without said provision, so long as the remaining provisions remain intelligible and continue to reflect the original intent of the parties.

15. Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Release may be amended and the observation of any provision hereof may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of Company. The failure of Company to insist upon the performance of any of the terms and conditions in this Release, or the failure to prosecute any breach of any of the terms and conditions of this Release, will not be construed thereafter as a waiver of any such terms or conditions.

16. Governing Law; Jurisdiction; Prevailing Party Fees. This Release will be deemed to have been executed and delivered within the State of Nevada, and it will be construed, interpreted, governed and enforced in accordance with the substantive laws of, the State of Nevada, without regard to conflict of law principles. Executive hereby consents to personal and exclusive jurisdiction and venue in the state and federal courts of the State of Nevada. The substantially prevailing party in any action under this Release will be entitled to recover its or her costs and reasonable attorneys' fees.

17. Signatures. A facsimile, pdf, DocuSigned or other electronic signature will have the same force and effect as an original.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, AND HAS HAD AN OPPORTUNITY TO DO SO, AND THAT EXECUTIVE UNDERSTANDS ALL OF ITS TERMS AND EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND THE CONSEQUENCES THEREOF.

Date: _____

_____
Tara Campbell

MUTUAL ARBITRATION OF DISPUTES AGREEMENT

This Mutual Agreement to Arbitrate Claims ("Agreement") is entered into by and between GBANK ("Employer") and TARA CAMPBELL ("Employee"), effective on the date executed below.

1. Employee and Employer mutually agree that any controversy, claim, dispute, or employment dispute arising out of Employee's employment or its termination, whether based on contract, statute or common law, between or among Employee and Employer, including Employer's agents, officers, directors, and/or shareholders, shall be determined by arbitration, except disputes or claims mentioned in paragraph 3 below and those for injunctive relief. Nothing in this Agreement is in any way intended or should be construed to change otherwise existing employment relationship between Employee and Employer.

2. This Agreement shall apply to all claims or controversies arising out of Employee's employment or its termination (collectively, the "Claims") that either party may have against the other, including Employer's parent, subsidiaries, or affiliates or any of their officers, directors, shareholders, representatives, attorneys, agents, or assigns in their capacity as such or otherwise. The Claims covered by this provision include, without limitation, claims arising out of contract law (which includes, but is not limited to, any claims for breach of contract -- employment or otherwise and breach of fiduciary duty), tort law (which includes, but is not limited to, any claims for intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, tortious interference with contract, tortious interference with business relations, disparagement of business reputation), common law, wrongful discharge law (which includes, but is not limited to, any claims for wrongful discharge or termination, constructive discharge, retaliatory discharge), privacy rights, statutory protections, constitutional protections, wage and hour law, conspiracy, fraud, negligent misrepresentation, Nevada Revised Statutes protections (which includes, but is not limited to, any claims for unpaid salary, severance, accrued vacation or sick pay, bonuses or any other type of compensation), any state discrimination law, any claims within any division of the Nevada Department of Industrial Relations, any claim, demand or cause of action arising under any provision of the Nevada Revised Statutes or the Nevada Administrative Code, the federal Family and Medical Leave Act, the federal Civil Rights Acts of 1964 and 1991, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, claims for benefits (except when a benefit or pension plan specifies that its claims procedures shall culminate in an arbitration procedure different from this one), claims based on a violation of public policy, claims for violations of common law, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

3. The only disputes or claims that are not subject to this Mutual Arbitration of Disputes Agreement are: a) any claim by Employee for workers' compensation or state unemployment benefits; b) disputes arbitrable under a collective bargaining agreement or covered by the National Labor Relations Act; c) any claim by Employee for benefits under an Employer plan, which provides for its own arbitration procedure; and d) any claim for injunctive relief by Employer or Employee. Each party has the right to go to court to seek an injunction or similar equitable relief.

4. The Parties understand that, by this Agreement, they are waiving their rights to have a Claim adjudicated by a court or jury.

5. The Parties understand and agree that, by this Agreement and to the extent permissible by law, they are waiving any right to join or consolidate claims in arbitration or in any court with others or to make claims in arbitration or in any court as a representative or as a member of a class, unless such procedures are agreed to by both Parties. Should this provision be held to be unenforceable for any reason, Employee and Employer agree that any consolidated action shall proceed via arbitration. Any determination that this provision is unenforceable shall in no way act to invalidate the remainder of this Agreement and will apply solely to that dispute pursuant to which a determination of unenforceability is rendered.

6. This arbitration provision shall provide the exclusive remedy and each party expressly waives any right he, she or it might have to seek redress in any other forum, except as otherwise specified herein. The arbitration shall be conducted as follows:

a. The arbitration shall be conducted in a location convenient to the Employee and the Employer and in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. Any decision or award or order of the arbitrator shall be final and binding between the parties as to all claims which were or could have been raised in connection with the dispute to the fullest extent permitted by law, except for any review allowed under the Federal Arbitration Act (9 U.S.C. § 10). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

b. The American Arbitration Association Rules can be found at www.adr.org. In addition, you may request a copy from your supervisor or any member of management.

c. There shall be a single neutral arbitrator, who is selected in accordance with the Rules and who is licensed to practice law in Nevada. The arbitrator shall apply the substantive law of Nevada, or federal law, or both, as applicable to the Claim asserted. Each party shall have the right to take written discovery and depositions as well as to subpoena witnesses and documents for discovery and for arbitration, as allowed under the Employment Dispute Resolution Rules of the American Arbitration Association then in effect.

d. The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a large group who claim to share a common interest seek relief on behalf of the group).

e. The arbitrator shall have the exclusive authority to resolve any dispute relating to the formation, interpretation, applicability, or enforceability of this Agreement, including, without limitation, any Claim that all or any part of this Agreement is void or voidable. The arbitrator's decision shall be a reasoned decision in writing, revealing the essential findings and conclusions forming the basis of the award.

f. The arbitrator shall issue a signed and dated written opinion that shall decide all issues submitted and shall state the finding on which the decision is based. The arbitrator shall award only those remedies which are: authorized by law and requested by the parties and which the arbitrator determines to be supported by credible, relevant evidence.

g. Unless otherwise provided by law, the parties will be responsible for their own attorneys' fees and expenses. The costs of the arbitration, including the hourly fees of the arbitrator, shall be paid by the Employer.

7. By entering into this Agreement, the Parties acknowledge they are agreeing to waive rights they might otherwise have, including, but not limited to, the rights (a) to initiate representative actions, collective actions, and/or class actions, and (b) to participate in representative actions, collective actions, and/or class actions initiated by others.

8. The Parties acknowledge that the Employer is engaged in transactions involving interstate commerce and that the employment relationship between the Parties affects interstate commerce.

9. In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein. This Agreement is the complete agreement of the parties relating to the arbitration of disputes. This agreement supersedes all previous oral, written, or implied understanding about subject matter of this agreement. This agreement cannot be changed without the specific signed, written consent of both parties and shall remain in force should Employee's employment terminate. Notwithstanding any other provision of this agreement, to give maximum effect to this agreement, if necessary, the court or arbitrator shall reform the agreement to the extent necessary to comply with the applicable law.

10. Employee may withdraw his or her consent to this Agreement within thirty (30) days from the date on which he or she signs below by notifying Employer, in writing. This notification must be sent via US certified mail, return receipt to the attention of T. Ryan Sullivan at GBank, 9115 West Russell Road, Suite 110, Las Vegas, NV 89148. Employee will be reimbursed for the cost of such mailing upon presentation of a genuine receipt of cost of mailing.

11. Employee understands that if he or she signs the Agreement and does not withdraw his or her consent to this Agreement within thirty (30) days of signing it, he or she will be required to arbitrate, as explained above, employment-related claims that he or she may have against Employer.

NOTICE: BY SIGNING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES POLICY DECIDED BY BINDING ARBITRATION AS PROVIDED BY FEDERAL LAW AND THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW, THEY ARE GIVING UP THEIR RIGHTS TO JUDICIAL ADJUDICATION OF THEIR CLAIMS. THIS MUTUAL ARBITRATION OF DISPUTES AGREEMENT IS ENTERED INTO KNOWINGLY AND VOLUNTARY BY THE PARTIES HERETO. YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE SIGNING THIS DISPUTE RESOLUTION AGREEMENT.

EMPLOYEE HAS READ AND UNDERSTANDS THAT FINAL AND BINDING ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM OR DISPUTE AGAINST EMPLOYER
AND THAT, BY AGREEING TO USE ARBITRATION TO RESOLVE MY DISPUTE, BOTH EMPLOYER AND I AGREE TO FOREGO ANY RIGHT WE EACH MAY HAVE HAD TO A JURY TRIAL ON ISSUES COVERED BY THIS AGREEMENT, AND FOREGO ANY RIGHT TO BRING CLAIMS ON A REPRESENTATIVE OR A CLASS MEMBER BASIS.

EMPLOYEE AUTHORIZES AND AFFIRMATIVELY AGREES TO SUBMIT TO ARBITRATION ANY DISPUTE ARISING BETWEEN EMPLOYEE AND EMPLOYER.

Dated: July 21, 2023

EMPLOYER:

T. Ryan Sullivan
Print Name

T. Ryan Sullivan
Signature

President/CEO
Position

EMPLOYEE:

Tara Campbell
Print Name

Tara Campbell
Signature

EXHIBIT 10.14

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into as of the 1st day of January, 2023 (the "**Effective Date**") between **GBANK**, a Nevada corporation (hereinafter referred to as "**Employer**"), and **SHOUVIK RAY** (hereinafter referred to as "**Executive**").

WITNESSETH:

WHEREAS, Employer is desirous of continuing to employ Executive in the capacity hereinafter stated, and Executive is desirous of continuing in the employ of Employer in such capacity, for the period and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.**EMPLOYMENT**. Employer hereby employs Executive as its Executive Vice President and Chief Information & Technology Officer, and Executive hereby accepts the duties that are customarily performed by the Executive Vice President and Chief Information & Technology Officer of a state-chartered banking institution and accepts all other duties described herein, and agrees to discharge the same faithfully and to the best of his ability and consistent with past performances and the highest and best standards of the banking industry, in accordance with the policies of Employer's Board of Directors as established from time to time, and in compliance with all laws and Employer's Articles of Incorporation, Bylaws, Policies and Procedures. Executive shall devote his full business time and attention to the business and affairs of Employer for which he is employed and shall perform the duties thereof to the best of his ability. Except as permitted by the prior written consent of Employer's Board of Directors, Executive shall not directly or indirectly render any services of a business, commercial or professional nature to any other person, firm or corporation, whether for compensation or otherwise, which are in conflict with Employer's interests. Executive shall perform such other duties as shall be, from time to time, prescribed by Employer's Board of Directors, the Executive Chairman of Employer's Board of Directors, or the Employer's President/CEO.

Executive shall have such responsibilities and duties and such authority to transact business on behalf of Employer, as are customarily incident to the office of Executive Vice President and Chief Information & Technology Officer of a state-chartered banking institution.

2. TERM. Employer hereby employs Executive, and Executive hereby accepts employment with Employer, for the initial period of two (2) years (as the same may be extended, the "**Term**"), commencing as of the Effective Date, with such Term being subject to prior termination as hereinafter provided. Thereafter, the Term shall automatically extend for successive two (2) year periods unless and until (i) either party notifies the other party of its election not to extend the Term by written notice given at least one hundred eighty (180) days prior to the end of the then current Term, or (ii) Executive's employment hereunder is otherwise terminated as hereinafter provided.

3. COMPENSATION. In consideration for all services to be rendered by Executive to Employer, Employer agrees to pay Executive a base salary of not less than One Hundred and Ninety Thousand Dollars ($190,000.00) per year. Employer's Board of Directors and President/CEO shall conduct yearly performance reviews of Executive and, in their sole discretion, determine any increases in Executive's base salary. Employer shall deduct therefrom all taxes which may be required to be deducted or withheld under any provision of the law (including, but not limited to, social security payments and income tax withholding) now in effect or which may become effective anytime during the Term.

Executive shall be entitled to participate in any and all other employee benefits and plans that may be developed and adopted by Employer, in its sole discretion, and in which Executive is eligible to participate, including, but not limited to, any bonus/incentive compensation plan and/or any 401(k) plan of Employer in which Executive is eligible to participate.

4. EXPENSE REIMBURSEMENT. Employer further agrees to reimburse Executive for all reasonable expenses incurred by Executive on behalf of Employer in accordance with Employer's then current policies for the same, including entertainment, meal and travel expenses. Executive agrees to provide Employer with adequate records of all such expenses for which reimbursement is sought.

5. INSURANCE. Employer agrees to provide Executive with health insurance benefits that are now or may hereinafter be in effect for all other full-time employees of Employer, including, but not limited to, health, life, vision and dental insurance to the extent provided by Employer from time to time. Employer may also apply for a "keyman" life insurance policy on Executive with Employer as beneficiary of the policy.

6. PAID TIME OFF. Executive shall be entitled to up to two hundred forty (240) hours of paid time off ("**PTO**") annually per policy during the Term with at least one (1) week to be taken in a consecutive period during each calendar year. PTO shall be scheduled and taken in accordance with the policies adopted by Employer's Board of Directors from time to time. In no event shall Executive be permitted to carry more than an aggregate of two hundred forty (240) hours of PTO, and Executive will not be entitled to any additional pay as compensation in respect of any unused PTO in excess thereof. In addition to the PTO provided in this section, Executive is also entitled to paid leave pursuant to Employer's paid leave policy.

7. TERMINATION. Employer shall have the right to terminate Executive's employment hereunder for any of the following reasons:

(a) willful breach of, habitual neglect of, willful failure to perform, or inability to perform, Executive's duties or obligations as Executive Vice President or Chief Information & Technology Officer;

(b) illegal conduct, constituting a crime involving moral turpitude or a felony, or any conduct detrimental to the interests of Employer as determined by Employer's Board of Directors in its sole, but reasonable, discretion;

(c) fraud, theft, dishonesty or gross negligence in the performance of Executive's duties or obligations hereunder;

(d) the death of Executive;

(e) Executive becoming disabled in a manner or to the extent that Executive cannot perform the essential functions of his position with or without a reasonable accommodation; or

(f) without cause by Employer's Board of Directors in its sole and absolute discretion.

In the event Executive's employment hereunder is terminated for any of the reasons specified in any of subparagraphs (a) through (d) above, Executive will be paid only his unpaid salary earned as of the date of Executive's termination and unreimbursed expenses. Such termination pay shall be considered to be in full and complete satisfaction of any and all rights that Executive may enjoy under the terms of this Agreement other than rights, if any, to exercise any of the stock options vested prior to such termination. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination in compliance with all applicable laws.

In the event Executive's employment hereunder is terminated for any reason specified in paragraphs either (e) or (f) above during the Term (excluding any election by Employer not to extend the Term), Executive shall be entitled to termination pay in an amount equal to one (1) year of Executive's then base salary or the base salary in respect of the remaining portion of the original Term after such termination (the "Severance Payment"). In the event of any disability of Executive, the Employer will follow those policies and procedures for engaging in the interactive process with Executive as set forth in Employer's written policies and procedures applicable to all employees of Employer. The Severance Payment shall be paid in twelve (12) equal monthly installments, without interest, and shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement, other than rights, if any, to exercise any of the stock options vested prior to such termination, but excluding any Paid Time Off accrued in accordance with **Section 6** above, of which amounts (if applicable) will be paid in accordance with the then Approved PTO Policy of the Employer. All insurance and other benefits and allowances provided herein shall also be terminated as of the date of Executive's termination or, as defined in the Employer's policies, as of the next end of month immediately following termination. Following termination of insurance coverage, COBRA shall be offered to Executive consistent with Employer's policies in place at time of termination. In the event that Executive receives a Severance Payment as a result of the provisions of paragraphs (e) or (f), Executive agrees that he will sign an irrevocable general release as a condition of receipt of the Severance Payment in substantially the form attached hereto as Exhibit A (the "Release") which may be amended only to address intervening changes in the law, or by agreement of both parties.

8. ACQUISITION OR DISSOLUTION OF EMPLOYER. This Agreement shall not be terminated by the voluntary or involuntary dissolution of Employer. Notwithstanding the foregoing, in the event proceedings for liquidation of Employer are commenced by regulatory authorities, this Agreement and all rights and benefits hereunder shall terminate.

In the event of any merger or consolidation where Employer is not the surviving or resulting corporation, or upon transfer of all or substantially all of the stock or assets of Employer, and Executive is not retained by the surviving or resulting corporation in a position satisfactory to Executive, Executive shall be paid one (1) times Executive's then current annual base salary and have the right to exercise all outstanding stock options, whether or not vested, within ninety (90) days. For the avoidance of doubt, and for the purposes of calculating the payments to Executive under this section, cash bonuses and cash incentives shall not include any distributions made to Executive which were part of any deferred compensation plan. Cash payments shall be made in lump sum and payable to Executive under this section and shall be immediate at the closing of the subject merger or consolidation, given that written notice is provided by Executive that any position offered to Executive by surviving or resulting corporation is unsatisfactory and has been or will be refused. Such lump sum payment shall be considered to be in full and complete satisfaction of any and all rights which Executive may enjoy under the terms of this Agreement. However, Executive shall still be entitled to all rights under any other agreements Executive has with Employer, including stock option agreements. Executive agrees that in the event of termination of the Agreement for the reason(s) specified in this paragraph, Executive will sign the Release as a condition of receipt of the any such payments or rights contemplated by this paragraph.

Notwithstanding the foregoing, a merger or consolidation shall not include a bank holding company reorganization wherein the shareholders who control at least 80% of the shares of Employer prior to the reorganization will control at least 80% of the shares of the bank holding company in substantially the same proportion following the bank holding company reorganization. Furthermore, notwithstanding the foregoing, benefits shall not be payable under this **Section 8** to the extent the benefit would be an excess parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

9. EXECUTIVE COVENANTS.

(a) **Participation in a Competing Business**. Except as otherwise expressly provided in this **Section 9** below, while Executive is employed by Employer pursuant to this Agreement and for a period of one (1) year following separation of Executive under circumstances as outlined in **Section 8** or for any other reason (the "**Restricted Period**"), Executive will not become involved with a Competing Business (as defined below) or serve, directly or indirectly, a Competing Business in any manner, including, without limitation, as a shareholder, member, partner, director, officer, manager, investor, organizer, "founder," employee, consultant, or agent; provided, however, that Executive may acquire and passively own an interest not exceeding two percent (2%) of the total equity interest in any publicly traded entity (whether or not such entity is a Competing Business).

(b) **No Solicitation**. During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any employees of Employer to leave their employment.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any customers of Employer to remove their business from Employer, or to participate in any manner in a Competing Business. This prohibition shall not apply where the former customer(s) voluntarily choose to leave Employer and seek services from Executive.

During the Restricted Period, Executive will not directly or indirectly solicit or attempt to solicit any direct or indirect sources of referrals to Employer to cease to make or reduce their referrals of business to Employer.

Solicitation prohibited under this paragraph includes solicitation by any means, including, without limitation, meetings, letters and other mailings, electronic communications of any kind, and internet communications.

(c) **Employment Outside Clark County, Nevada**. Executive and Employer expressly acknowledge and agree that a central element of Executive's services to be rendered to Employer is to establish, increase and improve upon, and maintain Employer's local and national business activities. Executive further expressly acknowledges that Employer's SBA lending, prepaid card, and credit card activities and such of Executive are nationwide in scope and not limited to Clark County, Nevada or the State of Nevada. Accordingly, for the avoidance of doubt, the parties further acknowledge and agree this **Section 9** prohibits Executive during the Restricted Period from accepting employment or otherwise acting in any of the Prohibited Manners of Participation with a Competing Business, even outside of Clark County, Nevada.

(d) **Competing Business Defined**. As used herein, "**Competing Business**" means: (i) any federal or state charted bank, credit union, thrift or other institution authorized to accept deposit accounts that maintains an office in Clark County, Nevada or that has any representatives or agents charged with marketing to, furnishing services in, or otherwise doing business on its behalf in Clark County, Nevada; (ii) any SBA lender or other party that furnishes services to or for the benefit of any SBA lender in the markets in which Employer has established business interests, irrespective of whether or not such SBA lender or other such party is based in or does business in Clark County, Nevada or elsewhere in Nevada; or (iii) any other party that competes with Employer or that directly assists any party in competing with Employer and the Employer's national business lines, which shall include SBA lending, prepaid cards, and credit cards.

(e) **Non-Disparagement**. During Executive's employment with Employer, and for a period of two (2) years thereafter, Executive shall not make any remarks nor publish, or participate in the publication of, any statements, accounts or stories disparaging the conduct or character of Employer, or any of its subsidiaries or affiliates, or any of its or their managers, officers, directors, members, owners, agents, successors or assigns. Nothing herein shall be construed as prohibiting Executive from making any remarks or participating in the publication of any statements or accounts otherwise protected by law or which may be required by any laws, statutes or regulations governing the scope of Employer's activities and/or industry.

If Executive or his agents breach any portion in this paragraph, Executive acknowledges that it will be impracticable or extremely difficult to determine the damages suffered by Employer. It is, therefore, agreed that in the event of such a breach by Executive, then Executive shall pay Employer the sum of Five Thousand Dollars ($5,000.00) per breach as liquidated damages, in addition to any and all other rights or remedies available to Employer under applicable law.

(f) **Cooperation**. During Executive's employment with Employer, and following the termination of such employment, Executive agrees to cooperate with Employer in any litigation or administrative proceedings involving any matter in which Executive was involved during his employment with Employer. In the event that Executive bears certain costs in relation to cooperation under this section, all reasonable costs shall be reimbursed to Executive from Employer.

(g) **Fairness**. Executive further acknowledges and agrees that the obligations of Executive contained in this **Section 9** are fair, and do not unreasonably restrict Executive's future employment or business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

(h) **Survival**. This **Section 9** shall survive any termination of Executive's employment with Employer or this Agreement.

10. INDEMNIFICATION. To the extent permitted by law, Employer shall indemnify Executive if he was or is a party or is threatened to be made a party in any action brought by a third party against Executive (whether or not Employer is joined as a party defendant) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with said action if Executive acted in good faith and in a manner Executive reasonably believed to be in the best interest of Employer (and with respect to a criminal proceeding if Executive had no reasonable cause to believe his conduct was unlawful), provided that the alleged conduct of Executive arose out of and was within the course and scope of his employment as an officer or employee of Employer. Executive agrees that in the event that he is threatened to be made a party in any action or is named as a party in any action falling within the scope of this paragraph, Employer shall have the right to select and appoint counsel on Executive's behalf. Nothing herein shall be construed as in any way limiting or restricting Employer's ability to seek reimbursement for legal fees and costs incurred by Employer on Executive's behalf if Executive is found to have acted wrongfully or with gross negligence in the performance of his duties.

11. RETURN OF DOCUMENTS. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments and other materials used or developed by Executive during the Term are solely the property of Employer, and Executive has no right, title or interest therein. Upon termination of Executive's employment hereunder, Executive or Executive's representatives shall promptly deliver possession of all of said property to Employer in good condition.

12. NOTICES. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be validly given or made if (i) personally delivered, (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any such communication shall be addressed as follows:

To Employer:	GBank 9115 W. Russell Rd., Ste. 110 Las Vegas, NV 89148 Attention: T. Ryan Sullivan, President/CEO
To Executive:	Shouvik Ray 2040 Poinsettia Street San Ramon, CA 94582

Any party hereto may change its or his address for purposes of this **Section 12** by giving notice in accordance herewith, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

13. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Executive may not assign any of his duties or obligations hereunder.

14. CODE SECTION 409A; TAXATION. The compensation and benefits provided under this Agreement are intended to either comply with the applicable requirements of the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "**Code Section 409A**") or satisfy the requirements of an applicable exception thereto, and, notwithstanding anything herein to the contrary, this Agreement shall be construed and administered in accordance with such intent. In no event does Employer guarantee any particular tax consequences, outcome or tax liability to Executive. No provision of this Agreement shall be interpreted or construed to transfer any liability imposed on Executive under the Code, including any liability due to a failure to comply with the requirements of Code Section 409A, from Executive or any other individual to Employer or its subsidiaries, affiliates or successors. In the event Employer determines that any compensation or benefit payable hereunder may be subject to the requirements of Code Section 409A, Employer (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that Employer in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Code Section 409A or (b) comply with the applicable requirements of Code Section 409A. Each installment payment payable hereunder shall be deemed to be a separate payment for purposes of Code Section 409A. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of Employer, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. With respect to compensation and benefits that are subject to the requirements of Code Section 409A, in the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years. No compensation or benefit that is subject to the requirements of Code Section 409A and that is payable upon Executive's termination of employment shall be paid unless Executive's termination of employment constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).

15. APPLICABLE LAW. This Agreement is made and entered into in the State of Nevada, and the laws of said State shall govern the validity and interpretation hereof, and the performance of the parties hereto and their respective duties and obligations hereunder.

16. CAPTIONS AND PARAGRAPH HEADINGS. Captions and section and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

17. INVALID PROVISIONS. Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated; provided, however, that in lieu of such invalid, void or unenforceable provision, there shall be added to this Agreement a provision that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable provision as may be possible.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Employer, except to the extent that it is contemplated that Executive and Employer may enter into a stock option agreement and that the Board of Directors may specify additional conditions for such stock option grant as specified in any stock option agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by Employer and Executive.

19. CONFIDENTIALITY. Executive hereby agrees that any and all Proprietary Information and/or trade secrets, including, but not limited to, information concerning the Employer's products, data, documentation, services, processes, customers and prospects, which are disclosed to Executive or to which Executive has access, shall be the property of the Employer. Executive hereby agrees that any Proprietary Information or trade secrets shall be and shall remain the property of the Employer and that Executive shall not in any way reveal or disclose any Proprietary Information or trade secrets relating to the Employer's business endeavors except as specifically directed by the Employer. In addition, nothing in this Agreement shall be construed to convey to Executive any right title, interest, license or right to use the Proprietary Information or any other intellectual property, except as directed by the Employer. For purposes hereof, "**Proprietary Information**" means and includes the following: the identity of, and records, files and accounts of or concerning, customers or potential customers of Employer; any and all data or information involving the techniques, programs, methods or contacts employed by Employer in the conduct of its business; any lists, documents, manuals, records, forms or other materials used by Employer in the conduct of its business; and any other secret or confidential information concerning Employer's business or affairs. The terms "**list**", "**document**", or their equivalent, as used in this **Section 19**, are not limited to a physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of the "list" or "document", whether or not such compilation has been reduced to writing. Nothing in this **Section 19** shall prohibit Executive from releasing any Proprietary Information to Executive's legal counsel or financial advisors, provided that Executive obtains reasonable assurances that such advisors shall not disclose such Proprietary Information. Additionally, it shall not be a breach of this **Section 19** if a disclosure of Proprietary Information is made pursuant to a court order, a valid administrative agency subpoena or a lawful request for information by an administrative agency. Executive shall give Employer prompt notice of any such court order, subpoena or request for information. This **Section 19** shall survive any termination of Executive's employment with Employer or this Agreement.

20. ARBITRATION AND EQUITABLE REMEDIES. Except as otherwise provided below in this **Section 20**, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be addressed pursuant to a separate confidential arbitration agreement to be entered into by the parties, attached hereto and executed concurrently with this Agreement, and that the arbitration described in such separate arbitration agreement shall be the sole and exclusive venue in which any such claims or disputes may be brought to the fullest extent permitted by law. Employer and Executive agree that this provision is material to the Agreement, and that Executive's act of opting-out of the arbitration agreement would constitute Executive's revocation of this Agreement and likewise relieve Employer of its obligations under this Agreement.

Notwithstanding the foregoing, Executive acknowledges and agrees that if Executive commits a breach of **Section 9** or **Section 19**, Employer shall have the right to have such obligations of Executive specifically enforced by any court having appropriate jurisdiction on the grounds that any such breach will cause irreparable injury to Employer, and that money damages will not provide an adequate remedy to Employer. Such remedy shall be in addition to, and not exclusive of, any other remedies available to Employer at law or in equity, all of which remedies shall be cumulative and not mutually exclusive.

21. LEGAL COSTS. If either Executive or Employer commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER

GBANK
a Nevada corporation

By: /s/ Edward M. Nigro
Edward M. Nigro, Executive Chairman

By: /s/ T. Ryan Sullivan
T. Ryan Sullivan, President/CEO

EXECUTIVE

/s/ Shouvik Ray
Shouvik Ray

Exhibit A: Form of Release

This release ("Release") is entered into by Shouvik Ray ("Executive") in favor of the Releasees (as defined below) as of the date signed by Executive below.

1. Employment Agreement. Reference is hereby made to the Employment Agreement, dated January 1, 2023 (the "Employment Agreement") setting forth the agreement between Executive and GBank ("Company") regarding the termination of the employment relationship between the parties thereto and the Severance Payment to be provided to Executive under the Employment Agreement. (Capitalized terms used but not defined herein have the meanings ascribed to them in the Employment Agreement.)

2. Release.

(a) Executive, for herself and his spouse, heirs, executors, administrators, insurers, transferees, representatives, successors, and assigns (collectively, the "Executive Releasors") hereby releases and discharges Company and its direct and indirect parents, subsidiaries, predecessors, successors, assigns, divisions, and other affiliated or related companies, and each of their respective past and present officers, directors, managers, agents, employees, members, equityholders, shareholders, investors, advisors, financing sources, insurers, representatives, assigns, principals and counsel, expressly including GBank Financial Holdings Inc. (the "Releasees"), from any and all actions, causes of action, claims, demands, grievances, and complaints, whether known or unknown, that the Executive Releasors ever had or may have at any time through the Effective Date (as defined below). Executive acknowledges and agrees that this Release is intended to and does cover, but is not limited to: (i) any claim of employment discrimination of any kind, whether based on a federal, state, or local Constitution, statute, regulation or court decision, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Civil Rights Acts of 1866, 1871, and 1991, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the Labor Management Relations Act, including Section 301 of the LMRA, the National Labor Relations Act, the Nevada Equal Opportunities for Employment Law, the Nevada Equal Pay Law, the Nevada Wage Payment and Work Hour Law, the Nevada Occupational Safety & Health Act, and the Nevada School Visitation Law, and all claims arising under the Sarbanes-Oxley Act of 2002 (Public Law 107-204), including whistleblowing claims under 18 U.S.C. §§ 1513(e) and 1514A; and (ii) any claim, whether statutory, common law, or otherwise, arising out of the terms or conditions of Executive's employment with and/or Executive's separation from Company including, but not limited to, any claims in the nature of tort or implied or express contract, retaliation, harassment and discrimination, wrongful discharge, promissory estoppel, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, libel, slander, defamation, unpaid wages, bonuses, commissions, expense reimbursement, severance, deferred compensation, expense reimbursement or other compensation, for stock options, profit-sharing, equity and related interests, claims arising from or related to tax, penalty, or interest expenses imposed on Executive under the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation taxes imposed pursuant to Code Section 409A, and/or arising out of any and all employee handbooks, policy and procedure manuals, and other policies and practices of Company, claims related to any tangible or intangible property of Executive's that remains with Company, claims for any loss, cost, damage, or expense arising out of any dispute over the tax treatment of any of the compensation received by Executive at any time, and any and all claims for attorneys' fees and costs. The listing of specific rights, claims, and causes of action being released is by way of example only and does not limit the general scope of this Release.

(b) Executive intends that, by this Release, Executive is giving up all rights, claims and causes of action occurring prior to the Effective Date (as defined below), whether or not any damage or injury therefrom has yet occurred. Executive acknowledges that there is a risk that after execution of this Release, he will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with Executive's employment with and/or separation from Company, but that is unknown or unanticipated at the time of the execution of this Release. Executive expressly accepts the risk of loss with respect to both undiscovered claims and with respect to claims for any harm suffered after the execution of this Release arising out of conduct, statements, performance or decisions occurring before the Effective Date. Executive stipulates that this Release will and does apply to all unknown or unanticipated results of any and all matters caused by or connected with Executive's employment with and/or separation from Company, as well as those claims currently known or anticipated. However, this Release does not apply to any rights or claims that may arise out of acts or events that occur after the Effective Date, claims that may not legally be released, or claims to vested benefits, such as health insurance claims and 401k accounts.

(c) Executive further acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date. Executive has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which he was otherwise entitled. Executive has been advised that he may consult with the attorney of his choosing concerning this Release prior to executing it, and he has done so.

3. Enforceability of Release; Effective Date. Executive understands and acknowledges that this Release includes a release of claims under the Age Discrimination in Employment Act (the "ADEA"), and understands that one-fourth of the Severance Payment is attributable to this ADEA portion of the Release (the "ADEA Release"). Executive acknowledges that he has been advised to consult with an attorney before signing this Release. Executive further acknowledges the adequacy and sufficiency of the Severance Payment for the promises set forth in this Release, and acknowledges that, in the absence of this Release, Company is not otherwise obligated to pay such sums. Executive further acknowledges that he has been offered at least twenty-one (21) days to consider this Release, that Executive has read the Employment Agreement and this Release and understands their terms and significance, and that Executive has executed this Release with full knowledge of its effect, after having carefully read and considered all terms of this Release and, if Executive has chosen to consult with an attorney, that attorney has fully explained all terms and their significance to Executive. Executive certifies his understanding that Executive may revoke the ADEA Release, as it applies to her, within seven (7) days following execution of this Release, and that this ADEA Release only will not become effective or enforceable until that revocation period has expired, although the remainder of the Release will be effective upon Executive signing the Release. Any revocation should be sent, in writing, to the Executive Chairman of the Board of Directors of Company at the notice address designated in the Employment Agreement. Executive also understands that, should he revoke the ADEA Release within the seven-(7-) day period, the ADEA Release, as it applies to her, would be voided and the Severance Payment attributable to this ADEA Release would not be paid or owed to Executive. This Release will be effective as of the eighth day following its execution by Executive (the "Effective Date"). Executive understands that nothing in this Release affects his ability to test the knowing and voluntary nature of this ADEA Release.

4. Responsibility for Taxes. Executive acknowledges and agrees that Executive is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which at any time may be found to be due on or as a result of the payment made to Executive as consideration for this Release. Executive agrees to indemnify, defend, and hold harmless the Releasees and each of them from or against any claim or liability for any such taxes and related penalties and/or interest, in the event such taxes, penalties and/or interest are assessed by the United States Internal Revenue Service or any other taxing authority. Executive expressly acknowledges that neither Company nor its counsel has made any representations to Executive regarding the tax consequences of any consideration Executive may receive pursuant to this Release and the Employment Agreement.

5. Transition Assistance. For a period of up to twelve (12) months after termination, Executive will use his best efforts to assist in the professional, competent and orderly transition of Executive's former responsibilities to the individual(s) designated by Company. If and when called upon by Company, Executive will make herself reasonably available in person, telephonically, and/or via electronic mail as often as necessary, and will diligently respond to inquiries as soon as reasonably possible. Executive will receive no additional compensation for this cooperation, but will be reimbursed for reasonable expenses (such as telephone and facsimile charges) incurred in connection with the transitioning of these duties. Nothing set forth in this Section or elsewhere is intended to, or does, create or continue any employment, contractor or agent relationship between Executive and Company.

6. Disclosure Obligation. By signing below, Executive represents that Executive has no knowledge or suspicion of any wrongdoing involving improper or false claims with respect to a federal or state governmental agency, or any customer, or any other wrongdoing that involves Executive, Company, or any present or former employee(s), contractors or agents. Executive agrees promptly to contact Company if he learns of or suspects any such wrongdoing in the future.

7. Cooperation. Executive agrees to fully cooperate in the investigation by Company of any issues, and the defense of any claims by, against or otherwise involving Company that might arise that could involve Executive or information within Executive's knowledge as a further condition to receiving the Severance Payment, regardless of whether Executive personally is named in the action. For such cooperation, Company agrees to pay Executive at the rate of **$150** per hour, in addition to reimbursement for reasonable costs incurred.

8. No Pending or Future Lawsuits. Executive represents that there are no lawsuits, claims or actions pending in Executive's name, or brought by Executive on behalf of any other person or entity, against any of the Releasees. Executive also represents that Executive does not intend to bring any claims on his own behalf, or on behalf of any other person or entity, against any of the Releasees. Nothing herein is intended to contravene any law that may permit Executive to file claims and/or cooperate with government agency(ies); however, Executive may not receive any individual compensation as a result of claims brought through or by any such agency.

9. Future Affiliation. Executive agrees that, as a condition of receiving the Severance Payment, Executive will not apply for or seek employment, engagement or reinstatement with Company and its affiliated entities or their successors or assigns at any point in the future, and expressly and forever releases and discharges these entities from any obligation to employ or engage Executive in any capacity. Executive represents and warrants that he has not knowingly accepted, applied for or sought work or employment with any of these entities, and further agrees that if Executive does seek to become affiliated or employed with any such entity, this Release constitutes just and proper cause to deny Executive such affiliation or employment or to immediately terminate such work or employment. This provision may be waived in writing by Company and/or its successors or assigns.

10. Not Admissible. This Release will not be admissible in any proceeding, provided that nothing in this Release will prevent Executive or Company from asserting or pursuing any claim to enforce the terms of this Release or using this Release to defend against claims by the other party.

11. Continuing Obligations. Executive acknowledges and agrees to abide by his continuing obligations under the Employment Agreement following the date hereof.

12. Payment Conditioned upon Compliance. Executive understands that his entitlement to the Severance Payment and any part thereof is contingent upon Executive being in full compliance with this Release and the continuing obligations under the Employment Agreement and any other agreements with Company. Company will have the right to refrain from providing further Severance Payment, and to recoup any Severance Payment already provided to Executive, in the event that Executive breaches his obligations in any material respect, in addition to any other remedies available to Company in law or in equity.

13. Assignment. Executive's continuing obligations under this Release may not be assigned by Executive without the prior written consent of Company, and any purported transfer or assignment will be void. Company may assign its rights and duties thereunder. This Release will inure to the benefit of Company and its successors and assigns (whether by operation of law, merger, change of control or otherwise).

14. Modification and Severability. In the event that any provision of this Release becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, such provision will be modified to render it enforceable to the fullest extent permitted by law. If the provision cannot be modified, this Release will continue in full force and effect without said provision, so long as the remaining provisions remain intelligible and continue to reflect the original intent of the parties.

15. Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Release may be amended and the observation of any provision hereof may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of Company. The failure of Company to insist upon the performance of any of the terms and conditions in this Release, or the failure to prosecute any breach of any of the terms and conditions of this Release, will not be construed thereafter as a waiver of any such terms or conditions.

16. Governing Law; Jurisdiction; Prevailing Party Fees. This Release will be deemed to have been executed and delivered within the State of Nevada, and it will be construed, interpreted, governed and enforced in accordance with the substantive laws of, the State of Nevada, without regard to conflict of law principles. Executive hereby consents to personal and exclusive jurisdiction and venue in the state and federal courts of the State of Nevada. The substantially prevailing party in any action under this Release will be entitled to recover its, his costs and reasonable attorneys' fees.

17. Signatures. A facsimile, pdf, DocuSigned or other electronic signature will have the same force and effect as an original.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, AND HAS HAD AN OPPORTUNITY TO DO SO, AND THAT EXECUTIVE UNDERSTANDS ALL OF ITS TERMS AND EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND THE CONSEQUENCES THEREOF.

Date: 12/28/2022

Shouvik Ray

Shouvik Ray

MUTUAL ARBITRATION OF DISPUTES AGREEMENT

This Mutual Agreement to Arbitrate Claims ("Agreement") is entered into by and between GBANK ("Employer") and SHOUVIK RAY ("Employee"), effective on the date executed below.

1. Employee and Employer mutually agree that any controversy, claim, dispute, or employment dispute arising out of Employee's employment or its termination, whether based on contract, statute or common law, between or among Employee and Employer, including Employer's agents, officers, directors, and/or shareholders, shall be determined by arbitration, except disputes or claims mentioned in paragraph 3 below and those for injunctive relief. Nothing in this Agreement is in any way intended or should be construed to change otherwise existing employment relationship between Employee and Employer.

2. This Agreement shall apply to all claims or controversies arising out of Employee's employment or its termination (collectively, the "Claims") that either party may have against the other, including Employer's parent, subsidiaries, or affiliates or any of their officers, directors, shareholders, representatives, attorneys, agents, or assigns in their capacity as such or otherwise. The Claims covered by this provision include, without limitation, claims arising out of contract law (which includes, but is not limited to, any claims for breach of contract -- employment or otherwise and breach of fiduciary duty), tort law (which includes, but is not limited to, any claims for intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, tortious interference with contract, tortious interference with business relations, disparagement of business reputation), common law, wrongful discharge law (which includes, but is not limited to, any claims for wrongful discharge or termination, constructive discharge, retaliatory discharge), privacy rights, statutory protections, constitutional protections, wage and hour law, conspiracy, fraud, negligent misrepresentation, Nevada Revised Statutes protections (which includes, but is not limited to, any claims for unpaid salary, severance, accrued vacation or sick pay, bonuses or any other type of compensation), any state discrimination law, any claims within any division of the Nevada Department of Industrial Relations, any claim, demand or cause of action arising under any provision of the Nevada Revised Statutes or the Nevada Administrative Code, the federal Family and Medical Leave Act, the federal Civil Rights Acts of 1964 and 1991, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, claims for benefits (except when a benefit or pension plan specifies that its claims procedures shall culminate in an arbitration procedure different from this one), claims based on a violation of public policy, claims for violations of common law, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

3. The only disputes or claims that are not subject to this Mutual Arbitration of Disputes Agreement are: a) any claim by Employee for workers' compensation or state unemployment benefits; b) disputes arbitrable under a collective bargaining agreement or covered by the National Labor Relations Act; c) any claim by Employee for benefits under an Employer plan, which provides for its own arbitration procedure; and d) any claim for injunctive relief by Employer or Employee. Each party has the right to go to court to seek an injunction or similar equitable relief.

4. The Parties understand that, by this Agreement, they are waiving their rights to have a Claim adjudicated by a court or jury.

5. The Parties understand and agree that, by this Agreement and to the extent permissible by law, they are waiving any right to join or consolidate claims in arbitration or in any court with others or to make claims in arbitration or in any court as a representative or as a member of a class, unless such procedures are agreed to by both Parties. Should this provision be held to be unenforceable for any reason, Employee and Employer agree that any consolidated action shall proceed via arbitration. Any determination that this provision is unenforceable shall in no way act to invalidate the remainder of this Agreement, and will apply solely to that dispute pursuant to which a determination of unenforceability is rendered.

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6. This arbitration provision shall provide the exclusive remedy and each party expressly waives any right he, she or it might have to seek redress in any other forum, except as otherwise specified herein. The arbitration shall be conducted as follows:

a. The arbitration shall be conducted in a location convenient to the Employee and the Employer and in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. Any decision or award or order of the arbitrator shall be final and binding between the parties as to all claims which were or could have been raised in connection with the dispute to the fullest extent permitted by law, except for any review allowed under the Federal Arbitration Act (9 U.S.C. § 10). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

b. The American Arbitration Association Rules can be found at www.adr.org. In addition, you may request a copy from your supervisor or any member of management.

c. There shall be a single neutral arbitrator, who is selected in accordance with the Rules and who is licensed to practice law in Nevada. The arbitrator shall apply the substantive law of Nevada, or federal law, or both, as applicable to the Claim asserted. Each party shall have the right to take written discovery and depositions as well as to subpoena witnesses and documents for discovery and for arbitration, as allowed under the Employment Dispute Resolution Rules of the American Arbitration Association then in effect.

d. The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a large group who claim to share a common interest seek relief on behalf of the group).

e. The arbitrator shall have the exclusive authority to resolve any dispute relating to the formation, interpretation, applicability, or enforceability of this Agreement, including, without limitation, any Claim that all or any part of this Agreement is void or voidable. The arbitrator's decision shall be a reasoned decision in writing, revealing the essential findings and conclusions forming the basis of the award.

f. The arbitrator shall issue a signed and dated written opinion that shall decide all issues submitted and shall state the finding on which the decision is based. The arbitrator shall award only those remedies which are: authorized by law and requested by the parties and which the arbitrator determines to be supported by credible, relevant evidence.

g. Unless otherwise provided by law, the parties will be responsible for their own attorneys' fees and expenses. The costs of the arbitration, including the hourly fees of the arbitrator, shall be paid by the Employer.

7. By entering into this Agreement, the Parties acknowledge they are agreeing to waive rights they might otherwise have, including, but not limited to, the rights (a) to initiate representative actions, collective actions, and/or class actions, and (b) to participate in representative actions, collective actions, and/or class actions initiated by others.

8. The Parties acknowledge that the Employer is engaged in transactions involving interstate commerce and that the employment relationship between the Parties affects interstate commerce.

9. In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein. This Agreement is the complete agreement of the parties relating to the arbitration of disputes. This agreement supersedes all previous oral, written or implied understanding about subject matter of this agreement. This agreement cannot be changed without the specific signed, written consent of both parties and shall remain in force should Employee's employment terminate. Notwithstanding any other provision of this agreement, to give maximum effect to this agreement, if necessary, the court or arbitrator shall reform the agreement to the extent necessary to comply with the applicable law.

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10. Employee may withdraw his or her consent to this Agreement within thirty (30) days from the date on which he or she signs below by notifying Employer, in writing. This notification must be sent via US certified mail, return receipt to the attention of T. Ryan Sullivan at GBank, 9115 West Russell Road, Suite 110, Las Vegas, NV 89148. Employee will be reimbursed for the cost of such mailing upon presentation of a genuine receipt of cost of mailing.

11. Employee understands that if he or she signs the Agreement and does not withdraw his or her consent to this Agreement within thirty (30) days of signing it, he or she will be required to arbitrate, as explained above, employment-related claims that he or she may have against Employer.

NOTICE: BY SIGNING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES POLICY DECIDED BY BINDING ARBITRATION AS PROVIDED BY FEDERAL LAW AND THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW, THEY ARE GIVING UP THEIR RIGHTS TO JUDICIAL ADJUDICATION OF THEIR CLAIMS. THIS MUTUAL ARBITRATION OF DISPUTES AGREEMENT IS ENTERED INTO KNOWINGLY AND VOLUNTARY BY THE PARTIES HERETO. YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE SIGNING THIS DISPUTE RESOLUTION AGREEMENT.

EMPLOYEE HAS READ AND UNDERSTANDS THAT FINAL AND BINDING ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM OR DISPUTE AGAINST EMPLOYER AND THAT, BY AGREEING TO USE ARBITRATION TO RESOLVE MY DISPUTE, BOTH EMPLOYER AND I AGREE TO FOREGO ANY RIGHT WE EACH MAY HAVE HAD TO A JURY TRIAL ON ISSUES COVERED BY THIS AGREEMENT, AND FOREGO ANY RIGHT TO BRING CLAIMS ON A REPRESENTATIVE OR A CLASS MEMBER BASIS.

EMPLOYEE AUTHORIZES AND AFFIRMATIVELY AGREES TO SUBMIT TO ARBITRATION ANY DISPUTE ARISING BETWEEN EMPLOYEE AND EMPLOYER.

Dated: January 1, 2023

EMPLOYER:	**EMPLOYEE:**
T. Ryan Sullivan	Shouvik Ray
Print Name	Print Name
Ryan Sullivan	Shouvik Ray
Signature	Signature
President/CEO	
Position	

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GBank Financial Holdings Inc.	**Policy:** **Code of Ethics Policy** **Date:** **April 30, 2024**

1. **PURPOSE AND CONTENTS**

General

This section outlines the Bank Holding Company's Code of Ethics Policy**.** GBank Financial Holdings Inc. (the "Bank Holding Company") is committed to assisting all in determining what appropriate personal and professional ethics is and reaffirms the Bank Holding Company's policies of ethical conduct which is in compliance with all state and federal laws. This policy applies to all directors, officers and employees (referenced throughout this policy as "individuals of the Bank Holding Company") of the Bank Holding Company.

Topics covered in this policy are:

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Effective Date

All employees of the Bank Holding Company must comply with the terms of this policy immediately. Departments must modify systems, processes and procedures, if necessary, to comply with the terms of this policy immediately.

2. **GENERAL POLICIES**

General

All directors, officers and employees of the Bank Holding Company have certain responsibilities that directly and indirectly reflect upon the reputation and successful business operation of the Bank Holding Company. The most important personal aspect of the Bank Holding Company is the trust and confidence of its customers and shareholders. With this same basic principal in mind, all individuals of the Bank Holding Company must ensure that honesty and integrity are among the Bank Holding Company's highest priorities.

The Bank Holding Company recognizes that this policy may not cover every ethical issue that may arise. It is intended to establish basic principles to guide individuals of the Bank Holding Company (each of whom must read, understand and adhere to its directives), and conduct themselves accordingly to avoid any appearance of impropriety. In the event a law conflicts with this policy, the law takes precedence. However, if a local custom or policy conflicts with this policy, this policy takes precedence.

The following sections in this policy are to assist all individuals of the Bank Holding Company in determining what is appropriate personal and professional ethics and reaffirms the Bank Holding Company's policies of ethical conduct. The foundation of the Bank Holding Company's code of ethics consists of basic standards of business, as well as personal conduct that demonstrate the following:

1. Honesty and candor in Bank Holding Company activities, including complying with our core values, as well as all legal requirements.
2. Integrity of personal and profession business practices to create opportunities through the use of corporate assets in the Bank Holding Company's name.
3. Treating one another with respect, dignity and in a professional and business-like manner in order to value the diversity of the Bank Holding Company's workforce, customers and communities in which it serves.
4. Accepting accountability for ethical decisions and actions and reporting concerns or observed violations.
5. Compliance with the Gramm-Leach-Bliley Act (GLBA) of 1999 which requires the Bank Holding Company to have administrative, technical and physical safeguards for sensitive customer information against unauthorized access, modification, destruction or disclosure.
6. Records and accounting information must be accurate and maintained by the Bank Holding Company with reliability, integrity and be reflected in a timely manner.
7. Compliance with all internal control procedures established by the Bank Holding Company for the safeguarding of assets and proper reporting and disclosure of financial information.
8. Respond honestly and candidly when dealing with the Bank Holding Company's independent and internal auditors, regulators and legal counsel.
9. Avoidance of conflicts between personal interests and the interests of the Bank Holding Company, self-dealing, or even the appearance of such conflicts in addition to adherence to the Federal Bank Bribery law.
10. Compliance with laws and regulations.
11. Conduct pre-employment and contractor background screening as a risk focused approach based upon the position and responsibilities.
12. Monitor internal controls against self-serving practices and conflicts of interest to identify operational weaknesses and to ensure corrective action and compliance with laws, regulations and internal policies.
13. Maintain a "Whistleblower Policy" for employees, suppliers, third party service providers and customers to report questionable activity.
14. Monitor compliance with this and other related policies, including the provision that any violators are subject to specific and appropriate actions to deter wrongdoing and promote accountability.
15. Conduct periodic training of the directives of this policy to ensure information is relayed to all Bank Holding Company staff.
16. Maintenance of this policy to encompass new business activities.

At the Bank Holding Company's discretion and judgment, the Bank Holding Company may revise, withdraw or add any rules, policies, or procedures at any time in order to maintain safe and efficient operation of the Bank Holding Company. Officers and employees should be aware that a violation of rules, policies, or procedures provides a basis for disciplinary action which may include termination.

In all situations, including those where there are no applicable legal principals or the law is unclear or in conflict, all individuals of the Bank Holding Company are expected to conduct themselves in such a manner that can be supported by the Bank Holding Company, and to exercise good judgment in the discharge of their responsibilities.

Employer Responsibility

The Bank Holding Company pledges all employees fair treatment, career opportunities, and good working conditions, including pay and benefits. In return, it expects from all employees conscientious and professional work, high ethical standards, and observance of such special restrictions as may be required because of the fiduciary nature of an activity. Specifically, the Bank Holding Company, as an employer:

1. Seeks to promote equality of employment and career advancement, opportunity, and to eliminate influences of bias based on any legally-recognized basis, including, but not limited to: veteran status, uniformed service member status, race, (including traits historically associated with race, such as hair texture and protective hairstyles), color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law.
2. Maintains ongoing affirmative action programs and expects supervisors and other employees to comply fully with these programs.
3. Makes demonstrated ability and qualifications the primary basis of selection and promotion.
4. Recognizes that the dignity and individuality of each employee is entitled to respect by other employees.
5. Provides appropriate training, educational and other opportunities for employees and encourages them to develop their skillset.
6. Attempts to make the best use of each employee's abilities when assigning duties, giving consideration to employee satisfaction and morale, as well as to efficiency and cost.
7. Encourages timely, candid and relevant exchange of information and an open minded attitude to provide a free and open channel of communication, assures fair and equitable treatment of all employees, and creates an atmosphere of understanding, cooperation and mutual trust.
8. Safeguards the privacy of its employees and confidentiality of employee records by:
    A. Advising employees of all files maintained on them;
    B. Relating the purpose for which the data contained in the files is collected, and only those authorized to use a file may do so;
    C. Not disclosing or using information contained in a file for other than legitimate Bank Holding Company purposes without the permission of the employee;
    D. Maintaining current and correct data in employee files; and
    E. Offering inspection or correction of information in an employee's file excluding confidential letters of recommendation, material relating to other employees, and audit material.

Code of Ethics Administration

The Board of Directors' Audit Committee is responsible for originating, implementing and enforcing this policy for executive officers and directors. The Executive Management is responsible for the operational administration of the directives of this policy for officers and employees of the Bank Holding Company. The Audit Committee and Executive Management (as the case may be) is responsible for conducting policy related training, maintaining all policy related records, and investigating and resolving all policy related matters. Policy related matters are any questions regarding the scope of this policy or compliance herewith, including any violations or alleged violations of any provision of the policy.

All individuals of the Bank Holding Company are required to make reports of any policy related matter to the Chairman of the Board or the Chairman of the Audit Committee.

It is the responsibility of the Executive Management and any corporate official to promptly review all reports of policy related matters. This action shall include conferring with the appropriate officers of the Bank Holding Company or corporation to determine if the requested transaction or other matter complies with all applicable laws, regulations and policies. If deemed necessary, the advice of the Bank Holding Company's legal counsel may be sought in making any determination. In any respect, Executive Management or corporate official is to promptly advise the person making the report as to the determination of the issue.

It is the responsibility of Executive Management or corporate official to promptly investigate all violations or alleged violations of any provision of this policy, including concerns regarding internal accounting controls, questionable accounting or auditing matters. When appropriate, Executive Management or corporate official is to promptly report any policy violation to the Audit Committee and/or the Chairman of the Board, with recommendations for resolution, in accordance with the investigation and referral procedures. Such resolution may involve disciplinary actions or other sanctions, including termination of employment, and the Bank Holding Company will take all reasonable steps to respond to any offense and prevent its recurrence.

Refer to the **Whistleblower Policy** topic of this policy for detailed guidance.

Employee and Contractor Background Check Requirements

The Bank Holding Company has implemented an effective criminal pre-employment background check program to provide the Bank Holding Company with a degree of certainty that the information provided by applicants is true and correct. The Bank Holding Company's screening process is designed to:

1. Reduce turnover by verifying that a potential employee has the requisite skills, certification, license or degree for the position;
2. Deter theft and embezzlement; and
3. Prevent litigation over hiring practices.

In addition, the Bank Holding Company requires employment contractors to be subject to screening procedures similar to those used for potential employees.

Use of Company Assets and Expenses

All individuals of the Bank Holding Company are required to protect the Bank Holding Company's assets, ensuring they are used efficiently and only for legitimate business purposes. Theft, carelessness, and waste have a direct impact on the Bank Holding Company's profitability. Any suspected incident of fraud or theft is to be immediately reported for investigation. Such assets include, but are not limited to, capital, facilities, equipment, proprietary information, technology, business plans, ideas for new products and services, trade secrets, inventions, copyrightable materials and customer lists.

1. Bank Holding Company Funds. Individuals of the Bank Holding Company entrusted with Bank Holding Company funds are personally responsible for the handling of those funds.
2. Physical Assets. Individuals of the Bank Holding Company entrusted with use of the Bank Holding Company's physical assets (such as computer equipment, corporate credit cards, telephones and office supplies) must protect them from loss, damage, misuse or theft. These assets are to be used only to conduct Bank Holding Company business and for purposes authorized by management.
3. Information Technology. The Bank Holding Company's information systems, such as Internet access, e-mail and software programs are vital to conducting business and accordingly are to be used only for business purposes. Using the Internet for non-business purposes is inappropriate, including sites that provide inappropriate, hate or adult content, of which are strictly prohibited. All data stored in the computer system, such as data files or word processing documents, is to be treated as proprietary information.
4. Expenses. All individuals of the Bank Holding Company are expected to report all business related expenses, purchases and travel accurately and honestly. All expenditures must be ordinary and necessary to accomplish expected business purposes and must include required approvals and be in accordance with existing expense policies.
5. Proprietary Information. The obligation of individuals of the Bank Holding Company to protect the Bank Holding Company's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and product ideas, designs, databases, records, customer lists, customer trade data, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Bank Holding Company policy, and may be illegal and result in civil or even criminal penalties.

Purchase of Assets from the Bank Holding Company

Individuals of the Bank Holding Company are eligible to bid on miscellaneous items (e.g., computer equipment, furniture, fixtures, etc.), repossessed and foreclosed properties, or any other properties as described owned by the Bank Holding Company when such items are available for sale. Bids will be based on the guidelines enforced by the Bank Holding Company.

Discrimination and Anti-Harassment Policy

It is the objective of the Bank Holding Company to ensure that all individuals of the Bank Holding Company work in an environment free from all forms of discrimination and harassment. It is the policy of the Bank Holding Company to prohibit the act of discrimination or harassment.

Health and Safety

The Bank Holding Company strives to provide individuals of the Bank Holding Company with a safe and healthful work environment. All individuals of the Bank Holding Company have a responsibility for maintaining a safe and healthy workplace for everyone by following safety and health rules set by state and federal health and safety agencies and reporting accidents, injuries and unsafe equipment.

Enforcement

Changes to this policy require approval by the Board of Directors of the Bank Holding Company. Changes in operating procedures, standards, guidelines and technologies, provided they are consistent with this policy, may be authorized by Executive Management.

The Board of Directors has the authority to approve this policy, and annually approves the merit thereafter. Executive Management is responsible for ensuring the directives are implemented and administered in compliance with the approved policy.

The primary responsibility for enforcement of this policy and its operating procedures rests with Executive Management and the individuals of the Holding Company.

No part of this policy or its supporting operating procedures should be interpreted as contravening or superseding any other legal and regulatory requirements placed upon the Bank Holding Company. Protective measures should not impede other legally mandated processes such as records retention or subpoenas. Any conflicts should be submitted immediately to Executive Management for further evaluation and/or subsequent submission to the Bank Holding Company's legal counsel.

Exceptions to Policy

Requests for exceptions to this policy must be very specific and may only be granted on specific items, rather than to entire sections. Individuals of the Bank Holding Company requesting exceptions are to communicate their requests by submitting an internal memorandum for consideration by Executive Management.

Any waiver of this Code for or changes to this policy that apply to executive officers, including principal officers, or directors may be made only by the Board of Directors and will be promptly disclosed to the Bank Holding Company's shareholders and otherwise as required by law, regulation or rule of the SEC or of the New York Stock Exchange.

3. RESPONSIBILITY AS AN INVESTOR OWNED CORPORATION

Introduction

The Board of Directors is responsible for the governance of the corporation and the Bank Holding Company, respectively, and for the determination of corporate policy. A fundamental objective of this policy is to assure that the entire organization remains responsive to the community it serves and is legally and ethically bound to operate in a safe and sound manner. As such, directors and officers of the corporation and the Bank Holding Company have a fiduciary responsibility to ensure that the corporation and the Bank Holding Company operate in a safe and sound manner and to avoid unsafe and unsound practices.

Day-to-day management authority is delegated to Executive Management. These factions, in turn, may further delegate both authority and accountability through an organizational structure which specifies clear reporting relationships, authority levels, and decision making procedures. This managerial structure provides an essential system of accountability and responsibility.

The Board of Directors is responsible for overseeing management plans, reviewing management performance, and when necessary, to resolve conflicting interests. The following guidelines covering the Board of Directors and its members are intended to aid with compliance obligations.

Corporate Governance Guidelines

1. Ensure that the Board of Directors carries out its counseling and oversight functions objectivity.
2. The Bank Holding Company will seek to attract and retain as directors outstanding individual who play important roles in the development of sound corporate policy, including anticipation of the impact of those policies upon the Bank Holding Company's clients.
3. Nomination committee selection of candidates to the Board of Directors to further assure independent and objective supervision of the operations of the corporation and the Bank Holding Company.
4. Directors must discharge their duties in the best interest of all shareholders and other clients and without influence of conflicting obligations and loyalties.
5. Each director must devote adequate time to carry out the expanding number of duties required by law and the complexities of modern business. Each director must assume those responsibilities with full recognition of the time and attention necessary to represent the shareholders, to weigh the consequences of corporate activities for the Bank Holding Company's many clients, and to provide management with counsel as well as oversight in the development and the implementation of corporate policy.
6. Directors must be prepared to accept public disclosure of their attendance records at board and committee meetings, their dealings with the corporation, and their affiliation with others.

Functioning of the Board

The Board of Directors must assure itself that management addresses corporate problems in an open and candid manner, within the law, and with an understanding of the effect of corporate activities upon relevant clients. This strong board committee system is essential for an effective board and a successful corporate decision making process.

Board committees are to act to assure continuing and comprehensive board oversight of management and to provide the full board with the continuing opportunity to appraise the quality of management.

Integrity of Accounting and Records

Records and accounting information must be honest, accurate and maintained by the Bank Holding Company with reliability, integrity and be reflected in a timely manner to make responsible business decisions and also to provide an accurate accounting of the Bank Holding Company's performance to shareholders, regulators, depositors and employees. The Bank Holding Company requires full, fair, accurate, timely and understandable disclosure in all reports and documents. It is against Bank Holding Company policy for any individual of the Bank Holding Company to attempt to improperly influence or mislead accountants preparing our annual audited financial statements. The Bank Holding Company requires that its financial and other reporting fairly represents the overall financial condition of the Bank Holding Company, including results of its operations and cash flows, and that it complies in all material respects with applicable law, governmental rules and regulations, including generally accepted accounting principles and applicable rules of the Bank Holding Company regulators. The Bank Holding Company has implemented controls and procedures to ensure that its public disclosures are timely, compliant and otherwise full, fair, accurate and understandable. In this respect, it is the responsibility of all individuals of the Bank Holding Company to comply with all internal control procedures established by the Bank Holding Company for the safeguarding of assets and proper reporting and disclosure of financial information.

To assure the absolute integrity of such information:

1. Management is to meet with the Board of Directors, Executive Management, accounting staff, and others involved in the reporting process to discuss their comments on the draft report, document, or public information.
2. Disclosure controls and related procedures and processes are to be maintained to ensure that material information is included in each report, document, or public communication in a timely fashion.
3. All entries to corporate books must be prepared with scrupulous accuracy and shall be consistent with the highest standards of accounting practice.
4. No false or artificial entries shall be made in any books or records of the Bank Holding Company, and no individual of the Bank Holding Company shall engage in any arrangement that results in such entries.
5. No payment on behalf of the Bank Holding Company shall be approved or any transaction made with the intention or understanding that part or all of such payment will be used for any purpose other than that described by the documents supporting it.
6. Any individual of the Bank Holding Company having information or knowledge of any unrecorded fund or asset or any prohibited act shall promptly report such activity to Executive Management.
7. No fund, asset, or liability of the Bank Holding Company shall, under any circumstances or for any purpose, be concealed or hidden.
8. Full cooperation with the Bank Holding Company's internal audit procedures and Audit Committee is imperative to determine whether any weaknesses or concerns with respect to internal controls have been identified. Questions are to be answered honestly and candidly with the Bank Holding Company's independent and internal auditors, regulators and legal counsel. Omissions, or false or misleading statements to auditors are considered to constitute a falsification of records and are grounds for dismissal.
9. No individual of the Bank Holding Company is to interfere with the audit process, the authority of which is derived from, and is the ultimate responsibility of, the Chairman of the Audit Committee. Any information that might compromise the integrity of the Bank Holding Company's financial reports, disagreements on accounting matters and violations of this portion of the policy are to be brought to the attention of the Audit Committee.

Deliberate or willful violations of existing policies for ensuring accurate and timely records and accounting information may result in disciplinary actions.

4. PERSONAL CONDUCT

General

All individuals of the Bank Holding Company should always be mindful of the Bank Holding Company's position and reputation in the community. Since the success of any Bank Holding Company operation depends on public trust, it is extremely important that all individuals of the Bank Holding Company conduct personal matters in such a way as to avoid discredit or embarrassment to themselves or to the Bank Holding Company. Personal behavior and appearance should, likewise, be governed by both common sense and good taste. All individuals of the Bank Holding Company are expected to provide complete and truthful information in dealing with the Bank Holding Company.

While conducting Bank Holding Company business or representing the Bank Holding Company, all individuals of the Bank Holding Company are expected to conduct themselves in a nondiscriminatory manner with Bank Holding Company customers, vendors, employees, and the general public. The Bank Holding Company's policy prohibits discriminatory conduct due to race, age, color, religion, national origin, sex, veteran status, disability, or any other basis protected by federal, state, or local law. Discriminatory behavior not only is illegal, but it also diminishes good customer, vendor, and employee relations, all of which are essential to the success of the Bank Holding Company.

All individuals of the Bank Holding Company may not illegally use, possess or sell prescription or illegal drugs on Bank Holding Company property, nor work under the influence of such substances. However, the prescribed use and possession of legally obtained drugs is not prohibited. With the same respect, individuals of the Bank Holding Company may not use or possess alcohol while conducting Bank Holding Company business.

Financial Responsibility

All individuals of the Bank Holding Company are expected to demonstrate an ability to manage personal finances properly so as not to reflect negatively on the Bank Holding Company, particularly the intelligent use of credit. All individuals of the Bank Holding Company are responsible for meeting their financial obligations on time and maintain a good credit rating.

Imprudent personal financial management can affect job performance and reflects poorly on the ability to perform responsibilities of a financial nature.

Acting as an accommodation of co-signer or guarantor for others can be a risky practice and often results in the accommodating co-signer or guarantor having to pay the obligation. As such, all individuals of the Bank Holding Company should not assume co-signer or guarantor responsibilities unless it is determined that the individual is in a position to pay the entire obligation upon demand, and that there is no conflict of interest with the Bank Holding Company. In addition, individuals of the Bank Holding Company are prohibited from borrowing from or lending personal funds to other individuals of the Bank Holding Company, customers or suppliers.

Personal Investments

All individuals of the Bank Holding Company, by the very nature of their positions, must be particularly cautious regarding investments which may appear improper to customers, supervisory authorities or the public. As such, Executive Management is to be consulted when an individual is considering any investments of questionable propriety.

All individuals of the Bank Holding Company should avoid entering into transactions where it may appear that the individual will benefit improperly from the relationship with the Bank Holding Company or violate the individual's fiduciary responsibilities. This also applies to investments by members of the individual's immediate family.

While a complete list of such matters is not practicable, all individuals of the Bank Holding Company must refrain from directly or indirectly owning or purchasing any of the following:

1. Real or personal property in which the Bank Holding Company intends to obtain ownership interest (i.e., through purchase, foreclosure or repossession, or in a fiduciary capacity). This does not include any of the Bank Holding Company's fleet automobiles or surplus personal property to individuals of the Bank Holding Company, as long as the sale is in accordance with the Bank Holding Company's established practices. Although individuals of the Bank Holding Company may purchase such property if it is offered through a third party to the general public, it is against Bank Holding Company policy for executive officers (as defined by Regulation O, "Loan to Executive Officers, Directors and Principal Shareholders of Member Banks") to do so.
2. Stocks, bonds or other securities:
   A. Pledged to the Bank Holding Company as collateral.
   B. Sold by the Bank Holding Company in a fiduciary capacity.
   C. Issued by any entity indebted to the Bank Holding Company (except securities which are publicly traded).
3. Stock of any business or financial institution, in anticipation of its merger with or acquisition by the Bank Holding Company. Investment in stock of any financial institution, even though made in good faith and without prior inside knowledge, should be given careful consideration because of the possible adverse publicity to the Bank Holding Company in the event of a subsequent merger with, or acquisition by the Bank Holding Company.
4. Trust deeds, mortgages or chattel mortgages that are a lien against property in which the Bank Holding Company has a security interest.
5. An interest in a company for which an individual of the Bank Holding Company is an account officer or in which the individual has access to information which is not generally available to the public.

5. CONFLICT OF INTEREST

Corporate Policy

In general, a conflict of interest occurs when an individual of the Bank Holding Company's private interest interferes in any way (or even appears to interfere) with the interests of the Bank Holding Company as a whole. A conflict situation can arise when an individual of the Bank Holding Company takes action(s) or interest(s) that may make it difficult to perform work objectively and effectively. Conflicts of interest may also arise when an individual of the Bank Holding Company or a member of their family receives improper personal benefits as a result of their position at the Bank Holding Company. Loans to, other than those made in the ordinary course of business, or guarantees of obligation of, individuals of the Bank Holding Company and their family members may also create a conflict of interest.

All individuals of the Bank Holding Company have a duty of loyalty, which means that the well-being of the Bank Holding Company must be held to the utmost priority in connection with all business transactions. As such, all individuals of the Bank Holding Company are expected to make business decisions on behalf of the Bank Holding Company free from conflicting outside interests, such as working for, or being a consultant to, a competitor, customer or supplier. It is against Bank Holding Company policy to foster personal or business interests (or those of others with whom such persons have a personal or business relationship) at the expense of the Bank Holding Company. Such conflicts can undermine the public confidence in the Bank Holding Company. The best way is to avoid any direct or indirect business connection with the Bank Holding Company's competitors, customers or suppliers, except on the Bank Holding Company's behalf. In the event an individual of the Bank Holding Company is asked to serve as a director of another corporation or governmental agency, they must seek advance approval from Executive Management and/or the Board of Directors.

The appearance of a conflict of interest may be just as damaging to the Bank Holding Company's reputation as a real conflict of interest and may be difficult to discern. Individuals of the Bank Holding Company are expected to objectively assess their actions periodically to determine whether a reasonable, disinterested observer (such as a customer, a supplier, a shareholder, an acquaintance, or a government official) would have any grounds to believe:

1. The confidential nature of account relationships has been breached;
2. Fiduciary responsibilities have been handled in a less than prudent manner;
3. Business has been completed with the Bank Holding Company only on the basis of friendships, family ties, gift receiving or giving, or to obtain favor with special interest groups;
4. The Bank Holding Company's name is used as leverage by individuals of the Bank Holding Company to enhance their own opportunities when dealing with others in their political, investment, or retail purchasing activities; or
5. The needs of the shareholders and public are not considered in making business decisions.

A potential conflict exists whenever an individual of the Bank Holding Company has an outside interest, direct or indirect, which conflicts with their duty to the Bank Holding Company or adversely affects judgment in the discharge of responsibilities to the Bank Holding Company.

It is the responsibility of all individuals of the Bank Holding Company to recognize and avoid conflicts of interests. Accordingly, no individual of the Bank Holding Company may initiate any transaction involving the Bank Holding Company in which that individual may personally gain (whether directly or indirectly). However, it is not a violation of this policy for the Board of Directors (in the case of potential conflicts involving directors or executive officers) or for management (in the case of any other potential conflict), as the case may be, to initiate a transaction in which an individual of the Bank Holding Company may stand to gain, as long as the procedures for resolving conflicts or potential conflicts of interest outlined below are fulfilled. In addition, it is not a violation of this policy for an individual of the Bank Holding Company to initiate a deposit relationship with, or request a loan from, any of the affiliates of the corporation for that person's direct or indirect benefit or for the benefit of an affiliated entity provided that:

1. The deposits:
    A. Have been and will be made in the ordinary course of business; and
    B. Have been and will be made on substantially the same terms, including interest rates, as those prevailing at the time for comparable transactions with unrelated persons.

2. The loans:
    A. Have been and will be made in the ordinary course of business;
    B. Have been and will be made on substantially the same terms, including interest rates and collateral on the loans, as those prevailing at the time for comparable transactions with unrelated persons; and
    C. In the opinion of management, do not and will not involve more than the normal risk of collectability or present other unfavorable features, and the procedures for resolving conflicts or potential conflicts of interest are fulfilled.

It is the responsibility of the Audit Committee to resolve any conflict or potential conflict of interest issue that may arise involving a director or any executive officer. If the conflict of interest relates to any member of the Audit Committee, the conflicted person shall remove themself from all discussions relating to a resolution. The Chief Executive Officer, or a senior officer designated by the Chief Executive Officer, will resolve any conflict of interest issue involving any other employee.

In the event a potential conflict of interest does arise involving an officer or employee, its nature and extent is to be fully disclosed immediately in writing to Executive Management who, after making a thorough review of the circumstances, will determine appropriate action to be taken.

Fiduciary Appointments

Individuals of the Bank Holding Company must not accept appointment as personal representative, trustee, co-trustee or other fiduciary position, unless the will or trust agreement involves the individual's family relationship. Nor shall such individual accept a legacy under the will or trust agreement of a Bank Holding Company customer with whom the individual has dealt, unless a family relationship exists. There may be specific circumstances which warrant exceptions to this. All exceptions are to be approved in writing by Executive Management and/or Audit Committee.

Directors who serve in a fiduciary role in their professional capacity are encouraged to avail themselves of Bank Holding Company services, keeping in mind that their responsibility lies in representing their client's best interest ahead of the Bank Holding Company's in any such dealings.

Beneficiary or Legacy

Individuals of the Bank Holding Company must report any gift of a beneficial interest or legacy under will or trusts of customers of the Bank Holding Company, other than a relative, at such time as the individual learns of the designation to Executive Management and/or Audit Committee. The objective of such a notification requirement is to allow for consideration of all of the facts in each case to make certain there are no real conflicts of interest and that a reasonable, disinterested third party could not allege a conflict of interest upon the individual in receipt of this benefit. If this reporting requirement results in a decision that a real or apparent conflict exists or could exist, the individual will be expected to make every effort to be relieved of the expectation of benefit and will probably be required to renounce the gift should it come to the individual by operation of law.

If a beneficial interest or legacy becomes payable to an individual of the Bank Holding Company by reason of death of a customer or otherwise, and the early notification procedure set forth above has not been followed, ordinarily the individual will be required to renounce the gift unless there is a showing that the individual's relationship with the settler or testator predated significantly either the individual's hiring by the Bank Holding Company or the initiation of business with the Bank Holding Company by the settler or testator.

Self-Dealing

Individuals of the Bank Holding Company are prohibited from taking for themselves personally opportunities that are discovered through the use of Bank Holding Company property, information, or position. As such, it is against Bank Holding Company policy that an individual of the Bank Holding Company may use such property, information, or position for personal gain, and no individual of the Bank Holding Company may compete with the Bank Holding Company directly or indirectly. Individuals of the Bank Holding Company owe a duty to the Bank Holding Company to advance its legitimate interests when the opportunity to do so arises.

All individuals of the Bank Holding Company have a duty to protect and promote the best interests of the Bank Holding Company and refrain from engaging in competitive business conduct, such as taking advantage of a business opportunity for their own, or for another person's, personal profit or benefit when the opportunity is within the corporate powers of the Bank Holding Company or when the opportunity is of present or potential practical advantage to the Bank Holding Company (i.e., the Bank Holding Company is currently engaged in such activity or the activity is under consideration by the Bank Holding Company). If an individual of the Bank Holding Company engages in such an opportunity before the Bank Holding Company has considered and rejected it and authorized that person's utilization of the opportunity, the Bank Holding Company may (in addition to other disciplinary action) claim the benefit of the transaction or business.

Individuals of the Bank Holding Company are prohibited from:

1. Owning any interest in another company or business which might materially benefit by an action or decision consummated by such an individual of the Bank Holding Company on behalf of the Bank Holding Company;
2. Soliciting for themselves or for a third party (other than the Bank Holding Company itself) anything of value from anyone in return for any business, service or confidential information of the Bank Holding Company,
3. Representing the Bank Holding Company in any transaction with a person or organization in which the individual has a direct interest or from which benefits may be derived; and
4. Accepting anything of value (other than bona fide salary, wages and fees) from anyone in connection with the business of the Bank Holding Company, either before or after a transaction is discussed or consummated.

Any significant interest, defined as 10% or more of an outstanding class of debt or equity, in a company or business having a Bank Holding Company relationship with the Bank Holding Company, whether or not the individual of the Bank Holding Company deals with that particular company, must be reported by the individual in writing to the Chief Executive Officer within 30 days. No supplier of the Bank Holding Company shall hold or acquire any interest in such business unless the securities representing such interest are widely held (i.e., traded on the national exchange or in the over the counter market). Bank Holding Company employees must disclose all potential conflicts of interest, including those in which they have been inadvertently placed due to either business or personal relationships with customers, suppliers, business associates, or competitors of the Bank Holding Company.

Individuals of the Bank Holding Company must never use their position with the Bank Holding Company to influence public officials or others for personal benefit or for the benefit of another party. Likewise, employment with the Bank Holding Company should not be used as leverage to gain favors from customers or suppliers.

Signing on Customers' Accounts

To avoid the appearance of a conflict, all individuals of the Bank Holding Company are prohibited from being an authorized signatory on customer accounts, have access to their safe deposit boxes, or otherwise represent customers. This does not include situations where individuals of the Bank Holding Company act in an ownership capacity or act because of a close family relationship.

6. CONFIDENTIAL INFORMATION

General

During the course of performing Bank Holding Company related duties, all individuals of the Bank Holding Company may hear or acquire a great deal of confidential information about the Bank Holding Company, present and prospective customers, suppliers, shareholders and other staff members. That information must be held in the strictest of confidence during the term of the individual's employment and after termination for any reason. It is to be used solely for corporate purposes and never for personal gain. Under no circumstances should such information be transmitted to persons outside the Bank Holding Company, including family or associates, or to other individuals of the Bank Holding Company (unless they have a specific need to know information to discharge their duties). The only exceptions to this policy would be routine credit inquiries, information released in the normal course of business (i.e., for the negotiation of checks), disclosures required by legal process, and information authorized for release by customers.

Disclosure of Corporate News and Information

Financial information about the Bank Holding Company is not to be released to anyone unless it is included in a published report or otherwise made generally available to the public. Individuals of the Bank Holding Company with questions concerning the disclosure of confidential information should be referred to the Chief Executive Officer.

7. FIDELITY COVERAGE

All individuals of the Bank Holding Company must be covered by the Bank Holding Company's fidelity bond. The Bank Holding Company will not continue to employ anyone who ceases to be eligible for coverage.

Coverage under the terms of the Bank Holding Company's fidelity bond ceases for anyone who has been found to commit a dishonest or fraudulent act. Obviously, this includes the misappropriation of money or other property. It also includes the misposting of accounts to favor oneself or another, the kiting of checks, the making of false entries, records or reports, and the deliberate misrouting of checks to delay payment.

8. OBEYING LAWS AND REGULATIONS

General

The Bank Holding Company and its officers and employees may be subject to penalties if they violate any laws. It is important that all individuals of the Bank Holding Company be familiar with and comply with the laws and regulations governing the Bank Holding Company in addition to how they relate to daily work requirements and professional responsibilities, including knowing when to seek guidance from a higher authority. Therefore, all individuals of the Bank Holding Company carry out their responsibilities in accordance with applicable laws, regulations and policy statements, including all applicable federal and state criminal laws governing fraud, bribery, embezzlement, conversion and conflicts of interest, in addition to conducting their business affairs consistent with applicable safety and soundness standards and other requirements. **Compliance with laws and regulations is everyone's responsibility.** Individuals of the Bank Holding Company who knowingly commit illegal acts could be subject to disciplinary action which may include termination.

It is the responsibility of individuals of the Bank Holding Company to report all instances of known or suspected illegal activity on the part of any officer, employee, agent or customer of the Bank Holding Company. If it is uncertain as to the propriety of an individual's actions, contact Executive Management and/or Audit Committee to obtain clarification. Individuals of the Bank Holding Company must promptly notify Executive Management and/or Audit Committee if it is suspected that an officer, employee, agent, or customer has committed an illegal act or the discovery of any circumstances which suggest that a crime has been committed. Failure to report suspected illegal activities properly as outlined in this policy may subject that officer or employee to disciplinary action including, if appropriate, termination. The Bank Holding Company is required by law to report violations of criminal laws to state and/or federal law enforcement agencies.

Bank Holding Company policy prohibits any form of retaliatory action toward an individual of the Bank Holding Company who notifies the Bank Holding Company of a suspected illegal act or participates in the investigation of a complaint.

Dishonest and fraudulent acts by Bank Holding Company officers and employees are crimes under federal and state law, and may be punishable by fines and/or imprisonment. Examples of activities prohibited by law include:

1. Accepting anything of value (except an individual's salary or other compensation paid or sanctioned by the Bank Holding Company) in connection with the business of the Bank Holding Company. Refer to the **Gifts, Gratuities, and Other Payments from Customers** section of this policy for a detailed description.
2. Stealing, embezzling or misapplying corporate funds or assets.
3. Using threats, physical force or other unauthorized means to collect money.
4. Issuing unauthorized obligations (such as certificates of deposit, notes, mortgages or commitments) or making false entries.
5. Unless specifically permitted by law, making a loan or giving a gift to a regulator who has the authority to examine the Bank Holding Company.
6. Using a computer to gain unauthorized access to customer records.
7. Concealing or misapplying Bank Holding Company assets.
8. Loaning funds to, or depositing funds with third parties with the understanding, express or implied, that the party receiving such funds will make a loan or pay any consideration to the officer or employee.
9. Compensating others by way of undisclosed or secret payments with the intent to influence, seek or retain business for the Bank Holding Company, including the secret or illegal payments (whether in the form of kickbacks, bribes or other payments) to obtain a benefit for the Bank Holding Company or individual of the Bank Holding Company.
10. Lavish or overly frequent entertainment expenditures for clients or prospects, third party service providers, and other associates.
11. Business decisions that are solely based on an inappropriate influence by any unrelated interest.

Refer to the **Whistleblower Policy** section of this policy for a detailed explanation.

Money Laundering Activities/Bank Secrecy Act

Individuals of the Bank Holding Company are required to adhere to the provisions of the Bank Secrecy Act. Individuals of the Bank Holding Company need to "know their customer" and be alert to the dangers to the Bank Holding Company should it, even unwillingly, become involved in receiving or laundering proceeds of crimes. Regulators require Bank Holding Companies to report any known or suspected criminal activity, such as the laundering of monetary instruments or structuring of transactions to avoid Bank Secrecy Act requirements.

9. COMPETITION AND FAIR DEALING

General

The Bank Holding Company's overall corporate strategy is to outperform its competition fairly and honestly through competitive advantages and superior performance. It is against Bank Holding Company policy to attempt to win or retain business relationships based on unethical or illegal business practices or activities. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is prohibited. All individuals of the Bank Holding Company are required to respect the rights of, and to deal fairly with, the Bank Holding Company's customers, suppliers, competitors and employees. No individual of the Bank Holding Company is to take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair dealing practice.

Anti-Competitive Activities

Federal law prohibits any combination, conspiracy or agreement among competitors to restrict or prevent competition. A violation of the law can occur through a formal or informal agreement between the Bank Holding Company and a competitor to:

1. Fix prices;
2. Allocate markets or customers; or
3. Refuse to deal with particular suppliers or customers.

All individuals of the Bank Holding Company in contact with the Bank Holding Company's competitors must avoid any agreements with them (or even circumstances that might give the appearance of such agreements) relating to how the Bank Holding Company conducts its business. All individuals of the Bank Holding Company should especially be careful at social or professional meetings. Discussions or exchanges of information relating to competitive matters (i.e., cost, pricing, or strategy) must be carefully avoided.

Questions concerning antitrust issues are to be directed to Executive Management and/or Audit Committee.

Purchasing of Supplies

Individuals of the Bank Holding Company who may procure supplies for the company are required to be objective and fair with suppliers and employ professional business practices when selecting sources, in negotiations, in awarding business and in the administration of purchasing activities. Although striving to attain a good relationship with a supplier is favorable, it is inappropriate to create an impression that a supplier has a "friend" at the Bank Holding Company and can therefore exert special influence.

10. DIRECTORS OR OFFICERS IN OUTSIDE COMPANIES

When an individual of the Bank Holding Company serves on the board or is an officer of a non-affiliated business corporation, there is a potential for a conflict of interest to arise between the business, its shareholders, and the Bank Holding Company. Therefore, it is the responsibility of such an individual to disclose any of their business relationships or financial interests in entities or any of their transactions in which the Bank Holding Company is involved in writing to Executive Management. From time to time, it may be in the Bank Holding Company's best interest to have an officer or employee serve as a director or have another legitimate relationship with a client, insured entity, or supplier. Any such relationship should always be disclosed to management prior to its commencement and is to receive explicit approval in advance.

Unless specifically approved by Executive Management and/or Board of Directors, no officer or employee shall serve as an officer or director for any non-Bank Holding Company entity which:

1. Competes with the Bank Holding Company;
2. Is in substantial default to the Bank Holding Company on any loan, contract, or other obligation; or 3. Is involved in a substantial controversy or litigation with the Bank Holding Company.

Individuals of the Bank Holding Company may own securities in publicly traded companies or municipal entities who are competitors or clients when such an interest is not material in terms of the total outstanding stock, or to the individual's net worth.

No individual of the Bank Holding Company having lending authority shall have any financial interest in a borrower with whom the officer or employee conducts Bank Holding Company business. Individuals of the Bank Holding Company must not borrow from suppliers, agents or customers of, or applicants for credit from, the Bank Holding Company or the corporation, unless such suppliers, agents, customers or applicants for credit are in the business of lending money and any such loan is made on terms and conditions available to the general public and not on special or advantageous terms.

All individuals of the Bank Holding Company serving in such capacities at the request of the Bank Holding Company may only be covered to a limited extent by the Bank Holding Company's Director and Officer Liability Insurance Policy. Under these circumstances, any individual of the Bank Holding Company considering such service should confirm that adequate liability insurance is maintained by the business organization for the individual's protection and/or that the organization has taken appropriate action to indemnify its officers and directors to the extent permitted by law.

If a Director or Bank Holding Company officer does hold a position, and a loan is presented on behalf of that organization, the loan **MUST** be approved by the Bank Board of Directors. The Board of Directors and Bank Holding Company officers must always comply with Regulation O, "Loans to Executive Officers, Directors, and Principal Shareholders of Member Banks".

The foregoing does not apply to any fiduciary account where the Bank Holding Company finds it necessary or helpful for all individuals of the Bank Holding Company to be appointed as an officer or director of an outside organization (i.e., where the Bank Holding Company holds or controls a substantial interest in the company because of its responsibilities). Such appointments may, under certain circumstances, require the approval of the Bank Holding Company's Board of Directors, based on the recommendation of Executive Management.

11. MEMBERSHIP IN CIVIC, CHARITABLE OR POLITICAL ORGANIZATIONS

Civic and Charitable Organizations

The Bank Holding Company recognizes the benefits of active participation by individuals of the Bank Holding Company in non-profit organizations. Appointments as a trustee, director, or officer of non-profit religious, charitable, and health and welfare organizations are also recognized as worthwhile community involvement. On a quarterly basis the Bank Holding Company conducts a survey to ascertain all individuals of the Bank Holding Company who are actively involved in civic and charitable organizations within the community.

Political Organizations

The Federal Election Campaign Act (the "Act") prohibits the Bank Holding Company from making any contribution or expenditure or to provide any service (except usual and customary Bank Holding Companying services) or anything of value in connection with any election to any political office, or in connection with any primary election or political convention or caucus held to select candidates for any political office. This prohibition applies to all federal, state, and local elections, political conventions, and caucuses. In addition, it is unlawful for any officer or any director of the Bank Holding Company to consent on behalf of the Bank Holding Company to any political contribution or expenditure prohibited by the Act, and it is unlawful for any candidate, political committee, or other person to knowingly accept or receive a political contribution or expenditure prohibited by the Act.

The U.S. Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country.

In addition, the U.S. government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Bank Holding Company policy but may also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules.

The term "contribution or expenditure" includes any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value (except a loan of money made in accordance with the applicable Bank Holding Companying laws and regulations and in the ordinary course of business) to any candidate, campaign committee, or political party or organization in connection with any election. A loan will be deemed to be made in the ordinary course of business if it:

1. Bears the usual and customary interest rate of the Bank Holding Company for the category of the loan involved;
2. Is made on a basis which assures repayment;
3. Is evidenced by a written instrument; and
4. Is subject to a due date or amortization schedule.

The term "contribution or expenditure" does not include:

1. Communications by a national bank to its stockholders and executive or administrative personnel;
2. Nonpartisan registration and "get out the vote" campaigns by the Bank Holding Company aimed at its stockholders and executive or administrative personnel and their families; and
3. The establishment, administration, and voluntary solicitation of contributions to a separate segregated fund (SSF). However, the Bank Holding Company is not permitted to make direct or indirect contributions or expenditures of Bank Holding Company funds to SSFs. Additionally, the Bank Holding Company (including officers, directors, or other representatives acting as agents for the Bank Holding Company) are prohibited from "facilitating the making of contributions."

Federal Election Commission (FEC) regulations prohibit other forms of political contributions or expenditures by the Bank Holding Company, including, but not limited to, the purchase of tickets to political dinners or other political fundraising events, advertisements in political literature, and donations of goods or services in connection with political fundraising events and activities. However, Bank Holding Company employees, in their personal capacity, may make contributions from their own funds. Also, the Bank Holding Company is not prohibited under the Act from making a contribution to a fund whose purpose is to influence a ballot referendum, provided the referendum does not involve elections to any political office.

The Act requires that every political committee designate at least one insured depository institution as its campaign depository where all receipts are deposited and from which all significant disbursements are made. In this respect, the Bank Holding Company may serve as such a depository for political committees and may pay interest and dividends, in the regular course of business, on funds in such accounts. Fees for Bank Holding Companying services may be waived or discounted, provided that such concessions are offered to others on equal terms and are a normal business practice.

The Bank Holding Company believes that it is appropriate for every citizen to take an active interest in political and government affairs. Individuals of the Bank Holding Company are to make it clear at all times that participation in political activities is performed as a private citizen and **NOT** as a representative of the Bank Holding Company. In addition, individuals of the Bank Holding Company may not make any political contributions (in the form of cash, goods or services) directly or indirectly (i.e., through reimbursement) on behalf of the Bank Holding Company.

Periodically the Bank Holding Company may participate in political activities supporting state and local offices or candidates but is prohibited by the Act in making contributions for federal offices or candidates. Any activity or contribution supporting state or local offices or candidates on behalf of the Bank Holding Company requires the expressed written approval of Executive Management and/or Audit Committee.

Individuals of the Bank Holding Company who run for political office or are considered a prominent role in a campaign or ballot measure are encouraged to consider the Bank Holding Company's position. If the amount of time required by an individual's political activities is significant and may have an adverse effect on overall performance of job duties or responsibilities, prior written notice to Executive Management and/or Audit Committee is required within 30 days. Such personnel involved in political activities should also seek competent legal advice concerning the laws governing campaign financing and practices.

Under no circumstances should individuals of the Bank Holding Company make any payment to any government official or other person or organization which might be construed to be improper, illegal, a bribe, a kickback, etc. If any transaction with a government official or other person or organization seems even remotely questionable, it must be referred to Executive Management.

Although it is the Bank Holding Company's policy not to endorse individual candidates in an election, individuals of the Bank Holding Company are free to express their opinions, as long as it is clear that they are the opinions of that individual and not the Bank Holding Company. Such individuals may not write supportive letters for candidates or issues on Bank Holding Company stationery or act in any way which suggests the Bank Holding Company's support of or opposition to a candidate or issue. When the Bank Holding Company deems it appropriate to take a public position on issues, it will designate specific individuals to speak on its behalf.

The roles of treasurer and assistant treasurer in political campaigns can present unusual problems because of the complex nature of the laws governing campaign contributions. A potential conflict of interest can also arise because of an individual's access to inside information and customer lists. Accordingly, such personnel should normally decline to accept such positions if there is any potential for a conflict of interest (or any appearance of a conflict), and must never use customer lists or exploit business relationships with customers for the benefit of any campaign.

12. OUTSIDE EMPLOYMENT

In general, the Bank Holding Company does not prohibit outside employment. However, full time employees are expected to devote their complete attention and energy to their career with the Bank Holding Company. Significant outside employment or employment in positions or establishments which may result in adverse public reaction must be avoided. Bank Holding Company policy requires that full time employees obtain prior written consent of their immediate supervisor and Executive Management prior to accepting any outside employment. No outside employment of any kind will be approved which might subject the Bank Holding Company to criticism or which would encroach upon working time, interfere with regular duties, or necessitate such long hours as to affect the individual's performance.

Employees must avoid outside employment which involves or may appear to involve a conflict of interest. Examples include:

1. Employment by a company or personally engaging in any activity that is competitive with the Bank Holding Company;
2. Employment which involves the use of the Bank Holding Company's equipment, supplies or facilities;
3. Employment which involves the preparation, audit or certification of statements, tax returns, or other documents upon which the Bank Holding Company may place reliance for lending or other purposes. Employees who prepare income tax returns for individuals or entities other than themselves must obtain confirmation from their potential client that the client does not intend to use the officer's or employee's work product as part of any transaction with the Bank Holding Company;
4. Employment which involves the rendering of investment, legal or other advice, or exercising judgment which is based upon information, reports or analyses that are accessible primarily from or through the individual's employment with the Bank Holding Company;
5. Employment which may reflect adversely on the employee or on the Bank Holding Company;
6. Employment under circumstances which may suggest the sponsorship or support of the Bank Holding Company on behalf of the outside employer or an outside organization;
7. Employment as an insurance or securities broker, agent or representative; or
8. Employment as a real estate salesman, broker, agent or contractor (except with the prior written approval of the officer's or employee's immediate supervisor with concurrence to Executive Management).

Community involvement by individuals of the Bank Holding Company is encouraged, and individual will be prohibited from serving as a director, trustee, officer, or representative of a non-profit organization, as a volunteer and without compensation, if there is no conflict of interest presented and such service does not interfere with the individual's service or employment with the Bank Holding Company.

13. **ADVICE TO CUSTOMERS**

Legal Advice

Individuals of the Bank Holding Company may on occasion be asked by customers to make statements which relate to the legality of particular transactions. The Bank Holding Company cannot practice law or provide legal advice. As such, personnel must exercise care in discussions with customers. Nothing must be said which might be interpreted as the giving of legal advice.

Questions related to legal advice is to be referred to the individual's immediate supervisor or Executive Management.

Tax or Investment Advice

Individuals of the Bank Holding Company must avoid giving customers advice on tax matters, the preparation of tax returns, or in investment decisions, except as may be appropriate in the performance of a fiduciary responsibility or as otherwise required in the ordinary course of duties.

Recommending Other Firms

During the course of contact with customers and the general public, individuals of the Bank Holding Company may be asked to recommend others who provide professional services. Typically, such requests involve attorneys, accountants, securities dealers, insurance agents, brokers, and real estate agents. Customers who receive recommendations must be given several qualified sources without indicating any preference or warranty by the Bank Holding Company, excluding only referral arrangements made by the Bank Holding Company.

14. **LENDING RELATIONSHIPS AND PROHIBITED LENDING PRACTICES**

Borrowing

To avoid possible conflicts of interest, loan applications submitted to individuals of the Bank Holding Company by relatives or close personal friends (or entities controlled by relatives or close personal friends) are to be submitted to other independent lending officers or employees of equal or higher position for processing and approval. With the same respect, loan applications submitted to Directors by relatives or close personal friends (or entities controlled by relatives or close personal friends) are to be submitted to the Chairman of the Board for consideration and approval. This policy also applies to the processing and approval of overdrafts, waiver of service charges, and other free services.

Lending Relationships

It is the position of the Bank Holding Company that lending services be available to serve the legitimate and deserving credit needs of all customers on an equal basis. Loan terms and conditions shall be based on the borrower's credit worthiness and banking relationships.

Directors and executive officers are required to comply with the provisions of Regulation O, "Loans to Executive Officers, Directors, and Principal Shareholders of Member Banks", relative to all Bank borrowing.

Prohibited Lending Practices

Any transaction between an individual of the Bank and a customer of the Bank must be conducted on an "arm's length basis", meaning the individual may not receive any discount or other benefit not normally granted to others. Additionally, no officer or employee shall borrow directly from another employee.

Individuals of the Bank Holding Company may not borrow money from customers or suppliers (including personal friends) of the Bank, except from recognized lending institutions. The term "borrow" does not include a purchase from a customer or supplier resulting in an extension of credit in the normal course of business.

15. **GIFTS, GRATUITIES, AND OTHER PAYMENTS**

General

It is a federal crime for individuals of the Bank Holding Company or members of their immediate family to solicit or accept for themselves or third parties (other than the Bank Holding Company) any gift, offer of travel, unusual hospitality or other thing of value from any person or entity which either appears to be, or is in connection with any business or transaction of the Bank Holding Company. This is legally defined as:

1. Whoever, being an officer, director, employee, agent or attorney of any financial institution, Bank Holding Company holding company, or savings and loan holding company, except as provided by law, directly or indirectly, asks, demands, exacts, solicits, seeks, accepts, receives or agrees to receive anything of value, for himself or for any other person or entity, other than such financial institution, from any person or entity, for or in connection with any transaction or business of such financial institution; or

2. Whoever, except as provided by law, directly or indirectly, gives, offers or promises anything of value to any officer, director, employee, agent, or attorney of any financial institution, Bank Holding Company holding company or savings and loan holding company, or offers or promises any such officer, director, employee, agent or attorney to give anything of value to any person or entity, other than such financial institution, for or in connection with any transaction or business of such financial institution, shall be fined not more than $5000 or three time the value of anything offered, asked, given, received, or agreed to be given or received, whichever is greater, or imprisoned no more than five years, or both; but if the value of anything offered, asked, given, received, or agreed to be given or received does not exceed $100, shall be fined not more than $1000 or imprisoned not more than one year, or both.

The above prohibits any officer, director, employee, agent, or attorney of a financial institution, or Bank Holding Company holding company except as provided by law, from corruptly soliciting or receiving anything of value for or in connection with any transaction or business of the financial institution. The thing of value may not be for the benefit of the official or of any other person or entity (other than the financial institution itself). Salaries or fees paid by the financial institution to its own officers, employees, and agents are not encompassed within the provisions of the subsection.

The foregoing is not intended to preclude the receipt of unsolicited gifts of nominal value or customary hospitality from persons or entities doing business with the Bank Holding Company, when it is clear from the circumstances that no attempt is being made to influence the individual of the Bank Holding Company. A gift of nominal value is defined as being $100.

Individuals of the Bank Holding Company offered or anticipate receiving a gift or other thing of value which is not permitted under the above guidelines must report it promptly in writing to their immediate supervisor and Executive Management.

Individuals of the Bank Holding Company or their immediate family shall not solicit for themselves or a third party (other than the Bank Holding Company) anything of value from anyone in return for any business, service, or confidential information of the Bank Holding Company. Moreover, such personnel or anyone in their immediate family may not accept anything of value (other than the individual's salary or commissions from the Bank Holding Company) from anyone in connection with the business of the Bank Holding Company, either before or after a transaction is discussed or consummated. Criminal penalties may be imposed for violating these prohibitions.

Possible exceptions to the general prohibition regarding the acceptance of things of value may include:

1. Acceptance of gifts, gratuities, amenities or favors based on family relationships (such as those between the parents, children or spouse of a Bank Holding Company officer or employee) where circumstances make it clear that it is those relationships, rather than the business of the Bank Holding Company, which are the motivating factors.
2. Acceptance of meals, refreshments, travel arrangements, accommodations, or entertainment, all of reasonable value and in the regular course of a meeting or other occasion, the purpose of which is to hold a bona fide business discussion, provided the expenses would be paid for by the Bank Holding Company as a reasonable business expense, if not paid for by another party.
3. Acceptance of loans from other Bank Holding Companies or financial institutions on customary terms to finance proper and usual activities of Bank Holding Company officers or employees, such as home mortgage loans, except where prohibited by law.
4. Acceptance of advertising or promotional material of nominal value, such as pens, pencils, note pads, key chains, calendars and similar items.
5. Acceptance of discounts or rebates on merchandise or services that are offered by a third party to all individuals of the Bank Holding Company, or through a program approved by the Bank Holding Company, or to the general public.
6. Acceptance of gifts of modest value related to commonly recognized events or occasions, such as a promotion, new job, wedding, retirement, holiday or bar mitzvah. If an individual of the Bank Holding Company, or a member of their family, receives a gift which exceeds in value that which might be considered reasonable in light of this policy, they are to report the receipt of such gifts to Executive Management and/or Audit Committee to see if the retention of such a gift is acceptable under this policy.
7. Acceptance of civic, charitable, educational, or religious organizational awards for recognition of service and accomplishment.

Individuals of the Bank Holding Company that are uncertain as to the propriety of a gift must seek the written approval of their immediate supervisor before accepting it. The request should be in writing and should state all relevant facts. It is then the supervisor's responsibility to forward a copy of the request along with the supervisor's recommendation to Executive Management.

16. SOLICITATION POLICY

General

This section is designed to protect Bank Holding Company employees against the unauthorized solicitation by other employees and non-employees with regard to such issues as the purchase of goods or services, or rendering support to political or non-political acts.

Solicitation of Employees by Other Bank Holding Company Employees

It is the policy of the Bank Holding Company that on duty employees are not allowed to solicit other Bank Holding Company employees or distribute unauthorized materials as follows:

1. Verbal/Written Solicitation. An employee may not solicit another employee either verbally or with written material while either employee is on "working time." The term "working time" does not include an employee's meal times or break periods when an employee is released from the performance of their work, whether such periods are paid for or not.

   Solicitation during "working time" includes such activities as requests for signatures, contributions for charities, merchandise purchases and requests for donations. An example of such material includes, but is not limited to, the sale of food, organizing football or baseball pools, selling raffle tickets for a charity, selling cosmetics, etc.

   GBank Financial Holdings, Inc strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the Bank Holding Company prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale. Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters during "working time" for all employees of the Bank. YOU SHOULD HAVE NO EXPECTATION OF PRIVACY IN YOUR E-MAIL CORRESPONDENCE RECEIVED OR GENERATED BY YOU THROUGH THE BANK'S E-MAIL SYSTEM. Refer to the Bank' ELECTRONIC MAIL (EMAIL) POLICY for additional information.

Distribution of Handouts/Literature:

- Employees may be prohibited from distributing any materials during their working time. "Working time" includes all time during which an employee is assigned to or engaged in the performance of job-duties but does not include scheduled breaks or meal periods during which time the employee is not assigned to or expected to perform any job duties. In addition, it does not include the time before and after the employee's shift.

- Regardless of whether they are on working time, employees may be prohibited from distributing any materials in working areas. "Working areas" include all areas where work is actually performed and does not include areas such as break rooms and parking lots.

- Employees may be prohibited from soliciting another employee during their working time or during the other employee's working time.

Solicitation of Employees by Outside Sources

Non-employees are not permitted access to the interior of the Bank's facilities except to avail themselves of customer services.

Solicitation of Bank Holding Company Sponsored Events

The Bank Holding Company may authorize a limited number of fund drives by employees on behalf of charitable organizations or for Bank Holding Company sponsored activities. Employees are encouraged to volunteer to assist in these drives, but their participation is entirely voluntary.

17. SPEECHES AND ARTICLES FOR PUBLICATION

Individuals of the Bank Holding Company may not speak on behalf of the Bank Holding Company nor discuss the Bank Holding Company's policies or procedures in articles, speeches or presentations without the prior consent of the individual's immediate supervisor and/or Executive Management.

Individuals of the Bank Holding Company may not use official Bank Holding Company stationery for personal correspondence or other non-work related purposes.

Individuals of the Bank Holding Company or their immediate family may not solicit honoraria for public speaking or writing services performed on behalf of the Bank Holding Company or by reason of the fact that the individual is related to the Bank Holding Company. However, such personnel may accept reimbursement of related expenses for such services.

18. SOCIAL MEDIA AND NETWORKING ACCESS, USE AND BEHAVIOR STANDARDS

Personnel Access and Authorized Use

Access to the Bank Holding Company's social media and networking resources is limited to only authorized and designated individuals of the Bank Holding Company who are responsible for performing official duties on behalf of the Bank Holding Company in accordance with all information and security controls. It is the responsibility Executive Management to determine who is authorized to access and use the Bank Holding Company's social media and networking resources for their area of responsibility, and for designating appropriate access levels by:

1. Limiting access only to those with a clear business purpose to use the forum;

2. Provide appropriate access levels that include identifying what sites, or type of sites, the individual is approved to use, in addition to defining the user's capability (such as publishing, editing, commenting, or viewing only); and

3. Providing authorized users with a copy of this.

It is the policy of the Bank Holding Company that individuals of the Bank Holding Company are prohibited from conducting personal activities utilizing the Bank Holding Company's or any other third party social media and networking resources by means of Bank Holding Company or personal information technology resources, communications systems, or access devices (i.e., computers, laptops, cellular telephones, personal digital assistants, etc.) during work hours in order to avoid interference with an individual's work related responsibilities and to promote productivity.

The Bank Holding Company's personal computers, laptops and mobile access devices used to access social media and networking sites are required to have current and continuously updated software to protect against destructive technical incidents or events, including but not limited to, cyber, virus and spyware/adware attacks. It is the responsibility of Executive Management to ensure that all such equipment maintains these appropriate safeguards, and that authorized users have the ability to access the Bank Holding Company's social media and networking sites and networks.

As a reminder, any activity conducted by or through the Bank Holding Company's information technology resources or communication systems, including activities and postings related to social media and networking, remains the sole property of the Bank Holding Company. As such, it is the policy of the Bank Holding Company to reserve the right to monitor, intercept, access, record, disclose, inspect, review, retrieve, print and review without prior or further notice, any such activity conducted by individuals of the Bank Holding Company. The Bank Holding Company reserves the right to do so for the performance of operation, maintenance, auditing, security or investigative functions. Data sent over or stored on the Bank Holding Company's information technology resources or communications systems may be read by Bank Holding Company management or other designated and authorized personnel. **Therefore, individuals of the Bank Holding Company should have no expectations of privacy associated with submission or exchange of such data, including, but not limited to, any e-mail, link, message, data file, document or image, video, post, telephone conversation or message, or any other kind of form of information or communication file or data transmitted to, received or printed from, or stored or recorded on the Bank Holding Company's information technology resources or communication systems.** In addition, the Bank Holding Company reserves the right to store copies of such data and communications for a period of time after they are created, and may delete such copies from time to time without further notice.

User Behavior

The same standards, principles, guidelines, policies, procedures, and processes that apply to individuals of the Bank Holding Company in the performance of their assigned duties apply to the use of the Bank Holding Company's social media and networking resources. As such, it is the policy of the Bank Holding Company that authorized personnel are to:

1. Utilize the Bank Holding Company's social media and networking resources only within the defined scope of their specific branch or department responsibilities, including compliance with all applicable laws, rules, regulations, Bank Holding Company policies, procedures, processes, and use agreements;
2. Properly identify yourself as an authorized Bank Holding Company representative (at minimum, your name and position) when working in an official capacity on a social media and networking site or blog;
3. Strictly focus on subjects that add value that is specifically related to the Bank Holding Company with respect to Bank Holding Company sponsored blogs. As an example, such subject matter may include, but is not limited to, discussions that:
   A. Generate additional interest in the Bank Holding Company, its people, and the products and services it offers;
   B. Educate customers, clients or others;
   C. Assist coworkers in solving problems or issues and enhance productivity;
   D. Contribute, directly or indirectly, to the improvement of the Bank Holding Company's products and services, policies, procedures and processes; or E. Promote the Bank Holding Company.

   Off topic comments (comments that are not related to the subject of the conversation) are to be strictly avoided.
4. Indicate that comments or viewpoints are personal, be written in the first person, and may not reflect the Bank Holding Company's views or opinions during personal social networking discussions. In addition, the comments or viewpoints are to be as accurate, professional, humble, and honest as possible at all times, be in a sentence case format (not all capital letters), and be reviewed through the use of spelling and grammar check proofing tools. Authorized personnel are personally responsible for the contents of such comments or viewpoints, and good judgment is to be used regarding the content of any posting. In the event a mistake is made, be the first to admit it, respond to it, and correct it as soon as possible. This can be accomplished by the modification of an earlier post rather than deleting it, but it should be made clear that the user has modified the original post to correct the error.

5. Carefully read, comprehend, and evaluate information posted by others for accuracy and truthfulness before responding. Always treat others with respect. Refrain from commenting on misrepresentations, accusations, personal, professional or credibility attacks, or other posts that are intended to incite conflict or online fights, are hostile or controversial, contain potentially inflammatory subjects, or exhibit inappropriate behavior. In the event that a response to a negative post or comment is required, prior approval from Executive Management must be obtained before a response is made;
6. Obtain prior approval of professional recommendations (such as individuals, products and services, etc.) in writing from Executive Management;
7. Use a Bank Holding Company e-mail address when communicating on a social media and networking site or blog when working in an official capacity for the Bank Holding Company (which implies to others that the user is acting on the Bank Holding Company's behalf), and a personal e-mail address when communicating on a personal level (outside of Bank Holding Company business);
8. Accurately list reference sources of information owned by others when applicable to protect the user and the Bank Holding Company against liability for brand, trademark, and copyright infringement, and any applicable laws, rules or regulations;
9. Strictly follow and adhere to the terms and conditions of use established for each venue used for social media and networking activities;
10. Carefully pay attention to security warnings that may pop up on a computer before clicking on unfamiliar links to avoid the risk of infection of virus, spyware, malware, or other forms of harmful unauthorized programs;
11. Complete social media and networking security training provided by the Bank Holding Company; and
12. Obtain permission from Executive Management in the event that social media and networking work will be performed beyond normal working hours prior to commencement of such duties.

Individuals of the Bank Holding Company are prohibited from using the Bank Holding Company's social media and networking resources in a way that:

1. Establishes a Bank Holding Company participated or hosted social media or networking site or blog without prior written approval from the Board of Directors and Executive Management;
2. Defames or disparages the Bank Holding Company or its affiliates, directors, shareholders, officers, employees, customers, clients, business partners, suppliers, vendors, stakeholders, or any others in any manner, including any comments, material, images, graphics or video that might be considered obscene, offensive, profane, libelous, threatening, harassing, abusive, hateful, or embarrassing to another person or entity such as ethnic slurs, sexist comments, discriminatory comments, insults, etc.;
3. Interferes with their work commitments and/or job responsibilities;
4. Provides links to the Bank Holding Company's e-mail or website address(es) on a personal website, social media and networking site, or blog;
5. Announces any unauthorized press releases or news about the Bank Holding Company, including acting as an unauthorized spokesperson if contacted by the media, press, or others;
6. Promotes the unauthorized use of the Bank Holding Company's logos, brand names, trademarks, taglines or other trademarks;
7. Provides unauthorized positive or negative references for the Bank Holding Company or its affiliates, directors, shareholders, officers, employees, customers, business partners, suppliers, vendors, or other stakeholders in any manner which might create legal liability for the user and/or the Bank Holding Company;
8. When acting in an official capacity for the Bank Holding Company, working anonymously by using pseudonyms or false screen names;
9. Misleads or falsifies online credentials or professional attributes of the user, including the use of the terms of "specialist", "expert", or "authority", etc.;
10. Discloses any unauthorized confidential, proprietary or intellectual information regarding the Bank Holding Company or its affiliates, directors, shareholders, officers, employees, customers, clients, business partners, suppliers, vendors, stakeholders, or any others;
11. Harasses the Bank Holding Company's directors, officers, employees, or others in any manner;

12. Circulates inappropriate or unprofessional material, such as links, photos or images, e-mails, chain letters, videos, etc.;
13. Promotes or advertises commercial, personal, political or religious solicitation, or the promotion or advertisement of outside organizations unrelated to Bank Holding Company business;
14. Lists or describes any past, present or future Bank Holding Company job postings or employment opportunities;
15. Requires a fee for participation or to be paid by a third party for participating;
16. Openly "friend" an unknown individual or an individual with whom no correspondent relationship has been established; or
17. Communicates Bank Holding Company related policies, procedures and processes.

As a reminder, any individual of the Bank Holding Company found to be in violation of this policy will be subject to disciplinary action and/or termination, removal from or omission of re-nomination to the Board of Directors and possible financial restitution. In addition, it is the responsibility of any individual who knows or suspects a violation of this policy to immediately report the matter to their direct supervisor or by other methods in accordance with the Bank Holding Company's Whistleblower Policy topic of this policy.

Personal Social Media or Networking Site or Blog Participation

It is the policy of the Bank Holding Company to respect the right of the individuals of the Bank Holding Company to participate in social media and networking resources on their own personal time, and the Bank Holding Company does not discourage or discriminate against such activity of self-expression, public conversation, and for other lawful purposes. An individual of the Bank Holding Company that participates in a social media and networking site, publishes a blog, posts a comment, or shares an image in a personal capacity outside of official Bank Holding Company business is generally protected by the rights of privacy and free speech when conducting such activity and/or using a personal e-mail address. However, any personal comments, viewpoints or opinions published within such public forums must never be attributed to, connected with, or have the appearance of being endorsed by, or originated from, the Bank Holding Company. In the event an individual of the Bank Holding Company chooses to list their affiliation with the Bank Holding Company, the individual must make it clear that the views are personal, and may not reflect the Bank Holding Company's views and opinions. At a minimum, one of the following legal disclaimer statements should be used:

> "The postings on this social media and networking site are my own personal views and opinions, and do not reflect the views and opinions of GBank Financial Holdings Inc."
>
> "LEGAL DISCLAIMER STATEMENT: This is a personal social media and networking site, which was created, implemented and maintained on my own personal time and solely reflects my personal views and opinions. Any statements listed on this site do not represent the views, opinions, or policies of my past, current, or future employer, or any other organization or entity of which I may be affiliated with. All content on this personal social media and networking site is copyrighted."

The use of either legal disclaimer does not by itself exempt individuals of the Bank Holding Company from adhering to this policy. An individual of the Bank Holding Company is responsible for carefully considering whether their personal thoughts may be misunderstood as expressing those of the Bank Holding Company, and assume at all times that their view or opinion will openly be read by the public.

Monitoring

It is the policy of the Bank Holding Company that all approved social media and networking resources belonging to the bank are monitored regularly and prompt corrective action be taken when an issue arises that place, or has potential to place, the Bank Holding Company at risk. As such, it is the responsibility of designated management personnel who are acting as a social media and networking site administrator to:

1. Conduct a daily review of site activity and content for exploitation or misuse;
2. Establish and maintain a documented process, including any technical capability outside of the Bank Holding Company's network, to verify that postings meet the rules established under this policy in the event the site allows the public to post comments, links or other material directly. Posts deemed technically harmful or inappropriate are to be fully documented and then removed;
3. Monitoring employee use of social media and social networking websites belonging to the bank;
4. Promptly track, respond and monitor any complaints received via social media and networking; and
5. Immediately report perceived or known compromises to the Bank Holding Company's information system resources to Executive Management, which may include activation of the Bank Holding Company's Incident Response and Preparedness Plan.

In the event authorized personnel are unsure how to respond to, or are concerned about the appropriateness of any statement or posting, the matter is to be referred to their immediate supervisor or Executive Management for assistance before any reply or action is taken.

19. **WHISTLEBLOWER POLICY**

Policy Statement

It is the policy of the Bank Holding Company to establish a "Whistleblower Policy" to protect such conduct by individuals of the Bank Holding Company and to provide such remedies for alleged improper actions against the Bank Holding Company.

It is the policy of the Bank Holding Company:
1. To encourage the reporting by its personnel of improper action taken by Bank Holding Company officers or employees;
2. To protect individuals of the Bank Holding Company who have reported improper actions in accordance with this policy; and
3. To provide a voluntary, secure and confidential method of reporting improper actions against the Bank Holding Company to an independent third party.

The Bank Holding Company encourages the reporting of improper action taken by any individual of the Bank Holding Company, and the reporting of retaliatory actions for such reporting. The Bank Holding Company encourages initial reporting to an employee's immediate supervisor, Executive Management, the Board of Directors, and/or an independent third party to allow for expeditious resolution of all such matters and to minimize any adverse impacts of the improper action. This policy states the Bank Holding Company's procedures for reporting improper action and for protecting employees against retaliatory actions.

Authority and Responsibility

The Board of Directors has designated Executive Management of the Bank Holding Company to implement and oversee this policy for:
1. Reporting improper actions; and
2. Protecting personnel against retaliatory actions.

This policy is to be permanently posted where all individuals of the Bank Holding Company have reasonable access and is to be made available to any director, officer or employee upon request. Executive Management is responsible for providing training and education to all Bank officers and employees. Each supervisor is responsible for ensuring this policy is fully implemented within their area of responsibility. Violations of this policy may result in appropriate disciplinary action, including, but not limited to, termination.

This policy is reviewed and approved by the Bank Holding Company's Board of Directors on an annual basis.

Definitions

1. Abuse of Authority. Intentional misuse of power or position by an individual of the Bank Holding Company for an improper purpose.
2. Emergency. A circumstance that if not immediately changed may cause harm or injury to persons or property.
3. Good Faith. After a reasonable investigation of facts available to the individual of the Bank Holding Company, and after due consideration, an honestly held belief that there was improper conduct.
4. Gross Waste. A significant or recurring intentional misuse of funds, this does not include unintentional errors.

5. Improper Action. Any action undertaken in the performance of an officer's or employee's official duties, whether or not the action is within the scope of an employee's employment that:
   A. Is in violation of any federal, state or local law or rule;
   B. Is an abuse of authority with substantial adverse impact to the Bank Holding Company, customer, or public interest;
   C. Is a substantial and specific danger to the public health or safety; or
   D. Is a gross waste of Bank Holding Company funds or property;

   Improper action does not include actions including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of applicable collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any other action taken under authority of state law. Employees are to direct any issue in this respect directly to Executive Management.

6. Retaliatory Action. Any adverse change in a Bank Holding Company employee's employment status or in the terms and conditions of an employee's employment based on the reporting by an employee of improper actions, including , but not limited to:
   A. The denial of adequate personnel to perform duties;
   B. Frequent replacement of members of the staff;
   C. Frequent and undesirable changes in the location of an office;
   D. The refusal to assign meaningful work;
   E. The issuance of letters of reprimand or evaluations of poor performance;
   F. A demotion;
   G. A reduction in pay;
   H. The denial of a promotion;
   I. A suspension;
   J. A dismissal;
   K. A transfer;
   L. Frequent changes in working hours or workdays; or
   M. If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the employee.

7. Rule. Any order, directive, regulation, or law, the violation of which subjects a person to a penalty or administrative sanction.

Improper Action Reporting Procedures

If warranted, appropriate agencies responsible for the enforcement of federal, state and local law are to be contacted to investigate improper action. Employees having questions about these agencies or other procedures for reporting improper action are encouraged to contact their immediate supervisor, follow the chain of command of Bank Holding Company Management, or contact the Chairman of the Audit Committee, if required.

Bank Holding Company employees who obtain knowledge of facts demonstrating improper actions should raise the issue first with their immediate supervisor, or the chain of command of Bank Holding Company Management, or the Chairman of the Audit Committee. If requested by a supervisor or other member of Bank Holding Company management, an employee reporting an improper action is to submit a written report to the appropriate level of authority and Executive Management stating in detail the basis for their belief that an improper action has occurred. In the case of an emergency or to maintain a high level of secure confidentiality, an employee may report the improper action directly to a person or entity who is not the person's supervisor, Bank Holding Company Management, or Chairman of the Audit Committee. In all other cases, an employee must first follow the reporting procedure outlined above.

Bank Holding Company employees who fail to make a good faith attempt to follow this policy in reporting improper action shall not receive the protections provided under this policy. Employees who make false reports may be subject to the disciplinary actions including, but not limited to, termination.

A supervisor or other member of Bank Holding Company management is to take prompt action to properly investigate the report of improper action. Bank Holding Company officers and employees involved in the investigation are to keep the identity of a reporting employee confidential to the extent possible, unless the employee authorizes the disclosure of their identity in writing. An employee reporting the improper action is to be advised of the summary of the results of the investigation with the exception of any personnel actions taken as a result of the investigation which must be kept confidential.

Retaliatory Action Procedures

Individual of the Bank Holding Company are prohibited from taking retaliatory action against a director, officer or employee because they have in good faith reported an improper action in accordance with this policy. Specifically, an individual of the Bank Holding Company shall not directly or indirectly use or attempt to use their official authority to harass, threaten, coerce, command, influence, intimidate, or threaten another director, officer or employee in an effort to interfere or prevent the disclosure of information concerning improper action.

For purposes of this section of the policy, use of "official authority or influence" includes taking, directing others to take, recommending, processing or approving any personnel action, such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.

Nothing in this policy prohibits an individual of the Bank Holding Company from initiating proper disciplinary procedures against another director, officer or employee, as applicable, who discloses untruthful information concerning improper action.

An individual of the Bank Holding Company who believes they have been retaliated against for reporting an improper action should advise their immediate supervisor, other member of Bank Holding Company management (using the chain of command), and Executive Management. Bank Holding Company management, in conjunction with the Executive Management, is required to take appropriate action to investigate and address complaints of retaliation. It is against Bank Holding Company policy if a supervisor or other member of Bank Holding Company management does not satisfactorily resolve a retaliation complaint. The individual may obtain protection under this policy by providing a written notice to the Board of Directors specifying the alleged retaliatory action, and the relief requested.

An individual of the Bank Holding Company may request a hearing before Executive Management to establish that a retaliatory action occurred and to obtain appropriate relief provided by this policy after receiving a response to the written notice submitted to Executive Management. Executive Management shall conduct a hearing with the individual within 3 days. The individual complaining of retaliation must prove their claim by a preponderance of the evidence in the hearing. Executive Management is to issue a final decision after the hearing. Executive Management has the authority to grant an individual’s reinstatement to their job position, with or without back pay, if administrative leave was granted. Executive Management may issue such injunctive relief as may be found necessary to return an individual to the position held before the retaliatory action and to prevent any recurrence. Executive Management will consider any recommendation from a corporate official that the retaliator be suspended with or without pay, or terminated.

20. AUDIT POLICY

The Bank Holding Company has designated Executive Management to conduct an independent and periodic review of selfserving practices and conflicts of interest to ensure that an adequate system of internal controls in addition to compliance with this and other policies and procedures are maintained. With the same respect, the Bank Holding Company has engaged the services of an independent consultant to provide a comprehensive and independent audit review on an annual basis. Results of the audit are reported to the Board of Directors Audit Committee and Executive Management. It is the responsibility of the Executive Management to take appropriate action to correct any exceptions found as a result of the audit.

21. **STAFF TRAINING**

General

The Bank Holding Company is required to ensure that all individuals of the Bank Holding Company receive training on the directives of this policy on a scheduled basis. Training is to include regulatory requirements and the Bank Holding Company's internal policies, procedures and processes. At a minimum, the Bank Holding Company's training program must provide training tailored to the person's specific responsibilities. In addition, this policy is updated annually and provided to all Bank Holding Company employees. Documentation of staff trained, and the dates of training are to be maintained by the Bank as a matter of record.

Board of Directors

It is the responsibility of the Officer to keep the Board of Directors and Executive Management informed of changes and new developments with respect to this policy, including its related laws and regulations. While the Board of Directors may not require the same degree of training as certain individuals of the Bank Holding Company, they are required to understand the importance of its directives and regulatory requirements, the ramifications of noncompliance, and the risks posed to the Bank Holding Company.

Bank Holding Company Procedures

It is the responsibility of Executive Management to ensure that all Bank Holding Company staff receive appropriate training regarding compliance and the directives of this policy on an annual basis.

All officers of the Bank Holding Company are responsible for the complete comprehension of this policy and verifying their employees understand their responsibilities. Designated members of Bank Holding Company management are to periodically attend educational programs related to code of ethics related subject matter.

If at any time an employee has difficulty with a customer or is uncertain about the proper method of handling a situation or transaction, they should refer the issue to their immediate supervisor or contact Executive Management for further clarification.

22. **RETENTION OF DOCUMENTATION**

In general, it is the policy of the Bank Holding Company to require the honest and accurate recording and reporting of information in order to make responsible business decisions. As such, the Bank Holding Company requires that all individuals of the Bank Holding Company comply with all applicable industry regulations and state and federal laws relating to document retention and destruction. In addition, if a legal proceeding has begun (or when one is threatened or reasonably likely), federal and state obstruction of justice statutes require the Bank Holding Company to preserve documents relevant to the issues in that proceeding even before specific documents are requested. Any individual of the Bank Holding Company who fails to comply with this policy, in addition to related industry regulations and state and federal laws, is subject to termination or removal and may also face criminal or civil prosecution, with possible fines and prison terms.

Many individuals of the Bank Holding Company regularly use business expense accounts, which must be documented and recorded accurately.

All of the Bank Holding Company's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect the Bank Holding Company's transactions and must conform both to applicable legal requirements and to the Bank Holding Company's system of internal controls. All individuals of the Bank Holding Company are responsible to report to the Bank Holding Company any questionable accounting or auditing matters that may come to their attention. Business records and communications often become public, and individuals of the Bank Holding Company are to avoid exaggeration, derogatory remarks, guesswork or inappropriate characterizations of people and companies that can be misunderstood. This policy applies to electronic communications, internal memorandums, formal reports, and other similar types of correspondences. Records must be retained or destroyed according to the Bank Holding Company's various record retention policies

All documentation with relation to the Bank Holding Company's Code of Ethics program or this policy will be retained by Executive Management for 5 years.

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EXHIBIT 21.1

Subsidiaries of the Registrant

1. GBank, a Nevada corporation