

SECOND AMENDMENT TO CREDIT CARD MARKETING AND RECEIVABLES PURCHASE AGREEMENT

This Second Amendment (this "Amendment") to the Credit Card Marketing and Receivables Purchase Agreement dated March 7, 2014 (together with any Amendments and Addendums hereto, the "Agreement"), is made effective as of the 31st day of March, 2022, by and between Newtown Savings Bank, a Connecticut savings bank ("Client") and Pinnacle Bank, a Tennessee banking corporation ("Issuer"). Each party may be referred to herein as a "Party" or collectively as "Parties". Capitalized terms used in this Amendment that are not defined herein shall have the meaning set forth in the Agreement.

RECITALS

WHEREAS, the Parties have entered into the Agreement to facilitate Client's marketing of credit card accounts owned by the Issuer and purchase of all related receivables;

WHEREAS, the Parties would like to revise the Agreement to extend the term and to provide for the issuance of additional consumer and business World Card and Low Rate card products in connection with the Program; and

WHEREAS, the Issuer and Client desire to set forth this amendment to the Agreement in writing;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

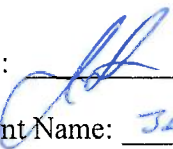
1. The first sentence of Section 11.1 of the Agreement is deleted in its entirety and replaced with the following:

"Section 11.1 Term and Expiration. The term of this Agreement shall commence on the Effective Date and continue through March 31, 2024 (the "Initial Term") unless terminated earlier as provided below."

2. Exhibit 2 of the Agreement is expanded as provided on the attached to include new Consumer and Business World Card and Low Rate Card Products and Pricing.
3. Except as modified herein, the terms and provisions of the Agreement are in full force and effect.

WHEREFORE, the parties hereto intend to be bound as of March 31, 2022.

Pinnacle Bank

By: 
Print Name: JAMES SWEENEY
Title: SVP

Newtown Savings Bank

By: 
Print Name: Kenneth L. Lusk
Title: President + CEO

**Exhibit 2 – Expansion
Initial Products and Pricing**

Product Name	Consumer Platinum Low Rate (new 9/2019)	Business Platinum Low Rate (new 9/2019)
Annual Fee (\$)	\$99 Yearly	\$99 Yearly
Purchases: Intro Rate/Term	None	None
Balance Transfers: Intro Rate/Term	None	None
Other Intro Offers (Bonus points, etc.)	Zero balance transfer fee for the first 6 months after card opening; then \$10 or 1%, whichever is higher	Zero balance transfer fee for the first 6 months after card opening; then \$10 or 1%, whichever is higher
Purchases: Go To Rate(s): Variable	Prime + 2.99%	Prime + 2.99%
Cash: Go To Rate(s)	23.99% Fixed	23.99% Fixed
Cash Credit Line	25% of Total Credit Line	25% of Total Credit Line
Penalty Rate	None	None
BT Fee (%)	1%	1%
BT Fee (Min \$)	\$10	\$10
BT Fee (Max \$)	None	None
Cash Advance Fee (%)	4%	4%
Cash Advance Fee (Min \$)	\$10	\$10
Cash Advance Fee (Max \$)	None	None
Late Fee (\$)	None	None
Return Payment Fee (\$)	\$25 for first occurrence in a six-month period; \$35 for additional occurrences; not to exceed more than min pay amount; do not charge if balance less than \$100; do not charge if returned payment results in late fee	\$35
Overlimit Fee (\$)	None	\$35 (do not charge if less than \$100 overlimit)
Expedited Card Fee (\$)	\$30 per card	\$30 per card
Other Fees/Features		
Minimum Interest Charge (\$)	\$1.00	\$1.00
Foreign Exchange Fee (%)	1.5%	1.5%
Minimum Payment	The Minimum Payment you must pay by the due date after each Billing Cycle will include all past due and overlimit amounts for your Account, plus the greater of: (a) \$25.00 or any lesser amount that would pay the New Balance in full; (b) 2.0% of the New Balance; or (c) 1.0% of the New Balance, plus all Interest Charges and Fees due for the Billing Cycle shown on your Statement.	The Minimum Payment you must pay by the due date after each Billing Cycle will include all past due and overlimit amounts for your Account, plus the greater of: (a) \$50.00 or any lesser amount that would pay the New Balance in full; (b) 3.0% of the New Balance; or (c) 1.5% of the New Balance, plus all Interest Charges and Fees due for the Billing Cycle shown on your Statement.

**Exhibit 2 – Expansion
Initial Products and Pricing**

Product Name	Consumer Mastercard World (new 9/2019)	Business Mastercard World (new 9/2019)
Annual Fee (\$)	\$95 Yearly- Fee waived in year one	\$95 Yearly- Fee waived in year one
Purchases: Intro Rate/Term	None	None
Balance Transfers: Intro Rate/Term	None	None
Other Intro Offers (Bonus points, etc.)	50,000 points after spending \$5,000 in the first 90 days (\$500 value)	50,000 points after spending \$5,000 in the first 90 days (\$500 value)
Purchases: Go To Rate(s): Variable	Prime + 9.74% - 16.74% (based on credit score)	Prime + 9.74% - 16.74% (based on credit score)
Cash: Go To Rate(s)	23.99% Fixed	23.99% Fixed
Cash Credit Line	25% of Total Credit Line	25% of Total Credit Line
Penalty Rate	None	None
BT Fee (%)	3%	3%
BT Fee (Min \$)	\$10	\$10
BT Fee (Max \$)	None	None
Cash Advance Fee (%)	4%	4%
Cash Advance Fee (Min \$)	\$10	\$10
Cash Advance Fee (Max \$)	None	None
Late Fee (\$)	\$25 for first occurrence in a six-month period; \$35 for additional occurrences; not to exceed more than min pay amount; do not charge if balance is less than \$100; do not charge if returned payment results in a late fee	\$25 on balances up to \$500; \$35 on balances of \$500 or more. Do not charge if balance less than \$100.
Return Payment Fee (\$)	\$25 for first occurrence in a six-month period; \$35 for additional occurrences; not to exceed more than min pay amount; do not charge if balance less than \$100; do not charge if returned payment results in late fee	\$35
Overlimit Fee (\$)	None	\$35 (do not charge if less than \$100 overlimit)
Expedited Card Fee (\$)	\$30 per card	\$30 per card
Other Fees/Features	3x points on travel and dining 2x points on gasoline 1 point for everything else	3x points on travel and dining 2x points on gasoline 1 point for everything else
Minimum Interest Charge (\$)	\$1.00	\$1.00
Foreign Exchange Fee (%)	1.5%	None
Minimum Payment	The Minimum Payment you must pay by the due date after each Billing Cycle will include all past due and overlimit amounts for your Account, plus the greater of: (a) \$25.00 or any lesser amount that would pay the New Balance in full; (b) 2.0% of the New Balance; or (c) 1.0% of the New Balance, plus all Interest Charges and Fees due for the Billing Cycle shown on your Statement.	The Minimum Payment you must pay by the due date after each Billing Cycle will include all past due and overlimit amounts for your Account, plus the greater of: (a) \$50.00 or any lesser amount that would pay the New Balance in full; (b) 3.0% of the New Balance; or (c) 1.5% of the New Balance, plus all Interest Charges and Fees due for the Billing Cycle shown on your Statement.