

Section 1: 10-K (10-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

ANNUAL REPORT
PURSUANT TO SECTIONS 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

(Mark One)

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended: December 31, 2019 or

[] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 000-51338

PARKE BANCORP, INC.

(Exact name of Registrant as specified in its Charter)

New Jersey

(State or other Jurisdiction of
Incorporation or Organization)

65-1241959

(I.R.S. Employer Identification No.)

601 Delsea Drive, Washington Township, New Jersey

(Address of Principal Executive Offices)

08080

(Zip Code)

Registrant’s telephone number, including area code: 856-256-2500

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, \$0.10 par value	PKBK	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☐ NO ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer”, “accelerated filer”, “smaller reporting company” and emerging growth company in Rule 12b-2 of the Exchange Act. (Check one):

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 compliance with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act).

YES ☐ NO ☒

The aggregate market value of the voting stock held by non-affiliates of the Registrant, based on the closing price of the Registrant's common stock as quoted on the Nasdaq Capital Market on June 28, 2019, was approximately \$213.2 million.

As of March 1, 2020 there were 10,772,057 outstanding shares of the Registrant's common stock.

DOCUMENTS INCORPORATED BY REFERENCE

1. Portions of the Annual Report to Shareholders for the Fiscal Year Ended December 31, 2019 (Parts II and IV)
2. Portions of the Proxy Statement for the 2020 Annual Meeting of Shareholders. (Part III)

FORM 10-K

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2019

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Forward-Looking Statements

Parke Bancorp, Inc. (the “Company”) may from time to time make written or oral “forward-looking statements,” including statements contained in the Company’s filings with the Securities and Exchange Commission (including this Annual Report on Form 10-K and the exhibits hereto), in its reports to shareholders and in other communications by the Company, which are made in good faith by the Company pursuant to the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995.

These forward-looking statements involve risks and uncertainties, such as statements of the Company’s plans, objectives, expectations, estimates and intentions that are subject to change based on various important factors (some of which are beyond the Company’s control). The following factors, among others, could cause the Company’s financial performance to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements: the strength of the United States economy in general and the strength of the local economies in which the Company’s wholly-owned subsidiary, Parke Bank (the “Bank”), conducts operations; the effects of, and changes in, trade, monetary and fiscal policies and laws, including interest rate policies of the Board of Governors of the Federal Reserve System, inflation, interest rates, market and monetary fluctuations; the timely development of and acceptance of new products and services of the Bank and the perceived overall value of these products and services by users, including the features, pricing and quality compared to competitors’ products and services; the impact of changes in financial services’ laws and regulations (including laws concerning taxes, banking, securities and insurance); the effect of any change in federal government enforcement of federal laws affecting the medical-use cannabis industry; technological changes; changes in consumer spending and saving habits; and the success of the Company at managing the risks resulting from these factors.

The Company cautions that the listed factors are not exclusive. The Company does not undertake to update any forward-looking statement, whether written or oral, that may be made from time to time by or on behalf of the Company.

As used the Form 10-K, the terms "Parke Bancorp", "the Company", "registrant", "we", "us", and "our" mean Parke Bancorp Inc. and its subsidiaries, on a consolidated basis, unless the context indicates otherwise.

PART I

Item 1. Business

General

We are a bank holding company incorporated under the laws of the State of New Jersey in January 2005. Our business and operations primarily consist of our ownership of Parke Bank. The Bank is a full service commercial bank and is chartered by the New Jersey Department of Banking and insured by the Federal Deposit Insurance Corporation (“FDIC”). The Bank conducts its business through offices in Gloucester, Atlantic and Cape May Counties in New Jersey and the Philadelphia area in Pennsylvania.

We, through our wholly owned subsidiary Parke Bank, provide personal and business financial services to individuals and small to mid-sized businesses. We offer a range of loan products, deposits services, and other financial products through our retail branches and other channels to our customers. Our core lending businesses are commercial real estate lending, residential real estate lending, and construction lending. We also offers a variety of commercial and industry loan and consumer loan products to our customers. We fund our lending business primarily with deposits generated through retail deposits and commercial relationships. Our deposit products include checking, savings, money market deposit, time deposits, and other traditional deposit services. In addition to traditional products and services, we offer contemporary products and services, such as debit cards, internet banking and online bill payment.

We commenced operations on June 1, 2005, upon completion of the reorganization of the Bank into the holding company form of ownership following approval of the reorganization by shareholders of the Bank at its 2005 Annual Meeting of Shareholders. Our headquarters is located at 601 Delsea Drive, Washington Township, New Jersey. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, are available for free of charge at www.parkebank.com as soon as reasonably practicable after they are electronically filed with or furnished to the Securities and Exchange Commission (SEC). Investors are encouraged to access these reports and other information about our business on our website.

At December 31, 2019, we had total assets of \$1.68 billion, including loans \$1.42 billion, total deposits of \$1.34 billion and total equity of \$179.4 million.

Market Area

Substantially all of the Bank's business is with customers in its market areas of Southern New Jersey and the Philadelphia area of Pennsylvania. We have carefully expanded our lending footprint in other areas also. Most of the Bank's customers are individuals and small and medium-sized businesses which are dependent upon the regional economy. Adverse changes in economic and business conditions in the Bank's markets could adversely affect the Bank's borrowers, their ability to repay their loans and to borrow additional funds, and consequently the Bank's financial condition and performance.

Additionally, most of the Bank's loans are secured by real estate located in Southern New Jersey and the Philadelphia area. A decline in local economic conditions could adversely affect the values of such real estate. Consequently, a decline in local economic conditions may have a greater effect on the Bank's earnings and capital than on the earnings and capital of larger financial institutions whose real estate loan portfolios are more geographically diverse.

Competition

The Bank faces significant competition, both in making loans and attracting deposits. The Bank's competition in both areas comes principally from other commercial banks, thrift and savings institutions, including savings and loan associations and credit unions, and other types of financial institutions, including brokerage firms and credit card companies. The Bank faces additional competition for deposits from short-term money market mutual funds and other corporate and government securities funds.

Most of the Bank's competitors, whether traditional or nontraditional financial institutions, have a longer history and significantly greater financial and marketing resources than does the Bank. Among the advantages certain of these institutions have over the Bank are their ability to finance wide-ranging and effective advertising campaigns, to access international money markets and to allocate their investment resources to regions of highest yield and demand. Major banks operating in the primary market area offer certain services, such as international banking and trust services, which are not offered directly by the Bank.

In commercial transactions, the Bank's legal lending limit to a single borrower enables the Bank to compete effectively for the business of individuals and smaller enterprises. However, the Bank's legal lending limit is considerably lower than that of various competing institutions, which have substantially greater capitalization. The Bank has a relatively smaller capital base than most other competing institutions which, although above regulatory minimums, may constrain the Bank's effectiveness in competing for loans.

Medical-Use Cannabis Related Business

We provide banking services to customers that are licensed by various States to do business in the medical-use cannabis industry as growers, processors and dispensaries. Medical-use cannabis businesses are legal in these States, although it is not legal at the federal level. The U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") published guidelines in 2014 for financial institutions servicing state legal cannabis businesses. A financial institution that provides services to cannabis-related businesses can comply with Bank Secrecy Act ("BSA") disclosure standards by following the FinCEN guidelines. We maintain stringent written policies and procedures related to the acceptance of such businesses and to the monitoring and maintenance of such business accounts. We conduct a significant due diligence review of the cannabis business before the business is accepted, including confirmation that the business is properly licensed by the applicable state. Throughout the relationship, we continue monitoring the business, including site visits, to ensure that the business continues to meet our stringent requirements, including maintenance of required licenses and periodic financial reviews of the business.

While we believe we are operating in compliance with the FinCEN guidelines, there can be no assurance that federal enforcement guidelines will not change. Federal prosecutors have significant discretion and there can be no assurance that the federal prosecutors will not choose to strictly enforce the federal laws governing cannabis. Any change in the Federal government's enforcement position, could cause us to immediately cease providing banking services to the cannabis industry.

At December 31, 2019 and 2018, deposit balances from medical-use cannabis customers were approximately \$129.2 million and \$253.8 million, or 9.6% and 21.4% of total deposits, respectively, with two customers accounting for 13.6% and 65.9% of the total at December 31, 2019 and 2018. At December 31, 2019 and 2018, there were cannabis-related loans in the amounts of \$5.5 million and \$970,000, respectively. We recorded approximately \$183,000 and \$51,000 of interest incomes in 2019 and 2018, respectively, related to these loans.

Lending Activities

Our lending relationships are primarily with small to mid-sized businesses and individual consumers residing in and around Southern New Jersey and Philadelphia, Pennsylvania. Our lending activities consist primarily of the following:

Commercial and Industrial Loans. The Bank originates secured loans for business purposes. Loans are made to provide working capital to businesses in the form of lines of credit, which may be secured by accounts receivable, inventory, equipment or other assets. The financial condition and cash flow of commercial borrowers are closely monitored by means of corporate financial statements, personal financial statements and income tax returns. The frequency of submissions of required financial information depends on the size and complexity of the credit and the collateral that secures the loan. The Bank's general policy is to obtain personal guarantees from the principals of the commercial loan borrowers. Such loans are made to businesses located in the Bank's market area.

Commercial business loans generally involve a greater degree of risk than residential mortgage loans and carry larger loan balances. This increased credit risk is a result of several factors, including the concentration of principal in a limited number of loans and borrowers, the mobility of collateral, the effects of general economic conditions and the increased difficulty of evaluating and monitoring these types of loans. Unlike residential mortgage loans, which generally are made on the basis of the borrower's ability to make repayment from his or her employment and other income and which are secured by real property the value of which tends to be more easily ascertainable, commercial business loans typically are made on the basis of the borrower's ability to make repayment from the cash flow of the borrower's business. As a result, the availability of funds for the repayment of commercial business loans may be substantially dependent on the success of the business itself and the general economic environment. If the cash flow from business operations is reduced, the borrower's ability to repay the loan may be impaired.

Construction Loans. The Bank originates construction loans to individuals and real estate developers in its market area. The advantages of construction lending are that the market is typically less competitive than more standard mortgage products, the interest rate typically charged is a variable rate, which permits the Bank to protect against sudden changes in its costs of funds, and the fees or "points" charged by the Bank to its customers can be amortized over the shorter term of a construction loan, typically, one to two years, which permits the Bank to recognize income received over a shorter period of time.

The Bank provides interim real estate acquisition development and construction loans to builders and developers. Construction loans to provide interim financing on the property are based on acceptable percentages of the appraised value of the property securing the loan in each case. Construction loan funds are disbursed periodically at pre-specified stages of completion. Interest rates on these loans are generally adjustable. The Bank carefully monitors these loans with on-site inspections and control of disbursements. These loans are generally made on properties located in the Bank's market area.

Construction loans are secured by the properties under development and personal guarantees are typically obtained. Further, to assure that reliance is not placed solely on the value of the underlying property, the Bank considers the financial condition and reputation of the borrower and any guarantors, the amount of the borrower's equity in the project, independent appraisals, costs estimates and pre-construction sale information.

Loans to residential builders are for the construction of residential homes for which a binding sales contract exists and the prospective buyers have been pre-qualified for permanent mortgage financing. Loans to residential developers are made only to developers with a proven sales record. Generally, these loans are extended only when the borrower provides evidence that the lots under development will be sold to potential buyers satisfactory to the Bank.

The Bank also originates loans to individuals for construction of single family dwellings. These loans are for the construction of the individual's primary residence. They are typically secured by the property under construction, occasionally include additional collateral (such as a second mortgage on the borrower's present home), and commonly have maturities of six to twelve months.

Construction financing is labor intensive for the Bank, requiring employees of the Bank to expend substantial time and resources in monitoring and servicing each construction loan to completion. Construction financing is generally considered to involve a higher degree of risk of loss than long-term financing on improved, occupied real estate. Risk of loss on a construction loan is dependent largely upon the accuracy of the initial estimate of the property's value at completion of construction and development, the accuracy of projections, such as the sales of homes or the future leasing of commercial space, and the accuracy of the estimated cost (including interest) of construction. Substantial deviations can occur in such projections. During the construction phase, a number of factors could result in delays and cost overruns. If the estimate of construction costs proves to be inaccurate, the Bank may be required to advance funds beyond the amount originally committed to permit completion of the

development. If the estimate of value proves to be inaccurate, the Bank may be confronted, at or prior to the maturity of the loan, with a project having a value which is insufficient to assure full repayment. Also, a construction loan that is in default can cause problems for the Bank such as selecting replacement builders for a project, considering alternate uses for the project and site and handling any structural and environmental issues that might arise.

Commercial Real Estate Mortgage Loans. The Bank originates mortgage loans secured by commercial real estate. Such loans are primarily secured by office buildings, retail buildings, warehouses and general purpose business space. Although terms may vary, the Bank's commercial mortgages generally have maturities of twenty years, but re-price within five years.

Loans secured by commercial real estate are generally larger and involve a greater degree of risk than one-to four-family residential mortgage loans. Of primary concern in commercial and multi-family real estate lending is the borrower's creditworthiness and the feasibility and cash flow potential of the project. Payments on loans secured by income properties are often dependent on the successful operation or management of the properties. As a result, repayment of such loans may be subject to a greater extent than residential real estate loans to adverse conditions in the real estate market or the economy.

The Bank seeks to reduce the risks associated with commercial mortgage lending by generally lending in its primary market area and obtaining periodic financial statements and tax returns from borrowers. It is also the Bank's general policy to obtain personal guarantees from the principals of the borrowers and assignments of all leases related to the collateral.

Residential Real Estate Mortgage Loans. The Bank originates adjustable and fixed-rate residential mortgage loans. Such mortgage loans are generally originated under terms, conditions and documentation acceptable to the secondary mortgage market. Although the Bank has placed all of these loans into its portfolio, a substantial majority of such loans can be sold in the secondary market or pledged for potential borrowings.

Consumer Loans. The Bank offers a variety of consumer loans. These loans are typically secured by residential real estate or personal property, including automobiles. Home equity loans (closed-end and lines of credit) are typically made up to 80% of the appraised or assessed value of the property securing the loan in each case, less the amount of any existing prior liens on the property, and generally have maximum terms of ten years. The interest rates on second mortgages are generally fixed, while interest rates on home equity lines of credit are variable.

Loans to One Borrower and Concentration of Loans. Federal regulations limit loans to one borrower in an amount equal to 15% of unimpaired capital and unimpaired surplus. At December 31, 2019, the Bank's loan to one borrower limit was approximately \$32.1 million and the Bank had no borrowers with loan balances in excess of this amount. At December 31, 2019, the Bank's largest loan to one borrower was a combination loan/line of credit with a balance of loan and line of credit of \$21.8 million that were secured by mix of real estate, construction assets and other commercial assets. At December 31, 2019, These loans were current and performing in accordance with the terms of the loan agreement.

The size of loans which the Bank can offer to potential borrowers is less than the size of loans which many of the Bank's competitors with larger capitalization are able to offer. The Bank may engage in loan participations with other banks for loans in excess of the Bank's legal lending limits. However, no assurance can be given that such participations will be available at all or on terms which are favorable to the Bank and its customers.

The Bank establishes policies and methods for determining concentrations of credit risk and maintain discipline in the lending with a focus on portfolio diversification. The Bank limits on loans to one borrower, one industry as well as product concentrations. At December 31, 2019, the Bank's loan portfolio consists of residential, commercial real estate loans, construction loans, commercial and industry loans as well as consumer loans.

Non-Performing and Problem Assets

Non-Performing Assets. Non-accrual loans are loans on which the accrual of interest has ceased. Loans are generally placed on non-accrual status if, in the opinion of management, collection is doubtful, or when principal or interest is past due 90 days or more unless the collateral is considered sufficient to cover principal and interest and the loan is in the process of collection. Interest accrued, but not collected at the date a loan is placed on non-accrual status, is reversed and charged against interest income. Subsequent cash receipts are applied either to the outstanding principal or recorded as interest income, depending on management's assessment of ultimate collectability of principal and interest. Loans are returned to an accrual status when the borrower's ability to make periodic principal and interest payments has returned to normal (i.e., brought current with respect to principal or interest or restructured) and the paying capacity of the borrower and/or the underlying collateral is deemed sufficient to cover principal and interest.

A loan is considered impaired when, based on current information and events, it is probable that the Bank will be unable to collect the scheduled payments of principal or interest when due according to the contractual terms of the loan agreement. Impaired loans are measured based on the present value of expected future discounted cash flows, the market price of the loan or the fair value of the underlying collateral if the loan is collateral dependent. The recognition of interest income on impaired loans is the same as for non-accrual loans discussed above. Total impaired loans, which include non-accrual loans and performing troubled debt restructurings (“TDRs”), were \$22.1 million, \$21.9 million, \$25.5 million, \$36.4 million, and \$42.2 million at December 31, 2019, 2018, 2017, 2016, and 2015 respectively. Included in impaired loans at December 31, 2019, 2018, 2017, 2016, and 2015 were \$17.0 million, \$18.8 million, \$21.2 million, \$28.1 million, and \$32.2 million, respectively, of loans classified as TDRs as defined within accounting guidance and regulatory literature.

The following table sets forth information regarding non-accrual loans at the dates indicated.

	At December 31,				
	2019	2018	2017	2016	2015
	(Amounts in thousands, except percentages)				
Loans accounted for on a non-accrual basis:					
Commercial and Industrial	\$ 286	\$ 14	\$ 17	\$ 159	\$ 740
Construction	1,365	1,365	1,392	3,241	5,204
Real Estate Mortgage:					
Commercial - Owner Occupied	2,702	—	155	430	358
Commercial - Non-Owner Occupied	70	—	597	3,958	4,002
Residential - 1 to 4 Family	925	1,686	2,292	3,095	3,255
Residential – Multifamily	—	—	—	308	—
Consumer	—	—	81	107	—
Total non-accrual loans	5,348	3,065	4,534	11,298	13,559
Accruing loans delinquent 90 days or more:					
Commercial and Industrial	—	—	—	—	—
Construction	—	—	—	—	—
Real Estate Mortgage:					
Commercial - Owner Occupied	—	—	—	—	—
Commercial - Non-Owner Occupied	—	—	—	—	—
Residential - 1 to 4 Family	—	—	—	—	—
Residential – Multifamily	—	—	—	—	—
Consumer	—	—	—	—	—
Total	—	—	—	—	—
Total non-performing loans	\$ 5,348	\$ 3,065	\$ 4,534	\$ 11,298	\$ 13,559
Total non-performing loans as a percentage of loans	0.38%	0.25%	0.45%	1.30%	1.79%

As of December 31, 2019, there was \$6.4 million in loans which were not then on non-accrual status or a TDR but where known information about possible credit problems of borrowers causes management to have serious doubts as to the ability of such borrowers to comply with the present loan repayment terms and which may result in disclosure of such loans as non-performing in the future.

When a loan is more than 30 days delinquent, the borrower is contacted by mail or phone and payment is requested. If the delinquency continues, subsequent efforts are made to contact the delinquent borrower. In certain instances, the Bank may modify the loan or grant a limited moratorium on loan payments to enable the borrower to reorganize their financial affairs. If the loan continues in a delinquent status for 90 days or more, the Bank generally will initiate foreclosure proceedings.

Loans are generally placed on non-accrual status when either principal or interest is 90 days or more past due. Interest accrued and unpaid at the time a loan is placed on non-accrual status is charged against interest income. Such interest, when ultimately collected, is applied either to the outstanding principal or recorded as interest income, depending on management’s assessment of ultimate collectability of principal and interest. At December 31, 2019, the Bank had \$5.3 million in loans that were on a non-accrual basis. Interest income of \$34,000 was recognized on these loans during the year ended December 31, 2019. Gross interest income of \$219,000 would have been recorded during the year ended December 31, 2019, if these loans had been performing in accordance with their terms.

Classified Assets. Federal Regulations provide for a classification system for problem assets of insured institutions. Under this classification system, problem assets of insured institutions are classified as substandard, doubtful or loss. An asset is considered “substandard” if it involves more than an acceptable level of risk due to a deteriorating financial condition, unfavorable history of the borrower, inadequate payment capacity, insufficient security or other negative factors within the industry, market or management. Substandard loans have clearly defined weaknesses that can jeopardize the timely payments of the loan.

Assets classified as “doubtful” exhibit all of the weaknesses defined under the Substandard Category but with enough risk to present a high probability of some principal loss on the loan, although not yet fully ascertainable in amount. Assets classified as “loss” are those considered uncollectable or of little value, even though a collection effort may continue after the classification and potential charge-off.

The Bank also internally classifies certain assets as “other assets especially mentioned” (“OAEM”); such assets do not demonstrate a current potential for loss but are monitored in response to negative trends which, if not reversed, could lead to a substandard rating in the future.

When an insured institution classifies problem assets as either “substandard” or “doubtful,” it may establish specific allowances for loan losses in an amount deemed prudent by management. When an insured institution classifies problem assets as “loss,” it is required either to establish an allowance for losses equal to 100% of that portion of the assets so classified or to charge off such amount. All of the Bank’s loans rated “substandard” and worse are also on non-accrual and deemed impaired. There were no loans classified as Doubtful at December 31, 2019.

At December 31, 2019, the Bank had assets classified as follows:

	Loan Balance	
	(Amounts in thousands)	
OAEM	\$	5,195
Substandard		11,751
	\$	16,946

Foreclosed Real Estate. Real estate acquired by the Bank as a result of foreclosure or by deed in lieu of foreclosure is classified as real estate owned until such time as it is sold. When real estate owned is acquired, it is recorded at its fair value less disposal costs. Management also periodically performs valuations of real estate owned and establishes allowances to reduce book values of the properties to their net realizable values when necessary. Any write-down of real estate owned is charged to operations. Real estate owned at December 31, 2019 was \$4.7 million. Real estate owned consisted of 9 properties, the largest being a commercial building carried at \$2.0 million as of December 31, 2019.

Allowance for Losses on Loans. It is the policy of management to estimate for possible losses on all loans in its portfolio, whether classified or not. A provision for loan losses is charged to operations based on management’s evaluation of the inherent losses estimated to have occurred in the Bank’s loan portfolio.

Management’s judgment as to the level of probable losses on existing loans is based on its internal review of the loan portfolio, including an analysis of the borrower's current financial position; the level and trends in delinquencies, non-accruals and impaired loans; the consideration of national and local economic conditions and trends; concentrations of credit; the impact of any changes in credit policy; the experience and depth of management and the lending staff; and any trends in loan volume and terms. In determining the collectability of certain loans, management also considers the fair value of any underlying collateral. However, management’s determination of the appropriate allowance level, which is based upon the factors outlined above, which are believed to be reasonable, may or may not prove to be valid. Thus, there can be no assurance that charge-offs in future periods will not exceed the allowance for loan losses or that additional increases in the allowance for loan losses will not be required.

The following table sets forth information with respect to the Bank's allowance for losses on loans at the dates and for the periods indicated.

	For the Year Ended December 31,				
	2019	2018	2017	2016	2015
	(Dollars in thousands)				
Balance at beginning of the period	\$ 19,075	\$ 16,533	\$ 15,580	\$ 16,136	\$ 18,043
Charge-offs:					
Commercial and Industrial	—	(128)	(134)	(76)	(1,554)
Construction	—	(27)	(687)	(1,081)	(2,983)
Real Estate Mortgage:					
Commercial - Owner Occupied	—	—	(430)	—	—
Commercial - Non-Owner Occupied	—	(49)	(622)	(154)	(638)
Residential - 1 to 4 Family	(56)	—	(118)	(704)	(504)
Residential - Multifamily	—	—	(50)	(45)	—
Consumer	—	(19)	—	(6)	(1)
Total charge-offs:	(56)	(223)	(2,041)	(2,066)	(5,680)
Recoveries:					
Commercial and Industrial	16	47	45	8	121
Construction	6	600	—	—	—
Real Estate Mortgage:					
Commercial - Owner Occupied	26	189	113	1	66
Commercial - Non-Owner Occupied	39	86	319	—	398
Residential - 1 to 4 Family	5	43	17	39	148
Residential - Multifamily	—	—	—	—	—
Consumer	—	—	—	—	—
Total recoveries:	92	965	494	48	733
Net charge-offs	36	742	(1,547)	(2,018)	(4,947)
Provision for loan losses	2,700	1,800	2,500	1,462	3,040
Balance at end of period	\$ 21,811	\$ 19,075	\$ 16,533	\$ 15,580	\$ 16,136
Period-end loans outstanding (net of deferred costs/fees)	\$ 1,420,749	\$ 1,241,157	\$ 1,011,717	\$ 851,953	\$ 758,501
Average loans outstanding	\$ 1,326,691	\$ 1,110,915	\$ 923,271	\$ 800,677	\$ 731,032
Allowance as a percentage of period end loans	1.54%	1.54%	1.63%	1.83%	2.13%
Loans charged off as a percentage of average loans outstanding	—%	0.02%	0.22%	0.26%	0.78%

Investment Activities

The investment policy of the Company is established by senior management and approved by the Board of Directors. It is based on asset and liability management goals and is designed to provide a portfolio of high quality investments that foster interest income within acceptable interest rate risk and liquidity guidelines. In accordance with accounting guidance, the Company classifies the majority of its portfolio of investment securities as "available for sale" with the remainder, which are municipal bonds, as "held to maturity." At December 31, 2019, the Bank's investment policy allowed investments in instruments such as: (i) U.S. Treasury obligations, (ii) U.S. government agency or government-sponsored agency obligations, (iii) local municipal obligations, (iv) mortgage-backed securities, (v) certificates of deposit, and (vi) investment grade corporate bonds, trust preferred securities and mutual funds. The Board of Directors may authorize additional investments. At December 31, 2019, no one issuer of investment securities represented 10% or more of the Company's stockholders' equity.

Sources of Funds

General. Deposits are the major external source of the Bank's funds for lending and other investment purposes. In addition to deposits, the Bank derives funds from the amortization, prepayment or sale of loans, maturities of investment securities and

operations. Scheduled loan principal repayments are a relatively stable source of funds, while deposit inflows and outflows and loan prepayments are significantly influenced by general interest rates and market conditions.

Deposits. The Bank offers individuals and businesses a wide variety of accounts, including checking, savings, money market accounts, individual retirement accounts and certificates of deposit. Total deposits were \$1.34 billion at December 31, 2019. Deposits are obtained primarily from communities that the Bank serves, however, the Bank held brokered deposits of \$130.6 million, \$92.4 million and \$83.5 million at December 31, 2019, 2018 and 2017, respectively. Brokered deposits are a more volatile source of funding than core deposits and do not increase the deposit franchise of the Bank. In a rising rate environment, the Bank may be unwilling or unable to pay a competitive rate. To the extent that such deposits do not remain with the Bank, they may need to be replaced with borrowings which could increase the Bank's cost of funds and negatively impact its interest rate spread, financial condition and results of operation. To mitigate the potential negative impact associated with brokered deposits, the Bank joined Promontory Interfinancial Network ("Promontory") during 2007 to secure an additional alternative funding source. Promontory provides the Bank an additional source of external funds through their weekly CDARSSM settlement process. The rates are comparable to brokered deposits and can be obtained within a shorter period of time than brokered deposits. The Bank's CDARSSM deposits included within the brokered deposit total amounted to \$130.6 million, \$92.4 million and \$83.5 million at December 31, 2019, 2018 and 2017, respectively.

Under FDIC regulations, insured banks that are well capitalized with examination ratings in one of the two highest categories are permitted to accept brokered deposits and are not restricted as to the rates that can be paid on such deposits. Banks that are less than well capitalized or are not in one of the two highest examination rating categories may not accept brokered deposits absent a waiver from the FDIC and may not pay interest on brokered deposits that they are permitted to accept at a rate that is more than 75 basis points greater than the average national rate paid on deposits of similar size and maturity. Pursuant to the Economic Growth, Regulatory Relief and Consumer Protection Act ("EGRRCPA") enacted in May 2018, the FDIC has amended its brokered deposit rule to exempt reciprocal deposits such as CDARS in an amount not exceeding the lesser of \$5 billion or 20% of a bank's total liabilities from the definition of brokered deposits. A bank that was well-capitalized and highly rated may continue to accept reciprocal deposits after it becomes less than well-capitalized or is no longer highly rated provided that reciprocal deposits do not exceed the average amount of reciprocal deposits as the preceding four quarter ends.

Borrowings. Borrowings consist of subordinated debt and advances from the FHLB and other parties. At December 31, 2019, we had \$134.7 million in FHLB advances with a weighted average rate of 2.79%. Outstanding advances from the FHLB had fixed rates ranging from 1.85% to 3.11% at December 31, 2019. Pursuant to collateral agreements with the FHLB, the advances are secured by qualifying loans with the FHLB. As a member of the FHLB, we are required to purchase and hold shares of capital stock in the FHLB. As of December 31, 2019, our FHLB stock investment totaled \$7.4 million. Borrowings from the FHLB outstanding during 2019, 2018, and 2017 had maturities of ten years or less. At December 31, 2019, we also had \$13.4 million of trust preferred debentures outstanding. Interest rates of these trust preferred securities are reset quarterly at base rate plus three-month LIBOR. The interest rates on \$10.3 million and \$3.1 million of the trust preferred debentures were 3.57% and 3.39%, respectively, at December 31, 2019.

The following table sets forth information regarding the Bank's FHLB advances:

	December 31,		
	2019	2018	2017
	(Amounts in thousands, except rates)		
Amount outstanding at year end	\$ 134,650	\$ 104,650	\$ 114,650
Weighted average interest rates at year end	2.41%	2.67%	1.76%
Maximum outstanding at any month end	\$ 134,650	\$ 134,650	\$ 114,650
Average outstanding	\$ 107,795	\$ 105,883	\$ 91,705
Weighted average interest rate during the year	2.79%	2.00%	1.53%

Subsidiary Activities

The largest subsidiary of the Company is the Bank. The Company has a joint venture with Bridgestone Capital LLC in PDL LLC, a joint venture formed in 2018 to originate short-term alternative real estate loan products. The Company has a 51% ownership interest in the joint venture. For the year ended December 31, 2018, the Bridgestone Capital LLC made a \$1.2 million capital contribution to PDL.

Personnel

At December 31, 2019, the Bank had 84 full-time and 17 part-time employees.

Regulation

Set forth below is a brief description of certain laws that relate to the regulation of the Bank and the Company. The description does not purport to be complete and is qualified in its entirety by reference to applicable laws and regulations.

Economic Growth, Regulatory Relief and Consumer Protection Act

On May 24, 2018, the Economic Growth, Regulatory Relief and Consumer Protection Act (“EGRRCPA”) was enacted. EGRRCPA provided targeted regulatory relief to institutions of all sizes. For community banks and their holding companies, the most significant provisions include (i) an increase in the limit for applicability of the Federal Reserve Board’s Small Bank Holding Company Policy Statement from \$1 billion to \$3 billion in total assets; (ii) an extension of the period between examinations from 12 months to 18 months for well managed institutions; (iii) the elimination of the Volcker Rule’s proprietary trading prohibitions for most community banks; (iv) the establishment of a Community Bank Leverage Ratio, which would allow community banks to satisfy all applicable capital requirements by maintaining a leverage capital ratio of between 8 and 10 percent; (v) Home Mortgage Disclosure Act (“HMDA”) relief for institutions originating fewer than 500 closed-end or 500 open-end mortgage loans in each of the preceding two calendar years provided the institutions also have a CRA rating of satisfactory or better; (vi) changes to the definition of a “brokered deposit” under the FDIC’s regulations; (vii) the creation of a safe harbor under the “ability to pay” rules and definition of “qualified mortgage” and (viii) various other regulatory relief provisions. While certain of the provisions were immediately effective, others require rulemaking with such rules in various stages of being finalized.

Holding Company Regulation

General. The Company is a bank holding company within the meaning of the Bank Holding Company Act of 1956 (the “BHC Act”), and is regulated by the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”). The Federal Reserve Board has enforcement authority over the Company and the Company’s non-bank subsidiary which also permits the Federal Reserve Board to restrict or prohibit activities that are determined to be a serious risk to the subsidiary bank. The Company is required to file periodic reports of its operations with, and is subject to examination by, the Federal Reserve. This regulation and oversight is generally intended to ensure that the Company limits its activities to those allowed by law and that it operates in a safe and sound manner without endangering the financial health of its subsidiary bank.

Under the BHCA, the Company must obtain the prior approval of the Federal Reserve before it may acquire control of another bank or bank holding company, merge or consolidate with another bank holding company, acquire all or substantially all of the assets of another bank or bank holding company, or acquire direct or indirect ownership or control of any voting shares of any bank or bank holding company if, after such acquisition, the Company would directly or indirectly own or control more than 5% of such shares.

Subsidiary banks of a bank holding company are subject to certain restrictions imposed by the BHC Act on extensions of credit to the bank holding company or any of its subsidiaries, on investments in the stock or other securities of the bank holding company or its subsidiaries, and on the taking of such stock or securities as collateral for loans to any borrower. Furthermore, under amendments to the BHC Act and regulations of the Federal Reserve Board, a bank holding company and its subsidiaries are prohibited from engaging in certain tie-in arrangements in connection with any extension of credit or provision of credit or providing any property or services. Generally, this provision provides that a bank may not extend credit, lease or sell property, or furnish any service to a customer on the condition that the customer obtain additional credit or service from the bank, the bank holding company, or any other subsidiary of the bank holding company or on the condition that the customer not obtain other credit or service from a competitor of the bank, the bank holding company, or any subsidiary of the bank.

Source of Strength Doctrine. A bank holding company is required to serve as a source of financial and managerial strength to its subsidiary banks and may not conduct its operations in an unsafe or unsound manner. In addition, it is the policy of

the Federal Reserve Board that a bank holding company should stand ready to use available resources to provide adequate capital to its subsidiary banks during periods of financial stress or adversity and should maintain the financial flexibility and capital-raising capacity to obtain additional resources for assisting its subsidiary banks. A bank holding company's failure to meet its obligations to serve as a source of strength to its subsidiary banks will generally be considered by the Federal Reserve Board to be an unsafe and unsound banking practice or a violation of the Federal Reserve Board regulations, or both.

Non-Banking Activities. The business activities of the Company, as a bank holding company, are restricted by the BHC Act and the Federal Reserve Board's bank holding company regulations. Under the BHC Act and Federal Reserve Board regulation, the Company generally may only engage in, or acquire or control voting securities or assets of a company engaged in, (1) banking or managing or controlling banks and other subsidiaries authorized under the BHC Act and (2) any BHC Act activity the Federal Reserve Board has determined to be so closely related to banking or managing or controlling banks to be a proper incident thereto. These include any incidental activities necessary to carry on those activities, as well as a lengthy list of activities that the Federal Reserve Board has determined to be so closely related to the business of banking as to be a proper incident thereto.

In addition, a bank holding company that qualifies to be treated as a "financial holding company" and submits a financial holding company notice to the Federal Reserve Board may engage in a broad range of additional activities that are (i) financial in nature or incidental to such financial activities or (ii) complementary to a financial activity and do not pose a substantial risk to the safety and soundness of depository institutions or the financial system generally. These activities include securities underwriting and dealing, insurance agency and underwriting, and making merchant banking investments. The Company has not submitted notice to the Federal Reserve Board of its intent to be deemed a financial holding company.

Regulatory Capital Requirements. The Federal Reserve has adopted capital adequacy guidelines pursuant to which it assesses the adequacy of capital in examining and supervising a bank holding company and in analyzing applications to it under the BHC Act. The Federal Reserve's capital adequacy guidelines are similar to those imposed on the Bank by the FDIC. See "Regulation of the Bank-Regulatory Capital Requirements." Under the Federal Reserve Board's Small Bank Holding Company Policy Statement, however, such regulatory capital requirements generally do not apply on a consolidated basis to a bank holding company with total assets of less than \$3 billion unless the holding company: (1) is engaged in significant nonbanking activities either directly or through a nonbank subsidiary; (2) conducts significant off-balance sheet activities (including securitization and asset management or administration) either directly or through a nonbank subsidiary; or (3) has a material amount of debt or equity securities outstanding (other than trust preferred securities) that are registered with the SEC. The Federal Reserve Board may apply the regulatory capital standards at its discretion to any bank holding company, regardless of asset size, if such action is warranted for supervisory purposes.

Dividends. The Company is subject to various restrictions relating to the payment of dividends. The Federal Reserve Board has issued guidance indicating that bank holding companies should generally pay dividends only if the company's net income available to common shareholders over the past year has been sufficient to fully fund the dividends, and the prospective rate of earnings retention appears consistent with the company's capital needs, asset quality and overall financial condition. The Federal Reserve Board's guidance also states that a bank holding company should inform and consult with its regional Federal Reserve Bank in advance of declaring or paying a dividend that exceeds earnings for the period for which the dividend is being paid or that could result in a material adverse change to the organization's capital structure.

As a majority of the Company's revenues result from dividends paid to the Company by the Bank, the Company's ability to pay dividends to our shareholders largely depends on the receipt of such dividends from the Bank. The Bank is subject to various laws and regulations limiting the amount of dividends that it can pay. Under New Jersey law, no dividend may be paid if the dividend would impair the capital stock of the Bank. In addition, no dividend may be paid unless the Bank would, after payment of the dividend, have a surplus of at least 50% of its capital stock (or if the payment of dividend would not reduce surplus). Finally, if the Bank does not maintain the capital conservation buffer required by applicable regulatory capital rules, its ability to pay dividends or other capital distributions to the Company will be limited. See "- Regulation of the Bank - Regulatory Capital Requirements."

Federal Securities Law. The Company's common stock is registered under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and the Company is subject to the periodic reporting and other requirements of Section 12(b) of the 1934 Act, as amended.

Regulation of the Bank

The Bank operates in a highly regulated industry. This regulation and supervision establishes a comprehensive framework of activities in which a bank may engage and is intended primarily for the protection of the deposit insurance fund and depositors and not shareholders of the Bank.

Any change in applicable statutory and regulatory requirements, whether by the New Jersey Department of Banking and Insurance, the FDIC, or the United States Congress could have a material adverse impact on the Bank, and its operations. The adoption of regulations or the enactment of laws that restrict the operations of the Bank or impose burdensome requirements upon it could reduce its profitability and could impair the value of the Bank's franchise which could hurt the trading price of the Bank's stock.

As a New Jersey-chartered commercial bank, the Bank is subject to the regulation and supervision of the New Jersey Department of Banking and Insurance. As an FDIC-insured institution, the Bank is subject to regulation and supervision of the FDIC. The regulations of the FDIC and the New Jersey Department of Banking and Insurance affect virtually all activities of the Bank, including the minimum level of capital the Bank must maintain, the ability of the Bank to pay dividends, the ability of the Bank to expand through new branches or acquisitions and various other matters. The New Jersey Department of Banking and Insurance and the FDIC regularly examine the Bank and prepare reports to the Bank's Board of Directors on deficiencies, if any, found in its operations. The regulatory authorities have substantial discretion to impose enforcement action on an institution that fails to comply with applicable regulatory requirements.

Federal Deposit Insurance. The FDIC insures deposits at federally insured financial institutions such as the Bank. Deposit accounts in the Bank are insured by the FDIC up to a maximum of \$250,000 per separately insured depositor.

The FDIC charges insured depository institutions premiums to maintain the Deposit Insurance Fund. Under the FDIC's risk-based assessment system, banks that are deemed to be less risky pay lower assessments. Assessments for institutions with assets of less than \$10 billion of assets, such as the Bank, are based on financial measures and supervisory ratings derived from statistical modeling estimating the probability of failure of an institution's failure within three years.

The FDIC's currently effective deposit insurance assessment range (inclusive of possible adjustments) for most insured depository institutions is 1.5 basis points to 30 basis points of total assets less tangible equity. The FDIC has the authority to increase insurance assessments. Any significant increases would have an adverse effect on the operating expenses and results of operations of the Bank. We cannot predict what the FDIC assessment rates will be in the future.

Insurance of deposits may be terminated by the FDIC upon a finding that an institution has engaged in unsafe or unsound practices, is in an unsafe or unsound condition to continue operations or has violated any applicable law, regulation, rule, order or condition imposed by the FDIC. We do not currently know of any practice, condition or violation that may lead to termination of our deposit insurance.

Regulatory Capital Requirements. The Bank is required to maintain specified levels of regulatory capital under federal banking regulations. The capital requirements are quantitative measures established by regulation that require the Bank to maintain minimum amounts and ratios of capital. Failure to meet minimum capital requirements can initiate certain mandatory and possibly additional discretionary actions by bank regulators that, if undertaken, could have a direct material effect on the Company's financial statements.

A new comprehensive regulatory capital framework, conforming applicable federal banking regulations to international regulatory standards agreed to by the Basel Committee on Banking Supervision in the accord often referred to as "Basel III," became effective January 1, 2015 (with certain final changes taking effect on January 1, 2019). The revised capital rules apply to all depository institutions as well as to all top-tier bank and savings and loan holding companies that are not subject to the Federal Reserve Board's Small Bank Holding Company Policy Statement.

Under the revised regulatory capital rules, the Bank is required to meet four minimum capital standards: (1) "Tier 1" or "core" capital leverage ratio equal to at least 4% of total adjusted assets, (2) a common equity Tier 1 capital ratio equal to 4.5% of risk-weighted assets, (3) a Tier 1 risk-based ratio equal to 6% of risk-weighted assets, and (4) a total capital ratio equal to 8% of total risk-weighted assets. Common equity Tier 1 capital is defined as common stock instruments, retained earnings, any common equity Tier 1 minority interest and, unless the bank has made an "opt-out" election, accumulated other comprehensive income, net of goodwill and certain other intangible assets. Tier 1 or core capital is defined as common equity Tier 1 capital plus certain qualifying subordinated interests and grandfathered capital instruments. Total capital consists of Tier 1 capital plus Tier 2 or supplementary capital items, which include allowances for loan losses in an amount of up to 1.25% of risk-weighted assets, qualifying subordinated instruments and certain grandfathered capital instruments. An institution's risk-based capital requirements are measured against risk-weighted assets, which equal the sum of each on-balance-sheet asset and the credit-equivalent amount of each off-balance-sheet item after being multiplied by an assigned risk weight. Risk weightings range from 0% for cash to 100% for property acquired through foreclosure, commercial loans, and certain other assets to 150% for exposures that are more than 90 days past due or are on nonaccrual status and certain commercial real estate facilities that finance the acquisition, development

or construction of real property. Pursuant to EGRRCPA, the federal banking agencies may only apply a heightened risk weight to a higher volatility commercial real estate exposure that constitutes a higher volatility commercial real estate acquisition, development or construction loan as defined in EGRRCPA and which was originated on or after January 1, 2015.

In addition to imposing higher capital requirements, the capital rules limit a banking organization's capital distributions and certain discretionary bonus payments if the organization does not hold a "capital conservation buffer" consisting of 2.5% of common equity Tier 1 capital to risk-weighted assets above the amount necessary to meet its minimum risk-based capital requirements. The capital conservation buffer requirement effectively increases the minimum required risk-based capital ratios to 7% for common equity Tier 1 capital, 8.5% for Tier 1 capital and 10.5% for Total capital.

In assessing an institution's capital adequacy, the FDIC takes into consideration not only these numeric factors but also qualitative factors, and has the authority to establish higher capital requirements for individual institutions where necessary.

Prompt Corrective Regulatory Action. Under applicable federal statute, the federal bank regulatory agencies are required to take "prompt corrective action" with respect to institutions that do not meet specified minimum capital requirements. For these purposes, the statute establishes five capital categories: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized. Under the implementing regulations, in order to be considered well capitalized, a bank must have a ratio of common equity Tier 1 capital to risk-weighted assets of 6.5%, a ratio of Tier 1 capital to risk-weighted assets of 8%, a ratio of total capital to risk-weighted assets of 10%, and a leverage ratio of 5%. In order to be considered adequately capitalized, a bank must have the minimum capital ratios required by the regulatory capital rule described above. Institutions with lower capital ratios are assigned to lower capital categories. Based on safety and soundness concerns, a bank may be assigned to a lower capital category than would otherwise apply based on its capital ratios. A bank that is not well capitalized is subject to certain restrictions on brokered deposits and interest rates on deposits. A bank that is not at least adequately capitalized is subject to numerous additional restrictions, and a guaranty by its holding company is required. A bank with a ratio of tangible equity to total assets of 2.0% or less is subject to the appointment of the FDIC as receiver if its capital level does not improve within 90 days.

As of December 31, 2019, the Bank was in compliance with all regulatory capital standards and qualified as "well capitalized." See Note 13 of Notes to Consolidated Financial Statements.

Regulatory Capital Simplification - Community Bank Leverage Ratio. EGRRCPA, enacted in May 2018, simplified the regulatory capital rules for financial institutions and their holding companies with total consolidated assets of less than \$10 billion by instructing the federal banking regulators to establish a single "Community Bank Leverage Ratio" of tangible equity capital divided by average consolidated assets ("CBLR") of between 8 and 10 percent. Under the statute, any qualifying depository institution or holding company that maintains a leverage ratio exceeding the CBLR will be considered to satisfy the generally applicable leverage and risk-based regulatory capital requirements.

On September 17, 2019, the federal banking agencies issued a final rule implementing the CBLR provisions of EGRRCPA. The final interagency rule introduces an optional CBLR framework that is designed to reduce regulatory burdens by removing the requirements for calculating and reporting risk-based capital ratios for qualifying community banking organizations that opt into the framework. In order to qualify for the CBLR framework under the final rule, a community banking organization must have a tier 1 leverage ratio of at least 9 percent, less than \$10 billion in total consolidated assets, and limited amounts of off-balance-sheet exposures and trading assets and liabilities. A qualifying community banking organization that opts into the CBLR framework and meets all requirements under the framework will not be required to calculate, or to report, compliance with risk-based capital requirements and will be considered to have met the well capitalized ratio requirements under the prompt corrective action regulations. The rule includes a two-quarter grace period during which a qualifying community banking organization that temporarily fails to meet any of the qualifying criteria, including the 9 percent leverage ratio requirement, generally would still be deemed well capitalized so long as the banking organization maintains a leverage ratio greater than 8 percent. At the end of the grace period, the banking organization must meet all qualifying criteria to remain in the community bank leverage ratio framework or otherwise must comply with and report under the generally applicable capital rules.

The CBLR framework became effective January 1, 2020 and will be available for qualifying community banking organizations to use in their March 31, 2020 Call Reports. The Company is currently evaluating whether to opt into the CBLR framework.

Bank Secrecy Act / Anti-Money Laundering Laws. The Bank is subject to the Bank Secrecy Act and other anti-money laundering laws and regulations, including the USA PATRIOT Act of 2001. These laws and regulations require the Bank to implement policies, procedures, and controls to detect, prevent, and report money laundering and terrorist financing and to verify the identity of their customers. Violations of these requirements can result in substantial civil and criminal sanctions. In addition,

provisions of the USA PATRIOT Act require the federal financial institution regulatory agencies to consider the effectiveness of a financial institution's anti-money laundering activities when reviewing mergers and acquisitions.

Transactions with Related Parties. The Bank is subject to the Federal Reserve Board's Regulation W, which implements the restrictions of Sections 23A and 23B of the Federal Reserve Act on transactions between a bank and its "affiliates." The sole "affiliate" of the Bank, as defined in Regulation W, is the Company. Section 23A and Regulation W generally place limits on the amount of a bank's loans or extensions of credit to, investments in, or certain other transactions with its affiliates, and on the amount of advances to third parties collateralized by the securities or obligations of affiliates. Section 23B and Regulation W also require a bank's transactions with affiliates to be on terms substantially the same, or at least as favorable to the bank, as those prevailing at the time for comparable transactions with non-affiliated companies.

The Bank is also subject to certain restrictions under Sections 22(g) and 22(h) of the Federal Reserve Act on extensions of credit to the executive officers, directors, principal shareholders of the Bank and the Company, as well as to entities controlled by such persons. Among other things and subject to certain exceptions, these provisions generally require that the Bank's extensions of credit to the insiders of the Bank and the Company must be made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with third parties and must not involve more than the normal risk of repayment or present other unfavorable features.

Community Reinvestment Act. Under the Community Reinvestment Act, every insured depository institution, including the Bank, has a continuing and affirmative obligation consistent with its safe and sound operation to help meet the credit needs of its entire community, including low and moderate income neighborhoods. The Community Reinvestment Act does not establish specific lending requirements or programs for financial institutions, nor does it limit an institution's discretion to develop the types of products and services that it believes are best suited to its particular community. The Community Reinvestment Act requires the depository institution's record of meeting the credit needs of its community to be assessed and taken into account in the evaluation of certain applications by such institution, such as a merger or the establishment of a branch office by the Bank. An unsatisfactory Community Reinvestment Act examination rating may be used as the basis for the denial of an application. The Bank received a "satisfactory" rating in its most recent Community Reinvestment Act examination.

Item 1A. Risk Factors

This item is not applicable because the Company meets the definition of a smaller reporting company.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties**(a) Properties.**

The Company's and the Bank's main office is located in Washington Township, Gloucester County, New Jersey, in an office building of approximately 13,000 square feet. The main office facilities include teller windows, a lobby area, drive-through windows, automated teller machine, a night depository, and executive and administrative offices. In December 2002, the Bank executed its lease option to purchase the building for \$1.5 million.

The Bank also conducts business from a full-service office in Northfield, New Jersey, a full-service office in Washington Township, Gloucester County, New Jersey, a full-service office in Philadelphia, Pennsylvania, and a full-service office in Galloway Township, NJ. These offices were opened by the Bank in September 2002, February 2003, August 2006 and May 2010, respectively. The Northfield office and the Philadelphia office are leased. The Washington Township office was purchased in February 2003. The Bank opened two new offices, a full service office in Collingswood, New Jersey, opened in September 2016, and a full service office in Philadelphia, Pennsylvania, opened December 2016. Both the new offices are leased. Management considers the physical condition of all offices to be good and adequate for the conduct of the Bank's business. At December 31, 2019, net property and equipment totaled approximately \$6.9 million.

Item 3. Legal Proceedings

On June 19, 2015, Devon Drive Lionville, LP, North Charlotte Road Pottstown, LP, Main Street Peckville, LP, Rhoads Avenue Newtown Square, LP, VG West Chester Pike, LP, 1301 Phoenix, LP, John M. Shea and George Spaeder (collectively, the "Plaintiffs"), filed suit in the U.S. District Court for the Eastern District of Pennsylvania, against Parke Bancorp, Inc., Parke Bank and Parke Bank's President and Chief Executive Officer and Senior Vice President (collectively the "Parke Parties") alleging civil violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), among other claims, seeking compensatory and punitive damages. The allegations stem from a series of loans made by Parke Bank to the various Plaintiffs which subsequently went into default. The Plaintiffs are alleging that funds of one or more of the Plaintiffs were used to repay loans of another. The Parke Parties believe the material allegations of wrongdoing are without merit and intend to vigorously defend against the claims asserted in this litigation. Following extensive motion practice over the course of several years, the Court dismissed all of the Plaintiffs' claims against the Parke Parties, and each of them, with prejudice. Plaintiffs have now appealed the case to the United States Circuit Court of Appeals for the Third Circuit. The Third Circuit has rendered their decision and they have denied the Plaintiff's appeal.

Item 4. Mine Safety Disclosures

Not applicable

PART II**Item 5. Market for Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

- (a) The information contained under the section captioned "Common and Preferred Stocks" in the Company's 2019 Annual Report filed as Exhibit 13 hereto (the "Annual Report") is incorporated herein by reference.
- (b) Not applicable.
- (c) There were no repurchases of shares of the Company's Common Stock during the last quarter of 2019.

Item 6. Selected Financial Data

Not applicable

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information contained in the section captioned "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Annual Report is incorporated herein by reference.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Not applicable

Item 8. Financial Statements and Supplementary Data

The Company's financial statements listed under Item 15 and included in the Annual Report are incorporated herein by reference.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None

Item 9A. Controls and Procedures

(a) Disclosure Controls and Procedures

Based on their evaluation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")), the Company's principal executive officer and principal financial officer have concluded that as of the end of the period covered by this Annual Report on Form 10-K such disclosure controls and procedures are effective.

(b) Internal Control Over Financial Reporting

1. Management's Annual Report on Internal Control Over Financial Reporting.

Management's report on the Company's internal control over financial reporting appears in the Company's financial statements that are contained in the Annual Report is incorporated herein by reference.

2. Changes in internal control over financial reporting.

During the last quarter of the year under report, there was no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

3. Internal control over financial reporting

The effectiveness of the Company's internal control over financial reporting at December 31, 2019, has been audited by RSM US LLP, an independent registered public accounting firm, as stated in the Report of Independent Registered Public Accounting Firm appearing in the Company's financial statements that are contained in the Annual Report. Such report is incorporated herein by reference.

Item 9B. Other Information

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information contained under the headings "Proposal I - Election of Directors" and "Corporate Governance" in the Company's Proxy Statement for its 2020 Annual Meeting of Stockholders (the "Proxy Statement") is incorporated herein by reference.

The Company has adopted a Code of Ethics that applies to its principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions. A copy of the Code of Ethics will be furnished without charge upon written request to the Chief Financial Officer, Parke Bancorp, Inc., 601 Delsea Drive, Washington Township, New Jersey, 08080.

There have been no material changes to the procedures by which security holders may recommend nominees to the Registrant's Board of Directors since the date of the Registrant's last proxy statement mailed to its stockholders.

Item 11. Executive Compensation

The information contained in the sections captioned "Executive Compensation," and "Director Compensation," in the Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

(a) Security Ownership of Certain Beneficial Owners

The information contained in the section captioned "Principal Holders of our Common Stock" in the Proxy Statement is incorporated herein by reference.

(b) Security Ownership of Management

The information contained in the sections captioned "Principal Holders of our Common Stock" and "Proposal I – Election of Directors" in the Proxy Statement is incorporated herein by reference.

(c) Management of the Registrant knows of no arrangements, including any pledge by any person of securities of the Registrant, the operation of which may at a subsequent date result in a change in control of the Registrant.

(d) Securities Authorized for Issuance Under Equity Compensation Plans

Set forth below is information as of December 31, 2019, with respect to compensation plans under which equity securities of the Registrant are authorized for issuance.

	(a) Number of Securities to be issued upon exercise of outstanding options	(b) Weighted-average exercise price of outstanding options	(c) Number of securities remaining available for issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by shareholders			
2015 Equity incentive plan	270,676	14.80	357,203
Total	270,676	\$14.80	357,203

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information contained in the sections captioned “Related Party Transactions” and “Corporate Governance” in the Proxy Statement is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information contained in the section captioned “Proposal II - Ratification of Appointment of Auditors” in the Proxy Statement is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Listed below are all financial statements and exhibits filed as part of this report.

1 The following financial statements and the independent auditors’ report included in the Annual Report are incorporated herein by reference:

- Management’s Report on Internal Controls
- Report of Independent Registered Public Accounting Firm Regarding Internal Controls
- Report of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2019 and 2018
- Consolidated Statements of Income for the Years Ended December 31, 2019 and 2018
- Consolidated Statements of Equity for the Years Ended December 31, 2019 and 2018
- Consolidated Statements of Cash Flows for the Years Ended December 31, 2019 and 2018
- Notes to Consolidated Financial Statements

2 Schedules omitted as they are not applicable.

3 The following exhibits are included in this Report or incorporated herein by reference:

3.1 [Certificate of Incorporation of Parke Bancorp, Inc.](#) ⁽¹⁾

3.2 [Bylaws of Parke Bancorp, Inc.](#) ⁽¹⁾

3.3 [Certificate of Amendment setting forth the terms of the Registrant’s 6.00% Non-Cumulative Perpetual Convertible Preferred Stock, Series B](#) ⁽²⁾

4.1 [Specimen stock certificate of Parke Bancorp, Inc.](#) ⁽¹⁾

4.2 [Description of Capital Stock of Parke Bancorp, Inc.](#)

10.1 [Amended Employment Agreement Between Bancorp, Bank and Vito S. Pantilione](#) ⁽³⁾

10.2 [Supplemental Executive Retirement Plan](#) ⁽¹⁾

10.7 [2015 Equity Incentive Plan](#) ⁽⁴⁾

10.8 [SERP Agreement with Elizabeth A. Milavsky](#) ⁽⁵⁾

10.9	<u>SERP Agreement with John F. Hawkins</u> ⁽⁵⁾
10.10	<u>Management Change in Control Severance Agreement with Elizabeth A. Milavsky</u> ⁽³⁾
10.11	<u>Management Change in Control Severance Agreement with John F. Hawkins</u> ⁽³⁾
10.12	<u>Management Change in Control Severance Agreement with Paul Palmieri</u> ⁽³⁾
10.13	<u>Management Change in Control Severance Agreement with Ralph Gallo</u> ⁽³⁾
13	<u>Annual Report to Shareholders for the fiscal year ended December 31, 2019</u>
21	<u>Subsidiaries of the Registrant</u>
23	<u>Consent of RSM US LLP</u>
31.1	<u>Certification of CEO pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2	<u>Certification of CFO pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
32	<u>Certification of CEO & CFO pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS	XBRL Instance Document *
101.SCH	XBRL Schema Document *
101.CAL	XBRL Calculation Linkbase Document *
101.LAB	XBRL Labels Linkbase Document *
101.PRE	XBRL Presentation Linkbase Document *
101.DEF	XBRL Definition Linkbase Document *

* Submitted as Exhibits 101 to this Form 10-K are documents formatted in XBRL (Extensible Business Reporting Language).

- (1) Incorporated by Reference to the Company's Current Report on Form S-4 filed with the SEC on January 31, 2005.
- (2) Incorporated by Reference to Company's Current Report on Form 8-K filed with the SEC on December 24, 2013.
- (3) Incorporated by Reference to Company's Registration Statement on Form 8-K filed with the SEC on July 20, 2016.
- (4) Incorporated by Reference to Company's Current Report on Form S-8 filed with the SEC on November 16, 2015.
- (5) Incorporated by Reference to Company's Current Report on Form 8-K filed with the SEC on January 22, 2016.

Item 16. Form 10-K Summary

Not applicable

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

PARKE BANCORP, INC.

Dated: March 13, 2020

By: /s/ Vito S. Pantilione
Vito S. Pantilione
President, Chief Executive Officer and Director

Pursuant to the requirement of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on March 13, 2020.

/s/ Celestino R. Pennoni
Celestino R. Pennoni
Chairman of the Board and Director

/s/ Vito S. Pantilione
Vito S. Pantilione
President, Chief Executive Officer and Director

/s/ Arret F. Dobson
Arret F. Dobson
Director

/s/ Anthony Jannetti
Anthony Jannetti
Director

/s/ Jack C. Sheppard, Jr.
Jack C. Sheppard, Jr.
Director

/s/ Daniel J. Dalton
Daniel J. Dalton
Director

/s/ Fred G. Choate
Fred G. Choate
Director

/s/ Edward Infantolino
Edward Infantolino
Director

/s/ Jeffrey H. Krippitz
Jeffrey H. Krippitz
Director

/S/ Elizabeth A. Milavsky
Elizabeth Milavsky
Director

/s/ John F. Hawkins
John F. Hawkins
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

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Section 2: EX-4.2 (EXHIBIT 4.2)

EXHIBIT 4.2

Parke Bancorp, Inc. (the “Company”) is authorized to issue 15,000,000 shares of common stock, par value \$0.10 per share and 1,000,000 shares of preferred stock, par value \$0.10 per share. The capital stock of the Company represents nonwithdrawable capital, is not an account of an insurable type, and is not insured by the FDIC or any other government agency.

Common Stock

Each holder of common stock is entitled to one vote for each share on all matters to be voted upon by the common stockholders, subject to provisions of the Certificate of Incorporation that limit voting of shares held by stockholders beneficially owning 10% or more of the outstanding shares. There are no cumulative voting rights. Subject to preferences to which holders of any shares of preferred stock may be entitled, holders of common stock are entitled to receive ratably any dividends that may be declared from time to time by the Board of Directors out of funds legally available for that purpose. In the event of the Company’s liquidation, dissolution or winding up, holders of common stock will be entitled to share in the Company’s assets remaining after the payment or provision for payment of the Company’s debts and other liabilities, and the satisfaction of the liquidation preferences of the holders of the Series B Preferred Stock and any other series of the Company’s preferred stock then outstanding. Holders of common stock have no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions that apply to the common stock. All shares of common stock currently outstanding are fully paid and nonassessable. The rights, preferences and privileges of the holders of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate in the future.

Preferred Stock

The Company’s Certificate of Incorporation permits the Board of Directors to authorize the issuance of up to 1,000,000 shares of preferred stock, par value \$0.10, in one or more series, without stockholder action. The Board of Directors can fix the designation, powers, preferences and rights of each series. Therefore, without approval of the holders of the Company’s common stock or the Series B Preferred Stock (except as may be required under the terms of the Series B Preferred Stock or by the rules of the Nasdaq Stock Market or any other exchange or market on which the Company’s securities may then be listed or quoted), the Company’s Board of Directors may authorize the issuance of preferred stock with voting, dividend, liquidation and conversion and other rights that could dilute the voting power or other rights or adversely affect the market value of the Company’s common stock and the Series B Preferred Stock and may assist management in impeding any unfriendly takeover or attempted change in control.

Series B Preferred Stock

The Company has outstanding Series B Preferred Stock which is a single series of the Company’s preferred stock, consisting of 20,000 shares, par value \$0.10 per share, having a liquidation preference amount of \$1,000.00 per share. The Series B Preferred Stock has no maturity date.

Ranking

The Series B Preferred Stock ranks, with respect to the payment of dividends and distributions upon liquidation, dissolution or winding-up, senior to the Company’s common stock and each other class or series of capital stock we may issue in the future the terms of which do not expressly provide that it ranks on a parity with or senior to the Series B Preferred Stock as to dividend rights and rights on liquidation, dissolution or winding-up of the Company. The Series B Preferred Stock ranks junior to any debt issued by the Company.

Dividends

Dividend Rate. Dividends on the Series B Preferred Stock are payable quarterly in arrears, if, as and when authorized and declared by the Company’s Board of Directors out of legally available funds at an annual rate of 6.00% on the liquidation preference of \$1,000.00 per share.

Dividends on the Series B Preferred Stock are non-cumulative. If for any reason the Company’s Board of Directors does not authorize and declare full cash dividends on the Series B Preferred Stock for a quarterly dividend period, we will have no obligation to pay any dividends for that period, whether or not the Company’s Board of Directors authorizes and declares dividends on the Series B Preferred Stock for any subsequent dividend period.

If, as and when authorized and declared by the Company’s Board of Directors, dividends are paid on quarterly basis, in arrears, beginning on January 15, 2014. Each period from and including a dividend payment date (or the date of the issuance of the Series B Preferred Stock) to but excluding the following dividend payment date is referred to as a dividend period. Dividends payable for each dividend period are computed on the basis of a 360-day year consisting of twelve 30-day months. If a scheduled dividend payment date falls on a day that is not a business day, the dividend will be paid on the next business day as if it were paid on the scheduled dividend payment date, and no interest or other amount will accrue on the dividend so payable for the period from and after that dividend payment date to the date the dividend is paid.

Priority of Dividends. So long as the Series B Preferred Stock remains outstanding, provisions will be established limiting the ability to pay dividends on (other than dividends payable solely in shares) or redeem other securities that rank junior to the Series B Preferred Stock unless all dividends on the Series B Preferred Stock for the then-current dividend period have been paid or set aside. Currently, the only class of securities that ranks junior to the Series B Preferred Stock is the common stock.

Liquidation Rights

Upon the Company's voluntary or involuntary liquidation, dissolution or winding-up, holders of the Series B Preferred Stock will be entitled to receive, out of the Company's assets that are legally available for distribution to stockholders, before any distribution is made to holders of the Company's common stock or other junior securities, a liquidating distribution in the amount of \$1,000.00 per share of the Series B Preferred Stock plus any declared and unpaid dividends, without accumulation of any undeclared dividends. Distributions will be made *pro rata* as to the Series B Preferred Stock and any other parity securities and only to the extent of the Company's assets, if any, that are available after satisfaction of all liabilities to creditors.

For purposes of the liquidation rights of the Series B Preferred Stock, neither a merger nor a consolidation of the Company with another entity nor a sale, lease or exchange of all or substantially all of the Company's assets will constitute a liquidation, dissolution or winding up of the affairs of the Company.

No Redemptions

The Series B Preferred Stock is not redeemable by the Company.

Conversion Rights

Optional Conversion. Each share of the Series B Preferred Stock is convertible at the option of the holder into 93.9496 shares of common stock (the "conversion rate"). The conversion rate will be adjusted proportionately for stock dividends, stock splits and other corporate actions.

Holders may exercise conversion rights by (i) surrendering the certificates representing the shares of Series B Preferred Stock to be converted to the Company's conversion agent, (ii) submitting a properly completed letter of transmittal specifying the number of shares of Series B Preferred Stock that the holder wishes to convert and the names and addresses in which the shares of common stock are to be issued, and (iii) if required by the Company or applicable law, furnishing appropriate endorsements and transfer documents and paying applicable transfer or similar taxes.

Mandatory Conversion. The Company may, at any time or from time to time, cause some or all of the Series B Preferred Stock to be converted into shares of the Company's common stock at the then-applicable conversion rate. The Company may exercise this conversion right if for 20 trading days within any period of 30 consecutive trading days, including the last trading day of such period, ending on the trading day preceding the date the Company gives notice of mandatory conversion, the closing price of the Company's common stock exceeds 130% of the then-applicable conversion price of the Series B Preferred Stock. The initial conversion price of \$10.6440 will adjust for stock dividends, stock splits and other corporate actions. If the Company exercises the conversion right, each share of Series B Preferred Stock will be automatically converted into 93.9496 shares of common stock. This conversion rate will be adjusted proportionately for stock dividends, stock splits and other corporate actions. The Series B Preferred Stock will also mandatorily convert on the effective date of a sale or transfer of all or substantially all of the assets of the Company.

On any mandatory conversion date, the Company will provide notice of the mandatory conversion date to holders of the Series B Preferred Stock along with a statement of the number of shares of common stock to be issued upon the conversion and, if certificates are to be issued, the place which certificates for the Series B Preferred Stock may be surrendered. Effective on the mandatory conversion date, certificates for the Series B Preferred Stock will be treated for all purposes as representing only the number of shares of common stock into which the Series B Preferred Stock formerly represented by such certificate have been converted and cash for any fractional share.

Fractional Shares. No fractional shares of common stock shall be issued upon conversion of the Series B Preferred Stock. Upon any

conversion, all fractional share interests to which a holder may be entitled shall be aggregated into whole shares of common stock with cash being paid for any fractional interest that may remain after such aggregation. The Company will pay cash for the fraction based on the closing stock price of the common stock on the trading date preceding conversion.

Adjustments to Conversion Rate and Conversion Price. The conversion rate and the conversion price will be proportionately adjusted from time to time for stock splits, stock dividends and other reclassifications of the common stock.

Voting Rights

The holders of the Series B Preferred Stock do not have voting rights, except as specifically required by New Jersey law.

CERTAIN ANTI-TAKEOVER PROVISIONS OF ARTICLES OF INCORPORATION AND BYLAWS AND REGULATORY RESTRICTIONS

Summarized below are descriptions of regulatory restrictions and provisions of the Company's Certificate of Incorporation, Bylaws and New Jersey law that may have anti-takeover effects and could delay, defer, or prevent a tender offer or takeover attempt that a stockholder might consider to be in such stockholder's best interest, including those attempts that might result in a premium over the market price for the shares held by stockholders, and may make removal of the incumbent management and directors more difficult.

Regulatory Restrictions

Change-in-Bank-Control Act. Under the Change-in-Bank-Control Act (the "Control Act"), no person or persons acting in concert may directly or indirectly, acquire control of a bank holding company, like the Company, unless they have given at least 60 days prior notice to the Board of Governors of the Federal Reserve System ("FRB") and the FRB has not objected. A person, or persons acting in concert, are deemed to have acquired control if they acquire voting securities of a bank holding company such that immediately after the acquisition, they will hold the power to vote 25% or more of any class of voting securities. FRB regulations additionally presume that any person or persons acting in concert who acquire the power to vote 10% or more of any class of voting securities of a bank holding company, like the Company, with securities registered under Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act") have acquired control for purposes of the Control Act. FRB regulations presume that the following persons are acting in concert for purposes of the Control Act:

- a company and any controlling stockholder, partner, trustee or management official of the company if both the company and person own voting securities in the bank holding company;
- an individual and the individual's immediate family;
- companies under common control;
- persons that are party to any agreement, contract, understanding, relationship or other arrangement, written or otherwise, regarding the acquisition, voting or transfer of control of voting securities of a bank holding company other than through a revocable proxy;
- persons that have made or propose to make a joint filing under Section 13 or 14 of the Exchange Act; and
- a person and any trust for which the person serves as trustee.

Under FRB regulations, shares that vote together as a single class on all matters for which the shares have voting rights are deemed to be of a single class.

Bank Holding Company Act. Under the Bank Holding Company Act of 1956 (the "BHCA"), no company may become a bank holding company without the prior approval of the FRB. The term "company" generally includes any corporation, partnership, business trust or similar organization, or other trust unless it terminates within 25 years or not later than 21 years and 10 months after the death of individuals living on the effective date of the trust. A bank holding company is any company that controls a bank or bank holding company. For purposes of the BHCA, a company is deemed to control a bank or bank holding company if it: (i) controls or has the power to vote 25% or more of a class of voting securities; (ii) controls in any manner the election of a majority of the directors; or (iii) the FRB determines, after notice and a hearing that the company directly or indirectly exercises a controlling influence over the management or policies of the bank or bank holding company. The FRB presumes that any company that holds more than 5% of the outstanding voting securities of a bank or bank holding company controls the bank or bank holding company if (a) the company, together with its controlling stockholders and management officials (including members of their immediate families) own, control or hold the power to vote 25% or more of any class of voting securities of a bank or bank holding company, or (b) the company has one or more management officials in common with the bank or bank holding company. Generally the FRB requires any company owning more than 5% of the voting securities of the bank or bank holding company to make certain passivity commitments to the FRB in order to avoid a control determination.

Certificate of Incorporation, Bylaws and New Jersey Law

Limitations on Voting Rights. The Company's Certificate of Incorporation provides that in no event shall any record owner of any outstanding common stock which is beneficially owned, directly or indirectly, by a person who, as of any record date for the determination of stockholders entitled to vote on any matter, beneficially owns in excess of 10% of the then outstanding shares of common stock (the "Limit"), be entitled, or permitted to any vote in respect of the shares held in excess of the Limit. The number of votes which may be cast by any record owner by virtue of the applicable provisions of the Certificate of Incorporation in respect of common stock beneficially owned by such person owning shares in excess of the Limit shall be determined pursuant to the formula described in the Certificate of Incorporation. A person is a beneficial owner of a security if he or she has the power to vote or direct the voting of all or part of the voting rights of the security, or has the power to dispose of or direct the disposition of the security, more fully described in the Certificate of Incorporation. The Company's Certificate of Incorporation further provides that this provision limiting voting rights may only be amended upon the vote of 80% of the outstanding shares of capital stock entitled to vote generally in the election of directors.

Election of Directors. The Company's Certificate of Incorporation provides that the Board of Directors will be divided into three staggered classes, with directors in each class elected for three-year terms. As a result of this provision, it would take two annual elections to replace a majority of the Company's Board. The Company's Certificate of Incorporation provides that the size of the Board of Directors may be increased or decreased only if two-thirds of the directors then in office concur in such action. The Company's Certificate of Incorporation provides that any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, shall be filled by the Board. Finally, the Bylaws impose certain notice and information requirements in connection with the nomination by stockholders of candidates for election to the Board of Directors or the proposal by stockholders of business to be acted upon at an annual meeting of stockholders.

The Certificate of Incorporation provides that a director may only be removed for cause and only by the affirmative vote of at least 80% of the outstanding shares of the Company entitled to vote generally in an election of directors cast at a meeting of stockholders called for that purpose.

Restrictions on Call of Special Meeting. Special meetings of stockholders may be called only by the President of the Company, a majority of the Board of Directors, or a duly designated committee of the Board.

Absence of Cumulative Voting. The Company's Certificate of Incorporation provides that stockholders may not cumulate their votes in the election of directors.

Authorized Shares. The Certificate of Incorporation authorizes the issuance of 15,000,000 shares of common stock and 1,000,000 shares of preferred stock. The shares of common stock and preferred stock provide the Company's Board of Directors with as much flexibility as possible to effect, among other transactions, financings, acquisitions, stock dividends, stock splits and the exercise of stock options. However, these additional authorized shares may also be used by the Board of Directors consistent with its fiduciary duty to deter future attempts to gain control of the Company. The Board of Directors also has sole authority to determine the terms of any one or more series of Preferred Stock, including voting rights, conversion rates, and liquidation preferences. As a result of the ability to fix voting rights for a series of Preferred Stock, the Board has the power, to the extent consistent with its fiduciary duty, to issue a series of Preferred Stock to persons friendly to management in order to attempt to block a post-tender offer merger or other transaction by which a third party seeks control, and thereby assist management to retain its position.

Procedures for Certain Business Combinations. The Certificate of Incorporation prohibits the Company from engaging in a "business combination" (as defined in the Company's Certificate of Incorporation) with any "Interested Stockholder" (as defined below) for a period of five years following that Interested Stockholder's stock acquisition date (as defined in the Company's Certificate of Incorporation) unless the business combination is approved by the Board of Directors prior to the Interested Stockholder's stock acquisition date. In addition, under the Certificate of Incorporation, the Company may not engage in a business combination with any Interested Stockholder at any time unless the business combination (i) is approved by the Board of Directors prior to that Interested Stockholder's stock acquisition date and is thereafter approved by the stockholders of the Company, (ii) is approved by the affirmative vote of the holders of at least 80% of the voting stock not beneficially owned by that Interested Stockholder, or (iii) meets certain other conditions described in the Company's Certificate of Incorporation. Absent this provision, the approval of at least 80% of the shares outstanding would be generally required unless the New Jersey Stockholders' Protection Act described below applies.

The term "Interested Stockholder" is defined as any person (other than the Company or any subsidiary of the Company) that (i) is the beneficial owner, directly or indirectly, of 10% or more of the voting power of the outstanding voting stock of the Company, (ii) is an affiliate or associate of the Company and at any time within the five year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of 10% or more of the voting power of the then outstanding stock of the Company, or (iii) is an assignee of or has otherwise succeeded to any shares of voting stock which were at any time within the two year period immediately prior to the date in question beneficially owned by any Interested Stockholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act. Any amendment to this provision of the Certificate of Incorporation requires the affirmative vote of at least 80% of the outstanding shares of the Company entitled to vote generally in an election of directors.

Amendment to Certificate of Incorporation and Bylaws. Amendments to the Company's Certificate of Incorporation must be approved by the Company's Board of Directors and also by at least 80% of the outstanding shares of capital stock for certain provisions (i.e., provisions relating to preemptive rights; meetings of stockholders, cumulative voting and proxies; notice for nominations and proposals; number, classification and removal of directors; restrictions on the acquisition and voting of greater than 10% of the common stock; approval of certain business combinations; stockholder approval of certain transactions; elimination of directors' and officers' liability; indemnification; and amendments to the Bylaws or Certificate of Incorporation).

The Bylaws may be amended by a vote of two-thirds of the Board of Directors or the affirmative vote of the holders of at least 80% of the outstanding shares of the Company entitled to vote in the election of directors cast at a meeting called for that purpose.

Business Combinations. Under the New Jersey Business Corporation Act, mergers, consolidations and sales of substantially all of the assets of a New Jersey corporation must generally be approved by the affirmative vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon. The New Jersey Stockholders' Protection Act, however, restricts certain transactions between a New Jersey corporation and any person who (i) beneficially owns, directly or indirectly, 10% or more of the corporation's outstanding voting stock, or (ii) is an affiliate or associate of the corporation and at any time within the five year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of 10% or more of the corporation's outstanding voting stock (an "Interested Stockholder"). For a period of five years following the date that a stockholder becomes an Interested Stockholder, the New Jersey Stockholders' Protection Act generally prohibits the following types of transactions between the corporation and the Interested Stockholder, unless such transaction is approved by the Board of Directors prior to the Interested Stockholder's stock acquisition date or the transaction or series of transactions which caused the person to become an Interested Stockholder was approved by the Board of Directors prior to that Interested Stockholder's stock acquisition date and any subsequent business combinations with that Interested Stockholder are approved by the Board of Directors, provided that any such subsequent business combination is approved by the Board of Directors and by the affirmative vote of the holders of a majority of the voting stock not beneficially owned by such Interested Stockholder:

- (i) mergers or consolidations;
- (ii) sales, leases, exchanges, mortgages, pledges, transfers or other dispositions (in one transaction or a series of transactions) of assets (a) having an aggregate market value equal to 10% or more of the aggregate market value of all of the assets, on a consolidated basis, of the corporation, (b) having an aggregate market value equal to 10% or more of the aggregate market value of the outstanding stock of the corporation, or (c) representing 10% or more of the earning power or income, on a consolidated basis, of the corporation;
- (iii) issuances or transfers by the corporation or any subsidiary thereof of any stock of the corporation or any subsidiary thereof having a market value of 5% or more of the total market value of the outstanding stock of the corporation, except pursuant to the exercise of warrants or rights to purchase stock offered, or a dividend or distribution paid or made, pro rata to all stockholders of the corporation;
- (iv) the adoption of a proposal or plan of liquidation or dissolution of the corporation proposed by, on behalf of or pursuant to any agreement, arrangement or understanding with that Interested Stockholder or any affiliate or associate of that Interested Stockholder;
- (v) any reclassification of securities, or recapitalization of the corporation, or any merger or consolidation of the corporation with any of its subsidiaries, or any other transaction (whether or not with, or into, or otherwise involving that Interested Stockholder), proposed by, on behalf of or pursuant to any agreement, arrangement or understanding with that Interested Stockholder or any affiliate or associate of that interested stockholder, which has the effect of increasing the proportionate share of the outstanding shares of any class or series of stock or securities convertible into voting stock of the corporation or any subsidiary of the corporation which is directly or indirectly owned by that Interested Stockholder or any affiliate or associate of that Interested Stockholder, except as a result of immaterial changes due to fractional share adjustments; and
- (vi) the receipt by any Interested Stockholder or any affiliate or associate thereof of the benefit, directly or indirectly (except proportionately as a stockholder), of any loan, advance, guarantee, pledge, or other financial assistance or any tax credit or other tax advantage provided by or through the corporation, but excluding the receipt of any of the foregoing benefits by the corporation or any of its affiliates arising from transactions (such as intercompany loans or tax sharing arrangements) between the corporation and its affiliates in the ordinary course of business.

In addition to the five year moratorium on business combinations described above, any business combination between a New Jersey corporation and an Interested Stockholder must (i) be approved by the Board of Directors prior to the Interested Stockholder's stock acquisition date, (ii) be approved by the affirmative vote of the holders of two-thirds of the voting stock not beneficially owned by the Interested Stockholder, (iii) meet the fair price requirements described in the statute (iv) be approved by (1) the Board of Directors, or a committee thereof, consisting solely of persons who are not employees, officers, directors, stockholders, affiliates or associates of the Interested Stockholder prior to the consummation of the business combination, and (2) the affirmative vote of the holders of a majority of the voting stock not beneficially owned by such Interested Stockholder if the transaction or series of related transactions which caused the person to become an Interested Stockholder was approved by the Board of Directors prior to the consummation of such transaction or series of related transactions, or (v) qualify for one of the statutory exemptions.

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Section 3: EX-10.1 (EXHIBIT 10.1)

MANAGEMENT CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS MANAGEMENT CHANGE IN CONTROL SEVERANCE AGREEMENT (this “Agreement”) is made on and as of this ____ day of _____, 2016 (“Effective Date”), by and between Parke Bancorp, Inc. (“Company”), a corporation organized under the laws of the State of New Jersey which serves as a bank holding company, with its principal office at 601 Delsea Drive, Sewell, New Jersey 08080, Parke Bank (“Bank”), a banking corporation organized under the laws of the State of New Jersey, with its principal office at 601 Delsea Drive, Sewell, New Jersey 08080, and **John F. Hawkins** (the “Executive”).

WHEREAS, the Executive is, as of the effective date of this Agreement, employed by the Company and the Bank, a wholly owned subsidiary of the Company, as **Senior Vice President and Chief Financial Officer** (“Officer Position”); and

WHEREAS, the Board of Directors of the Bank believes that the Executive has worked, and will continue to work, diligently in his position in pursuing the business objectives of the Bank to the direct benefit of the Company and its shareholders;

WHEREAS, the Board believes that, if the Company receives any proposal from a third-party concerning a possible business combination with, or the acquisition of equity securities of, the Company, it is imperative that the Company and its Board be able to rely upon the Executive to continue in his or her position with the Company and the Bank, and that the Board be able to receive and rely upon his advice, if they request it, as to the best interests of the Company and its shareholders, without concern that the Executive might be distracted by the personal uncertainties and risks created by such a proposal; and

WHEREAS, to achieve that goal, and to retain the Executive’s services as an executive employee of the Company and the Bank prior to and through the occurrence of a potential future Change in Control, as defined in this Agreement, the Company, the Bank and the Executive have, with the full support and concurrence of the Board of Directors of each of the Company and the Bank, agreed to enter into this Agreement to provide to the Executive certain benefits in the event that his or her employment as an executive employee of the Company or the Bank is terminated in conjunction with or after a Change in Control of the Company or the Bank.

NOW THEREFORE, in order to assure the Company and the Bank that they will have the continued dedication of the Executive and the availability of his or her ongoing advice and contribution notwithstanding the possibility, threat or occurrence of a change in the control or ownership of the Company or the Bank, and to induce the Executive to remain in the employ of the Company and the Bank pending such potential Change in Control, the Company, the Bank and the Executive, each intending to be legally bound hereby, agree as follows:

1. **Definitions.**

- a. **Cause.** For purposes of this Agreement, “Cause”, with respect to the termination by the Employer of the Executive’s employment shall mean (i) the willful and continued failure by the Executive to perform his or her

duties for the Employer under this Agreement after at least one warning in writing from the President and Chief Executive Officer of the Employer identifying specifically any such failure and providing at least a ten day period for an opportunity to cure such failure detailed in such warning; (ii) if the Executive shall have engaged in conduct involving fraud, deceit, personal dishonesty, breach of fiduciary duty or illegal conduct in his or her business and/or personal matters; (iii) willful misconduct of any type by the Executive, including, but not limited to, the disclosure or improper use of confidential information under Section 11 of this Agreement, which causes material injury to the Company or any of its subsidiaries or affiliates, as specified in a written notice to the Executive from President and Chief Executive Officer of the Employer; (iv) the Executive's conviction of a crime (other than a traffic violation); (v) if the Executive shall have become subject to continuing intemperance in the use of alcohol or drugs which has adversely affected, or may adversely affect, the business or reputation of the Company or the Bank as determined by the Board or the President and Chief Executive Officer of the Employer; (vi) if the Executive shall have violated any banking law or regulation, memorandum of understanding, cease and desist order, or other agreement with any banking agency having jurisdiction over the Company or the Bank which, in the judgment of the Board or the President and Chief Executive Officer of the Employer, has adversely affected, or may adversely affect, the business or reputation of the Company or the Bank; (vii) if the Executive shall have filed, or had filed against him or her, any petition under the federal bankruptcy laws or any state insolvency laws; or (viii) if any banking authority having supervisory jurisdiction over the Company or the Bank initiates any proceedings for removal of the Executive. No act or failure to act on the part of the Executive shall be considered to have been willful for purposes of clause (i) or (iii) of this Section 1(a) unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the action or omission was in the best interest of the Company or any of its subsidiaries or affiliates.

b. **Change in Control.** "Change in Control" shall mean the occurrence of any of the following events:

(i) Merger: The Company or the Bank merges into or consolidates with another entity, or merges another bank or corporation into the Bank or the Company, and as a result, less than a majority of the combined voting power of the resulting corporation immediately after the merger or consolidation is held by persons who were stockholders of the Company or the Bank immediately before the merger or consolidation;

(ii) Acquisition of Significant Share Ownership: There is filed, or is required to be filed, a report on Schedule 13D or another form or schedule (other than Schedule 13G) required under Sections 13(d) or 14(d) of the Securities

Exchange Act of 1934, as amended, if the schedule discloses that the filing person or persons acting in concert has or have become the beneficial owner of 25% or more of a class of the Company's or the Bank's voting securities; provided, however, this clause (ii) shall not apply to beneficial ownership of the Company's or the Bank's voting shares held in a fiduciary capacity by an entity of which the Company directly or indirectly beneficially owns 50% or more of its outstanding voting securities;

(iii) Change in Board Composition: Individuals who constitute the Company's or the Bank's Board of Directors on the Effective Date hereof (the "Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the Effective Date whose election was approved by a vote of at least three-quarters of the directors comprising the Incumbent Board shall be considered, for purposes of this clause (iii), as though he or she was a member of the Incumbent Board; or

(iv) Sale of Assets: The Company or the Bank sells to a third party all or substantially all of its assets.

The definition of Change in Control shall be construed to be consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder.

- c. **Contract Period.** "Contract Period" shall mean the period commencing on the business day immediately preceding a Change in Control and ending on the earlier of (i) the second anniversary of the date of the Change in Control, or (ii) the death of the Executive.
- d. **Employer.** "Employer" shall mean the Company and/or the Bank, whichever entity that shall employ the Executive from time to time, and any successor entity thereto.
- e. **Good Reason.** When used with reference to a voluntary termination by the Executive of his or her employment with the Employer, "Good Reason" shall mean any of the following, if taken without the Executive's express written consent:

(1) a material diminution in the Executive's base compensation during the Contract Period;

(2) a material diminution in the Executive's authority, duties, or responsibilities during the Contract Period, including, but not limited to, a change in the Executive's Officer Position to other than that of the **Senior Vice President and Chief Financial Officer** of the Employer or its successor entity.

(3) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Executive is required to report during the Contract Period, including a requirement that the Executive report to a corporate officer or employee other than the President and Chief Executive Officer of the Executive's Employer;

(4) a material diminution in the budget over which the Executive retains authority;

(5) a more than 25 mile change in the geographic location of the Executive's office location during the Contract Period, including assignment to a work location outside of New Jersey; or

(6) any other action or inaction that constitutes a material breach by the Employer of the agreement under which the Executive provides services.

2. **Employment.** The Employer hereby agrees to employ the Executive, and the Executive hereby accepts such employment, during the Contract Period upon the terms and conditions set forth herein. The Company and the Bank may, in the exercise of their sole discretion, transfer the Executive's employment relationship from the Bank to the Company, or from the Company to the Bank, in which case the transferee employer shall be the Employer for all purposes of this Agreement. The transfer of the Executive's employment relationship between the Bank and the Company shall not be deemed to be either an actual or constructive termination of the Executive or "Good Reason" for any purpose of this Agreement, and the Executive's employment shall be deemed to have continued without interruption for all purposes of this Agreement.
3. **Job Position.** During the Contract Period, the Executive shall be employed in the Officer Position with the Company and the Bank, or such other corporate or divisional profit center as shall then be the principal successor to the business, assets and properties of the Bank, with a comparable position title and comparable professional job duties, responsibilities and required experience and skill level as were in effect before the Change in Control. The Executive shall devote his or her full time professional effort and attention to the business of the Employer, and shall not, during the Contract Period, be engaged in any other business activity without the written consent of the Employer.
4. **Cash Compensation.** The Employer shall pay to the Executive compensation for his or her services during the Contract Period as follows:
 - a. **Base Compensation.** The base compensation shall be equal to not less than such annual compensation, including both salary and bonus, as was paid to or accrued by, or for the benefit of, the Executive in the twelve (12) months immediately prior to the Change in Control. The annual salary portion of base compensation shall be payable in installments in accordance with the

Employer's usual payroll method. The bonus portion, if any, shall be payable at the time and in the manner as to which the Employer paid such bonuses prior to the Change in Control. Any increase in the Executive's annual compensation pursuant to paragraph 4(b) below, or otherwise, shall automatically and permanently increase the base compensation.

- b. **Annual Increase.** During the Contract Period, the Board of Directors of the Employer shall review not less than annually, the Executive's compensation and shall award him or her additional compensation to reflect the Executive's performance and the performance of the Employer and the Company corporate group, and competitive compensation levels, all as determined in the discretion of the Board of Directors of the Employer.

Additional compensation may take any form including but not limited to increases in annual salary, incentive bonuses and/or bonuses not tied to performance.

5. **Expenses and Fringe Benefits.** During the Contract Period, the Executive shall be entitled to reimbursement for all business expenses incurred by him or her with respect to the business of the Employer in the same manner and to the same extent as such expenses were previously reimbursed to him or her immediately prior to the Change in Control. If prior to the Change in Control, the Executive was entitled to the use of an automobile, he or she shall continue to be entitled to the same use of an automobile at least comparable to the automobile provided to him or her prior to the Change in Control, and he or she shall be entitled to vacation leave and sick days, in accordance with the practices and procedures of the Employer, as such existed immediately prior to the Change in Control. During the Contract Period, the Executive also shall be entitled to hospital, health, medical and life insurance, and any other material benefits enjoyed, from time to time, by executive officers of the Employer, all upon terms as favorable as those enjoyed by other executive officers of the Employer. Notwithstanding anything in this section to the contrary, if the Employer adopts any change in the expenses allowed to, or fringe benefits provided for, executive officers of the Employer, and such policy is uniformly applied to all executive officers of the Employer, and any successor or acquirer of the Employer, if any, including the chief executive officer of such entities, then no such change in policy shall be deemed to be a violation of this provision.
6. **Termination for Cause.** At all times, including both before and during the Contract Period, the Employer shall have the right to terminate the Executive for Cause, upon written notice to him or her of the termination, which notice shall specify the reasons for the termination. In the event of termination for Cause, the Executive shall not be entitled to any further benefits under this Agreement.
7. **Disability.** During the Contract Period, if the Executive becomes permanently and totally disabled within the meaning of the Social Security Act, the Employer may terminate the employment of the Executive. In which event, the Executive shall not be entitled to any further benefits under this Agreement other than payments under

any disability policy which the Employer may maintain for the benefit of its senior officers generally.

8. **Death Benefits.** Upon the Executive's death during the Contract Period, the Executive shall be entitled to the benefits of any life insurance policy or supplemental executive retirement plan paid for, or maintained by, the Employer, but his estate shall not be entitled to any further benefits under this Agreement.

1. **Termination without Cause or Resignation for Good Reason.**

- a. The Employer may terminate the Executive without Cause during the Contract Period by giving the Executive not less than four weeks' prior written notice to the Executive. During the Contract Period, the Executive may resign within 90 days following the initial occurrence of a condition constituting a Good Reason upon giving not less than four weeks' prior written notice to the Employer specifying the condition constituting Good Reason. The date of termination of employment for Good Reason shall be no later than twenty-four months following commencement of the Contract Period. If the Employer terminates the Executive's employment during the Contract Period without Cause or if the Executive resigns for Good Reason, the Employer shall, upon such termination of employment, pay the Executive a lump sum amount equal to **250%** times the average of the annualized compensation, comprised of annualized salary and cash incentive or bonus compensation, paid or accrued to the Executive during the thirty-six month period (or such lesser number of months of actual employment) immediately prior to the Change in Control (the "Lump Sum Payment"). Notwithstanding the foregoing, any notice of resignation for Good Reason during the Contract Period furnished by the Executive to the Employer shall not be effective prior to the date that is three months following the date of the Change in Control, and the Executive shall continue to work through such three month period, unless the Employer shall agree in writing to an earlier effective date of such resignation.
- b. For a period of eighteen (18) months following the effective date of such termination of employment following a Change in Control, whether resulting from without Cause termination initiated by the Employer or for Good Reason initiated by the Executive, the Employer shall continue to provide the Executive with and pay the applicable premiums for medical and hospital insurance, disability insurance and life insurance benefits, as were provided and paid for at the time of the termination of his employment with the Employer; provided that, if at any time during such eighteen month period, the Executive becomes employed by another employer which provides one or more such benefits, the Employer shall, immediately and from the date when such benefits are made available to the Executive by the successor employer, be relieved of its obligation to provide such benefits to the extent such benefits are duplicative of what is provided to the Executive by the Executive's new employer. If the Employer cannot provide the benefits set forth in this Section 9(b) because Executive is no longer an employee and applicable rules and regulations prohibit the continuation

of such benefits in the manner contemplated, or it would subject the Employer to penalties, then the Employer shall pay Executive a cash lump sum payment reasonably estimated to be equal to the value of such benefits or the value of the remaining benefits at the time of such determination. The cash payment shall be made in a lump sum within thirty (30) days after the later of Executive's date of termination or the effective date of the rules or regulations prohibiting the benefits or subjecting the Bank to penalties.

- c. The Executive shall not have a duty to mitigate the damages suffered by him or her in connection with the termination by the Employer of his employment without Cause or a resignation for Good Reason during the Contract Period. If the Employer fails to pay the Executive the Lump Sum Payment or to provide him or her with the benefits due under this Section 9, the Executive, after giving ten (10) days' written notice to the Employer identifying the Employer's failure, shall be entitled to recover from the Employer all of his reasonable legal fees and expenses incurred in connection with his or her enforcement against the Employer of the terms of this Agreement. The Employer agrees to pay such legal fees and expenses to the Executive on demand. The Executive shall be denied payment of his or her legal fees and expenses only if a court finds that the Executive sought payment of such fees without reasonable cause and in bad faith.

Notwithstanding the foregoing, in the event that the Executive delivers written notice to the Employer of his or her termination of employment for Good Reason, the Employer will have a period of 30 calendar days during which the Employer may remedy the condition constituting Good Reason and if such condition is remedied, shall not be required to pay the amount due to the Executive under this Section 9 and such termination of employment shall not be effective.

10. **Resignation without Good Reason.** The Executive shall be entitled to resign from the employment of the Employer at any time during the Contract Period without Good Reason, but upon such resignation, the Executive shall not be entitled to any additional compensation for the time after which he or she ceases to be employed by the Employer, and shall not be entitled to any of the other benefits provided for herein, except as may otherwise be provided by the terms of such other plans or arrangements of the Employer or in accordance with applicable law. No such resignation shall be effective unless in writing with four weeks' notice thereof.

11. **Restrictions and Limitations on Executive Conduct.**

- a. **Non-Disclosure of Confidential Information.** Except in the course of his or her employment with the Employer and in pursuit of the business of the Company, the Bank or any of their subsidiaries or affiliates, the Executive shall not, at any time during or following the Contract Period, disclose or use for any purpose any confidential information or proprietary data of the Company, the Bank or any of their respective subsidiaries or affiliates. The

Executive agrees that, among other things, all information concerning the identity of, and the Company's and the Bank's relations with, their respective customers is confidential and proprietary information.

- b. **Covenant Not to Compete.** The Executive agrees that for a period of twelve months following termination of employment in conjunction with or after a Change in Control, the Executive shall not become employed or retained by, directly or indirectly, any FDIC insured depository institution whereby the Executive shall have a new work location that is within 15 miles of any branch or office of the Bank in existence as of the date of the Change in Control. The Executive acknowledges that the terms and conditions of this restrictive covenant are reasonable and necessary to protect the Company, its subsidiaries, its affiliates, and any successors in interest, and that the Employer's tender of compensation under this Agreement is fair, adequate and valid consideration in exchange for his or her promises and restrictions under this subparagraph of this Agreement. The Executive further acknowledges that his knowledge, skills and abilities are sufficient to permit him or her to earn a satisfactory livelihood without violating the provisions of this subparagraph.
- c. **Non-Solicitation of Business.** The Executive agrees that for a period of one year following termination of employment in conjunction with or after a Change in Control, the Executive shall not contact (with a view toward selling any product or service competitive with any product or service sold or proposed to be sold by the Company, the Bank or any successors thereto ("Companies")) any person, firm, association or corporation (a) to which the Companies sells any product or service, (b) which the Executive solicited, contacted or otherwise dealt with on behalf of the Companies, or (c) which the Executive is otherwise aware is a client of the Companies. During such one-year period, the Executive will not directly or indirectly make any such contact, either for his own benefit or for the benefit of any other person, firm, association, or corporation.
- d. **Non-Solicitation of Employees.** The Executive agrees that for a period of one year following termination of employment in conjunction with or after a Change in Control, the Executive shall not contact, on his or her own behalf or on behalf of others, employ, solicit, or induce, or attempt to employ, solicit or induce, any employee of the Companies for purposes of employment or other business relationship with any other business entity, nor will the Executive directly or indirectly, on his behalf or for others, seek to influence any Companies' employee to leave the employ of the Companies.
- e. **Specific Performance and Severability.** The Executive agrees that the Company and the Bank do not have an adequate remedy at law for the breach of this Section 11 and agrees that he or she shall be subject to injunctive relief

and equitable remedies as a result of any breach of this section. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

- f. **Survival.** This Section 11 shall survive the termination or resignation of the Executive's employment during the Contract Period for any reason and the expiration of this Agreement.

12. **Term and Effect Prior to Change in Control.**

- a. **Term.** Except as otherwise provided for herein, this Agreement shall commence on the Effective Date hereof and shall remain in effect for a period of **two (2) years** thereafter (the "Term") or until the end of the Contract Period, whichever is later. The Term shall be automatically extended for an additional one (1) year period on each annual anniversary date of the Effective Date, unless the Board of Directors of the Employer then in office votes not to so extend such Term prior to each such annual anniversary date. The Executive shall be promptly notified of the passage of such a resolution on non-extension of such Term. In the event that the Contract Period shall not commence prior to the expiration of the Term of this Agreement, then this Agreement shall terminate upon the expiration of the Term, unless such Term shall be extended prior to its expiration.
- b. **No Effect Prior to Change in Control.** This Agreement shall not, in any respect, affect any rights of the Employer or the Executive prior to a Change in Control, nor shall this Agreement affect or limit any rights of the Executive granted in accordance with any other agreement, plan or arrangement. The rights, duties and benefits provided hereunder shall only become effective upon the occurrence of a Change in Control, as defined in this Agreement. If the employment of the Executive is terminated by the Employer for any reason in good faith prior to a Change in Control, this Agreement shall thereafter be of no further force and effect.

13. **Limitations under Section 280G.** Notwithstanding the forgoing, all sums payable hereunder shall be reduced in such manner and to such extent so that no such payments made hereunder when aggregated with all other payments to be made to the Executive by the Company and the Bank shall be deemed an "excess parachute payment" in accordance with Section 280G of the Code, and thereby subjecting the Executive to the excise tax provided at Section 4999(a) of the Code.

14. **Release in Favor of the Company Corporate Group.** Notwithstanding anything herein to the contrary, such payment due in accordance with Section 9 herein shall be made to the Executive by the Employer on the date which is sixty (60) days following the date of Termination of Employment (the "Payment Date"); provided that the Executive shall have executed and delivered to the Employer within fifty

(50) days following the date of Termination of Employment a release in favor of the Company, the Bank, their respective affiliates and subsidiaries, and their respective employees, officers, directors and agents, which release shall be substantially in form and content as the form of General Release set forth at Exhibit A hereto (with any changes as are reasonably requested by the Employer to reflect changes in law or practice) and all permissible revocation periods have lapsed with respect to such release without being exercised by the Executive prior to such Payment Date. If the release requirements at this Section 14 have not been satisfied by the Executive prior to such Payment Date, including the lapse of all such revocation periods prior to such Payment Date, then the obligations of the Employer to make such payment to the Executive in accordance with Section 9 herein shall be nullified at such time.

15. **Severance Compensation and Benefits not in Derogation of Other Benefits.** Subject only to those particular terms of this Agreement to the contrary, the payment or obligation to pay any monies, or the granting of any benefits, rights or privileges to the Executive as provided in this Agreement shall not be in lieu or derogation of the rights and privileges that the Executive now has or will have under any plans or programs of the Employer.
16. **Miscellaneous.** This Agreement shall be the joint and several obligation of the Company, the Bank and any acquiring entity(ies) which assumes the obligations of the Company and the Bank under this Agreement. The terms of this Agreement shall be governed by, and interpreted and construed in accordance with the provisions of, the laws of New Jersey and, to the extent applicable, Federal law. Except as specifically set forth in this Agreement, this Agreement supersedes all prior agreements and understandings with respect to the matters covered hereby. The amendment or termination of this Agreement may be made only in a writing executed by the Company, the Bank and the Executive, and no amendment or termination of this Agreement shall be effective unless and until made in such a writing. This Agreement shall be binding to the extent of its applicability upon any successor (whether direct or indirect, by purchase, merge, consolidation, liquidation or otherwise) to all or substantially all of the assets of the Company or the Bank. This Agreement is personal to the Executive, and the Executive may not assign any of his rights or duties hereunder, but this Agreement shall be enforceable by the Executive's legal representatives, executors or administrators. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. The Company or the Bank, as the case may be, shall, as part of any Change in Control involving an acquiring entity or successor to the Company or the Bank, obtain an enforceable assumption in writing by (i) the entity which is the acquiring entity or successor to the Company or the Bank, as the case may be, in the Change in Control and, (ii) if the acquiring entity or successor to the Company or the Bank, as the case may be, is a bank, the holding company parent of the acquiring entity or successor, of this Agreement and the obligations of

the Company or the Bank, as the case may be, under this Agreement, and shall provide a copy of such assumption to the Executive prior to any Change in Control.

17. **Regulatory Matters.**

Notwithstanding anything herein to the contrary, any payments made to the Executive pursuant to the Agreement, or otherwise, shall be subject to and conditioned upon compliance with 12 USC § 1828(k) and FDIC Regulation 12 CFR Part 359, Golden Parachute and Indemnification Payments promulgated thereunder.

18. **Section 409A Compliance.**

- a. This Agreement shall be amended to the extent necessary to comply with Section 409A of the Code and regulations promulgated thereunder. Prior to such amendment, and notwithstanding anything contained herein to the contrary, this Agreement shall be construed in a manner consistent with Section 409A of the Code and the parties shall take such actions as are required to comply in good faith with the provisions of Section 409A of the Code such that payments shall not be made to the Executive at such time if such payments shall subject the Executive to the penalty tax under Section 409A of the Code, but rather such payments shall be made by the Bank to the Executive at the earliest time permissible thereafter without the Executive having liability for such penalty tax under Section 409A of the Code.
- b. If and to the extent termination payments under this Agreement constitute deferred compensation within the meaning of Section 409A of the Code and regulations promulgated thereunder, and if the payment under this Section 9 does not qualify as a short-term deferral under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(4) (or any similar or successor provisions), and the Executive is a Specified Employee within the meaning of Section 409A of the Code and regulations promulgated thereunder, then the payment of such termination payments that constitute deferred compensation under Section 409A of the Code shall comply with Section 409A(a)(2)(B)(i) of the Code and the regulations thereunder, which generally provide that distributions of deferred compensation (within the meaning of Section 409A of the Code) to a Specified Employee that are payable on account of Termination of Employment may not commence prior to the six (6) month anniversary of the Executive's Termination of Employment (or, if earlier, the date of the Executive's death). Amounts that would otherwise be distributed to the Executive during such six (6) month period but for the preceding sentence shall be accumulated and paid to the Executive on the 185th day following the date of the Executive's Termination of Employment.

"Specified Employee" means, for an applicable twelve (12) month period beginning on April 1, a key employee (as described in Section 416(i) of the

Code, determined without regard to paragraph (5) thereof) during the calendar year ending on the December 31 immediately preceding such April 1.

"Termination of Employment" shall have the same meaning as "separation from service", as that phrase is defined in Section 409A of the Code (taking into account all rules and presumptions provided for in the Section 409A of the Code regulations).

c. Notwithstanding the six-month delay rule set forth in Section 18b. above:

(i) To the maximum extent permitted under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(9)(iii) (or any similar or successor provisions), the Employer will pay the Executive an amount equal to the lesser of two times (1) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a) (17) of the Code for the year in which the Executive's Termination of Employment occurs, and (2) the sum of the Executive's annualized compensation based upon the annual rate of pay for services provided to the Employer for the taxable year of the Executive preceding the taxable year of the Executive in which his or her Termination of Employment occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Executive had not had a Termination of Employment); provided that amounts paid under this Section 18c. must be paid no later than the last day of the second taxable year of the Executive following the taxable year of the Executive in which occurs the Termination of Employment and such amounts paid will count toward, and will not be in addition to, the total payment amount required to be made to the Executive by the Employer under Section 9; and

(ii) To the maximum extent permitted under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(9)(v)(D) (or any similar or successor provisions), within ten (10) days of the Termination of Employment, the Employer will pay the Executive an amount equal to the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year of the Executive's Termination of Employment; provided that the amount paid under this Section 18c. will count toward, and will not be in addition to, the total payment amount required to be made to the Executive by the Employer under this Section 9.

d. To the extent that any reimbursements or in-kind payments are subject to Section 409A of the Code, then such expenses (other than medical expenses) must be incurred before the last day of the second taxable year following the taxable year in which the termination occurred, provided that any reimbursement for such expenses shall be paid before the Executive's third taxable year following the taxable year in which the termination occurred. For medical expenses, to the extent the Agreement entitles the Executive to reimbursement by the Employer of payments of medical expenses incurred and paid by the Executive but not reimbursed by a person other than the Employer and allowable as a deduction under Section 213 of the Code (disregarding

the requirement of Section 213(a) of the Code that the deduction is available only to the extent that such expenses exceed 7.5 percent of adjusted gross income), then the reimbursement applies during the period of time during which the Executive would be entitled (or would, but for the Agreement, be entitled) to continuation coverage under a group health plan of the Bank or the Company under Section 4980B of the Code (COBRA) if the Executive elected such coverage and paid the applicable premiums.

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be signed by their respective duly authorized representatives pursuant to the authority of their respective Boards of Directors, and the Executive has personally executed this Agreement, all as of the date and year first written above.

ATTEST: PARKE BANK

Secretary By: Vito S. Pantilione

ATTEST: PARKE BANCORP, INC.

Secretary By: Vito S. Pantilione

WITNESS: EXECUTIVE:

John F. Hawkins

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Section 4: EX-10.2 (EXHIBIT 10.2)

MANAGEMENT CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS MANAGEMENT CHANGE IN CONTROL SEVERANCE AGREEMENT (this “Agreement”) is made on and as of this 19 day of July, 2016 (“Effective Date”), by and between Parke Bancorp, Inc. (“Company”), a corporation organized under the laws of the State of New Jersey which serves as a bank holding company, with its principal office at 601 Delsea Drive, Sewell, New Jersey 08080, Parke Bank (“Bank”), a banking corporation organized under the laws of the State of New Jersey, with its

principal office at 601 Delsea Drive, Sewell, New Jersey 08080, and Ralph Gallo (the “Executive”).

WHEREAS, the Executive is, as of the effective date of this Agreement, employed by the Company and the Bank, a wholly owned subsidiary of the Company, as **Senior Vice President** (“Officer Position”); and

WHEREAS, the Board of Directors of the Bank believes that the Executive has worked, and will continue to work, diligently in his position in pursuing the business objectives of the Bank to the direct benefit of the Company and its shareholders;

WHEREAS, the Board believes that, if the Company receives any proposal from a third-party concerning a possible business combination with, or the acquisition of equity securities of, the Company, it is imperative that the Company and its Board be able to rely upon the Executive to continue in his or her position with the Company and the Bank, and that the Board be able to receive and rely upon his advice, if they request it, as to the best interests of the Company and its shareholders, without concern that the Executive might be distracted by the personal uncertainties and risks created by such a proposal; and

WHEREAS, to achieve that goal, and to retain the Executive’s services as an executive employee of the Company and the Bank prior to and through the occurrence of a potential future Change in Control, as defined in this Agreement, the Company, the Bank and the Executive have, with the full support and concurrence of the Board of Directors of each of the Company and the Bank, agreed to enter into this Agreement to provide to the Executive certain benefits in the event that his or her employment as an executive employee of the Company or the Bank is terminated in conjunction with or after a Change in Control of the Company or the Bank.

NOW THEREFORE, in order to assure the Company and the Bank that they will have the continued dedication of the Executive and the availability of his or her ongoing advice and contribution notwithstanding the possibility, threat or occurrence of a change in the control or ownership of the Company or the Bank, and to induce the Executive to remain in the employ of the Company and the Bank pending such potential Change in Control, the Company, the Bank and the Executive, each intending to be legally bound hereby, agree as follows:

1. **Definitions.**

- a. **Cause.** For purposes of this Agreement, “Cause”, with respect to the termination by the Employer of the Executive’s employment shall mean (i) the willful and continued failure by the Executive to perform his or her duties for the Employer under this Agreement after at least one warning in writing from the President and Chief Executive Officer of the Employer identifying specifically any such failure and providing at least a ten day period for an opportunity to cure such failure detailed in such warning; (ii) if the Executive shall have engaged in conduct involving fraud, deceit, personal dishonesty, breach of fiduciary duty or illegal conduct in his or her business and/or personal matters; (iii) willful misconduct of any type by the Executive, including, but not limited to, the disclosure or improper use of confidential information under Section 11 of this Agreement, which causes material injury to the Company or any of its subsidiaries or affiliates, as specified in a written notice to the Executive from President and Chief Executive Officer of the Employer; (iv) the Executive’s conviction of a crime (other than a traffic violation); (v) if the Executive shall have become subject to continuing intemperance in the use of alcohol or drugs which has adversely affected, or may adversely affect, the business or reputation of the Company or the Bank as determined by the Board or the President and Chief Executive Officer of the Employer; (vi) if the Executive shall have violated any banking law or regulation, memorandum of understanding, cease and desist order, or other agreement with any banking agency having jurisdiction over the Company or the Bank which, in the judgment of the Board or the President and Chief Executive Officer of the Employer, has adversely affected, or may adversely affect, the business or reputation of the Company or the Bank; (vii) if the Executive shall have filed, or had filed against him or her, any petition under the federal bankruptcy laws or any state insolvency laws; or (viii) if any banking authority having supervisory jurisdiction over the Company or the Bank initiates any proceedings for removal of the Executive. No act or failure to act on the part of the Executive shall be considered to have been willful for purposes of clause (i) or (iii) of this Section 1(a) unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the action or omission was in the best interest of the Company or any of its subsidiaries or affiliates.
- b. **Change in Control.** “Change in Control” shall mean the occurrence of any of the following events:

(i) Merger: The Company or the Bank merges into or consolidates with another entity, or merges another bank or corporation into the Bank or the Company, and as a result, less than a majority of the combined voting power of the resulting corporation immediately after the merger or consolidation is held by persons who were stockholders of the Company or the Bank immediately before the merger or consolidation;

(ii) Acquisition of Significant Share Ownership: There is filed, or is required to be filed, a report on Schedule 13D or another form or schedule (other than Schedule 13G) required under Sections 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended, if the schedule discloses that the filing person or persons acting in concert has or have become the beneficial owner of 25% or more of a class of the Company's or the Bank's voting securities; provided, however, this clause (ii) shall not apply to beneficial ownership of the Company's or the Bank's voting shares held in a fiduciary capacity by an entity of which the Company directly or indirectly beneficially owns 50% or more of its outstanding voting securities;

(iii) Change in Board Composition: Individuals who constitute the Company's or the Bank's Board of Directors on the Effective Date hereof (the "Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the Effective Date whose election was approved by a vote of at least three-quarters of the directors comprising the Incumbent Board shall be considered, for purposes of this clause (iii), as though he or she was a member of the Incumbent Board; or

(iv) Sale of Assets: The Company or the Bank sells to a third party all or substantially all of its assets.

The definition of Change in Control shall be construed to be consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder.

c. **Contract Period.** "Contract Period" shall mean the period commencing on the business day immediately preceding a Change in Control and ending on the earlier of (i) the second anniversary of the date of the Change in Control, or (ii) the death of the Executive.

d. **Employer.** "Employer" shall mean the Company and/or the Bank, whichever entity that shall employ the Executive from time to time, and any successor entity thereto.

e. **Good Reason.** When used with reference to a voluntary termination by the Executive of his or her employment with the Employer, "Good Reason" shall mean any of the following, if taken without the Executive's express written consent:

- (1) a material diminution in the Executive's base compensation during the Contract Period;
- (2) a material diminution in the Executive's authority, duties, or responsibilities during the Contract Period;
- (3) a material diminution in the budget over which the Executive retains authority;

(4) a more than 25 mile change in the geographic location of the Executive's office location during the Contract Period, including assignment to a work location outside of New Jersey; or

(5) any other action or inaction that constitutes a material breach by the Employer of the agreement under which the Executive provides services.

2. **Employment.** The Employer hereby agrees to employ the Executive, and the Executive hereby accepts such employment, during the Contract Period upon the terms and conditions set forth herein. The Company and the Bank may, in the exercise of their sole discretion, transfer the Executive's employment relationship from the Bank to the Company, or from the Company to the Bank, in which case the transferee employer shall be the Employer for all purposes of this Agreement. The transfer of the Executive's employment relationship between the Bank and

the Company shall not be deemed to be either an actual or constructive termination of the Executive or “Good Reason” for any purpose of this Agreement, and the Executive’s employment shall be deemed to have continued without interruption for all purposes of this Agreement.

3. **Job Position.** During the Contract Period, the Executive shall be employed in the Officer Position with the Company and the Bank, or such other corporate or divisional profit center as shall then be the principal successor to the business, assets and properties of the Bank, with a comparable position title and comparable professional job duties, responsibilities and required experience and skill level as were in effect before the Change in Control. The Executive shall devote his or her full time professional effort and attention to the business of the Employer, and shall not, during the Contract Period, be engaged in any other business activity without the written consent of the Employer.
4. **Cash Compensation.** The Employer shall pay to the Executive compensation for his or her services during the Contract Period as follows:
 - a. **Base Compensation.** The base compensation shall be equal to not less than such annual compensation, including both salary and bonus, as was paid to or accrued by, or for the benefit of, the Executive in the twelve (12) months immediately prior to the Change in Control. The annual salary portion of base compensation shall be payable in installments in accordance with the Employer’s usual payroll method. The bonus portion, if any, shall be payable at the time and in the manner as to which the Employer paid such bonuses prior to the Change in Control. Any increase in the Executive’s annual compensation pursuant to paragraph 4(b) below, or otherwise, shall automatically and permanently increase the base compensation.
 - b. **Annual Increase.** During the Contract Period, the Board of Directors of the Employer shall review not less than annually, the Executive’s compensation and shall award him or her additional compensation to reflect the Executive’s performance and the performance of the Employer and the Company corporate group, and competitive compensation levels, all as determined in the discretion of the Board of Directors of the Employer.

Additional compensation may take any form including but not limited to increases in annual salary, incentive bonuses and/or bonuses not tied to performance.

5. **Expenses and Fringe Benefits.** During the Contract Period, the Executive shall be entitled to reimbursement for all business expenses incurred by him or her with respect to the business of the Employer in the same manner and to the same extent as such expenses were previously reimbursed to him or her immediately prior to the Change in Control. If prior to the Change in Control, the Executive was entitled to the use of an automobile, he or she shall continue to be entitled to the same use of an automobile at least comparable to the automobile provided to him or her prior to the Change in Control, and he or she shall be entitled to vacation leave and sick days, in accordance with the practices and procedures of the Employer, as such existed immediately prior to the Change in Control. During the Contract Period, the Executive also shall be entitled to hospital, health, medical and life insurance, and any other material benefits enjoyed, from time to time, by executive officers of the Employer, all upon terms as favorable as those enjoyed by other executive officers of the Employer. Notwithstanding anything in this section to the contrary, if the Employer adopts any change in the expenses allowed to, or fringe benefits provided for, executive officers of the Employer, and such policy is uniformly applied to all executive officers of the Employer, and any successor or acquirer of the Employer, if any, including the chief executive officer of such entities, then no such change in policy shall be deemed to be a violation of this provision.
6. **Termination for Cause.** At all times, including both before and during the Contract Period, the Employer shall have the right to terminate the Executive for Cause, upon written notice to him or her of the termination, which notice shall specify the reasons for the termination. In the event of termination for Cause, the Executive shall not be entitled to any further benefits under this Agreement.
7. **Disability.** During the Contract Period, if the Executive becomes permanently and totally disabled within the meaning of the Social Security Act, the Employer may terminate the employment of the Executive. In which event, the Executive shall not be entitled to any further benefits under this Agreement other than payments under any

disability policy which the Employer may maintain for the benefit of its senior officers generally.

8. **Death Benefits.** Upon the Executive's death during the Contract Period, the Executive shall be entitled to the benefits of any life insurance policy or supplemental executive retirement plan paid for, or maintained by, the Employer, but his estate shall not be entitled to any further benefits under this Agreement.
9. **Termination without Cause or Resignation for Good Reason.**
 - a. The Employer may terminate the Executive without Cause during the Contract Period by giving the Executive not less than four weeks' prior written notice to the Executive. During the Contract Period, the Executive may resign within 90 days following the initial occurrence of a condition constituting a Good Reason upon giving not less than four weeks' prior written notice to the Employer specifying the condition constituting Good Reason. The date of termination of employment for Good Reason shall be no later than twenty-four months following commencement of the Contract Period. If the Employer terminates the Executive's employment during the Contract Period without Cause or if the Executive resigns for Good Reason, the Employer shall, upon such termination of employment, pay the Executive a lump sum amount equal to **150%** times the average of the annualized compensation, comprised of annualized salary and cash incentive or bonus compensation, paid or accrued to the Executive during the thirty-six month period (or such lesser number of months of actual employment) immediately prior to the Change in Control (the "Lump Sum Payment"). Notwithstanding the foregoing, any notice of resignation for Good Reason during the Contract Period furnished by the Executive to the Employer shall not be effective prior to the date that is three months following the date of the Change in Control, and the Executive shall continue to work through such three month period, unless the Employer shall agree in writing to an earlier effective date of such resignation.
 - b. For a period of eighteen (18) months following the effective date of such termination of employment following a Change in Control, whether resulting from without Cause termination initiated by the Employer or for Good Reason initiated by the Executive, the Employer shall continue to provide the Executive with and pay the applicable premiums for medical and hospital insurance, disability insurance and life insurance benefits, as were provided and paid for at the time of the termination of his employment with the Employer; provided that, if at any time during such eighteen month period, the Executive becomes employed by another employer which provides one or more such benefits, the Employer shall, immediately and from the date when such benefits are made available to the Executive by the successor employer, be relieved of its obligation to provide such benefits to the extent such benefits are duplicative of what is provided to the Executive by the Executive's new employer. If the Employer cannot provide the benefits set forth in this Section 9(b) because Executive is no longer an employee and applicable rules and regulations prohibit the continuation of such benefits in the manner contemplated, or it would subject the Employer to penalties, then the Employer shall pay Executive a cash lump sum payment reasonably estimated to be equal to the value of such benefits or the value of the remaining benefits at the time of such determination. The cash payment shall be made in a lump sum within thirty (30) days after the later of Executive's date of termination or the effective date of the rules or regulations prohibiting the benefits or subjecting the Bank to penalties.
 - c. The Executive shall not have a duty to mitigate the damages suffered by him or her in connection with the termination by the Employer of his employment without Cause or a resignation for Good Reason during the Contract Period. If the Employer fails to pay the Executive the Lump Sum Payment or to provide him or her with the benefits due under this Section 9, the Executive, after giving ten (10) days' written notice to the Employer identifying the Employer's failure, shall be entitled to recover from the Employer all of his reasonable legal fees and expenses incurred in connection with his or her enforcement against the Employer of the terms of this Agreement. The Employer agrees to pay such legal fees and expenses to the Executive on demand. The Executive shall be denied payment of his or her legal fees and expenses only if a court finds that the Executive sought payment of such fees without reasonable cause and in bad faith.

Notwithstanding the foregoing, in the event that the Executive delivers written notice to the Employer of his or her termination of employment for Good Reason, the Employer will have a period of 30 calendar days during which the Employer may remedy the condition constituting Good Reason and if such condition is remedied, shall not be required to pay the amount due to the Executive under this Section 9 and such termination of employment shall not be effective.

10. **Resignation without Good Reason.** The Executive shall be entitled to resign from the employment of the

Employer at any time during the Contract Period without Good Reason, but upon such resignation, the Executive shall not be entitled to any additional compensation for the time after which he or she ceases to be employed by the Employer, and shall not be entitled to any of the other benefits provided for herein, except as may otherwise be provided by the terms of such other plans or arrangements of the Employer or in accordance with applicable law. No such resignation shall be effective unless in writing with four weeks' notice thereof.

11. **Restrictions and Limitations on Executive Conduct.**

- a. **Non-Disclosure of Confidential Information.** Except in the course of his or her employment with the Employer and in pursuit of the business of the Company, the Bank or any of their subsidiaries or affiliates, the Executive shall not, at any time during or following the Contract Period, disclose or use for any purpose any confidential information or proprietary data of the Company, the Bank or any of their respective subsidiaries or affiliates. The Executive agrees that, among other things, all information concerning the identity of, and the Company's and the Bank's relations with, their respective customers is confidential and proprietary information.
- b. **Covenant Not to Compete.** The Executive agrees that for a period of twelve months following termination of employment in conjunction with or after a Change in Control, the Executive shall not become employed or retained by, directly or indirectly, any FDIC insured depository institution whereby the Executive shall have a new work location that is within 15 miles of any branch or office of the Bank in existence as of the date of the Change in Control. The Executive acknowledges that the terms and conditions of this restrictive covenant are reasonable and necessary to protect the Company, its subsidiaries, its affiliates, and any successors in interest, and that the Employer's tender of compensation under this Agreement is fair, adequate and valid consideration in exchange for his or her promises and restrictions under this subparagraph of this Agreement. The Executive further acknowledges that his knowledge, skills and abilities are sufficient to permit him or her to earn a satisfactory livelihood without violating the provisions of this subparagraph.
- c. **Non-Solicitation of Business.** The Executive agrees that for a period of one year following termination of employment in conjunction with or after a Change in Control, the Executive shall not contact (with a view toward selling any product or service competitive with any product or service sold or proposed to be sold by the Company, the Bank or any successors thereto ("Companies")) any person, firm, association or corporation (a) to which the Companies sells any product or service, (b) which the Executive solicited, contacted or otherwise dealt with on behalf of the Companies, or (c) which the Executive is otherwise aware is a client of the Companies. During such one-year period, the Executive will not directly or indirectly make any such contact, either for his own benefit or for the benefit of any other person, firm, association, or corporation.
- d. **Non-Solicitation of Employees.** The Executive agrees that for a period of one year following termination of employment in conjunction with or after a Change in Control, the Executive shall not contact, on his or her own behalf or on behalf of others, employ, solicit, or induce, or attempt to employ, solicit or induce, any employee of the Companies for purposes of employment or other business relationship with any other business entity, nor will the Executive directly or indirectly, on his behalf or for others, seek to influence any Companies' employee to leave the employ of the Companies.
- e. **Specific Performance and Severability.** The Executive agrees that the Company and the Bank do not have an adequate remedy at law for the breach of this Section 11 and agrees that he or she shall be subject to injunctive relief and equitable remedies as a result of any breach of this section. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the force and effect of the remaining provisions.
- f. **Survival.** This Section 11 shall survive the termination or resignation of the Executive's employment during the Contract Period for any reason and the expiration of this Agreement.

12. **Term and Effect Prior to Change in Control.**

- a. **Term.** Except as otherwise provided for herein, this Agreement shall commence on the Effective Date hereof and shall remain in effect for a period of **two (2) years** thereafter (the "Term") or until the end of the Contract Period, whichever is later. The Term shall be automatically extended for an additional one (1) year period on each annual anniversary date of the Effective Date, unless the Board of Directors of the Employer then in office votes not to so extend such Term prior to each such annual anniversary date. The Executive shall be promptly notified of the passage of such a resolution on non-extension of such Term. In the event that the Contract Period shall not commence prior to the expiration of the Term of this Agreement, then this Agreement shall terminate upon the expiration of the Term, unless such Term shall be extended prior to its expiration.
- b. **No Effect Prior to Change in Control.** This Agreement shall not, in any respect, affect any rights of the Employer or the Executive prior to a Change in Control, nor shall this Agreement affect or limit any rights of the Executive granted in accordance with any other agreement, plan or arrangement. The rights, duties and benefits provided hereunder shall only become effective upon the occurrence of a Change in Control, as defined in this Agreement. If the employment of the Executive is terminated by the Employer for any reason in good faith prior to a Change in Control, this Agreement shall thereafter be of no further force and effect.

13. **Limitations under Section 280G.** Notwithstanding the forgoing, all sums payable hereunder shall be reduced in such manner and to such extent so that no such payments made hereunder when aggregated with all other payments to be made to the Executive by the Company and the Bank shall be deemed an "excess parachute payment" in accordance with Section 280G of the Code, and thereby subjecting the Executive to the excise tax provided at Section 4999(a) of the Code.

14. **Release in Favor of the Company Corporate Group.** Notwithstanding anything herein to the contrary, such payment due in accordance with Section 9 herein shall be made to the Executive by the Employer on the date which is sixty (60) days following the date of Termination of Employment (the "Payment Date"); provided that the Executive shall have executed and delivered to the Employer within fifty (50) days following the date of Termination of Employment a release in favor of the Company, the Bank, their respective affiliates and subsidiaries, and their respective employees, officers, directors and agents, which release shall be substantially in form and content as the form of General Release set forth at Exhibit A hereto (with any changes as are reasonably requested by the Employer to reflect changes in law or practice) and all permissible revocation periods have lapsed with respect to such release without being exercised by the Executive prior to such Payment Date. If the release requirements at this Section 14 have not been satisfied by the Executive prior to such Payment Date, including the lapse of all such revocation periods prior to such Payment Date, then the obligations of the Employer to make such payment to the Executive in accordance with Section 9 herein shall be nullified at such time.

15. **Severance Compensation and Benefits not in Derogation of Other Benefits.** Subject only to those particular terms of this Agreement to the contrary, the payment or obligation to pay any monies, or the granting of any benefits, rights or privileges to the Executive as provided in this Agreement shall not be in lieu or derogation of the rights and privileges that the Executive now has or will have under any plans or programs of the Employer.

16. **Miscellaneous.** This Agreement shall be the joint and several obligation of the Company, the Bank and any acquiring entity(ies) which assumes the obligations of the Company and the Bank under this Agreement. The terms of this Agreement shall be governed by, and interpreted and construed in accordance with the provisions of, the laws of New Jersey and, to the extent applicable, Federal law. Except as specifically set forth in this Agreement, this Agreement supersedes all prior agreements and understandings with respect to the matters covered hereby. The amendment or termination of this Agreement may be made only in a writing executed by the Company, the Bank and the Executive, and no amendment or termination of this Agreement shall be effective unless and until made in such a writing. This Agreement shall be binding to the extent of its applicability upon any successor (whether direct or indirect, by purchase, merge, consolidation, liquidation or otherwise) to all or substantially all of the assets of the Company or the Bank. This Agreement is personal to the Executive, and the Executive may not assign any of his rights or duties hereunder, but this Agreement shall be enforceable by the Executive's legal

representatives, executors or administrators. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. The Company or the Bank, as the case may be, shall, as part of any Change in Control involving an acquiring entity or successor to the Company or the Bank, obtain an enforceable assumption in writing by (i) the entity which is the acquiring entity or successor to the Company or the Bank, as the case may be, in the Change in Control and, (ii) if the acquiring entity or successor to the Company or the Bank, as the case may be, is a bank, the holding company parent of the acquiring entity or successor, of this Agreement and the obligations of the Company or the Bank, as the case may be, under this Agreement, and shall provide a copy of such assumption to the Executive prior to any Change in Control.

17. **Regulatory Matters.**

Notwithstanding anything herein to the contrary, any payments made to the Executive pursuant to the Agreement, or otherwise, shall be subject to and conditioned upon compliance with 12 USC § 1828(k) and FDIC Regulation 12 CFR Part 359, Golden Parachute and Indemnification Payments promulgated thereunder.

18. **Section 409A Compliance.**

- a. This Agreement shall be amended to the extent necessary to comply with Section 409A of the Code and regulations promulgated thereunder. Prior to such amendment, and notwithstanding anything contained herein to the contrary, this Agreement shall be construed in a manner consistent with Section 409A of the Code and the parties shall take such actions as are required to comply in good faith with the provisions of Section 409A of the Code such that payments shall not be made to the Executive at such time if such payments shall subject the Executive to the penalty tax under Section 409A of the Code, but rather such payments shall be made by the Bank to the Executive at the earliest time permissible thereafter without the Executive having liability for such penalty tax under Section 409A of the Code.
- b. If and to the extent termination payments under this Agreement constitute deferred compensation within the meaning of Section 409A of the Code and regulations promulgated thereunder, and if the payment under this Section 9 does not qualify as a short-term deferral under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(4) (or any similar or successor provisions), and the Executive is a Specified Employee within the meaning of Section 409A of the Code and regulations promulgated thereunder, then the payment of such termination payments that constitute deferred compensation under Section 409A of the Code shall comply with Section 409A(a)(2)(B)(i) of the Code and the regulations thereunder, which generally provide that distributions of deferred compensation (within the meaning of Section 409A of the Code) to a Specified Employee that are payable on account of Termination of Employment may not commence prior to the six (6) month anniversary of the Executive's Termination of Employment (or, if earlier, the date of the Executive's death). Amounts that would otherwise be distributed to the Executive during such six (6) month period but for the preceding sentence shall be accumulated and paid to the Executive on the 185th day following the date of the Executive's Termination of Employment.

"Specified Employee" means, for an applicable twelve (12) month period beginning on April 1, a key employee (as described in Section 416(i) of the Code, determined without regard to paragraph (5) thereof) during the calendar year ending on the December 31 immediately preceding such April 1.

"Termination of Employment" shall have the same meaning as "separation from service", as that phrase is defined in Section 409A of the Code (taking into account all rules and presumptions provided for in the Section 409A of the Code regulations).

- c. Notwithstanding the six-month delay rule set forth in Section 18b. above:

- (i) To the maximum extent permitted under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(9)(iii) (or any similar or successor provisions), the Employer will pay the Executive an amount equal to the lesser of two times (1) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)

(17) of the Code for the year in which the Executive's Termination of Employment occurs, and (2) the sum of the Executive's annualized compensation based upon the annual rate of pay for services provided to the Employer for the taxable year of the Executive preceding the taxable year of the Executive in which his or her Termination of Employment occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Executive had not had a Termination of Employment); provided that amounts paid under this Section 18c. must be paid no later than the last day of the second taxable year of the Executive following the taxable year of the Executive in which occurs the Termination of Employment and such amounts paid will count toward, and will not be in addition to, the total payment amount required to be made to the Executive by the Employer under Section 9; and

(ii) To the maximum extent permitted under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(9)(v)(D) (or any similar or successor provisions), within ten (10) days of the Termination of Employment, the Employer will pay the Executive an amount equal to the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year of the Executive's Termination of Employment; provided that the amount paid under this Section 18c. will count toward, and will not be in addition to, the total payment amount required to be made to the Executive by the Employer under this Section 9.

- d. To the extent that any reimbursements or in-kind payments are subject to Section 409A of the Code, then such expenses (other than medical expenses) must be incurred before the last day of the second taxable year following the taxable year in which the termination occurred, provided that any reimbursement for such expenses shall be paid before the Executive's third taxable year following the taxable year in which the termination occurred. For medical expenses, to the extent the Agreement entitles the Executive to reimbursement by the Employer of payments of medical expenses incurred and paid by the Executive but not reimbursed by a person other than the Employer and allowable as a deduction under Section 213 of the Code (disregarding the requirement of Section 213(a) of the Code that the deduction is available only to the extent that such expenses exceed 7.5 percent of adjusted gross income), then the reimbursement applies during the period of time during which the Executive would be entitled (or would, but for the Agreement, be entitled) to continuation coverage under a group health plan of the Bank or the Company under Section 4980B of the Code (COBRA) if the Executive elected such coverage and paid the applicable premiums.

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be signed by their respective duly authorized representatives pursuant to the authority of their respective Boards of Directors, and the Executive has personally executed this Agreement, all as of the date and year first written above.

ATTEST: PARKE BANK

_____/s/ Vito S. Pantilione
Secretary By: Vito S. Pantilione

ATTEST: PARKE BANCORP, INC.

_____/s/ Vito S. Pantilione
Secretary By: Vito S. Pantilione

WITNESS: EXECUTIVE:

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Section 5: EX-10.3 (EXHIBIT 10.3)

MANAGEMENT CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS MANAGEMENT CHANGE IN CONTROL SEVERANCE AGREEMENT (this “Agreement”) is made on and as of this 19 day of July, 2016 (“Effective Date”), by and between Parke Bancorp, Inc. (“Company”), a corporation organized under the laws of the State of New Jersey which serves as a bank holding company, with its principal office at 601 Delsea Drive, Sewell, New Jersey 08080, Parke Bank (“Bank”), a banking corporation organized under the laws of the State of New Jersey, with its principal office at 601 Delsea Drive, Sewell, New Jersey 08080, and **Paul E. Palmieri** (the “Executive”).

WHEREAS, the Executive is, as of the effective date of this Agreement, employed by the Company and the Bank, a wholly owned subsidiary of the Company, as **Senior Vice President and Chief Loan Officer** (“Officer Position”); and

WHEREAS, the Board of Directors of the Bank believes that the Executive has worked, and will continue to work, diligently in his position in pursuing the business objectives of the Bank to the direct benefit of the Company and its shareholders;

WHEREAS, the Board believes that, if the Company receives any proposal from a third-party concerning a possible business combination with, or the acquisition of equity securities of, the Company, it is imperative that the Company and its Board be able to rely upon the Executive to continue in his or her position with the Company and the Bank, and that the Board be able to receive and rely upon his advice, if they request it, as to the best interests of the Company and its shareholders, without concern that the Executive might be distracted by the personal uncertainties and risks created by such a proposal; and

WHEREAS, to achieve that goal, and to retain the Executive’s services as an executive employee of the Company and the Bank prior to and through the occurrence of a potential future Change in Control, as defined in this Agreement, the Company, the Bank and the Executive have, with the full support and concurrence of the Board of Directors of each of the Company and the Bank, agreed to enter into this Agreement to provide to the Executive certain benefits in the event that his or her employment as an executive employee of the Company or the Bank is terminated in conjunction with or after a Change in Control of the Company or the Bank.

NOW THEREFORE, in order to assure the Company and the Bank that they will have the continued dedication of the Executive and the availability of his or her ongoing advice and contribution notwithstanding the possibility, threat or occurrence of a change in the control or ownership of the Company or the Bank, and to induce the Executive to remain in the employ of the Company and the Bank pending such potential Change in Control, the Company, the Bank and the Executive, each intending to be legally bound hereby, agree as follows:

1. **Definitions.**

- a. **Cause.** For purposes of this Agreement, “Cause”, with respect to the termination by the Employer of the Executive’s employment shall mean (i) the willful and continued failure by the Executive to perform his or her duties for the Employer under this Agreement after at least one warning in writing from the President and Chief Executive Officer of the Employer identifying specifically any such failure and providing at least a ten day period for an opportunity to cure such failure detailed in such warning; (ii) if the Executive shall have engaged in conduct involving fraud, deceit, personal dishonesty, breach of fiduciary duty or illegal conduct in his or her business and/or personal matters; (iii) willful misconduct of any type by the Executive,

including, but not limited to, the disclosure or improper use of confidential information under Section 11 of this Agreement, which causes material injury to the Company or any of its subsidiaries or affiliates, as specified in a written notice to the Executive from President and Chief Executive Officer of the Employer; (iv) the Executive's conviction of a crime (other than a traffic violation); (v) if the Executive shall have become subject to continuing intemperance in the use of alcohol or drugs which has adversely affected, or may adversely affect, the business or reputation of the Company or the Bank as determined by the Board or the President and Chief Executive Officer of the Employer; (vi) if the Executive shall have violated any banking law or regulation, memorandum of understanding, cease and desist order, or other agreement with any banking agency having jurisdiction over the Company or the Bank which, in the judgment of the Board or the President and Chief Executive Officer of the Employer, has adversely affected, or may adversely affect, the business or reputation of the Company or the Bank; (vii) if the Executive shall have filed, or had filed against him or her, any petition under the federal bankruptcy laws or any state insolvency laws; or (viii) if any banking authority having supervisory jurisdiction over the Company or the Bank initiates any proceedings for removal of the Executive. No act or failure to act on the part of the Executive shall be considered to have been willful for purposes of clause (i) or (iii) of this Section 1(a) unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the action or omission was in the best interest of the Company or any of its subsidiaries or affiliates.

b. **Change in Control.** "Change in Control" shall mean the occurrence of any of the following events:

(i) Merger: The Company or the Bank merges into or consolidates with another entity, or merges another bank or corporation into the Bank or the Company, and as a result, less than a majority of the combined voting power of the resulting corporation immediately after the merger or consolidation is held by persons who were stockholders of the Company or the Bank immediately before the merger or consolidation;

(ii) Acquisition of Significant Share Ownership: There is filed, or is required to be filed, a report on Schedule 13D or another form or schedule (other than Schedule 13G) required under Sections 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended, if the schedule discloses that the filing person or persons acting in concert has or have become the beneficial owner of 25% or more of a class of the Company's or the Bank's voting securities; provided, however, this clause (ii) shall not apply to beneficial ownership of the Company's or the Bank's voting shares held in a fiduciary capacity by an entity of which the Company directly or indirectly beneficially owns 50% or more of its outstanding voting securities;

(iii) Change in Board Composition: Individuals who constitute the Company's or the Bank's Board of Directors on the Effective Date hereof (the "Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the Effective Date whose election was approved by a vote of at least three-quarters of the directors comprising the Incumbent Board shall be considered, for purposes of this clause (iii), as though he or she was a member of the Incumbent Board; or

(iv) Sale of Assets: The Company or the Bank sells to a third party all or substantially all of its assets.

The definition of Change in Control shall be construed to be consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder.

c. **Contract Period.** "Contract Period" shall mean the period commencing on the business day immediately preceding a Change in Control and ending on the earlier of (i) the second anniversary of the date of the Change in Control, or (ii) the death of the Executive.

d. **Employer.** "Employer" shall mean the Company and/or the Bank, whichever entity that shall employ the Executive from time to time, and any successor entity thereto.

e. **Good Reason.** When used with reference to a voluntary termination by the Executive of his or her employment with the Employer, "Good Reason" shall mean any of the following, if taken without the

Executive's express written consent:

- (1) a material diminution in the Executive's base compensation during the Contract Period;
- (2) a material diminution in the Executive's authority, duties, or responsibilities during the Contract Period;
- (3) a material diminution in the budget over which the Executive retains authority;
- (4) a more than 25 mile change in the geographic location of the Executive's office location during the Contract

Period; or

(5) any other action or inaction that constitutes a material breach by the Employer of the agreement under which the Executive provides services.

2. **Employment.** The Employer hereby agrees to employ the Executive, and the Executive hereby accepts such employment, during the Contract Period upon the terms and conditions set forth herein. The Company and the Bank may, in the exercise of their sole discretion, transfer the Executive's employment relationship from the Bank to the Company, or from the Company to the Bank, in which case the transferee employer shall be the Employer for all purposes of this Agreement. The transfer of the Executive's employment relationship between the Bank and the Company shall not be deemed to be either an actual or constructive termination of the Executive or "Good Reason" for any purpose of this Agreement, and the Executive's employment shall be deemed to have continued without interruption for all purposes of this Agreement.
3. **Job Position.** During the Contract Period, the Executive shall be employed in the Officer Position with the Company and the Bank, or such other corporate or divisional profit center as shall then be the principal successor to the business, assets and properties of the Bank, with a comparable position title and comparable professional job duties, responsibilities and required experience and skill level as were in effect before the Change in Control. The Executive shall devote his or her full time professional effort and attention to the business of the Employer, and shall not, during the Contract Period, be engaged in any other business activity without the written consent of the Employer.
4. **Cash Compensation.** The Employer shall pay to the Executive compensation for his or her services during the Contract Period as follows:
 - a. **Base Compensation.** The base compensation shall be equal to not less than such annual compensation, including both salary and bonus, as was paid to or accrued by, or for the benefit of, the Executive in the twelve (12) months immediately prior to the Change in Control. The annual salary portion of base compensation shall be payable in installments in accordance with the Employer's usual payroll method. The bonus portion, if any, shall be payable at the time and in the manner as to which the Employer paid such bonuses prior to the Change in Control. Any increase in the Executive's annual compensation pursuant to paragraph 4(b) below, or otherwise, shall automatically and permanently increase the base compensation.
 - b. **Annual Increase.** During the Contract Period, the Board of Directors of the Employer shall review not less than annually, the Executive's compensation and shall award him or her additional compensation to reflect the Executive's performance and the performance of the Employer and the Company corporate group, and competitive compensation levels, all as determined in the discretion of the Board of Directors of the Employer.

Additional compensation may take any form including but not limited to increases in annual salary, incentive bonuses and/or bonuses not tied to performance.

5. **Expenses and Fringe Benefits.** During the Contract Period, the Executive shall be entitled to reimbursement for all business expenses incurred by him or her with respect to the business of the Employer in the same manner and to the same extent as such expenses were previously reimbursed to him or her immediately prior to the Change in

Control. If prior to the Change in Control, the Executive was entitled to the use of an automobile, he or she shall continue to be entitled to the same use of an automobile at least comparable to the automobile provided to him or her prior to the Change in Control, and he or she shall be entitled to vacation leave and sick days, in accordance with the practices and procedures of the Employer, as such existed immediately prior to the Change in Control. During the Contract Period, the Executive also shall be entitled to hospital, health, medical and life insurance, and any other material benefits enjoyed, from time to time, by executive officers of the Employer, all upon terms as favorable as those enjoyed by other executive officers of the Employer. Notwithstanding anything in this section to the contrary, if the Employer adopts any change in the expenses allowed to, or fringe benefits provided for, executive officers of the Employer, and such policy is uniformly applied to all executive officers of the Employer, and any successor or acquirer of the Employer, if any, including the chief executive officer of such entities, then no such change in policy shall be deemed to be a violation of this provision.

6. **Termination for Cause.** At all times, including both before and during the Contract Period, the Employer shall have the right to terminate the Executive for Cause, upon written notice to him or her of the termination, which notice shall specify the reasons for the termination. In the event of termination for Cause, the Executive shall not be entitled to any further benefits under this Agreement.
7. **Disability.** During the Contract Period, if the Executive becomes permanently and totally disabled within the meaning of the Social Security Act, the Employer may terminate the employment of the Executive. In which event, the Executive shall not be entitled to any further benefits under this Agreement other than payments under any disability policy which the Employer may maintain for the benefit of its senior officers generally.
8. **Death Benefits.** Upon the Executive's death during the Contract Period, the Executive shall be entitled to the benefits of any life insurance policy or supplemental executive retirement plan paid for, or maintained by, the Employer, but his estate shall not be entitled to any further benefits under this Agreement.
9. **Termination without Cause or Resignation for Good Reason.**
 - a. The Employer may terminate the Executive without Cause during the Contract Period by giving the Executive not less than four weeks' prior written notice to the Executive. During the Contract Period, the Executive may resign within 90 days following the initial occurrence of a condition constituting a Good Reason upon giving not less than four weeks' prior written notice to the Employer specifying the condition constituting Good Reason. The date of termination of employment for Good Reason shall be no later than twenty-four months following commencement of the Contract Period. If the Employer terminates the Executive's employment during the Contract Period without Cause or if the Executive resigns for Good Reason, the Employer shall, upon such termination of employment, pay the Executive a lump sum amount equal to **250%** times the average of the annualized compensation, comprised of annualized salary and cash incentive or bonus compensation, paid or accrued to the Executive during the thirty-six month period (or such lesser number of months of actual employment) immediately prior to the Change in Control (the "Lump Sum Payment"). Notwithstanding the foregoing, any notice of resignation for Good Reason during the Contract Period furnished by the Executive to the Employer shall not be effective prior to the date that is three months following the date of the Change in Control, and the Executive shall continue to work through such three month period, unless the Employer shall agree in writing to an earlier effective date of such resignation.
 - b. For a period of eighteen (18) months following the effective date of such termination of employment following a Change in Control, whether resulting from without Cause termination initiated by the Employer or for Good Reason initiated by the Executive, the Employer shall continue to provide the Executive with and pay the applicable premiums for medical and hospital insurance, disability insurance and life insurance benefits, as were provided and paid for at the time of the termination of his employment with the Employer; provided that, if at any time during such eighteen month period, the Executive becomes employed by another employer which provides one or more such benefits, the Employer shall, immediately and from the date when such benefits are made available to the Executive by the successor employer, be relieved of its obligation to provide such benefits to the extent such benefits are duplicative of what is provided to the Executive by the Executive's new employer. If the Employer cannot provide the benefits set forth in this Section 9(b) because Executive is no longer an employee and applicable rules and regulations prohibit the continuation of such benefits in the manner contemplated, or it would subject the Employer to penalties, then the Employer shall pay Executive a cash lump sum payment reasonably estimated to be equal to the value of such benefits or the value of the remaining

benefits at the time of such determination. The cash payment shall be made in a lump sum within thirty (30) days after the later of Executive's date of termination or the effective date of the rules or regulations prohibiting the benefits or subjecting the Bank to penalties.

- c. The Executive shall not have a duty to mitigate the damages suffered by him or her in connection with the termination by the Employer of his employment without Cause or a resignation for Good Reason during the Contract Period. If the Employer fails to pay the Executive the Lump Sum Payment or to provide him or her with the benefits due under this Section 9, the Executive, after giving ten (10) days' written notice to the Employer identifying the Employer's failure, shall be entitled to recover from the Employer all of his reasonable legal fees and expenses incurred in connection with his or her enforcement against the Employer of the terms of this Agreement. The Employer agrees to pay such legal fees and expenses to the Executive on demand. The Executive shall be denied payment of his or her legal fees and expenses only if a court finds that the Executive sought payment of such fees without reasonable cause and in bad faith.

Notwithstanding the foregoing, in the event that the Executive delivers written notice to the Employer of his or her termination of employment for Good Reason, the Employer will have a period of 30 calendar days during which the Employer may remedy the condition constituting Good Reason and if such condition is remedied, shall not be required to pay the amount due to the Executive under this Section 9 and such termination of employment shall not be effective.

10. **Resignation without Good Reason.** The Executive shall be entitled to resign from the employment of the Employer at any time during the Contract Period without Good Reason, but upon such resignation, the Executive shall not be entitled to any additional compensation for the time after which he or she ceases to be employed by the Employer, and shall not be entitled to any of the other benefits provided for herein, except as may otherwise be provided by the terms of such other plans or arrangements of the Employer or in accordance with applicable law. No such resignation shall be effective unless in writing with four weeks' notice thereof.

11. **Restrictions and Limitations on Executive Conduct.**

- a. **Non-Disclosure of Confidential Information.** Except in the course of his or her employment with the Employer and in pursuit of the business of the Company, the Bank or any of their subsidiaries or affiliates, the Executive shall not, at any time during or following the Contract Period, disclose or use for any purpose any confidential information or proprietary data of the Company, the Bank or any of their respective subsidiaries or affiliates. The Executive agrees that, among other things, all information concerning the identity of, and the Company's and the Bank's relations with, their respective customers is confidential and proprietary information.
- b. **Covenant Not to Compete.** The Executive agrees that for a period of twelve months following termination of employment in conjunction with or after a Change in Control, the Executive shall not become employed or retained by, directly or indirectly, any FDIC insured depository institution whereby the Executive shall have a new work location that is within 15 miles of any branch or office of the Bank in existence as of the date of the Change in Control. The Executive acknowledges that the terms and conditions of this restrictive covenant are reasonable and necessary to protect the Company, its subsidiaries, its affiliates, and any successors in interest, and that the Employer's tender of compensation under this Agreement is fair, adequate and valid consideration in exchange for his or her promises and restrictions under this subparagraph of this Agreement. The Executive further acknowledges that his knowledge, skills and abilities are sufficient to permit him or her to earn a satisfactory livelihood without violating the provisions of this subparagraph.
- c. **Non-Solicitation of Business.** The Executive agrees that for a period of one year following termination of employment in conjunction with or after a Change in Control, the Executive shall not contact (with a view toward selling any product or service competitive with any product or service sold or proposed to be sold by the Company, the Bank or any successors thereto ("Companies")) any person, firm, association or corporation (a) to which the Companies sells any product or service, (b) which the Executive solicited, contacted or otherwise dealt with on behalf of the Companies, or (c) which the Executive is otherwise

aware is a client of the Companies. During such one-year period, the Executive will not directly or indirectly make any such contact, either for his own benefit or for the benefit of any other person, firm, association, or corporation.

- d. **Non-Solicitation of Employees.** The Executive agrees that for a period of one year following termination of employment in conjunction with or after a Change in Control, the Executive shall not contact, on his or her own behalf or on behalf of others, employ, solicit, or induce, or attempt to employ, solicit or induce, any employee of the Companies for purposes of employment or other business relationship with any other business entity, nor will the Executive directly or indirectly, on his behalf or for others, seek to influence any Companies' employee to leave the employ of the Companies.
- e. **Specific Performance and Severability.** The Executive agrees that the Company and the Bank do not have an adequate remedy at law for the breach of this Section 11 and agrees that he or she shall be subject to injunctive relief and equitable remedies as a result of any breach of this section. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the force and effect of the remaining provisions.
- f. **Survival.** This Section 11 shall survive the termination or resignation of the Executive's employment during the Contract Period for any reason and the expiration of this Agreement.

12. **Term and Effect Prior to Change in Control.**

- a. **Term.** Except as otherwise provided for herein, this Agreement shall commence on the Effective Date hereof and shall remain in effect for a period of **two (2) years** thereafter (the "Term") or until the end of the Contract Period, whichever is later. The Term shall be automatically extended for an additional one (1) year period on each annual anniversary date of the Effective Date, unless the Board of Directors of the Employer then in office votes not to so extend such Term prior to each such annual anniversary date. The Executive shall be promptly notified of the passage of such a resolution on non-extension of such Term. In the event that the Contract Period shall not commence prior to the expiration of the Term of this Agreement, then this Agreement shall terminate upon the expiration of the Term, unless such Term shall be extended prior to its expiration.
- b. **No Effect Prior to Change in Control.** This Agreement shall not, in any respect, affect any rights of the Employer or the Executive prior to a Change in Control, nor shall this Agreement affect or limit any rights of the Executive granted in accordance with any other agreement, plan or arrangement. The rights, duties and benefits provided hereunder shall only become effective upon the occurrence of a Change in Control, as defined in this Agreement. If the employment of the Executive is terminated by the Employer for any reason in good faith prior to a Change in Control, this Agreement shall thereafter be of no further force and effect.

13. **Limitations under Section 280G.** Notwithstanding the forgoing, all sums payable hereunder shall be reduced in such manner and to such extent so that no such payments made hereunder when aggregated with all other payments to be made to the Executive by the Company and the Bank shall be deemed an "excess parachute payment" in accordance with Section 280G of the Code, and thereby subjecting the Executive to the excise tax provided at Section 4999(a) of the Code.

14. **Release in Favor of the Company Corporate Group.** Notwithstanding anything herein to the contrary, such payment due in accordance with Section 9 herein shall be made to the Executive by the Employer on the date which is sixty (60) days following the date of Termination of Employment (the "Payment Date"); provided that the Executive shall have executed and delivered to the Employer within fifty (50) days following the date of Termination of Employment a release in favor of the Company, the Bank, their respective affiliates and subsidiaries, and their respective employees, officers, directors and agents, which release shall be substantially in form and content as the form of General Release set forth at Exhibit A hereto (with any changes as are reasonably requested by the Employer to reflect changes in law or practice) and all permissible revocation periods have lapsed with respect to such release without being exercised by the Executive prior to such Payment Date. If the release

requirements at this Section 14 have not been satisfied by the Executive prior to such Payment Date, including the lapse of all such revocation periods prior to such Payment Date, then the obligations of the Employer to make such payment to the Executive in accordance with Section 9 herein shall be nullified at such time.

15. **Severance Compensation and Benefits not in Derogation of Other Benefits.** Subject only to those particular terms of this Agreement to the contrary, the payment or obligation to pay any monies, or the granting of any benefits, rights or privileges to the Executive as provided in this Agreement shall not be in lieu or derogation of the rights and privileges that the Executive now has or will have under any plans or programs of the Employer.
16. **Miscellaneous.** This Agreement shall be the joint and several obligation of the Company, the Bank and any acquiring entity(ies) which assumes the obligations of the Company and the Bank under this Agreement. The terms of this Agreement shall be governed by, and interpreted and construed in accordance with the provisions of, the laws of New Jersey and, to the extent applicable, Federal law. Except as specifically set forth in this Agreement, this Agreement supersedes all prior agreements and understandings with respect to the matters covered hereby. The amendment or termination of this Agreement may be made only in a writing executed by the Company, the Bank and the Executive, and no amendment or termination of this Agreement shall be effective unless and until made in such a writing. This Agreement shall be binding to the extent of its applicability upon any successor (whether direct or indirect, by purchase, merge, consolidation, liquidation or otherwise) to all or substantially all of the assets of the Company or the Bank. This Agreement is personal to the Executive, and the Executive may not assign any of his rights or duties hereunder, but this Agreement shall be enforceable by the Executive's legal representatives, executors or administrators. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. The Company or the Bank, as the case may be, shall, as part of any Change in Control involving an acquiring entity or successor to the Company or the Bank, obtain an enforceable assumption in writing by (i) the entity which is the acquiring entity or successor to the Company or the Bank, as the case may be, in the Change in Control and, (ii) if the acquiring entity or successor to the Company or the Bank, as the case may be, is a bank, the holding company parent of the acquiring entity or successor, of this Agreement and the obligations of the Company or the Bank, as the case may be, under this Agreement, and shall provide a copy of such assumption to the Executive prior to any Change in Control.
17. **Regulatory Matters.**

Notwithstanding anything herein to the contrary, any payments made to the Executive pursuant to the Agreement, or otherwise, shall be subject to and conditioned upon compliance with 12 USC § 1828(k) and FDIC Regulation 12 CFR Part 359, Golden Parachute and Indemnification Payments promulgated thereunder.
18. **Section 409A Compliance.**
 - a. This Agreement shall be amended to the extent necessary to comply with Section 409A of the Code and regulations promulgated thereunder. Prior to such amendment, and notwithstanding anything contained herein to the contrary, this Agreement shall be construed in a manner consistent with Section 409A of the Code and the parties shall take such actions as are required to comply in good faith with the provisions of Section 409A of the Code such that payments shall not be made to the Executive at such time if such payments shall subject the Executive to the penalty tax under Section 409A of the Code, but rather such payments shall be made by the Bank to the Executive at the earliest time permissible thereafter without the Executive having liability for such penalty tax under Section 409A of the Code.
 - b. If and to the extent termination payments under this Agreement constitute deferred compensation within the meaning of Section 409A of the Code and regulations promulgated thereunder, and if the payment under this Section 9 does not qualify as a short-term deferral under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(4) (or any similar or successor provisions), and the Executive is a Specified Employee within the meaning of Section 409A of the Code and regulations promulgated thereunder, then the payment of such termination payments that constitute deferred compensation under Section 409A of the Code shall comply with Section 409A(a)(2)(B)(i) of the Code and the regulations thereunder, which generally provide

that distributions of deferred compensation (within the meaning of Section 409A of the Code) to a Specified Employee that are payable on account of Termination of Employment may not commence prior to the six (6) month anniversary of the Executive's Termination of Employment (or, if earlier, the date of the Executive's death). Amounts that would otherwise be distributed to the Executive during such six (6) month period but for the preceding sentence shall be accumulated and paid to the Executive on the 185th day following the date of the Executive's Termination of Employment.

"Specified Employee" means, for an applicable twelve (12) month period beginning on April 1, a key employee (as described in Section 416(i) of the Code, determined without regard to paragraph (5) thereof) during the calendar year ending on the December 31 immediately preceding such April 1.

"Termination of Employment" shall have the same meaning as "separation from service", as that phrase is defined in Section 409A of the Code (taking into account all rules and presumptions provided for in the Section 409A of the Code regulations).

c. Notwithstanding the six-month delay rule set forth in Section 18b. above:

(i) To the maximum extent permitted under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(9)(iii) (or any similar or successor provisions), the Employer will pay the Executive an amount equal to the lesser of two times (1) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a) (17) of the Code for the year in which the Executive's Termination of Employment occurs, and (2) the sum of the Executive's annualized compensation based upon the annual rate of pay for services provided to the Employer for the taxable year of the Executive preceding the taxable year of the Executive in which his or her Termination of Employment occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Executive had not had a Termination of Employment); provided that amounts paid under this Section 18c. must be paid no later than the last day of the second taxable year of the Executive following the taxable year of the Executive in which occurs the Termination of Employment and such amounts paid will count toward, and will not be in addition to, the total payment amount required to be made to the Executive by the Employer under Section 9; and

(ii) To the maximum extent permitted under Section 409A of the Code and Treas. Reg. §1.409A-1(b)(9)(v)(D) (or any similar or successor provisions), within ten (10) days of the Termination of Employment, the Employer will pay the Executive an amount equal to the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year of the Executive's Termination of Employment; provided that the amount paid under this Section 18c. will count toward, and will not be in addition to, the total payment amount required to be made to the Executive by the Employer under this Section 9.

d. To the extent that any reimbursements or in-kind payments are subject to Section 409A of the Code, then such expenses (other than medical expenses) must be incurred before the last day of the second taxable year following the taxable year in which the termination occurred, provided that any reimbursement for such expenses shall be paid before the Executive's third taxable year following the taxable year in which the termination occurred. For medical expenses, to the extent the Agreement entitles the Executive to reimbursement by the Employer of payments of medical expenses incurred and paid by the Executive but not reimbursed by a person other than the Employer and allowable as a deduction under Section 213 of the Code (disregarding the requirement of Section 213(a) of the Code that the deduction is available only to the extent that such expenses exceed 7.5 percent of adjusted gross income), then the reimbursement applies during the period of time during which the Executive would be entitled (or would, but for the Agreement, be entitled) to continuation coverage under a group health plan of the Bank or the Company under Section 4980B of the Code (COBRA) if the Executive elected such coverage and paid the applicable premiums.

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be signed by their respective duly authorized representatives pursuant to the authority of their respective Boards of Directors, and the Executive has personally executed this Agreement, all as of the date and year first written above.

ATTEST:

PARKE BANK

_____/s/ Vito S. Pantilione
Secretary By: Vito S. Pantilione

ATTEST: PARKE BANCORP, INC.

_____/s/ Vito S. Pantilione
Secretary By: Vito S. Pantilione

WITNESS: EXECUTIVE:

_____/s/ Paul E. Palmieri
Paul E. Palmieri

{DC016206.1}

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Section 6: EX-13 (EXHIBIT 13)

PARKE BANCORP, INC.

2019 ANNUAL REPORT TO SHAREHOLDERS

PARKE BANCORP, INC.
2019 ANNUAL REPORT TO SHAREHOLDERS

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To Our Shareholders

Last year we stated how great it is to be able to announce record earnings for our Company for 2018. It is even better when you can make that announcement two years in a row, as we again generated record earnings in 2019. We generated net income of \$29.8 million dollars in 2019, a 22.3% increase over our 2018's earnings. Our financial performance supported a 1.94% return on average assets and a 17.93% return on average equity, these ratios place Parke Bancorp Inc. with the top performers in our peer group. Our total assets grew 15% to \$1.7 billion dollars. The strong growth in our total assets and our interest income was driven by the growth of our loan portfolio, which grew 14% to \$1.42 billion. We are in the most competitive market in the country for deposits. Deposits are critical to funding our loan portfolio. Although new deposits are expensive, our deposit base grew 13% in 2019 to \$1.34 billion. One of the many challenges of achieving strong growth is maintaining the discipline to control expenses. We are pleased that our cost efficiency ratio, which is below 30%, continues to be one of the best in the banking industry. Another critical factor in the financial strength of a bank is capital. Our Company's total equity increased by \$24.4 million in 2019 to \$179.4 million, a growth rate of 16%. Parke Bank's capital position continues to be in excess of the Federal Banking Guidelines for a well-capitalized bank.

As Parke Bank continues to grow, we have carefully expanded our lending footprint. We have loan officers that generate loans in Central New Jersey, Brooklyn and the Bronx. We have hired outside consultants to assist our credit evaluations in these markets. Our primary lending area continues to be South Jersey, Philadelphia and the counties surrounding Philadelphia in Pennsylvania. The strength of the economy and the real estate market in 2019 generated many opportunities.

Growing deposits in our region is a challenge. Our region is the most competitive, highest cost, region in the country. Philadelphia has become a hot market with the strength of the real estate market in addition to new banks entering the Philadelphia market. We have instituted many new digital products that provide the same online conveniences as any other bank. You can now open a new account online, transfer funds and initiate wire transfers. Immediate debit card availability has also been instituted for the convenience of our customers. We were also successful with a new marketing campaign that included billboards and television commercials. The personal service we provide to our customers visiting our branches combined with these online products, marketing campaign and excellent service supported the 13% growth in our deposit base.

The Company's Board of Directors and Senior Management maintains its' focus on the importance of enhancing shareholder value. We increased our cash dividends from 14 cents per quarter to 16 cents per quarter in 2019 and recently we declared a stock dividend of 10%. We continue to work hard to generate strong earnings while maintaining a strong capital position, which enhances our bank's book value.

2020 started very strong, driven by a good economy and continued record-breaking low unemployment. Further support was provided by low interest rates and new trade deals that were established with some of this Country's trading partners. Unfortunately, a new threat is facing the world, including the United States that is having a major effect on the market, the coronavirus. An outbreak in China has spread to many countries including Italy, Iran, South Korea, the United States. The potential for a pandemic exists. World markets have plunged, including the United States markets. The market value of our stock has also been negatively affected. No one knows how long it will take to halt the spread of this disease, which when accomplished will reopen many of the markets that are now closed due to this threat. It is my hope and belief that a solution to this threat will be found and the world will recover. In fact, it has been reported that new testing and possible vaccines for the virus are being fast tracked for approval by the FDA. Unfortunately, no one knows when the solution will be found.

Parke Bancorp enjoys a strong capital position and is well positioned to withstand this new threat to the economy. We carefully monitor the changes in the market, and we are properly structured to continue building a strong financial institution that our shareholders expect and what we demand of ourselves.

A handwritten signature in dark ink, appearing to read 'C.R. Pennoni'.

C.R. "Chuck" Pennoni
Chairman

A handwritten signature in dark ink, appearing to read 'Vito S. Pantilione'.

Vito S. Pantilione
President and Chief Executive Officer

Selected Financial Data

	At or for the Year Ended December, 31				
	2019	2018	2017	2016	2015
Balance Sheet Data: (in thousands)					
Assets	\$ 1,681,160	\$ 1,467,398	\$ 1,137,452	\$ 1,016,185	\$ 885,124
Loans receivable, Net	1,398,938	1,222,082	995,184	836,373	742,365
Securities Available for Sale	26,613	31,278	37,991	44,854	42,567
Securities Held to Maturity	1,167	1,113	2,268	2,224	2,181
Cash and Cash Equivalents	191,607	154,471	42,113	70,720	27,429
OREO	4,727	5,124	7,248	10,528	16,629
Deposits	1,339,219	1,183,873	866,383	788,694	665,210
Borrowings	148,053	118,053	128,053	93,053	98,053
Shareholders' Equity	177,605	153,557	134,780	127,134	112,040
Operational Data: (in thousands)					
Interest Income	\$ 79,540	\$ 61,874	\$ 48,655	\$ 42,202	\$ 39,410
Interest Expense	22,655	13,771	8,280	6,764	5,812
Net Interest Income	56,885	48,103	40,375	35,438	33,598
Provision for Loan Losses	2,700	1,800	2,500	1,462	3,040
Net Interest Income after Provision for Loan Losses	54,185	46,303	37,875	33,976	30,558
Noninterest Income	3,839	3,407	1,645	10,290	5,080
Noninterest Expense	17,952	16,295	15,293	16,628	16,852
Income Before Income Tax Expense	40,072	33,415	24,227	27,638	18,786
Income Tax Expense	9,785	8,377	12,389	8,695	6,843
Net Income Attributable to Company and Noncontrolling Interest	30,287	25,038	11,838	18,943	11,943
Net Income Attributable to Noncontrolling Interest	446	214	32	(433)	(1,246)
Preferred Stock Dividend and Discount Accretion	24	446	1,119	1,200	1,200
Net Income Available to Common Shareholders	\$ 29,817	\$ 24,378	\$ 10,751	\$ 17,310	\$ 9,497
Per Share Data: ¹					
Basic Earnings per Common Share	\$ 2.52	\$ 2.30	\$ 1.16	\$ 1.91	\$ 1.29
Diluted Earnings per Common Share	\$ 2.48	\$ 2.07	\$ 1.03	\$ 1.59	\$ 1.11
Tangible Book Value per Common Share	\$ 14.95	\$ 12.98	\$ 12.36	\$ 11.89	\$ 10.35
Performance Ratios:					
Return on Average Assets	1.94%	1.98%	1.13%	1.97%	1.25%
Return on Average Common Equity	17.93%	17.99%	9.40%	17.04%	10.82%
Net Interest Margin	3.75%	3.92%	4.01%	3.96%	4.14%
Efficiency Ratio	29.56%	31.63%	36.39%	45.64%	43.57%
Capital Ratios:					
Equity to Assets	10.67%	10.56%	11.85%	12.51%	12.68%
Common Dividend Payout	22.42%	21.63%	32.39%	13.19%	19.99%
Tier 1 Risk-based Capital ²	15.42%	15.43%	15.56%	16.67%	15.87%
Total Risk-based Capital ²	16.67%	16.69%	16.81%	17.93%	17.13%
Asset Quality Ratios:					
Nonperforming Loans/Total Loans	0.38%	0.25%	0.45%	1.30%	1.79%
Allowance for Loan Losses/Total Loans	1.54%	1.54%	1.63%	1.83%	2.13%
Allowance for Loan Losses/Non-performing Loans	407.85%	622.30%	364.68%	137.90%	119.01%

¹ Per share computations give retroactive effect to stock dividends declared in each of 2016, 2017, 2018, and 2020. The 2020 stock dividend was declared before the Company's 2019 financial statements are issued or are available to be issued.

² Capital ratios for Parke Bank

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

Forward Looking Statements

Parke Bancorp, Inc. (the "Company") may from time to time make written or oral "forward-looking statements", including statements contained in the Company's filings with the Securities and Exchange Commission (including the Proxy Statement and the Annual Report on Form 10-K, including the exhibits), in its reports to stockholders and in other communications by the Company, which are made in good faith by the Company.

These forward-looking statements involve risks and uncertainties, such as statements of the Company's plans, objectives, expectations, estimates and intentions, which are subject to change based on various important factors (some of which are beyond the Company's control). The following factors, among others, could cause the Company's financial performance to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements: the strength of the United States economy in general and the strength of the local economies in which Parke Bank (the "Bank") conducts operations; the effects of, and changes in, trade, monetary and fiscal policies and laws, including interest rate policies of the Board of Governors of the Federal Reserve System, inflation, interest rates, market and monetary fluctuations; the timely development of and acceptance of new products and services of the Bank and the perceived overall value of these products and services by users, including the features, pricing and quality compared to competitors' products and services; the impact of changes in financial services' laws and regulations (including laws concerning taxes, banking, securities and insurance); the effect of any change in federal government enforcement of federal laws affecting the medical-use cannabis industry; technological changes; changes in consumer spending and saving habits; and the success of the Bank at managing the risks resulting from these factors. The Company cautions that the listed factors are not exclusive.

Overview

We are a bank holding company and are headquartered in Washington Township, New Jersey. Through the Bank, we provide personal and business financial services to individuals and small to mid-sized businesses in New Jersey and Pennsylvania. The Bank has branches in Galloway Township, Northfield, Washington Township, Collingswood, New Jersey and Philadelphia, Pennsylvania. The vast majority of our revenue and income is currently generated through the Bank.

We manage our Company for the long term. We are focused on the fundamentals of growing customers, loans, deposits and revenue and improving profitability, while investing for the future and managing risk, expenses and capital. We continue to invest in our products, markets and brand, and embrace our commitments to our customers, shareholders, employees and the communities where we do business. Our approach is concentrated on organically growing and deepening client relationships across our businesses that meet our risk/return measures.

We focus on small to mid - sized business and retail customers and offer a range of loan products, deposit services, and other financial products through our retail branches and other channels. The Company's results of operations are dependent primarily on its net interest income, which is the difference between the interest income earned on its interest earning-assets and the interest expense paid on its interest-bearing liabilities. In our operations, we have three major lines of lending: residential real estate mortgage, commercial real estate mortgage, and construction lending. Our interest income is primarily generated from our lending and investment activities. Our deposit products include checking, savings, money market accounts, and certificates of deposit. The majority of our deposit accounts are obtained through our retail banking business, which provides us with low cost funding to grow our lending efforts. The Company also generates income from loan and deposit fees and other non-interest related activities. The Company's non-interest expense primarily consists of employee compensation, administration, and other operating expenses.

As of December 31, 2019, we had total assets of \$1.68 billion, total equity of \$179.4 million, and total shareholders' equity of \$177.6 million. Net income available to common shareholders for 2019 was \$29.8 million. We continue to be in a strong position to deliver attractive growth. In 2019, net income available to common shareholders increased 22.3% over previous year. Total assets increased 14.6% and total equity increased 15.8% compared to December 31, 2018. We also maintained a strong capital position. Our risk based tier 1 capital ratio was 15.4% at December 31, 2019. During 2019, we returned \$6.7 million of capital to our common shareholders through common stock dividends.

Our business operations are subject to risks and uncertainties that could material affect our operating results. While economic growth has continued and the macroeconomic environment remains positive, there continue to be various economic, political and other risks and uncertainties that could impact the Company's businesses and future results, particularly changes in the U.S. economic condition, market interest rates, the Federal Reserve monetary policy, and other government policies and actions of regulatory agencies.

Results of Operations

Net Income

We recorded net income available to common shareholders of \$29.8 million or \$2.52 per basic common share and \$2.48 per diluted common share, for the year ended December 31, 2019 compared to \$24.4 million, or \$2.30 per basic common share and \$2.07 per diluted common share for the year ended December 31, 2018, an increase of \$5.4 million or 22.3%. The earnings per shares reflected 10% stock dividend declared in January and paid in March 2020, which was retroactively adjusted to 2019 and 2018 share data.

Net Interest Income

Net interest income increased \$8.8 million, or 18.3%, to \$56.9 million for the year ended 2019 compared to \$48.1 million for the year ended 2018. The increase in net interest income was primarily due to loan portfolio growth and higher yields on loans, partially offset by higher interest expense related to deposit growth and higher deposit rates. In addition, interest income from federal funds sold and deposits with banks also contributed to the increase in net interest income for 2019. Interest income for 2019 increased to \$79.5 million, an increase of \$17.7 million, or 28.6%, from \$61.9 million for 2018. Interest expense increased to \$22.7 million for 2019, from \$13.8 million for 2018.

Interest income increases were primarily driven by:

- growth in our residential real estate and construction loan portfolios; and
- higher yields as a result of higher interest rates;
- higher volume and yields in interest bearing deposits.

These drivers were partially offset by higher interest expense due to the net effect of higher interest rates, as well as growth and mix changes in our interest-bearing liabilities.

Comparative Average Balances, Yields and Rates

The following table presents the average daily balances of assets, liabilities and equity and the respective interest earned or paid on interest-earning assets and interest-bearing liabilities, as well as average annualized rates, for the year ended 2019 and 2018. Interest rate spread is the difference between the average yield earned on interest-earning assets and the average rate paid on interest-bearing liabilities. Net interest margin is net interest income divided by average earning assets. All average balances are daily average balances. Non-accrual loans were included in the computation of average balances and have been reflected in the table as loans carrying a zero yield. The yields set forth below include the effect of deferred fees, discounts and premiums that are amortized or accreted to interest income or expense.

For the Years Ended December 31,

	2019			2018		
	Average Balance	Interest Income/Expense	Yield/Cost	Average Balance	Interest Income/Expense	Yield/Cost
(Dollars in thousands except Yield/ Cost data)						
Assets						
Loans	\$ 1,326,691	\$ 75,172	5.67%	\$ 1,110,915	\$ 59,139	5.32%
Investment securities	36,801	1,161	3.15%	42,521	1,342	3.16%
Federal funds sold and cash equivalents	153,236	3,207	2.09%	73,768	1,393	1.89%
Total interest-earning assets	1,516,728	\$ 79,540	5.24%	1,227,204	\$ 61,874	5.04%
Non-interest earning assets	61,363			57,257		
Allowance for loan losses	(20,369)			(17,583)		
Total assets	\$ 1,557,722			\$ 1,266,878		
Liabilities and Equity						
Interest bearing deposits						
NOWs	\$ 54,540	\$ 334	0.61%	\$ 52,596	\$ 267	0.51%
Money markets	214,251	4,543	2.12%	176,359	2,894	1.64%
Savings	113,354	594	0.52%	154,229	818	0.53%
Time deposits	434,569	10,172	2.34%	314,609	4,977	1.58%
Brokered certificates of deposit	116,131	3,044	2.62%	100,244	2,115	2.11%
Total interest-bearing deposits	932,845	18,687	2.00%	798,037	11,071	1.39%
Borrowings	121,198	3,968	3.27%	119,286	2,700	2.26%
Total interest-bearing liabilities	1,054,043	\$ 22,655	2.15%	917,323	\$ 13,771	1.50%
Non-interest bearing deposits	323,146			196,068		
Other liabilities	12,002			7,897		
Total liabilities	1,389,191			1,121,288		
Equity	168,531			145,590		
Total liabilities and equity	\$ 1,557,722			\$ 1,266,878		
Net interest income		\$ 56,885			\$ 48,103	
Interest rate spread			3.09%			3.54%
Net interest margin			3.75%			3.92%

Net interest income and the net interest margin in any one period can be significantly affected by a variety of factors including the mix and overall size of our earning assets portfolio and the cost of funding those assets. We expect net interest income and our net interest margin to fluctuate based on changes in interest rates and changes in the amount and composition of our interest-earning assets and interest-bearing liabilities.

Rate/Volume Analysis

For each category of interest-earning assets and interest-bearing liabilities, information is provided on changes attributable to (i) changes in volume (*i.e.*, changes in volume multiplied by the previous rate) and (ii) changes in rate (*i.e.*, changes in rate multiplied by old volume). For purposes of this table, changes attributable to both rate and volume, which cannot be segregated, have been allocated proportionately to the change due to volume and the change due to rate.

	Years ended December 31,		
	2019 vs 2018		
	Variance due to change in		
	Average Volume	Average Rate	Net Increase/ (Decrease)
	(Dollars in thousands)		
Interest Income:			
Loans (net of deferred costs/fees)	\$ 12,042	\$ 3,991	\$ 16,033
Investment securities	(180)	(1)	(181)
Federal funds sold and cash equivalents	1,648	166	1,814
Total interest income	13,510	4,156	17,666
Interest Expense:			
Deposits	2,099	5,517	7,616
Borrowed funds	44	1,224	1,268
Total interest expense	2,143	6,741	8,884
Net interest income	\$ 11,367	\$ (2,585)	\$ 8,782

Provision for loan losses

Our provision for loan losses in each period is driven by net charge-offs and changes to the allowance for loan losses. We recorded a provision for loan losses of \$2.7 million and \$1.8 million in 2019 and 2018, respectively. The provision for loan losses as a percentage of interest income was 3.39% and 2.91% in 2019 and 2018, respectively.

Our provision for loan losses increased by \$900,000 in 2019 compared to 2018 primarily due to increased loan volumes. For more information about our provision and allowance for loan and lease losses and our loss experience, see “Risk Management and Asset Quality-Allowance for Loan and Lease Losses” and [NOTE 4. Loans and Allowance for Loan and Lease Losses](#) in the Consolidated Financial Statements.

Non-interest Income

The table below displays the components of non-interest income for 2019 and 2018.

	2019	2018
	(Dollars in thousands)	
Gain on sale of SBA loans	\$ 116	378
Other Loan fees	982	1,121
Bank owned life insurance income	601	613
Service fees on deposit accounts	1,921	1,482
Loss on sale and valuation adjustments of OREO	(246)	(690)
Other	465	503
Total non-interest income	\$ 3,839	\$ 3,407

Non-interest income increased by \$432,000 to \$3.8 million in 2019 compared to 2018 primarily due to:

- An increase in fee income related to the commercial deposit accounts;
- A decrease in losses related to the sale and valuation adjustment of other real estate owned (OREO); and

These increases were partially offset by decrease in loan fees and the decrease in gain on sale of the loans. The fee income for the year ended December 31, 2019 from the commercial deposit accounts of depositors who do business in the medical-use cannabis industry totaled \$1.6 million and is included in service fees on deposit accounts in the accompanying consolidated statements of income. Such deposit fee income totaled \$613,000 during the year ended December 31, 2018. Please refer to

[Note 15. Commitments and Contingencies](#) in the Notes to the Consolidated Financial Statements for our banking services to customers who do business in the medical-use cannabis industry.

Non-Interest Expense

The following table displays the components of non-interest expense for 2019 and 2018.

	2019	2018
	(Dollars in thousands)	
Compensation and benefits	\$ 9,188	\$ 8,251
Professional services	1,946	1,419
Occupancy and equipment	1,793	1,675
Data processing	1,046	835
FDIC insurance and other assessments	56	420
OREO expense	415	611
Other operating expense	3,508	3,084
Total non-interest expense	<u>\$ 17,952</u>	<u>\$ 16,295</u>

Non-interest expense increased \$1.7 million to \$18.0 million for 2019, from \$16.3 million for 2018 primarily due to

- Increase in compensation and benefits; and
- Increase in professional services cost.

These increases were partially offset by decrease in FDIC insurance assessment fees. The increase in noninterest expense was primarily due to the growth of the business.

Income Tax

Income tax expense increased \$1.4 million to \$9.8 million on income before taxes of \$40.1 million for 2019, compared to income tax expense of \$8.4 million on income before taxes of \$33.4 million for 2018. The effective income tax rates for 2019 and 2018 were 24.4% and 25.1%, respectively.

Financial Condition

General

At December 31, 2019, the Company's total assets were \$1.68 billion, an increase of \$213.8 million or 14.6%, from December 31, 2018. The increase in total assets was primarily attributable to increase in loans and cash and cash equivalents. Total loans outstanding increased \$179.4 million, primarily due to the increase in the construction and one-to-four-family residential loan portfolios, which increased \$91.2 million and \$91.5 million, respectively, to \$231.1 million and \$636.9 million, respectively, at December 31, 2019 from \$139.9 million and \$545.4 million at December 31, 2018. Cash and cash equivalents increased \$37.1 million from December 31, 2018 to \$191.6 million at December 31, 2019.

Total liabilities were \$1.50 billion at December 31, 2019. This represented a \$189.3 million, or 14.4%, increase from \$1.31 billion at December 31, 2018. The increase in total liabilities was primarily due to an increase in total deposits, which increased \$155.3 million, or 13.1%, to \$1.34 billion at December 31, 2019, from \$1.18 billion at December 31, 2018.

Total equity was \$179.4 million and \$155.0 million at December 31, 2019 and December 31, 2018, respectively, for an increase of \$24.4 million from December 31, 2018.

The following table presents certain key condensed balance sheet data as of December 31, 2019 and December 31, 2018:

	December 31, 2019	December 31, 2018
	(Dollars in thousands)	
Cash and cash equivalents	\$ 191,607	\$ 154,471
Investment securities	27,780	32,391
Loans held for sale	190	419
Loans, net of unearned income	1,420,749	1,241,157
Allowance for loan losses	21,811	19,075
Total assets	1,681,160	1,467,398
Total deposits	1,339,219	1,183,873
FHLBNY borrowings	134,650	104,650
Subordinated debt	13,403	13,403
Total liabilities	1,501,736	1,312,402
Total equity	179,424	154,996
Total liabilities and equity	1,681,160	1,467,398

Cash and cash equivalents

Cash and cash equivalents increased \$37.1 million to \$191.6 million at December 31, 2019 from \$154.5 million at December 31, 2018, an increase of 24.0%. The increase was primarily due to the cash received from the increase in deposits.

Investment securities

Total investment securities decreased to \$27.8 million at December 31, 2019, from \$32.4 million at December 31, 2018, a decrease of \$4.6 million or 14.2%. The decrease was primarily due to the normal pay downs of mortgage-backed securities. The following table presents a summary of our investment securities portfolio at December 31, 2019, 2018, and 2017.

	At December 31,		
	2019	2018	2017
	(Dollars in thousands)		
<u>Securities Held to Maturity at Amortized Cost</u>			
State and political subdivisions	\$ 1,167	\$ 1,113	\$ 2,268
<u>Securities Available for Sale at Fair Value:</u>			
Corporate debt obligations	\$ 500	\$ 500	\$ 1,033
Residential mortgage-backed securities	26,075	30,721	36,863
Collateralized mortgage obligations	38	57	95
Total securities available for sale	26,613	31,278	37,991
Total	\$ 27,780	\$ 32,391	\$ 40,259

The following table sets forth information regarding the scheduled maturities, amortized costs, estimated fair values, and weighted average yields of the Bank's investment securities portfolio at December 31, 2019, by contractual maturity. The table does not take into consideration the effects of scheduled repayments or the effects of possible prepayments. The yield information does not give effect to changes in fair value that are reflected as a component of stockholders' equity.

At December 31, 2019

One to Five Years		After Five to Ten Years		More Than Ten Years		Total Investment Securities		
Amortized Cost	Average Yield	Amortized Cost	Average Yield	Amortized Cost	Average Yield	Amortized Cost	Average Yield	Fair Value

(Amounts in thousands, except yields)

Securities Held to

Maturity:

State and political subdivisions	\$	—	—%	\$	1,167	4.76%	\$	—	—%	\$	1,167	4.76%	\$	1,430
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Securities

Available for Sale:

Corporate debt obligations	\$	—	—%	\$	500	4.75%	\$	—	—%	\$	500	4.75%	\$	500
Residential mortgage-backed securities		156	—		11,379	2.36		14,454	2.49		25,989	2.41		26,075
Collateralized mortgage obligations		—	—		—	—		37	4.61		37	4.61		38
Total securities available for sale		156	—		11,879	2.45		14,491	2.49		26,526	2.45		26,613
Total	\$	156	—%	\$	13,046	2.63%	\$	14,491	2.49%	\$	27,693	2.54%	\$	28,043

For additional information of our investment portfolio, see [NOTE 3 - Investment Securities](#) to the Consolidated Financial Statements.

Loans

Our lending relationships are primarily with small to mid-sized businesses and individual consumers residing primarily in and around Southern New Jersey and Philadelphia, Pennsylvania. We focus our lending efforts primarily in three lending areas: residential mortgage loans, commercial mortgage loans, and construction loans.

We originate residential mortgage loans with adjustable and fixed-rates that are secured by 1-4 family and multifamily residential properties. These loans are generally underwritten under terms, conditions and documentation acceptable to the secondary mortgage market. A substantial majority of such loans can be sold in the secondary market or pledged for potential borrowings.

We originate commercial real estate loans that are secured by commercial real estate properties that are owner and non-owner occupied real estate properties. These loans are typically larger in dollar size and are primarily secured by office buildings, retail buildings, warehouses and general purpose business space. The commercial mortgages loans generally have maturities of twenty years, but re-price within five years.

The construction loans we originate provide real estate acquisition, development and construction funds to individuals and real estate developers. The loans are secured by the properties under development. The construction loan funds are disbursed periodically at pre-specified stages of completion.

We also originate commercial and industrial loans, which provide liquidity to businesses in the form of lines of credit and may be secured by accounts receivable, inventory, equipment or other assets. In addition, we have a small consumer loan portfolio providing funds to individual borrowers.

At December 31, 2019, the total loan portfolio increased to \$1.42 billion compared to \$1.24 billion at December 31, 2018.

Loans held for sale (HFS): Loans held for sale are comprised of SBA loans originated for sale. Loans held for sale totaled \$190,000 at December 31, 2019 and \$419,000 at December 31, 2018.

Loans receivable: Loans receivable increased to \$1.42 billion at December 31, 2019 from \$1.24 billion at December 31, 2018. The increase was largely driven by the growth of the residential 1 - 4 family mortgage and construction loan portfolio. Loans receivable, excluding loans held for sale, as of December 31, 2019, 2018, 2017, 2016, and 2015 consisted of the following:

	December 31, 2019	December 31, 2018	December 31, 2017	December 31, 2016	December 31, 2015
	Amount	Amount	Amount	Amount	Amount
(Dollars in thousands)					
Commercial and Industrial	\$ 36,777	\$ 34,640	\$ 38,972	\$ 26,774	\$ 27,140
Construction	231,095	139,877	95,625	67,294	52,995
Real Estate Mortgage:					
Commercial – Owner Occupied	136,753	135,617	126,250	123,898	172,040
Commercial – Non-owner Occupied	298,204	321,580	270,472	268,123	256,471
Residential – 1 to 4 Family	636,891	545,391	416,317	309,340	213,266
Residential – Multifamily	68,258	49,628	47,832	39,804	18,113
Consumer	12,771	14,424	16,249	16,720	18,476
Total Loans	\$ 1,420,749	\$ 1,241,157	\$ 1,011,717	\$ 851,953	\$ 758,501

Amounts presented include adjustments for related unamortized deferred costs and fees.

Maturities and sensitivity of loans to changes in interest rate: The following table sets forth contractual maturities of selected categories of loans and the contractual distribution of loans in those categories to changes in interest rates at December 31, 2019.

	Due within one year	Due after one through five years	Due after five years	Total
(Dollars in thousands)				
Commercial and Industrial	\$ 16,226	\$ 6,654	\$ 13,897	\$ 36,777
Construction	147,972	76,827	6,296	231,095
Commercial Real Estate Mortgage:				
Commercial - Owner Occupied	10,383	28,535	97,835	136,753
Commercial - Non-Owner Occupied	12,471	115,880	169,853	298,204
Total	\$ 187,052	\$ 227,896	\$ 287,881	\$ 702,829
Loans at fixed interest rates	\$ 20,811	\$ 35,258	\$ 41,525	\$ 97,594
Loans at floating/variable interest rates	166,240	192,638	246,357	605,235
Total	\$ 187,051	\$ 227,896	\$ 287,882	\$ 702,829

Deposits

We offer individuals and businesses a wide variety of accounts, including checking, savings, money market accounts, individual retirement accounts and certificates of deposit. Deposits are obtained primarily from communities that the Bank serves. At December 31, 2019, the Bank's total deposits increased to \$1.34 billion from \$1.18 billion at December 31, 2018, an increase of \$155.3 million, or 13.1%. The increase in deposits was primarily related to the increase in time deposits.

	December 31	
	2019	2018
	(Dollars in thousands)	
Noninterest-bearing	\$ 259,269	\$ 360,329
Interest-bearing		
Checking	55,606	52,721
Savings	105,554	131,127
Money market	232,115	208,335
Time deposits	686,675	431,361
Total deposits	<u>\$ 1,339,219</u>	<u>\$ 1,183,873</u>

The following tables detail the average amount, the average rate paid, and the percentage of each category to total deposits for the most recent three years ended December 31, 2019, 2018, and 2017.

	2019		
	Average Balance	Yield/Rate	Percent of Total
	(Dollars in thousands, except percentages)		
NOWs	\$ 54,540	0.61%	4.34%
Money markets	214,251	2.12%	17.06%
Savings	113,354	0.52%	9.03%
Time deposits	434,569	2.34%	34.60%
Brokered CDs	116,131	2.62%	9.25%
Total interest-bearing deposits	932,845	2.00%	
Non-interest bearing demand deposits	323,146		25.72%
Total deposits	<u>\$ 1,255,991</u>		<u>100.00%</u>

	2018		
	Average Balance	Yield/Rate	Percent of Total
	(Dollars in thousands, except percentages)		
NOWs	\$ 52,596	0.51%	5.29%
Money markets	176,359	1.64%	17.75%
Savings	154,229	0.53%	15.51%
Time deposits	314,609	1.58%	31.65%
Brokered CDs	100,244	2.11%	10.08%
Total interest-bearing deposits	798,037	1.39%	
Non-interest bearing demand deposits	196,068		19.72%
Total deposits	<u>\$ 994,105</u>		<u>100.00%</u>

	2017		
	Average Balance	Yield/Rate	Percent of Total
	(Dollars in thousands, except percentages)		
NOWs	\$ 42,582	0.49%	5.26%
Money markets	138,084	0.78%	17.06%
Savings	180,908	0.53%	22.36%
Time deposits	288,617	1.17%	35.66%
Brokered CDs	74,357	1.16%	9.19%
Total interest-bearing deposits	724,548	0.89%	
Non-interest bearing demand deposits	84,758		10.47%
Total deposits	\$ 809,306		100.00%

The following table indicates the amount of the Company's certificates of deposit of \$100,000 or more by time remaining until maturity as of December 31, 2019.

Maturity Period	Certificates of Deposit
	(Dollars in thousands)
Within three months	\$ 109,300
Three through twelve months	291,027
Over twelve months	96,253
Total	\$ 496,580

Borrowings

Borrowings consist of subordinated debt and advances from the FHLB and other parties. At December 31, 2019, we had \$134.7 million in FHLB advances. The advances are secured by qualifying loans and other qualified assets with the FHLB. FHLB members are required to purchase and hold shares of FHLB capital stock in an amount equal to the sum of a minimum investment, currently 0.125% of mortgage-related assets held by the FHLB member, and activity-based stock investment, currently 4.5% of the outstanding principal balance of advance outstanding. As of December 31, 2019, our FHLB stock investment totaled \$7.4 million. At December 31, 2019, we had \$13.4 million of trust preferred debentures outstanding. The interest rates on \$10.3 million and \$3.1 million of the trust preferred debentures were 3.57% and 3.39%, respectively. The interest rates on our subordinate debentures are reset quarterly at base rate plus three-month LIBOR and the debts will mature after 2021. There are uncertainties about what alternative reference rate might replace LIBOR for our subordinate debentures after the expected discontinuation of LIBOR after 2021 and what will be the impact on our financial statements. Currently, the US Alternative Reference Rates Committee ("ARRC") has identified the Secured Overnight Financing Rate ("SOFR") as its preferred alternative rate for USD LIBOR. SOFR is a measure of the cost of borrowing cash overnight, collateralized by U.S. Treasury securities, and is based on directly observable U.S. Treasury-backed repurchase transactions. Some market participants are also considering other USD reference rates for certain instruments. The work being performed globally to address reference rate transition risk is ongoing and evolving. We are continuing following the development of alternative reference rates.

At December 31, 2019, total borrowings increased \$30.0 million to \$148.1 million at December 31, 2019 from \$118.1 million at December 31, 2018. The following tables set forth information regarding our FHLB advances:

	December 31,	
	2019	2018
	(Dollars in thousands, except rates)	
Amount outstanding at year end	\$ 134,650	\$ 104,650
Weighted average interest rates at year end	2.41%	2.67%
Maximum outstanding at any month end	\$ 134,650	\$ 134,650
Average outstanding for the years	\$ 107,795	\$ 105,883
Weighted average interest rate during the year	2.79%	2.00%

For more information on the Company's borrowings, refer to the [Note 7. Borrowings](#) in the Notes to Consolidated Financial Statements.

Equity

Total shareholders' equity increased to \$177.6 million at December 31, 2019 from \$153.6 million at December 31, 2018, an increase of \$24.0 million or 15.7%. Total equity increased to \$179.4 million at December 31, 2019 from \$155.0 million at December 31, 2018. The increases in total shareholders' equity and total equity were primarily due to the retention of earnings from the period.

Common and Preferred Stocks

The Company's common stock is listed on the Nasdaq Capital Market under the trading symbol of "PKBK". The number of shareholders of record of common stock as of February 25, 2020, was approximately 256. This does not reflect the number of persons or entities who held stock in nominee or "street" name through various brokerage firms. At February 25, 2020, there were 10,772,057 shares of our common stock outstanding.

The Company paid a quarterly cash dividend each quarter of 2019. The first quarter dividend declared was \$0.14 per share and paid in April 2019. The dividend declared was increased to \$0.16 per share in the second, third and fourth quarters of 2019. The second and third quarter dividend declared were paid in July and October. The fourth quarter dividend was paid in January, 2020. The Company also paid a cash dividend \$1.5 million on the common stock on January 25, 2019 which had been declared in the fourth quarter of 2018. During 2019 the Company paid \$6.5 million in common stock cash dividends.

The Company also has 500 shares of 6% non-Cumulative Series B Preferred Stock outstanding at December 31, 2019. The preferred stock has a liquidation preference of \$1,000 per share. Each share of Series B Preferred Stock is convertible, at the option of the holder into approximately 125.05 shares of Common Stock at December 31, 2019. Upon full conversion of the outstanding shares of the Series B Preferred Stock, the Company will issue approximately 62,553 shares of the common stock assuming that the conversion rate does not change. The conversion rate and the total number of shares to be issued would be adjusted for future stock dividends, stock splits and other corporate actions.

The Company has recorded dividends on preferred stock in the approximate amount of \$24,000 and \$446,000 for the years ended December 31, 2019 and 2018, respectively. The Company paid cash dividends of \$60 per share on the preferred stock for the years 2019 and 2018. The preferred stock qualifies and is accounted for as equity securities and is included in the Company's Tier I capital since issued.

The timing and amount of future dividends will be within the discretion of the Board of Directors and will depend on the consolidated earnings, financial condition, liquidity, and capital requirements of the Company and its subsidiaries, applicable governmental regulations and policies, and other factors deemed relevant by the Board.

The Company's ability to pay dividends is substantially dependent upon the dividends it receives from the Bank and is subject to other restrictions. Under current regulations, the Bank's ability to pay dividends is restricted as well.

Under the New Jersey Banking Act of 1948, a bank may declare and pay dividends only if after payment of the dividend the capital stock of the bank will be unimpaired and either the bank will have a surplus of not less than 50% of its capital stock or the payment of the dividend will not reduce the bank's surplus.

Pursuant to the terms of the Series B Preferred Stock, the Company may not pay a cash dividend on the common stock unless all dividends on the Series B Preferred Stock for the then-current dividend period have been paid or set aside.

The Federal Deposit Insurance Act generally prohibits all payments of dividends by any insured bank that is in default of any assessment to the FDIC. Additionally, because the FDIC may prohibit a bank from engaging in unsafe or unsound practices, it is possible that under certain circumstances the FDIC could claim that a dividend payment constitutes an unsafe or unsound practice. The New Jersey Department of Banking and Insurance has similar power to issue cease and desist orders to prohibit what might constitute unsafe or unsound practices. The payment of dividends may also be affected by other factors (e.g., the need to maintain adequate capital or to meet loan loss reserve requirements).

Risk Management and Asset Quality

In the normal course of business the Company is exposed to a variety of operational, reputational, legal, regulatory, market, liquidity, and credit risks that could adversely affect our financial performance and financial position. Sound risk management enables us to serve our customers and deliver for our shareholders.

Our asset risk is primarily tied to credit risk. We define credit risk as the risk of loss associated with a borrower or counterparty default. Credit risk exists with many of our assets and exposures including loans, deposit overdrafts, and assets held-for-sale. The discussion below focuses on our loan portfolios, which represent the largest component of assets on our balance sheet for which we have credit risk.

We manage our credit risk by establishing what we believe are sound credit policies for underwriting new loans, while monitoring and reviewing the performance of our existing loan portfolios. We employ various credit risk management and monitoring activities to mitigate risks associated with loans we hold or originate. In making credit decisions, we consider loan concentrations and related credit quality, economic and market conditions, regulatory mandates, and changes in interest rates.

A key to our credit risk management is adherence to a well-controlled underwriting process. When we originate a loan, we assess the borrower's ability to meet the loan's terms and conditions based on the risk profile of the borrower, repayment sources, the nature of underlying collateral, and other support given current events, conditions and expectations. We actively monitor and review our loan portfolio throughout a borrower's credit cycle. A borrower's ability to repay can be adversely affected by economic and personal financial changes as well as other factors. Likewise, changes in market conditions and other external factors can affect collateral valuations. We adjust our financial assessments to reflect changes in the financial condition, cash flow, risk profile or outlook of a borrower.

We have established credit monitoring and tracking systems and closely monitor economic conditions and loan performance trends to manage and evaluate our exposure to credit risk. The system supplements the credit review process by providing management with frequent reports related to loan production, loan quality, concentrations of credit risk, loan delinquencies, TDRs, nonperforming loans and potential problems loans.

The Company also maintains an outsourced independent loan review program that reviews and validates the credit risk assessment program on a periodic basis. Results of these external independent reviews are presented to management. The external independent loan review process complements and reinforces the risk identification and assessment decisions made by lenders and credit risk management personnel.

Although credit policies are designed to minimize risk, management recognizes that loan losses will occur and the amount of these losses will fluctuate depending on the risk characteristics of the loan portfolio as well as general and regional economic conditions.

Allowance for Loan and Lease Losses:

We maintain the allowance for loan and lease losses at levels that we believe to be appropriate to absorb estimated probable credit losses incurred in the portfolios as of the balance sheet date. Refer to the Note 1. Description of Business and Summary of Significant Accounting Policies in the Notes to the Consolidated Financial Statements for further discussion of management's methodology for estimating the allowance for loan losses.

For the year ended December 31, 2019, our loan portfolios continued to show strong credit quality. The loss levels of our loan portfolios remained near historically low levels and reflect our long-term risk focus. At December 31, 2019, the allowance for loan losses was \$21.8 million, as compared to \$19.1 million at December 31, 2018. The ratio of the allowance for loan losses to total loans was 1.54% at December 31, 2019 and December 31, 2018. The provision for loan losses amounted to \$2.7 million for 2019, compared to \$1.8 million for 2018. During the year ended December 31, 2019, the Company charged off \$56,000 in loans, and recovered \$92,000, compared to \$223,000 in loans charged off in the year ended December 31, 2018, and \$965,000 in recoveries.

The following table sets forth the Company's allowance for loan losses by loan category at the date indicated and related percentage of the loans in the portfolio.

	December 31, 2019		December 31, 2018		December 31, 2017		December 31, 2016		December 31, 2015	
	Amount	% of Loans to total Loans	Amount	% of Loans to total Loans	Amount	% of Loans to total Loans	Amount	% of Loans to total Loans	Amount	% of Loans to total Loans
(Dollars in thousands)										
Commercial and Industrial	\$ 964	2.6%	\$ 718	2.8%	\$ 684	4.0%	\$ 1,188	3.1%	\$ 952	3.6%
Construction	2,807	16.3	1,694	11.3	2,068	9.4	2,764	7.9	2,748	7.0
Real Estate Mortgage:										
Commercial – Owner Occupied	2,023	9.6	2,062	10.9	2,017	12.5	2,082	14.5	3,267	22.7
Commercial – Non-owner Occupied	5,860	21.0	5,853	25.9	4,630	26.7	3,889	31.5	3,838	33.8
Residential – 1 to 4 Family	9,151	44.8	7,917	43.9	6,277	41.1	4,916	36.3	4,802	28.1
Residential – Multifamily	819	4.8	621	4.0	627	4.7	505	4.7	254	2.4
Consumer	187	0.9	210	1.2	230	1.6	236	2.0	275	2.4
Total Loans	<u>\$ 21,811</u>	<u>100.0%</u>	<u>\$ 19,075</u>	<u>100.0%</u>	<u>\$ 16,533</u>	<u>100.0%</u>	<u>\$ 15,580</u>	<u>100.0%</u>	<u>\$ 16,136</u>	<u>100.0%</u>

Impaired loans and Nonperforming Assets:

A loan is considered impaired when, based on the current information and events, it is probable that the Company will be unable to collect the payments of principal and interest as of the date such payments are due. Loans that are 30 days or more past due in terms of principal and interest payments are considered delinquent. Loans are placed on non-accrual status when, in management's opinion, the borrower may be unable to meet payment obligations as they become due, as well as when a loan is 90 days past due, unless the loan is well secured and in the process of collection, as required by regulatory provisions. Loans may be placed on non-accrual status regardless of whether or not such loans are considered past due. When interest accrual is discontinued, all unpaid accrued interest is reversed. Interest income is subsequently recognized only to the extent cash payments are received in excess of principal due. Loans are returned to accrual status when all the principal and interest amounts contractually due are brought current and future payments are reasonably assured.

Impaired loans include nonperforming loans and TDRs, regardless of nonperforming status. At December 31, 2019, we had \$22.1 million of loans deemed impaired compared to \$21.9 million at December 31, 2018. Delinquent loans totaled \$7.3 million, or 0.52% of total loans at December 31, 2019, an increase of \$4.0 million from December 31, 2018. At December 31, 2019, loans 30 to 89 days delinquent totaled \$2.0 million, an increase of \$1.7 million from December 31, 2018. Loans delinquent 90 days or more and not accruing interest totaled \$5.3 million or 0.38% of total loans at December 31, 2019, an increase of \$2.3 million from \$3.1 million or 0.25% of total loans at December 31, 2018. The two largest nonperforming loan relationships as of December 31, 2019 were a \$1.4 million construction loan and an aggregate of \$2.7 million loans to one borrower secured by farmland, which was partially guaranteed by a Federal government agency.

The table below presents an age analysis of past due loans by loan class and the percentage of the nonperforming loans to total loans at December 31, 2019:

December 31, 2019	30-59 Days Past Due	60-89 Days Past Due	Greater than 90 Days and Not Accruing (NPL)	Greater than 90 Days and Accruing	Current	Total Loans	NPL to Loan Type %
(Dollars in thousands except ratios)							
Commercial and Industrial	\$ —	\$ —	\$ 286	\$ —	\$ 36,491	\$ 36,777	0.78%
Construction	—	—	1,365	—	229,730	231,095	0.59%
Real Estate Mortgage:							
Commercial – Owner Occupied	—	1,722	2,702	—	132,329	136,753	1.98%
Commercial – Non-owner Occupied	—	—	70	—	298,134	298,204	0.02%
Residential – 1 to 4 Family	—	262	925	—	635,704	636,891	0.15%
Residential – Multifamily	—	—	—	—	68,258	68,258	—%
Consumer	—	—	—	—	12,771	12,771	—%
Total Loans	\$ —	\$ 1,984	\$ 5,348	\$ —	\$ 1,413,417	\$ 1,420,749	0.38%

Troubled Debt Restructurings (TDRs)

We reported performing TDR loans (not reported as non-accrual loans) of \$16.8 million and \$18.8 million, respectively, at December 31, 2019 and December 31, 2018. Non-performing TDRs were \$281,000 at December 31, 2019. There were no non performing TDRs at December 31, 2018. There were no new loans modified as a TDR and no additional commitments to lend additional funds to debtors whose loans have been modified in TDRs for the year ended December 31, 2019 and the year ended December 31, 2018, respectively. Refer to the [Note 1. Description of Business and Summary of Significant Accounting Policies](#) in the Notes to Consolidated Financial Statements for further discussion on management's methodology for TDR policy.

Other Real Estate Owned(OREO)

OREO at December 31, 2019 was \$4.7 million, compared to \$5.1 million at December 31, 2018, a decrease of \$397,000, primarily due to sale of OREO and valuation adjustment, partially offset by the increase in OREO from the loan transfer in. Refer to the [Note 5. OREO](#) in the Notes to Consolidated Financial Statements for detailed information regarding OREO.

At December 31, 2019, the Company had \$10.1 million in nonperforming assets, which includes \$5.3 million of nonperforming loans and \$4.7 million of OREO, or 0.60% of total assets, an increase from \$8.2 million, or 0.56% of total assets at December 31, 2018. Specific allowances for loan losses on impaired loans have been established in the amount of \$1.1 million at December 31, 2019, as compared to \$610,000 on impaired loans at December 31, 2018.

Liquidity and Capital Resources

Liquidity is a measure of our ability to generate cash to support asset growth, meet deposit withdrawals, satisfy other contractual obligations, and otherwise operate on an ongoing basis. At December 31, 2019, our cash position was \$191.6 million. We invest cash that is in excess of our immediate operating needs primarily in our interest-bearing account at the Federal Reserve.

Our primary source of funding has been deposits. Funds from other operations, financing arrangements, investment securities available-for-sale also provide significant sources of funding. The Company seeks to rely primarily on core deposits from customers to provide stable and cost-effective sources of funding to support loan growth. We focus on customer service which we believe has resulted in a history of customer loyalty. Stability, low cost and customer loyalty comprise key characteristics of core deposits.

We also use brokered deposits as a funding source, which is more volatile than core deposits. The Bank also joined Promontory Inter Financial Network to secure an additional alternative funding source. Promontory provides the Bank an additional source of external funds through their weekly CDARS® settlement process. The rates are comparable to brokered deposits and can be obtained within a shorter period time than brokered deposits. While deposit accounts comprise the vast majority of our funding needs, we maintain secured borrowing lines with the FHLBNY. As of December 31, 2019, the Company had lines of credit with

the FHLBNY of \$380.9 million, of which \$134.7 million was outstanding, and an additional \$40.0 million was a letter of credit for securing public funds. The remaining borrow capacity was \$206.2 million at December 31, 2019.

Our investment portfolio primarily consists of mortgage-backed available for sale securities issued by US government agency and government sponsored entities. These available for sale securities are readily marketable and are available to meet our additional liquidity needs. At December 31, 2019, the Company's investment securities portfolio classified as available for sale was \$26.6 million.

We had unused loan commitments of \$205.1 million at December 31, 2019. Our loan commitments are normally originated with the full amount of collateral. Such commitments have historically been drawn at only a fraction of the total commitment. 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 funding requirements for such commitments occur on a measured basis over time and would be funded by normal deposit growth.

The following is a discussion of our cash flows for the years ended December 31, 2019 and 2018.

Cash flows provided by operating were \$34.4 million for the year ended December 31, 2019, compared to \$28.9 million for the same period in the prior year. The increase in operating cash flow was primarily due to higher interest income and other cash inflow in the current year, principally reflecting increased income from loans, a decrease in use of cash for the origination of SBA loans for sale, and partially offset by an increase in tax paid during the year and decreased cash proceeds from the sale of SBA loans.

Cash flows used for investing was \$176.1 million for the year ended December 31, 2019, compared to \$219.9 million in the prior year period. The cash used in the investing activities was primarily due to the \$182.3 million cash outflow required for net loan growth during the period. The cash inflows for the investing was principal from the prepayment of MBS securities.

Cash flows provided by financing was \$178.8 million for the year ended December 31, 2019, compared to cash from financing \$303.3 million in the same period of last year. The decrease in financing cash flow was primarily due to a \$162.1 million decrease in cash from deposits activities compared to 2018, and partially offset by additional \$30.0 million advances in 2019 from FHLB compared to \$10 million repayment of FHLB advances in 2018.

Capital Adequacy

We utilize a comprehensive process for assessing the Company's overall capital adequacy. We actively review our capital strategies in light of current and anticipated business risks, future growth opportunities, industry standards, and compliance with regulatory requirements. The assessment of overall capital adequacy depends on a variety of factors, including asset quality, liquidity, earnings stability, competitive forces, economic conditions, and strength of management. Our objective is to maintain capital at an amount commensurate with our risk profile and risk tolerance objectives, and to meet both regulatory and market expectations. We primarily manage our capital through the retention of earnings. We also use other meanings to manage our capital. Total equity increased \$24.4 million from December 31, 2018, predominantly from the Company's net income of \$29.8 million from the period, net of common and preferred stock dividends of \$6.7 million.

Banks and bank holding companies are subject to various regulatory capital requirements administered by federal banking agencies. Under current capital adequacy guidelines and the regulatory framework for prompt corrective action, the Bank and the Company must meet specific capital guidelines that involve quantitative measures of their assets, liabilities and certain off-balance sheet items, as calculated under the regulatory accounting practices. The capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk weightings and other factors. Prompt corrective action provisions are not applicable to bank holding companies. Failure to meet minimum capital requirements can result in regulatory actions.

In November 2019, Federal bank regulatory agencies finalized a rule that simplifies capital requirements for community banks by allowing them to optionally adopt a simple leverage ratio to measure capital adequacy, which removes requirements for calculating and reporting risk-based capital ratios for a qualifying community bank that have less than \$10 billion in total consolidated assets, limited amounts of off-balance-sheet exposures and trading assets and liabilities, and a leverage ratio greater than 9 percent. The community bank leverage ratio framework will be effective on January 1, 2020.

Under the current capital rules, the Company and the Bank elected to exclude the effects of certain Accumulated Other Comprehensive Income ("AOCI") items from its regulatory capital calculation. At December 31, 2019, the Bank and the Company were both considered "well capitalized."

The following table presents the regulatory capital and ratios of the Company and the Bank at December 31, 2019:

	Amount	Ratio	Amount	Ratio
	(Dollars in thousands except ratios)			
	Company		Parke Bank	
Total risk-based capital	\$ 208,013	16.70%	\$ 207,620	16.67%
Tier 1 risk-based capital	\$ 192,365	15.44%	\$ 191,977	15.42%
Tier 1 leverage	\$ 192,365	11.87%	\$ 191,977	11.85%
Tier 1 common equity	\$ 177,068	14.21%	\$ 190,158	15.27%

Interest Rate Sensitivity

Interest rate sensitivity is an important factor in the management of the composition and maturity configurations of earning assets and funding sources. The primary objective of asset/liability management is to ensure the steady growth of our primary earnings component, net interest income. Net interest income can fluctuate with significant interest rate movements. To lessen the impact of interest rate movements, management endeavors to structure the balance sheet so that repricing opportunities exist for both assets and liabilities in roughly equivalent amounts at approximately the same time intervals. Imbalances in these repricing opportunities at any point in time constitute interest rate sensitivity.

The measurement of our interest rate sensitivity, or "gap," is one of the principal techniques used in asset/liability management. Interest sensitive gap is the dollar difference between assets and liabilities that are subject to interest-rate pricing within a given time period, including both floating rate or adjustable rate instruments and instruments that are approaching maturity.

Our management and the Board of Directors oversee the asset/liability management function through the asset/liability committee of the Board that meets periodically to monitor and manage the balance sheet, control interest rate exposure, and evaluate our pricing strategies. The asset mix of the balance sheet is continually evaluated in terms of several variables: yield, credit quality, appropriate funding sources and liquidity. Management of the liability mix of the balance sheet focuses on expanding the various funding sources.

In theory, interest rate risk can be diminished by maintaining a nominal level of interest rate sensitivity. In practice, this is made difficult by a number of factors, including cyclical variation in loan demand, different impacts on interest-sensitive assets and liabilities when interest rates change, and the availability of funding sources. Accordingly, we undertake to manage the interest-rate sensitivity gap by adjusting the maturity of and establishing rates on the earning asset portfolio and certain interest-bearing liabilities commensurate with management's expectations relative to market interest rates. Management generally attempts to maintain a balance between rate-sensitive assets and liabilities as the exposure period is lengthened to minimize our overall interest rate risk.

The interest rate sensitivity position as of December 31, 2019, is presented in the following table. Assets and liabilities are scheduled based on maturity or re-pricing data except for mortgage loans and mortgage-backed securities, which are based on prevailing prepayment assumptions and expected maturities and deposits which are based on recent retention experience of core deposits. The difference between rate-sensitive assets and rate-sensitive liabilities, or the interest rate sensitivity gap, is shown at the bottom of the table.

As of December 31, 2019

	3 Months or Less	Over 3 Months Through 12 Months	Over 1 Year Through 3 Years	Over 3 Years Through 5 Years	Over 5 Years	Total
(Dollars in thousands)						
Interest-earning assets:						
Loans ⁽¹⁾	\$ 183,678	\$ 254,287	\$ 421,382	\$ 230,494	\$ 325,422	\$ 1,415,263
Investment securities	1,670	3,536	7,966	6,746	7,862	27,780
Federal funds sold and cash equivalents	181,525	—	—	—	—	181,525
Total interest-earning assets	\$ 366,873	\$ 257,823	\$ 429,348	\$ 237,240	\$ 333,284	\$ 1,624,568
Interest-bearing liabilities:						
NOW, Saving and Money market deposits	\$ 22,700	\$ 68,100	\$ 182,375	\$ 109,819	\$ 10,282	\$ 393,276
Retail time deposits	93,180	310,376	148,928	3,548	14	556,046
Brokered time deposits	56,407	74,221	—	—	—	130,628
Borrowed funds	21,000	91,150	22,500	—	—	134,650
Total interest-bearing liabilities	\$ 193,287	\$ 543,847	\$ 353,803	\$ 113,367	\$ 10,296	\$ 1,214,600
Interest rate sensitive gap	\$ 173,586	\$ (286,024)	\$ 75,545	\$ 123,873	\$ 322,988	\$ 409,968
Cumulative interest rate gap	\$ 173,586	\$ (112,438)	\$ (36,893)	\$ 86,980	\$ 409,968	\$ —
Ratio of rate-sensitive assets to rate-sensitive liabilities	189.8%	47.4 %	121.4 %	209.3%	3,237.0%	133.8%
Cumulative interest sensitivity gap to total assets	10.3%	(6.7)%	(2.2)%	5.2%	24.4%	—

(1) Loan balances exclude nonaccruing loans, deferred fees and costs, and loan discounts.

Off-Balance Sheet Arrangements and Contractual Obligations

In the ordinary course of business, we engage in financial transactions that are not recorded on the balance sheet, or may be recorded on the balance sheet in amounts that are different from the full contract or notional amount of the transaction. Our off-balance sheet arrangements include commitments to extend credit, standby letters of credit and other commitments. These transactions are primarily designed to meet the financial needs of our customers.

We enter into commitments to lend funds to customers, which are usually at a stated interest rate, if funded, and for specific purposes and time periods. When we make commitments, we are exposed to credit risk. However, the maximum credit risk for these commitments will generally be lower than the contractual amount because a significant portion of these commitments is expected to expire without being used by the customer. In addition, we manage the potential risk in commitments to lend by limiting the total amount of commitments, by monitoring maturity structure of these commitments and by applying the same credit standards for these commitments as for all of our credit activities.

For commitments to lend, we generally require collateral or a guarantee. We may require various types of collateral, including accounts receivable, inventory, property, plant and equipment and income-producing commercial properties. Collateral requirements for each loan or commitment may vary based on the commitment type and our assessment of a customer's credit risk according to the specific credit underwriting, including credit terms and structure.

Commitments to extend credit, or net unfunded loan commitments, represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. These commitments generally have fixed expiration dates, may require payment of a fee, and contain termination clauses in the event the customer's credit quality deteriorates. At December 31, 2019 and December 31, 2018, unused commitments to extend credit amounted to approximately \$205.1 million and \$150.6 million, respectively. Commitments to fund fixed-rate loans were immaterial at December 31, 2019. Variable-rate commitments are generally issued for less than one year and carry market rates of interest. Such instruments are not likely to be affected by annual rate caps triggered by rising interest rates. Management believes that off-balance sheet risk is not material to the results of operations or financial condition of the Company.

Standby letters of credit are conditional commitments issued by the Bank to guarantee the performance of a customer to a third party. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers. At the December 31, 2019 and December 31, 2018, standby letters of credit with customers were \$20.8 million and \$19.3 million, respectively.

Contractual Obligations

At December 31, 2019, we had contractual obligations primarily relating to commitments to extend credits, deposits, secured and unsecured borrowings, and operating leases. We have adequate resources to fund all unfunded commitments to the extent required and meet all contractual obligations as they come due. Please refer to Notes 6, 7, 9, and 15 of the Notes to the Consolidated Financial Statements for detailed information regarding our contractual obligations.

Impact of Inflation and Changing Prices

The consolidated financial statements and notes have been prepared in accordance with accounting principles generally accepted within the United States ("GAAP"), which require the measurement of financial position and operating results in terms of historical dollars without considering the change in the relative purchasing power of money over time and due to inflation. The impact of inflation is reflected in the increased cost of our operations. Unlike most industrial companies, nearly all of our assets are monetary in nature. As a result, market interest rates have a greater impact on our performance than do the effects of general levels of inflation. Interest rates do not necessarily move in the same direction or to the same extent as the price of goods and services.

Critical Accounting Policies

The Company's accounting policies are more fully described in Note 1 - Description of Business and Summary of Significant Accounting Policies in the Consolidated Financial Statements. As disclosed in Note 1, the preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions about future events that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ significantly from those estimates. The Company believes that the following discussion addresses the Company's most critical accounting policies, which are those that are most important to the portrayal of the Company's financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Allowance for Loan and Lease Losses: Our allowances for loan and lease losses represents the management's best estimate of probable losses inherent in our loan portfolio excluding those loans accounted for under fair value. Our process for determining the allowance for loan and lease losses is discussed in Note 1 to the Consolidated Financial Statements.

We maintain the ALLL at levels that we believe to be appropriate to absorb estimated probable credit losses incurred in the loan and lease portfolios as of the balance sheet date. Our determination of the allowances is based on periodic evaluations of the loan and lease portfolios and other relevant factors. These critical estimates include significant use of our own historical data and other qualitative, quantitative data. These evaluations are inherently subjective, as they require material estimates and may be susceptible to significant change. Our allowance for loan and lease losses is comprised of two components. The specific allowance covers impaired loans and is calculated on an individual loan basis. The general based component covers loans and leases on which there are incurred losses that are not yet individually identifiable. The allowance calculation and determination process is dependent on the use of key assumptions. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan portfolio performance experience, the financial strength of the borrower, projected industry outlook, and economic conditions.

The process of determining the level of the allowance for loan and lease losses requires a high degree of judgment. To the extent actual outcomes differ from our estimates, additional provision for loan and lease losses may be required that would reduce future earnings.

Fair Value Estimates: The ASC 820 - Fair Value Measurements defines fair value as a market-based measurement and is the price that would be received to sell a financial asset or paid to transfer a financial liability in an orderly transaction between market participants at the measurement date. We classify fair value measurements of financial instruments based on the three-level fair value hierarchy in the accounting standards. We are required to maximize the use of observable inputs and minimize the use of unobservable inputs in measuring fair value. The fair values of assets may include using estimates, assumptions, and judgments. Valuations of assets or liabilities using techniques non quoted market price are sensitive to assumptions used for the significant inputs. Assets and liabilities carried at fair value inherently result in a higher degree of financial statement volatility. Changes in

underlying factors, assumptions, or estimates used for estimating fair values could materially impact our future financial condition and results of operations.

The majority of our assets recorded at fair value are our securities available for sale investment. The fair value of our available for sale securities are provided by independent third-party valuation services. We also have small SBA loans recorded at fair value, which represents the face value of the guaranteed portion of the SBA loans pending settlement. Other real estate owned (OREO) is recorded at fair value on a non-recurring basis and is based on the values of independent third-party full appraisals, less costs to sell (a range of 5% to 10%). Appraisals are updated every 12 months or sooner if we have identified possible further deterioration in value. Refer to Note 16 - Fair Value in the Notes to the Consolidated Financial Statements for further information.

Income Taxes: In the normal course of business, we and our subsidiaries enter into transactions for which the tax treatment is unclear or subject to varying interpretations. We evaluate and assess the relative risks and merits of the tax treatment of transactions, filing positions, filing methods and taxable income calculations after considering statutes, regulations, and other information, and maintain tax accruals consistent with our evaluation of these relative risks and merits. The result of our evaluation and assessment is by its nature an estimate.

When tax returns are filed, it is highly likely that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that ultimately would be sustained. The benefit of a tax position is recognized in the 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. The evaluation of a tax position taken is considered by itself and 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 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination.

Current Expected Credit Losses: In June 2016, the Financial Accounting Standards Board adopted a new accounting standard, Financial Instruments - Credit Losses, referred to as Current Expected Credit Loss, or CECL, requires financial institutions to make periodic estimates of lifetime expected credit losses on financial instruments measured at amortized cost and recognize the expected credit losses as allowances. This would likely require us to increase our allowance for loan losses, and to greatly increase the types of data we would need to collect and review to determine the appropriate level of the allowance for loan and debt securities. For public business entities except smaller reporting entities (SRCs), the guidance is effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The CECL will be effective for SEC filers which are SRCs and all other non public entities for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. For all entities, early adoption will continue to be allowed. As a small reporting company, the CECL is not effective for us until after December 15, 2022.

Quarterly Financial Data (unaudited)

The following represents summarized unaudited quarterly financial data of the Company which, in the opinion of management, reflects adjustments (comprised only of normal recurring accruals) necessary for fair presentation.

	Three Months Ended			
	December 31,	September 30,	June 30,	March 31,
(Dollars in thousands, except per share amounts)				
2019				
Interest income	\$ 20,941	\$ 20,418	\$ 19,824	\$ 18,357
Interest expense	6,270	5,927	5,533	4,925
Net interest income	14,671	14,491	14,291	13,432
Provision for loan losses	650	900	450	700
Income before income tax expense	10,075	10,416	10,090	9,491
Income tax expense	2,437	2,551	2,481	2,316
Net income	7,548	7,764	7,468	7,062
Preferred stock dividends	8	8	8	1
Net income available to common shareholders	7,540	7,756	7,460	7,061
Net income per common share:				
Basic	\$ 0.64	\$ 0.65	\$ 0.63	\$ 0.60
Diluted	\$ 0.63	\$ 0.64	\$ 0.62	\$ 0.59

	Three Months Ended			
	December 31,	September 30,	June 30,	March 31,
(Dollars in thousands, except per share amounts)				
2018				
Interest income	\$ 17,469	\$ 16,015	\$ 14,883	\$ 13,508
Interest expense	4,265	3,737	3,285	2,484
Net interest income	13,204	12,278	11,598	11,024
Provision for loan losses	600	600	200	400
Income before income tax expense	8,937	8,833	8,050	7,595
Income tax expense	2,004	2,615	1,923	1,835
Net income	6,827	6,126	6,111	5,760
Preferred stock dividends	17	22	168	239
Net income available to common shareholders	6,810	6,104	5,943	5,521
Net income per common share:				
Basic	\$ 0.59	\$ 0.55	\$ 0.60	\$ 0.56
Diluted	\$ 0.57	\$ 0.51	\$ 0.51	\$ 0.48

* Per share information has been retroactively adjusted for the stock dividend declared in January 2020.

Parke Bancorp, Inc. and Subsidiaries

Consolidated Financial Report
December 31, 2019

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MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a- 15(f). The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorization of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with generally accepted accounting principles. Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

Under supervision and with the participation of management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. Based on our evaluation under the framework in *Internal Control - Integrated Framework*, management concluded that our internal control over financial reporting was effective as of December 31, 2019.

RSM US LLP, an independent registered public accounting firm that audited the 2019 consolidated financial statements of the Company has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2019. Their report, which expresses an unqualified opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2019 is included on page 2 herein under the heading "Report of Independent Registered Public Accounting Firm."

March 13, 2020



Vito S. Pantilione
President and Chief Executive Officer



John F. Hawkins
Senior Vice President and Chief Financial Officer

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Parke Bancorp, Inc. and Subsidiaries

Opinion on the Internal Control Over Financial Reporting

We have audited Parke Bancorp, Inc. and Subsidiaries (the Company) internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets as of December 31, 2019 and 2018, the consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the two years in the period ended December 31, 2019, and the related notes to the consolidated financial statements of the Company and our report dated March 13, 2020 expressed an unqualified opinion.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's 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 for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ RSM US LLP

Blue Bell, Pennsylvania
March 13, 2020

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Parke Bancorp, Inc. and Subsidiaries

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Parke Bancorp, Inc. and its subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the two years in the period ended December 31, 2019, 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, 2019 and 2018, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013, and our report dated March 13, 2020 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

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 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. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. 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 2000.

Blue Bell, Pennsylvania
March 13, 2020

Parke Bancorp, Inc. and Subsidiaries**Consolidated Balance Sheets****December 31, 2019 and 2018**

(Dollars in thousands except share and per share data)

	December 31, 2019	December 31, 2018
Assets		
Cash and due from banks	\$ 10,082	\$ 5,915
Interest bearing deposits with banks	181,525	148,556
Cash and cash equivalents	191,607	154,471
Investment securities available for sale, at fair value	26,613	31,278
Investment securities held to maturity (fair value of \$1,430 at December 31, 2019 and \$1,292 at December 31, 2018)	1,167	1,113
Total investment securities	27,780	32,391
Loans held for sale	190	419
Loans, net of unearned income	1,420,749	1,241,157
Less: Allowance for loan losses	(21,811)	(19,075)
Net loans	1,398,938	1,222,082
Accrued interest receivable	6,069	5,191
Premises and equipment, net	6,946	6,783
Restricted stock	7,440	5,858
Bank owned life insurance (BOLI)	26,410	25,809
Deferred tax asset	6,285	6,511
Other	9,495	7,883
Total Assets	\$ 1,681,160	\$ 1,467,398
Liabilities and Equity		
Liabilities		
Deposits		
Noninterest-bearing deposits	\$ 259,269	\$ 360,329
Interest-bearing deposits	1,079,950	823,544
Total deposits	1,339,219	1,183,873
FHLB NY borrowings	134,650	104,650
Subordinated debentures	13,403	13,403
Accrued interest payable	2,260	1,390
Other	12,204	9,086
Total liabilities	1,501,736	1,312,402
Equity		
Preferred stock, 1,000,000 shares authorized, \$1,000 liquidation value Series B non-cumulative convertible; 500 shares and 1,224 shares outstanding at December 31, 2019 and 2018, respectively	500	1,224
Common stock, \$.10 par value; authorized 15,000,000 shares; Issued: 12,132,855 shares and 10,953,081 shares at December 31, 2019 and 2018, respectively	1,213	1,095
Additional paid-in capital	134,706	112,807
Retained earnings	44,143	42,079
Accumulated other comprehensive loss	58	(633)
Treasury stock, 284,522 shares at December 31, 2019 and 2018, at cost	(3,015)	(3,015)
Total shareholders' equity	177,605	153,557
Noncontrolling interest in consolidated subsidiaries	1,819	1,439
Total equity	179,424	154,996
Total liabilities and equity	\$ 1,681,160	\$ 1,467,398

Common stock issued at December 31, 2019 was retroactively adjusted for the stock dividend declared in January 2020.

See accompanying notes to consolidated financial statements.

Parke Bancorp, Inc. and Subsidiaries
Consolidated Statements of Income
Years Ended December 31, 2019 and 2018
(Dollars in thousands except share and per share data)

	2019	2018
Interest income:		
Interest and fees on loans	\$ 75,172	\$ 59,139
Interest and dividends on investments	1,161	1,342
Interest on federal funds sold and deposits with banks	3,207	1,393
Total interest income	79,540	61,874
Interest expense:		
Interest on deposits	18,687	11,071
Interest on borrowings	3,968	2,700
Total interest expense	22,655	13,771
Net interest income	56,885	48,103
Provision for loan losses	2,700	1,800
Net interest income after provision for loan losses	54,185	46,303
Non-interest income		
Gain on sale of SBA loans	116	378
Other loan fees	982	1,121
Bank owned life insurance income	601	613
Service fees on deposit accounts	1,921	1,482
Net loss on sale and valuation adjustments of OREO	(246)	(690)
Other	465	503
Total non-interest income	3,839	3,407
Non-interest expense		
Compensation and benefits	9,188	8,251
Professional services	1,946	1,419
Occupancy and equipment	1,793	1,675
Data processing	1,046	835
FDIC insurance and other assessments	56	420
OREO expense	415	611
Other operating expense	3,508	3,084
Total non-interest expense	17,952	16,295
Income before income tax expense	40,072	33,415
Income tax expense	9,785	8,377
Net income attributable to Company and noncontrolling interest	30,287	25,038
Less: Net income attributable to noncontrolling interest	(446)	(214)
Net income attributable to Company	29,841	24,824
Less: Preferred stock dividend	(24)	(446)
Net income available to common shareholders	\$ 29,817	\$ 24,378
Earnings per common share		
Basic	\$ 2.52	\$ 2.30
Diluted	\$ 2.48	\$ 2.07
Weighted average common shares outstanding		
Basic	11,838,096	10,592,414
Diluted	12,011,082	12,002,479

All share and per share information has been retroactively adjusted for the stock dividend declared in January 2020.

See accompanying notes to consolidated financial statements

Parke Bancorp, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Income
Years Ended December 31, 2019 and 2018

	For the Year ended December 31,	
	2019	2018
	(Dollars in thousands)	
Net income	\$ 30,287	\$ 25,038
Unrealized gains on investment securities, net of reclassification into income:		
Unrealized (losses) gains on non-OTTI securities	918	(624)
Tax impact on unrealized gain (loss)	(227)	148
Reclassification of prior tax effects	—	(27)
Total unrealized (losses) gains on investment securities	691	(503)
Comprehensive income	30,978	24,535
Less: Comprehensive income attributable to noncontrolling interests	(446)	(214)
Comprehensive income attributable to the Company	\$ 30,532	\$ 24,321

See accompanying notes to consolidated financial statements

Parke Bancorp, Inc. and Subsidiaries
Consolidated Statements of Equity
Years Ended December 31, 2019, and 2018

(Dollars in thousands except share data)

	Preferred Stock	Shares of Common Stock issued	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Shareholders' Equity	Non- Controlling Interest	Total Equity
Balance, December 31, 2017	\$ 15,971	8,301,497	\$ 830	\$ 81,940	\$ 39,184	\$ (130)	\$ (3,015)	\$ 134,780	\$ —	\$134,780
Retained earnings adjustment for prior tax effects	—	—	—	—	27	—	—	27	—	27
Capital activity by minority (non-controlling) interest	—	—	—	—	—	—	—	—	1,225	1,225
Net income	—	—	—	—	24,824	—	—	24,824	214	25,038
Common stock options exercised	—	5,539	1	42	—	—	—	43	—	43
Preferred stock shares conversion	(14,747)	1,843,761	184	14,563	—	—	—	—	—	—
Other comprehensive loss	—	—	—	—	—	(503)	—	(503)	—	(503)
Stock compensation expense	—	—	—	109	—	—	—	109	—	109
Stock dividend	—	802,284	80	16,153	(16,237)	—	—	(4)	—	(4)
Dividend on preferred stock	—	—	—	—	(446)	—	—	(446)	—	(446)
Dividend on common stock	—	—	—	—	(5,273)	—	—	(5,273)	—	(5,273)
Balance, December 31, 2018	\$ 1,224	10,953,081	\$ 1,095	\$ 112,807	\$ 42,079	\$ (633)	\$ (3,015)	\$ 153,557	\$ 1,439	\$154,996
Earnings distribution to non-controlling interest	—	—	—	—	—	—	—	—	(66)	(66)
Net income	—	—	—	—	29,841	—	—	29,841	446	30,287
Common stock options exercised	—	12,121	1	47	—	—	—	48	—	48
Preferred stock shares conversion	(724)	90,532	9	715	—	—	—	—	—	—
Other comprehensive income	—	—	—	—	—	691	—	691	—	691
Stock compensation expense	—	—	—	176	—	—	—	176	—	176
Stock dividend	—	1,077,121	108	20,961	(21,069)	—	—	—	—	—
Dividend on preferred stock	—	—	—	—	(24)	—	—	(24)	—	(24)
Dividend on common stock	—	—	—	—	(6,684)	—	—	(6,684)	—	(6,684)
Balance, December 31, 2019	\$ 500	12,132,855	\$ 1,213	\$ 134,706	\$ 44,143	\$ 58	\$ (3,015)	\$ 177,605	\$ 1,819	\$179,424

* Stock dividend declared in January 2020 was retroactively reflected at the balance of common stock issued for December 31, 2019 and related common stock, paid in capital and retained earnings.

See accompanying notes to consolidated financial statements

Parke Bancorp, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2019 and 2018
(Dollars in thousands)

	2019	2018
Cash Flows from Operating Activities		
Net income	\$ 30,287	\$ 25,038
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	431	380
Provision for loan losses	2,700	1,800
Increase in value of bank-owned life insurance	(601)	(613)
Gain on sale of SBA loans	(116)	(378)
SBA loans originated for sale	(940)	(4,696)
Proceeds from sale of SBA loans originated for sale	1,285	6,196
Net loss on sale of OREO and valuation adjustments	246	690
Net accretion of purchase premiums and discounts on securities	38	45
Stock based compensation	176	109
Deferred income tax	(163)	58
Net changes in:		
Increase in accrued interest receivable and other assets	(181)	(1,657)
Increase in accrued interest payable and other accrued liabilities	1,226	1,929
Other	45	—
Net cash provided by operating activities	34,433	28,901
Cash Flows from Investing Activities		
Repayments and maturities of investment securities available for sale	5,491	5,995
Repayments and maturities of investment securities held to maturity	—	1,204
Net increase in loans	(182,307)	(230,320)
Purchases of bank premises and equipment	(594)	(138)
Proceeds from sale of OREO, net	2,857	3,056
Redemptions (purchases) of restricted stock	(1,582)	314
Net cash used in investing activities	(176,135)	(219,889)
Cash Flows from Financing Activities		
Cash dividends	(6,490)	(5,412)
Proceeds from exercise of stock options	48	43
Capital contribution (earnings distributions) from non-controlling interest	(66)	1,225
Net (decrease) increase in FHLB NY and short-term borrowings	30,000	(10,000)
Net (decrease) increase in noninterest-bearing deposits	(101,060)	235,973
Net increase in interest-bearing deposits	256,406	81,517
Net cash provided by financing activities	178,838	303,346
Increase in cash and cash equivalents	37,136	112,358
Cash and Cash Equivalents, January 1,	154,471	42,113
Cash and Cash Equivalents, December 31,	<u>\$ 191,607</u>	<u>\$ 154,471</u>
Supplemental Disclosure of Cash Flow Information:		
Interest paid	\$ 21,785	\$ 13,100
Income taxes paid	\$ 9,900	\$ 8,654
Non-cash Investing and Financing Items		
Loans transferred to OREO	\$ 2,751	\$ 1,622
Establishment of lease liability and right-of-use asset	\$ 2,785	\$ —
See accompanying notes to consolidated financial statements		

PARKE BANCORP, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS

Note 1. Description of Business and Summary of Significant Accounting Policies

Business:

Parke Bancorp, Inc. (the "Company, we, us, our") is a bank holding company headquartered in Sewell, New Jersey. Through subsidiaries, the Company provides individuals, corporations and other businesses, and institutions with commercial and retail banking services, principally loans and deposits. The Company was incorporated in January 2005 under the laws of the State of New Jersey for the sole purpose of becoming the holding company of Parke Bank (the "Bank").

The Bank is a commercial bank, which was incorporated on August 25, 1998, and commenced operations on January 28, 1999. The Bank is chartered by the New Jersey Department of Banking and Insurance and its deposits are insured by the Federal Deposit Insurance Corporation. The Bank maintains its principal office at 601 Delsea Drive, Sewell, New Jersey, and seven additional branch office locations; 501 Tilton Road, Northfield, New Jersey, 567 Egg Harbor Road, Washington Township, New Jersey, 67 East Jimmie Leeds Road, Galloway Township, New Jersey, 1150 Haddon Avenue, Collingswood, New Jersey, 1610 Spruce Street, Philadelphia, Pennsylvania, and 1032 Arch Street, Philadelphia, Pennsylvania.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. ("U.S. GAAP"). We have reclassified certain prior year amounts to conform to the 2019 presentation, which did not have a material impact on our consolidated financial condition or results of operations. The accounting policies that materially affect the determination of financial position, results of operations and cash flows are summarized below.

Principles of Consolidation: The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary, Parke Bank. Also included are the accounts of Parke Direct Lending LLC ("PDL"), a joint venture formed in 2018 to originate short-term alternative real estate loan products. Parke Bank has a 51% ownership interest in the joint venture. Parke Capital Trust I, Parke Capital Trust II and Parke Capital Trust III are wholly-owned subsidiaries but are not consolidated because they do not meet the requirements for consolidation under applicable accounting guidance. All material inter-company balances and transactions have been eliminated.

Cash and cash equivalents: Consists of cash and due from banks, and interest-bearing deposits and other-short term investments, all of which, if applicable, have stated maturities of three months or less when acquired.

Investment Securities: Debt securities are recorded on a trade-date basis. We classify debt securities as held to maturity if we have the positive intent and ability to hold the securities to maturity. We report securities held to maturity on our consolidated balance sheets at carrying value, which generally equals amortized cost. Amortized cost reflects historical cost adjusted for amortization of premiums, accretion of discounts and any previously recorded impairments. Debt securities not classified as held to maturity or trading are designated as securities available for sale ("AFS") and carried at fair value with unrealized gains and losses, net of income taxes, reflected in accumulated other comprehensive income (loss). We did not have any securities classified as trading securities during 2019 or 2018.

Interest on debt securities, including amortization of premiums and accretion of discounts, is included in interest income. Premiums and discounts are amortized or accreted to interest income at a constant effective yield over the contractual lives of the securities. Realized gains and losses from the sales of debt securities are determined on a specific security basis. These securities gains/(losses) are included in other noninterest income.

On at least a quarterly basis, we review all debt securities that are in an unrealized loss position for OTTI. An investment security is deemed impaired if the fair value of the investment is less than its amortized cost. If the present value of the cash flows expected to be collected, discounted at the security's effective yield, is less than the security's amortized cost, OTTI is considered to have occurred. For a debt security for which there has been a decline in the fair value below the amortized cost basis, if we intend to sell the security, or if it is more likely than not we will be required to sell the security before recovery of the amortized cost basis, an OTTI write-down is recognized in earnings equal to the entire difference between the amortized cost basis and fair value of the security. For debt securities that are considered OTTI and that we do not intend to sell and will not be required to sell prior to recovery of our amortized cost basis, we separate the amount of the impairment into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings and is the difference between the security's amortized cost basis and the present value of its expected future cash flows discounted at the security's

effective yield. The remaining difference between the security's fair value and the present value of expected future cash flows is due to factors that are not credit-related and, therefore, is recognized in other comprehensive income.

Restricted Stock: Restricted stock includes investments in the common stock of the Federal Home Loan Bank of New York ("FHLBNY") and the Atlantic Central Bankers Bank for which no readily available market exists and, accordingly, is carried at cost. The stocks have no quoted market value and are subject to redemption restrictions. Management reviews these stocks for impairment based on the ultimate recoverability of the cost basis in the stock. The stocks' values are determined by the ultimate recoverability of the par value rather than by recognizing temporary declines. Management considers such criteria as the significance of the decline in net assets, if any, the length of time this situation has persisted and the financial performance of the issuers. In addition, management considers any commitments by the FHLBNY to make payments required by law or regulation, the impact of legislative and regulatory changes on the customer base of the FHLBNY and the liquidity position of the FHLBNY.

Loans: We classify loans as held for investment or held for sale based on our investment strategy and management's intent and ability with regard to the loans which may change over time. The accounting and measurement framework for loans differs depending on the loan classification. Loans that we have the ability and intent to hold for the foreseeable future or until maturity or pay-off are classified as held for investment. Loans classified as held for investment are reported at their amortized cost, which is the outstanding principal balance, adjusted for any unearned income, unamortized deferred fees and costs, unamortized premiums and discounts and charge-offs. Interest income on the loans is recognized as earned based on contractual interest rates applied to daily principal amounts outstanding. Loan origination fees, direct loan origination costs, and loan premiums and discounts are deferred and accreted or amortized into net interest income using the constant effective yield method, over the contractual life of the loan.

Loans originated with the intent to sell or for which we do not have the ability and intent to hold for the foreseeable future are classified as held for sale. Interest on these loans is recognized on an accrual basis. These loans are recorded at the lower of cost or fair value. Our SBA loans that management has the intention to sell them are designated as held for sale and are reported at fair value. Fair value represents the face value of the guaranteed portion of SBA loans pending settlement. Loan origination fees and direct loan origination costs are deferred until the loan is sold and are then recognized as part of the total gain or loss on sale. We calculate the gross gain or loss on loan sales as the difference between the proceeds received and the carrying value of the loans sold.

Loan Fees: Loan fees and direct costs associated with loan originations are netted and deferred. The deferred amount is recognized as an adjustment to loan interest over the term of the related loans using the interest method. Loan brokerage fees represent commissions earned for facilitating loans between borrowers and other companies and is recorded as loan fee income. Loan fee income also includes prepayment penalties on loans.

Non-accrual Loans: Loans are placed on non-accrual status when, in management's opinion, the borrower may be unable to meet contractual payment obligations as they become due, as well as when a loan is 90 days past due, unless the loan is well secured and in the process of collection, as required by regulatory provisions. Loans may be placed on non-accrual status regardless of whether or not such loans are considered past due. When interest accrual is discontinued, all unpaid accrued interest is reversed. Interest income is subsequently recognized only to the extent cash payments are received in excess of principal due.

Troubled Debt Restructurings: Troubled debt restructurings ("TDRs") are loans for which the Company, for legal or economic reasons related to a debtor's financial difficulties, has granted a concession to the debtor that it otherwise would not have considered. Concessions that result in the categorization of a loan as a TDR include but are not limited to:

- Reduction (absolute or contingent) of the stated interest rate;
- Extension of the maturity date or dates at a stated interest rate lower than the current market rate for new debt with similar risk;
- Reduction (absolute or contingent) of the face amount or maturity amount of the debt as stated in the instrument or other agreement; or
- Reduction (absolute or contingent) of accrued interest.

TDRs are reported as impaired loans. Interest income on TDR loans is recognized consistent with the Company's non-accrual loan policy stated above.

Allowance for Loan and Lease Losses: The allowance for loan and lease losses represents management's estimate of probable losses inherent in the Company's lending activities excluding loans accounted for under fair value. The allowance for loan losses is maintained through charges to the provision for loan losses in the Consolidated Statements of Income as losses are estimated

to have occurred. Loans or portions thereof that are determined to be uncollectible are charged against the allowance, and subsequent recoveries, if any, are credited to the allowance.

The Company performs periodic reviews of its loan and lease portfolios to identify credit risks and to assess the overall collectability of those portfolios. The Company's allowance for loan losses includes a general based component and a specific component. The specific component of the allowance relates to loans considered to be impaired, which includes performing TDRs as well as nonperforming loans. To determine the specific component of the allowance, the loans are evaluated individually based on the borrower's ability to repay amounts owed, collateral, relative risk grade of the loans, and other factors given current events and conditions. The Company generally measures the specific allowance as the difference between the fair value (net realizable value) and the recorded investment of a loan.

The general component of the allowance evaluates the impairments of pools of the loan and lease portfolio collectively. It incorporates a historical valuation allowance and general valuation allowance. The historical loss experience is measured by type of credit and internal risk grade, loss severity, specific homogeneous risk pools. A historical loss ratio and valuation allowance are established for each pool of similar loans and updated periodically based on actual charge-off experience and current events. The general valuation allowance is based on general economic conditions and other qualitative risk factors both internal and external to the Company. It is generally determined by evaluating, among other things: (i) the experience, ability and effectiveness of the Bank's lending management and staff; (ii) the effectiveness of the Bank's loan policies, procedures and internal controls; (iii) changes in asset quality; (iv) changes in loan portfolio volume; (v) the composition and concentrations of credit; (vi) the impact of competition on loan structuring and pricing; (vii) the effectiveness of the internal loan review function; (viii) the impact of environmental risks on portfolio risks; (ix) the impact of rising interest rates on portfolio risk; and (x) national and local economic trends and conditions, and industry conditions. Management evaluates the degree of risk that each one of these components has on the quality of the loan portfolio on a quarterly basis. Each component is determined to have either a high, high-moderate, moderate, low-moderate or low degree of risk. The results are then input into a "general allocation matrix" to determine an appropriate general valuation allowance.

The process of determining the level of the allowance for loan and lease losses requires a high degree of estimate and judgment. It is reasonably possible that actual outcomes may differ from our estimates.

Impaired Loans: A loan is considered impaired when, based on current information and events, it is probable that the Company will be unable to collect the scheduled payments of principal or interest when due according to the contractual terms of the loan agreement. Loans that experience insignificant payment delays and payment shortfalls generally are not classified as impaired. Management determines the significance of payment delays and payment shortfalls on a case-by-case basis, taking into consideration all of the circumstances surrounding the loan and the borrower, including the length of the delay, the reasons for the delay, the borrower's prior payment record, and the amount of the shortfall in relation to the principal and interest owed. Factors considered by management when evaluating impaired loans include payment status, collateral value, and the probability of collecting scheduled principal and interest payments when due. Impairment is measured on a loan by loan basis for commercial loans by either the present value of expected future cash flows discounted at the loans effective interest rate, the loan's obtainable market price, or the fair value of the collateral if the loan is collateral dependent.

Generally, we report loans as impaired based on the method for measuring impairment in accordance with applicable accounting guidance. Loans held for sale are not reported as impaired, as these loans are recorded at lower of cost or fair value. Loans classified as nonperforming and loans that have been modified in a troubled debt restructuring are reported as impaired. Loans modified in a TDR continue to be reported as impaired. The majority of impaired loans are evaluated for an asset-specific allowance. We generally measure impairment and the related asset-specific allowance for impaired loans based on the difference between the recorded investment of the loan and the present value of the expected future cash flows, discounted at the original effective interest rate of the loan. If the loan is collateral dependent, we measure impairment based upon the fair value of the underlying collateral, which we determine based on the current fair value of the collateral less estimated selling costs, instead of discounted cash flows. Loans are identified as collateral dependent if we believe that collateral is the sole source of repayment.

Charge-Offs: We charge off loans as a reduction to the allowance for loan and lease losses when we determine the loan is uncollectible and record subsequent recoveries of previously charged off amounts as an increase to the allowance for loan and lease losses.

Concentration of Credit Risk: The Company's loans are generally to customers in Southern New Jersey and the Philadelphia area of Pennsylvania. Loans to general building contractors, general merchandise stores, restaurants, motels, warehouse space, and real estate ventures (including construction loans) constitute a majority of commercial loans. The concentrations of credit by type of loan are set forth in Note 4. Generally, loans are collateralized by assets of the borrower and are expected to be repaid from the borrower's cash flow or proceeds from the sale of selected assets of the borrower.

Other Real Estate Owned (“OREO”): Real estate acquired through foreclosure or other proceedings is initially carried at fair value less estimated costs of disposal which establishes a new cost basis. Costs of improving OREO are capitalized to the extent that the carrying value does not exceed its fair value less estimated selling costs. Subsequent valuation adjustments, declines, if any, are recognized as a charge against current earnings. Holding costs are charged to expense. Gains and losses on sales are recognized in noninterest income as they occur. The OREO balance is included in the other assets in the balance sheets.

Interest Rate Risk: The Company is principally engaged in the business of attracting deposits from the general public and using these deposits, together with other borrowed and brokered funds, to make commercial, commercial mortgage, residential mortgage, and consumer loans, and to invest in overnight and term investment securities. Inherent in such activities is interest rate risk that results from differences in the maturities and repricing characteristics of these assets and liabilities. For this reason, management regularly monitors the level of interest rate risk and the potential impact on net income.

Bank Premises and Equipment: Bank premises and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is computed and charged to expense using the straight-line method over the estimated useful lives of the assets, generally three years for computers and software, five to ten years for equipment and forty years for buildings. Leasehold improvements are amortized to expense over the shorter of the term of the respective lease or the estimated useful life of the improvements.

Lease: Lease classification is determined at inception for all lease transactions with an initial term greater than one year. At adoption of ASU 2016-02, we elected the practical expedients, which allows us to not reassess the lease classification for any existing leases. Operating leases are included as right-of-use (“ROU”) assets within other assets, and operating lease liabilities are classified as other liabilities on our consolidated balance sheets. Our operating lease expense is included in occupancy and equipment within non-interest expense in our consolidated statements of income.

Stock-Based Compensation: Stock-based compensation expense is based on the grant date fair value, which is estimated using a Black-Scholes option pricing model. The fair value of stock-based compensation used in determining compensation expense generally equal the fair market value of our common stock on the date of grant. We generally recognize compensation expense on a straight-line basis over the award’s requisite service period based on the fair value of the award at grant date. Stock-based compensation expense is included in salaries and associate benefits in the consolidated statements of income.

Revenue recognition: Our revenue includes net interest income on financial instruments and non-interest income. Interest income and fees on loans, investment securities, and other financial instruments are recognized based on the contractual provisions of the underlying arrangements according to applicable accounting guidance. Deposit-related-fee-based revenue within the scope of ASC Topic 606 - Revenue from Contracts with Customers (Topic 606) is included in non-interest income in our consolidated statements of income.

Our deposit-related-fee-based revenues are recognized when or as those services are transferred to the customer and are generally recognized either immediately upon the completion of our service or over time as we perform services. Any services performed over time generally require that we render services each period and therefore we measure our progress in completing these services based upon the passage of time. Deposit-related fees are recognized over the period in which the related service is provided. Service charges on deposit accounts are earned on depository accounts for customers and include fees for account and overdraft services. Account services include fees for event-driven services and fees for periodic account maintenance activities. Our obligation for event-driven services is satisfied at the time of the event when the service is delivered, while our obligation for maintenance services is satisfied over the course of each month. Our obligation for overdraft services is satisfied at the time of the overdraft.

Income Taxes: We recognize the current and deferred tax consequences of all transactions that have been recognized in the financial statements using the provisions of the enacted tax laws. Current income tax expense represents our estimated taxes to be paid or refunded for the current period. Deferred tax assets and liabilities are determined based on differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. Thus, at the enactment date, deferred taxes are remeasured and the change is recognized in income tax expense. The recognition of deferred tax assets requires an assessment to determine the realization of such assets. Realization refers to the incremental benefit achieved through the reduction in future taxes payable or refunds receivable. We establish a valuation allowance for tax assets when it is more likely than not that they will not be realized, based upon all available evidence. Realization of deferred tax assets is dependent on generating sufficient taxable income in the future.

When tax returns are filed, it is highly certain that some positions taken will be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that ultimately would be sustained. The benefit of a tax position is recognized in the 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 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 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. Interest and penalties associated with unrecognized tax benefits would be recognized in income tax expense on the income statement.

The Company did not recognize any interest or penalties related to income tax during the years ended December 31, 2019 and 2018. The Company does not have an accrual for uncertain tax positions as of December 31, 2019 and 2018, as deductions taken and benefits accrued are based on widely understood administrative practices and procedures and are based on clear and unambiguous tax law. Tax returns for all years 2016 and thereafter are subject to further examination by tax authorities, with the exception of the State of New Jersey for which tax returns for all years from 2015 and thereafter are subject to further examination.

The Tax Cuts and Jobs Act (“Tax Act”) was enacted on December 22, 2017 and introduces significant changes to U.S. income tax law. Effective in 2018, the Tax Act reduced the U.S. corporate statutory tax rate from 35% to 21%.

Fair value: Fair value, also referred to as an exit price, is defined as the price that would be received for an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. The fair value accounting guidance provides a three-level fair value hierarchy for classifying financial instruments. This hierarchy is based on whether the inputs to the valuation techniques used to measure fair value are observable or unobservable. Fair value measurement of a financial asset or liability is assigned to a level based on the lowest level of any input that is significant to the fair value measurement in its entirety. The accounting guidance for fair value requires that we maximize the use of observable inputs and minimize the use of unobservable inputs in determining fair value.

Use of Estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Our most significant estimates pertain to our allowances for loan and lease losses, fair value measurements, the carrying value of OREO, and the valuation of deferred income taxes. Actual results may differ from the estimates and the differences may be material to the consolidated financial statements.

Segment Reporting: The Company operates one reportable segment of business, “community banking”. Through its community banking segment, the Company provides a broad range of retail and community banking services.

Other Comprehensive Income: Comprehensive income consists of net income and other gains and losses affecting shareholders' equity that, under GAAP, are excluded from net income, including unrealized gains and losses on available for sale securities.

For year 2019 and 2018, we did not reclass any amounts from accumulated other comprehensive income to the income. Following table provides the components of other comprehensive income, reclassifications to net income and the related tax effect for the year ended December 31, 2019 and 2018:

Year ended December 31,	2019	2018
	(Dollars in thousands)	
Investment securities:		
Net unrealized gains (losses) arising during the period	\$ 918	\$ (624)
Tax effect related to the unrealized loss during the periods	(227)	148
Reclassification of prior tax effects	—	(27)
Change in other comprehensive income	<u>\$ 691</u>	<u>\$ (503)</u>

Earnings Per Common Share: Basic earnings per common share is computed by dividing net income available to common shareholders by the weighted average number of common shares outstanding during the period. Diluted earnings per common share considers common stock equivalents (when dilutive) outstanding during the period such as options outstanding and convertible preferred stock. To the extent that stock equivalents are anti-dilutive, they have been excluded from the earnings per share calculation. Both basic and diluted earnings per share computations give retroactive effect to a stock dividend declared and paid in 2019 and 2018 (Note 10). Earnings per common share have been computed based on the following for 2019 and 2018:

	2019	2018
	(Dollars in thousands, except share data)	
Basic earnings per common share		
Net income available to common shareholders	\$ 29,817	\$ 24,378
Basic weighted-average common shares outstanding	11,838,096	10,592,414
Basic earnings per common share	\$ 2.52	\$ 2.30
Diluted earnings per common share		
Net income available to common shareholders	\$ 29,817	\$ 24,378
Dividend on Preferred Series B	24	446
Net income attributable to diluted common shares	\$ 29,841	\$ 24,824
Basic weighted-average common shares outstanding	11,838,096	10,592,414
Dilutive potential common shares	172,986	1,410,065
Total diluted weighted-average common shares outstanding	12,011,082	12,002,479
Diluted earnings per common share	\$ 2.48	\$ 2.07

All share and per share information has been retroactively adjusted for the 10% stock dividend declared in January 2020.

For 2019 and 2018, there were 124,000 weighted average option shares outstanding for each year, that were not included in the computation of diluted EPS because these shares were anti-dilutive.

Statement of Cash Flows: Cash and cash equivalents include cash and due from financial institutions and federal funds sold. For the purposes of the statement of cash flows, changes in loans and deposits are shown on a net basis.

Recently Issued Accounting Pronouncements:

During June 2016, the Financial Accounting Standard Board (FASB) issued ASU 2016-13, *Financial Instruments-Credit Losses*. ASU 2016-13 (*Topic 326*), replaces the incurred loss impairment methodology in current GAAP with an expected credit loss (CECL) methodology and requires consideration of a broader range of information to determine credit loss estimates. Financial assets measured at amortized cost will be presented at the net amount expected to be collected by using an allowance for credit losses. Purchased credit impaired loans will receive an allowance account at the acquisition date that represents a component of the purchase price allocation. Credit losses relating to available-for-sale debt securities will be recorded through an allowance for credit losses, with such allowance limited to the amount by which fair value is below amortized cost. The ASU was amended in some aspects by subsequent Accounting Standards Updates. The guidance of the *Financial Instruments-Credit Losses* is scheduled to be effective for public entities except small reporting companies (SRCs) for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. For all entities, early adoption will continue to be allowed. As a small reporting company, the CECL is not effective for us until after December 15, 2022. As the result, we are not required to estimate of expected credit losses until year 2023.

On February 25, 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 includes a lessee accounting model that recognizes two types of leases - finance leases and operating leases. The standard requires lessees to recognize right of use assets and lease liabilities on their consolidated balance sheets and disclose key information about all their leasing arrangements, with certain practical expedients. The amendments were effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We have adopted the guidance in the first quarter of 2019 under the modified retrospective transition approach. The Company initially recognized right-of-use assets of \$2.8 million and lease liabilities of \$2.8 million under the operating leases for the lease contracts of its three retail branch locations and a land lease. Please refer to the [Note 9. Lease](#) for additional information.

In June 2018, the FASB issued ASU 2018-07, *Compensation-Stock Compensation (Topic 718)* - Improvements to Nonemployee Share-Based Payment Accounting, which expands the scope of Topic 718 to include share based payment transactions for acquiring goods and services from nonemployees. An entity should apply the requirements of Topic 718 to nonemployee awards except for specific guidance on inputs to an option pricing model and the attribution of cost. The amendments specify that Topic 718 applies to all share-based payment transactions in which a grantor acquires goods or services to be used or consumed in a grantor's own operations by issuing share-based payment awards. The ASU was effective for public business entities for fiscal years beginning after December 15, 2018. The Company adopted the guidance in the first quarter of 2019. The adoption of the guidance did not have a material impact on our consolidated financial statements.

In March 2017, the FASB issued ASU 2017-08, *Receivables-Nonrefundable Fees and Other Costs (Subtopic 310-20)* - Premium Amortization on Purchased Callable Debt Securities, which requires that entities shorten the amortization period for certain callable debt securities held at a premium and amortize the premium to the earliest call date. The amendments do not require an accounting change for securities held at a discount; the discount continues to be amortized to maturity. The ASU was effective for public business entities for fiscal years beginning after December 15, 2018. The Company adopted the guidance in the first quarter of 2019. The adoption of the guidance did not have any material impact on our consolidated financial statements.

Note 2. Cash and Due from Banks

The Company maintains various deposit accounts with other banks to meet normal funds transaction requirements, to satisfy deposit reserve requirements, and to compensate other banks for certain correspondent services. Management is responsible for assessing the credit risk of its correspondent banks. At December 31, 2019 or 2018, vast majority of the Company's cash deposits with other banks were due from the Federal Reserve Bank of Philadelphia and the Federal Home Loan Bank of New York.

Note 3. Investment Securities

The following is a summary of the Company's investments in available for sale and held to maturity securities as of December 31, 2019 and 2018:

<u>As of December 31, 2019</u>	<u>Amortized cost</u>	<u>Gross unrealized gains</u>	<u>Gross unrealized losses</u>	<u>Fair value</u>
	(Dollars in thousands)			
Available for sale:				
Corporate debt obligations	\$ 500	\$ —	\$ —	\$ 500
Residential mortgage-backed securities	25,989	282	196	26,075
Collateralized mortgage obligations	37	1	—	38
Total available for sale	<u>\$ 26,526</u>	<u>\$ 283</u>	<u>\$ 196</u>	<u>\$ 26,613</u>
Held to maturity:				
States and political subdivisions	<u>\$ 1,167</u>	<u>\$ 263</u>	<u>\$ —</u>	<u>\$ 1,430</u>
<u>As of December 31, 2018</u>	<u>Amortized cost</u>	<u>Gross unrealized gains</u>	<u>Gross unrealized losses</u>	<u>Fair value</u>
	(Dollars in thousands)			
Available for sale:				
Corporate debt obligations	\$ 500	\$ —	\$ —	\$ 500
Residential mortgage-backed securities	31,553	74	906	30,721
Collateralized mortgage obligations	56	1	—	57
Total available for sale	<u>\$ 32,109</u>	<u>\$ 75</u>	<u>\$ 906</u>	<u>\$ 31,278</u>
Held to maturity:				
States and political subdivisions	<u>\$ 1,113</u>	<u>\$ 179</u>	<u>\$ —</u>	<u>\$ 1,292</u>

The amortized cost and fair value of debt securities classified as available for sale and held to maturity, by contractual maturity as of December 31, 2019, are as follows:

	Amortized Cost	Fair Value
	(Dollars in thousands)	
Available for sale:		
Due within one year	\$ —	\$ —
Due after one year through five years	156	150
Due after five years through ten years	11,879	11,942
Due after ten years	14,491	14,521
Total available for sale	<u>\$ 26,526</u>	<u>\$ 26,613</u>
Held to maturity:		
Due within one year	\$ —	\$ —
Due after one year through five years	—	—
Due after five years through ten years	1,167	1,430
Due after ten years	—	—
Total held to maturity	<u>\$ 1,167</u>	<u>\$ 1,430</u>

Expected maturities may differ from contractual maturities because the issuers of certain debt securities do have the right to call or prepay their obligations without any penalty.

During the year ending December 31, 2019 and 2018, the Company did not sell any investment securities. Also, at December 31, 2019 and 2018, the Company used a letter of credit of \$40.0 million as collateral to secure public deposits.

The following tables show the gross unrealized losses and fair value of the Company's investments which are aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at December 31, 2019 and December 31, 2018.

As of December 31, 2019	Less Than 12 Months		12 Months or Greater		Total	
Description of Securities	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
(Dollars in thousands)						
Available for sale:						
Residential mortgage-backed securities	\$ 232	\$ 1	\$ 10,271	\$ 195	\$ 10,503	\$ 196
Total available for sale	\$ 232	\$ 1	\$ 10,271	\$ 195	\$ 10,503	\$ 196

As of December 31, 2018	Less Than 12 Months		12 Months or Greater		Total	
Description of Securities	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
(Dollars in thousands)						
Available for sale:						
Residential mortgage-backed securities	\$ 12,665	\$ 257	\$ 14,527	\$ 649	\$ 27,192	\$ 906
Total available for sale	\$ 12,665	\$ 257	\$ 14,527	\$ 649	\$ 27,192	\$ 906

The Company's unrealized loss for the debt securities is comprised of 1 securities in the less than 12 months loss position and 7 securities in the 12 months or greater loss position at December 31, 2019 and 5 securities in the less than 12 months loss position and 9 securities in the 12 months or greater loss position at December 31, 2018. The mortgage-backed securities that had unrealized losses were issued or guaranteed by the US government or government sponsored entities. The unrealized losses associated with those mortgage-backed securities are generally driven by changes in interest rates and not due to credit losses given the explicit or implicit guarantees provided by the U.S. government. Because the Company does not intend to sell the securities and it is not more likely than not that the Company will be required to sell these investments before recovery of their amortized cost basis, the Company does not consider the unrealized loss in these securities to be OTTI at December 31, 2019.

Other Than Temporarily Impaired Debt Securities (OTTI)

On at least a quarterly basis, we review all debt securities that are in an unrealized loss position for OTTI. An investment security is deemed impaired if the fair value of the investment is less than its amortized cost. Amortized cost includes adjustments (if any) made to the cost basis of an investment for accretion, amortization, previous other-than-temporary impairments. After an investment security is determined to be impaired, we evaluate whether the decline in value is other-than-temporary. Please refer to Note 1 - Description of Business and Summary of Significant Accounting Policies for a detailed description of our accounting policy for OTTI.

Note 4. Loans and Allowance for Loan and Lease Losses

As of December 31, 2019, the Company had \$1.42 billion in loans receivable outstanding. Loans held for sale totaled \$190,000 at December 31, 2019. Outstanding balances include a total net increase of \$138,000 and a net reduction \$105,000 at December 31, 2019 and 2018 for unearned income, net deferred loan fees, and unamortized discounts and premiums. The portfolios of loans receivable at December 31, 2019, and December 31, 2018, consist of the following:

	December 31, 2019	December 31, 2018
	(Dollars in thousands)	
Commercial and Industrial	\$ 36,777	\$ 34,640
Construction	231,095	139,877
Real Estate Mortgage:		
Commercial – Owner Occupied	136,753	135,617
Commercial – Non-owner Occupied	298,204	321,580
Residential – 1 to 4 Family	636,891	545,391
Residential – Multifamily	68,258	49,628
Consumer	12,771	14,424
Total Loans	<u>\$ 1,420,749</u>	<u>\$ 1,241,157</u>

An age analysis of past due loans by class at December 31, 2019 and December 31, 2018 as follows:

December 31, 2019

	30-59 Days Past Due	60-89 Days Past Due	Greater than 90 Days and Not Accruing	Total Past Due	Current	Total Loans	Loans > 90 Days and Accruing
	(Dollars in thousands)						
Commercial and Industrial	\$ —	\$ —	\$ 286	\$ 286	\$ 36,491	\$ 36,777	\$ —
Construction	—	—	1,365	1,365	229,730	231,095	—
Real Estate Mortgage:							
Commercial – Owner Occupied	—	1,722	2,702	4,424	132,329	136,753	—
Commercial – Non-owner Occupied	—	—	70	70	298,134	298,204	—
Residential – 1 to 4 Family	—	262	925	1,187	635,704	636,891	—
Residential – Multifamily	—	—	—	—	68,258	68,258	—
Consumer	—	—	—	—	12,771	12,771	—
Total Loans	<u>\$ —</u>	<u>\$ 1,984</u>	<u>\$ 5,348</u>	<u>\$ 7,332</u>	<u>\$ 1,413,417</u>	<u>\$ 1,420,749</u>	<u>\$ —</u>

December 31, 2018

	30-59 Days Past Due	60-89 Days Past Due	Greater than 90 Days and Not Accruing	Total Past Due	Current	Total Loans	Loans > 90 Days and Accruing
(Dollars in thousands)							
Commercial and Industrial	\$ —	\$ —	\$ 14	\$ 14	\$ 34,626	\$ 34,640	\$ —
Construction	—	—	1,365	1,365	138,512	139,877	—
Real Estate Mortgage:							
Commercial – Owner Occupied	—	—	—	—	135,617	135,617	—
Commercial – Non-owner Occupied	—	—	—	—	321,580	321,580	—
Residential – 1 to 4 Family	81	154	1,686	1,921	543,470	545,391	—
Residential – Multifamily	—	—	—	—	49,628	49,628	—
Consumer	62	—	—	62	14,362	14,424	—
Total Loans	\$ 143	\$ 154	\$ 3,065	\$ 3,362	\$ 1,237,795	\$ 1,241,157	\$ —

Allowance For Loan and Lease Losses (ALLL)

We maintain the ALLL at a level that we believe to be appropriate to absorb estimated probable credit losses incurred in the loan portfolios as of the balance sheet date. The Company's accounting policy for ALLL is more fully described in Note 1 - Description of Business and Summary of Significant Accounting Policies.

The following tables present the information regarding the allowance for loan and lease losses and associated loan data:

Twelve Months Ended December 31, 2019								
As of December 31, 2019	Real Estate Mortgage							
(Dollars in thousands)	Commercial and Industrial	Construction	Commercial Owner Occupied	Commercial Non-owner Occupied	Residential 1 to 4 Family	Residential Multifamily	Consumer	Total
December 31, 2018	\$ 718	\$ 1,694	\$ 2,062	\$ 5,853	\$ 7,917	\$ 621	\$ 210	\$ 19,075
Charge-offs	—	—	—	—	(56)	—	—	(56)
Recoveries	16	6	26	39	5	—	—	92
Provisions	230	1,107	(65)	(32)	1,285	198	(23)	2,700
Ending Balance December 31 2019	\$ 964	\$ 2,807	\$ 2,023	\$ 5,860	\$ 9,151	\$ 819	\$ 187	\$ 21,811
Allowance for loan losses								
Individually evaluated for impairment	\$ 286	\$ 141	\$ 33	\$ 457	\$ 211	\$ —	\$ —	\$ 1,128
Collectively evaluated for impairment	678	2,666	1,990	5,403	8,940	819	187	20,683
Balance at December 31, 2019	\$ 964	\$ 2,807	\$ 2,023	\$ 5,860	\$ 9,151	\$ 819	\$ 187	\$ 21,811
Loans								
Individually evaluated for impairment	\$ 286	\$ 5,110	\$ 4,833	\$ 10,424	\$ 1,445	\$ —	\$ —	\$ 22,098
Collectively evaluated for impairment	36,491	225,985	131,920	287,780	635,446	68,258	12,771	1,398,651
Balance at December 31, 2019	\$ 36,777	\$ 231,095	\$ 136,753	\$ 298,204	\$ 636,891	\$ 68,258	\$ 12,771	\$1,420,749

Twelve Months Ended December 31, 2018

As of December 31, 2018		Real Estate Mortgage						
(Dollars in thousands)	Commercial and Industrial	Construction	Commercial Owner Occupied	Commercial Non-owner Occupied	Residential 1 to 4 Family	Residential Multifamily	Consumer	Total
December 31, 2017	\$ 684	\$ 2,068	\$ 2,017	\$ 4,630	\$ 6,277	\$ 627	\$ 230	\$ 16,533
Charge-offs	(128)	(27)	—	(49)	—	—	(19)	(223)
Recoveries	47	600	189	86	43	—	—	965
Provisions	115	(947)	(144)	1,186	1,597	(6)	(1)	1,800
Ending Balance December 31 2018	<u>\$ 718</u>	<u>\$ 1,694</u>	<u>\$ 2,062</u>	<u>\$ 5,853</u>	<u>\$ 7,917</u>	<u>\$ 621</u>	<u>\$ 210</u>	<u>\$ 19,075</u>
Allowance for loan losses								
Individually evaluated for impairment	\$ 14	\$ 69	\$ 36	\$ 192	\$ 299	\$ —	\$ —	\$ 610
Collectively evaluated for impairment	704	1,625	2,026	5,661	7,618	621	210	18,465
Balance at December 31, 2018	<u>\$ 718</u>	<u>\$ 1,694</u>	<u>\$ 2,062</u>	<u>\$ 5,853</u>	<u>\$ 7,917</u>	<u>\$ 621</u>	<u>\$ 210</u>	<u>\$ 19,075</u>
Loans								
Individually evaluated for impairment	\$ 14	\$ 5,589	\$ 2,441	\$ 11,299	\$ 2,514	\$ —	\$ —	\$ 21,857
Collectively evaluated for impairment	34,626	134,288	133,176	310,281	542,877	49,628	14,424	1,219,300
Balance at December 31, 2018	<u>\$ 34,640</u>	<u>\$ 139,877</u>	<u>\$ 135,617</u>	<u>\$ 321,580</u>	<u>\$ 545,391</u>	<u>\$ 49,628</u>	<u>\$ 14,424</u>	<u>\$1,241,157</u>

Impaired Loans:

A loan is considered impaired when, based on the current information and events, it is probable that the Company will be unable to collect the payments of principal and interest as of the date such payments were due. Loans are placed on non-accrual status when, in management's opinion, the borrower may be unable to meet payment obligations as they become due, as well as when a loan is 90 days past due, unless the loan is well secured and in the process of collection, as required by regulatory provisions. When interest accrual is discontinued, all unpaid accrued interest is reversed. Interest income is subsequently recognized only to the extent cash payments are received in excess of principal due. Loans are returned to accrual status when all the principal and interest amounts contractually due are brought current and future payments are reasonably assured.

All our impaired loans are assessed for recoverability based on an independent third-party full appraisal to determine the net realizable value ("NRV") based on the fair value of the underlying collateral, less cost to sell and other costs or the present value of discounted cash flows in the case of certain impaired loans that are not collateral dependent.

The following tables provide further detail on impaired loans and the associated ALLL at December 31, 2019 and December 31, 2018:

December 31, 2019	Recorded Investment	Unpaid Principal Balance	Related Allowance
(Dollars in thousands)			
With no related allowance recorded:			
Commercial and Industrial	\$ —	\$ —	\$ —
Construction	—	—	—
Real Estate Mortgage:			
Commercial – Owner Occupied	2,702	2,702	—
Commercial – Non-owner Occupied	70	70	—
Residential – 1 to 4 Family	194	194	—
Residential – Multifamily	—	—	—
Consumer	—	—	—
	<u>2,966</u>	<u>2,966</u>	<u>—</u>
With an allowance recorded:			
Commercial and Industrial	286	292	286
Construction	5,110	9,600	141
Real Estate Mortgage:			
Commercial – Owner Occupied	2,131	2,131	33
Commercial – Non-owner Occupied	10,354	10,355	457
Residential – 1 to 4 Family	1,251	1,251	211
Residential – Multifamily	—	—	—
Consumer	—	—	—
	<u>19,132</u>	<u>23,629</u>	<u>1,128</u>
Total:			
Commercial and Industrial	286	292	286
Construction	5,110	9,600	141
Real Estate Mortgage:			
Commercial – Owner Occupied	4,833	4,833	33
Commercial – Non-owner Occupied	10,424	10,425	457
Residential – 1 to 4 Family	1,445	1,445	211
Residential – Multifamily	—	—	—
Consumer	—	—	—
	<u>\$ 22,098</u>	<u>\$ 26,595</u>	<u>\$ 1,128</u>

December 31, 2018	Recorded Investment	Unpaid Principal Balance	Related Allowance
	(Dollars in thousands)		
With no related allowance recorded:			
Commercial and Industrial	\$ —	\$ —	\$ —
Construction:	—	—	—
Real Estate Mortgage:			
Commercial – Owner Occupied	—	—	—
Commercial – Non-owner Occupied	—	—	—
Residential – 1 to 4 Family	1,131	1,131	—
Residential – Multifamily	—	—	—
Consumer	—	—	—
	<u>1,131</u>	<u>1,131</u>	<u>—</u>
With an allowance recorded:			
Commercial and Industrial	14	19	14
Construction:	5,589	10,080	69
Real Estate Mortgage:			
Commercial – Owner Occupied	2,441	2,441	36
Commercial – Non-owner Occupied	11,299	11,299	192
Residential – 1 to 4 Family	1,383	1,383	299
Residential – Multifamily	—	—	—
Consumer	—	—	—
	<u>20,726</u>	<u>25,222</u>	<u>610</u>
Total:			
Commercial and Industrial	14	19	14
Construction:	5,589	10,080	69
Real Estate Mortgage:			
Commercial – Owner Occupied	2,441	2,441	36
Commercial – Non-owner Occupied	11,299	11,299	192
Residential – 1 to 4 Family	2,514	2,514	299
Residential – Multifamily	—	—	—
Consumer	—	—	—
	<u>\$ 21,857</u>	<u>\$ 26,353</u>	<u>\$ 610</u>

The following table presents by loan portfolio class, the average recorded investment and interest income recognized on impaired loans for the years ended December 31, 2019 and 2018:

	Year Ended December 31,			
	2019		2018	
	Average Recorded Investment	Interest Income Recognized	Average Recorded Investment	Interest Income Recognized
	(Dollars in thousands)			
Commercial and Industrial	\$ 127	\$ 18	\$ 15	\$ 1
Commercial	5,350	173	5,781	191
Real Estate Mortgage:				
Commercial – Owner Occupied	3,956	126	3,372	134
Commercial – Non-owner Occupied	11,275	624	11,850	606
Residential – 1 to 4 Family	2,273	36	2,704	74
Residential – Multifamily	—	—	—	—
Consumer	—	—	16	—
Total	\$ 22,981	\$ 977	\$ 23,738	\$ 1,006

Troubled Debt Restructuring (TDRs)

We reported performing TDR loans (not reported as non-accrual loans) of \$16.8 million and \$18.8 million, respectively, at December 31, 2019 and December 31, 2018. Non-performing TDRs were \$281,000 at December 31, 2019. There were no non performing TDRs at December 31, 2018. There were no new loans modified as a TDR and no additional commitments to lend additional funds to debtors whose loans have been modified in TDRs for the year ended December 31, 2019 and the year ended December 31, 2018, respectively.

A TDR is a loan the terms of which have been restructured in a manner that grants a concession to a borrower experiencing financial difficulty. TDRs result from our loss mitigation activities that include rate reductions, extension of maturity, or a combination of both, which are intended to minimize economic loss and to avoid foreclosure or repossession of collateral. TDRs are classified as impaired loans and are included in the impaired loan disclosures. TDRs are also evaluated to determine whether they should be placed on non-accrual status. Once a loan becomes a TDR, it will continue to be reported as a TDR until it is repaid in full, foreclosed, sold or it meets the criteria to be removed from TDR status.

At the time a loan is modified in a TDR, we consider the following factors to determine whether the loan should accrue interest:

- Whether there is a period of current payment history under the current terms, typically 6 months;
- Whether the loan is current at the time of restructuring; and
- Whether we expect the loan to continue to perform under the restructured terms with a debt coverage ratio that complies with the Bank's credit underwriting policy of 1.25 times debt service.

TDRs are generally included in nonaccrual loans and may return to performing status after a minimum of six consecutive monthly payments under restructured terms and also meeting other performance indicators. We review the financial performance of the borrower over the past year to be reasonably assured of repayment and performance according to the modified terms. This review consists of an analysis of the borrower's historical results; the borrower's projected results over the next four quarters; and current financial information of the borrower and any guarantors. The projected repayment source needs to be reliable, verifiable, quantifiable and sustainable. At the time of restructuring, the amount of the loan principal for which we are not reasonably assured of repayment is charged-off, but not forgiven.

All TDRs are also reviewed quarterly to determine the amount of any impairment. The nature and extent of impairment of TDRs, including those that have experienced a subsequent default, is considered in the determination of an appropriate level of allowance for loan losses. For the TDR loans, we had specific reserves of \$607,300 and \$306,000 in the allowance at December 31, 2019 and December 31, 2018, respectively. Some loan modifications classified as TDRs may not ultimately result in the full collection of principal and interest, as modified, and result in potential incremental losses. These potential incremental losses have been factored into our overall allowance for loan losses estimate.

Credit Quality Indicators

As part of the on-going monitoring of the credit quality of the Company's loan portfolio, management tracks certain credit quality indicators including trends related to the risk grades of loans, the level of classified loans, net charge-offs, nonperforming loans (see details above) and the general economic conditions in the region.

The Company utilizes a risk grading matrix to assign a risk grade to each of its loans. Loans are graded on a scale of 1 to 7. Grades 1 through 4 are considered "Pass". A description of the general characteristics of the seven risk grades is as follows:

1. Good: Borrower exhibits the strongest overall financial condition and represents the most creditworthy profile.
2. Satisfactory (A): Borrower reflects a well-balanced financial condition, demonstrates a high level of creditworthiness and typically will have a strong banking relationship with the Bank.
3. Satisfactory (B): Borrower exhibits a balanced financial condition and does not expose the Bank to more than a normal or average overall amount of risk. Loans are considered fully collectable.
4. Watch List: Borrower reflects a fair financial condition, but there exists an overall greater than average risk. Risk is deemed acceptable by virtue of increased monitoring and control over borrowings. Probability of timely repayment is present.
5. Other Assets Especially Mentioned (OAEM): Financial condition is such that assets in this category have a potential weakness or pose unwarranted financial risk to the Bank even though the asset value is not currently impaired. The asset does not currently warrant adverse classification but if not corrected could weaken and could create future increased risk exposure. Includes loans which require an increased degree of monitoring or servicing as a result of internal or external changes.
6. Substandard: This classification represents more severe cases of #5 (OAEM) characteristics that require increased monitoring. Assets are characterized by the distinct possibility that the Bank will sustain some loss if the deficiencies are not corrected. Assets are inadequately protected by the current net worth and paying capacity of the borrower or of the collateral. Asset has a well-defined weakness or weaknesses that impairs the ability to repay debt and jeopardizes the timely liquidation or realization of the collateral at the asset's net book value.
7. Doubtful: Assets which have all the weaknesses inherent in those assets classified #6 (Substandard) but the risks are more severe relative to financial deterioration in capital and/or asset value; accounting/evaluation techniques may be questionable and the overall possibility for collection in full is highly improbable. Borrowers in this category require constant monitoring, are considered work out loans and present the potential for future loss to the Bank.

An analysis of the credit risk profile by internally assigned grades as of December 31, 2019 and 2018, is as follows:

<u>At December 31, 2019</u>	Pass	OAEM	Substandard	Doubtful	Total
	(Dollars in thousands)				
Commercial and Industrial	\$ 36,491	\$ —	\$ 286	\$ —	\$ 36,777
Construction	219,289	4,275	7,531	—	231,095
Real Estate Mortgage:					
Commercial – Owner Occupied	134,051	—	2,702	—	136,753
Commercial – Non-owner Occupied	298,006	—	198	—	298,204
Residential – 1 to 4 Family	634,937	920	1,034	—	636,891
Residential – Multifamily	68,258	—	—	—	68,258
Consumer	12,771	—	—	—	12,771
Total	\$ 1,403,803	\$ 5,195	\$ 11,751	\$ —	\$ 1,420,749

<u>At December 31, 2018</u>	Pass	OAEM	Substandard	Doubtful	Total
	(Dollars in thousands)				
Commercial and Industrial	\$ 34,626	\$ —	\$ 14	\$ —	\$ 34,640
Construction:	127,523	4,503	7,851	—	139,877
Real Estate Mortgage:					
Commercial – Owner Occupied	135,617	—	—	—	135,617
Commercial – Non-owner Occupied	321,446	—	134	—	321,580
Residential – 1 to 4 Family	542,865	719	1,807	—	545,391
Residential – Multifamily	49,628	—	—	—	49,628
Consumer	14,424	—	—	—	14,424
Total	\$ 1,226,129	\$ 5,222	\$ 9,806	\$ —	\$ 1,241,157

Loans to Related Parties: In the normal course of business, the Company has granted loans to its executive officers, directors and their affiliates (related parties). All loans to related parties were made in the ordinary course of business; were made on substantially the same terms, including interest rates and collateral, as those prevailing at the same time for comparable loans with persons not related to the Bank; and did not involve more than the normal risk of collectability or present other unfavorable features.

An analysis of the activity of such related party loans for 2019 is as follows:

	2019
	(Dollars in thousands)
Balance, beginning of year	\$ 13,079
Advances	467
Less: repayments	(1,467)
Balance, end of year	\$ 12,079

Pledged Loans: At December 31, 2019 and 2018, approximately \$502.0 million and \$425.2 million, respectively, of unpaid principal balance of loans were pledged to the FHLBNY on borrowings (Note 7). This pledge consists of a blanket lien on residential mortgages and certain qualifying commercial real estate loans.

Concentrations of Credit: Most of the Company's lending activity occurs within the areas of southern New Jersey and southeastern Pennsylvania, as well as other markets. We maintain discipline in our lending with a focus on portfolio diversification. In our underwriting process, we limits on loans to one borrower, one industry as well as product concentrations. Our loan portfolio consists of residential, commercial real estate loans, construction loans, commercial and industry loans as well as consumer loans.

Note 5. OREO

Other real estate owned (OREO) at December 31, 2019 was \$4.7 million, compared to \$5.1 million at December 31, 2018, a decreased of \$397,000. The OREO balances for 2019 and 2018 are included in the other assets in the balance sheets. The real estate owned at, December 31, 2019, consisted of nine properties, the largest being a commercial building being carried at \$2.0 million. During 2019, the Company disposed of \$2.8 million of OREO, recognizing a gain of \$86,000, compared to \$2.8 million of OREO sold in 2018, recognizing a gain of \$209,000. Also during 2019, the Company wrote down OREO property by \$332,000, compared to \$899,000 of write-downs in 2018, based on a decline in appraised values. Operating expenses related to OREO, net of related income, for 2019 and 2018, were \$415,000 and \$611,000, respectively.

An analysis of OREO activity for the years ended December 31, 2019 and 2018 is as follows:

	For the Year Ended December 31,	
	2019	2018
	(Dollars in thousands)	
Balance at beginning of period	\$ 5,124	\$ 7,248
Real estate acquired in settlement of loans	2,751	1,622
Sales of OREO, net	(2,771)	(2,847)
Valuation adjustments and donations	(377)	(899)
Balance at end of period	<u>\$ 4,727</u>	<u>\$ 5,124</u>

Note 6. Deposits

Deposits at December 31, 2019 and 2018, consisted of the following:

	2019	2018
	(Dollars in thousands)	
Demand deposits, noninterest-bearing	\$ 259,269	\$ 360,329
Checking accounts	55,606	52,721
Money market deposits	232,115	208,335
Savings deposits	105,554	131,127
Time deposits of \$250,000 or more	123,787	59,455
Other time deposits	432,260	279,512
Brokered time deposits	130,628	92,394
Total deposits	<u>\$ 1,339,219</u>	<u>\$ 1,183,873</u>

Scheduled maturities of certificates of deposit at December 31, 2019 are as follows:

Years Ending December 31,	(Dollars in thousands)
2020	\$ 534,185
2021	141,210
2022	7,718
2023	2,483
2024	1,065
Thereafter	14
Total	<u>\$ 686,675</u>

Note 7. Borrowings

An analysis of borrowings at December 31, 2019 and 2018 is as follows:

		2019		2018	
	Maturity Date or Range	Amount	Weighted Average Rate	Amount	Weighted Average Rate
(Dollars in thousands, except rates)					
Borrowed funds:					
Federal Home Loan Bank advances	Less than one year	\$ 112,150	2.33%	\$ 68,650	2.58%
	One to three years	22,500	2.84%	36,000	2.85%
	Total	<u>\$ 134,650</u>		<u>\$ 104,650</u>	
Subordinated debentures, capital trusts	November 2035	\$ 5,155	3.57%	\$ 5,155	4.31%
	November 2035	5,155	3.57%	5,155	4.31%
	September 2037	3,093	3.39%	3,093	4.29%
	Total	<u>\$ 13,403</u>		<u>\$ 13,403</u>	

At December 31, 2019, the Company had a \$380.9 million line of credit from the FHLBNY, of which \$134.7 million, as detailed above, was outstanding, \$40.0 million was a letter of credit to secure public deposits, and \$206.2 million was unused.

Subordinated Debentures – Capital Trusts: On August 23, 2005, Parke Capital Trust I, a Delaware statutory business trust and a wholly-owned subsidiary of the Company, issued \$5,000,000 of variable rate capital trust pass-through securities to investors. The variable interest rate re-prices quarterly at the three-month LIBOR plus 1.91% and was 3.57% at December 31, 2019. Parke Capital Trust I purchased \$5,155,000 of variable rate junior subordinated deferrable interest debentures from the Company. The debentures are the sole asset of the Trust. The terms of the junior subordinated debentures are the same as the terms of the capital securities. The Company has also fully and unconditionally guaranteed the obligations of the Trust under the capital securities. The capital securities are redeemable by the Company on or after November 23, 2010, at par. The capital securities must be redeemed upon final maturity of the subordinated debentures on November 23, 2035. Proceeds of approximately \$4.2 million were contributed to paid-in capital at the Bank. The remaining \$955,000 was retained at the Company for future use.

On August 23, 2005, Parke Capital Trust II, a Delaware statutory business trust and a wholly-owned subsidiary of the Company, issued \$5,000,000 of fixed/variable rate capital trust pass-through securities to investors. Currently, the interest rate is variable at 3.57%. The variable interest rate re-prices quarterly at the three-month LIBOR plus 1.91% beginning November 23, 2010. Parke Capital Trust II purchased \$5,155,000 of variable rate junior subordinated deferrable interest debentures from the Company. The debentures are the sole asset of the Trust. The terms of the junior subordinated debentures are the same as the terms of the capital securities. The Company has also fully and unconditionally guaranteed the obligations of the Trust under the capital securities. The capital securities are redeemable by the Company on or after November 23, 2010, at par. The capital securities must be redeemed upon final maturity of the subordinated debentures on November 23, 2035. Proceeds of approximately \$4.2 million were contributed to paid-in capital at the Bank. The remaining \$955,000 was retained at the Company for future use.

On June 21, 2007, Parke Capital Trust III, a Delaware statutory business trust and a wholly-owned subsidiary of the Company, issued \$3,000,000 of variable rate capital trust pass-through securities to investors. The variable interest rate re-prices quarterly at the three-month LIBOR plus 1.89% and was 3.39% at December 31, 2019. Parke Capital Trust III purchased \$3,093,000 of variable rate junior subordinated deferrable interest debentures from the Company. The debentures are the sole asset of the Trust. The terms of the junior subordinated debentures are the same as the terms of the capital securities. The Company has also fully and unconditionally guaranteed the obligations of the Trust under the capital securities. The capital securities are redeemable by the Company on or after December 15, 2012, at par. The capital securities must be redeemed upon final maturity of the subordinated debentures on September 15, 2037. The proceeds were contributed to paid-in capital at the Bank.

Note 8. Company Premises and Equipment

A summary of the cost and accumulated depreciation and amortization of Company premises and equipment as of December 31, 2019 and 2018 is as follows:

	Estimated Useful lives	2019	2018
(Dollars in thousands)			
Land		\$ 1,044	\$ 1,044
Building and improvements	12 years	7,233	7,191
Furniture and equipment	5 years	3,628	3,076
Total premises and equipment		11,905	11,311
Less: accumulated depreciation and amortization		(4,959)	(4,528)
Premises and equipment, net		<u>\$ 6,946</u>	<u>\$ 6,783</u>

Depreciation and amortization expense was \$431,000 and \$380,000 in 2019 and 2018, respectively.

Note 9. Leases

We lease three retail branches and a parcel of land for a retail branch location. These leases generally have remaining terms of 6 years or less except the land lease, which has a remaining lease term of eighty-six years. Some of the leases may include options to renew the leases. The exercise of lease renewal is at our sole discretion.

When we adopted the Accounting Standards Update (ASU) 2016-02, we recognized operating right-of-use assets and lease liabilities each for \$2.8 million. At adoption of ASU 2016-02, we elected the practical expedients package, which allows us to not reassess the lease classification for any existing leases. All our leases existed before the adoption of the new lease standard were measured under operating leases according to the applicable GAAP standard then. As the result, we have recorded all our lease as operating leases.

Our right-of-use assets and lease liabilities for operating leases are included in other assets and other liabilities on our consolidated balance sheets. We use interest rate implicit in the lease or incremental borrowing rate in determining the present value of lease payments. At December 31, 2019, we had future minimum lease payments of \$27.6 million and imputed interest \$25.1 million and lease liability \$2.5 million. The weighted average remaining lease term was 50.99 year and weighted average discount rate was 7.28% at December 31, 2019, respectively. We also sublease some space of the one of our leased facilities to a company. Our operating lease expense is included in occupancy expenses within non-interest expense in our consolidated statements of income. Total operating lease expense consists of operating lease cost, which is recognized on a straight-line basis over the lease term, and variable lease cost, which is recognized based on actual amounts incurred.

The following table presents information about our operating leases at the year ended December 31, 2019.

Dollars in thousands	2019
Lease right of use assets (ROU)	\$ 2,544
Lease liabilities	\$ 2,544

The following table presents future undiscounted cash flows on our operating leases:

Years Ending December 31,	(Dollars in thousands)
2020	\$ 309
2021	319
2022	290
2023	250
2024	252
Thereafter	26,211
Total undiscounted lease payments	<u>\$ 27,631</u>

Note 10. Shareholders' Equity

Common Stock Dividend: The Company paid a quarterly cash dividend each quarter of 2019. The first quarter dividend declared was \$0.14 per share and paid in April 2019. The dividend declared was increased to \$0.16 per share in the second, third and fourth quarters of 2019. The second and third quarter dividend declared were paid in July and October. The fourth quarter dividend was paid in January, 2020. The Company also paid a cash dividend \$1.5 million on the common stock on January 25, 2019 which had been declared in the fourth quarter of 2018. During 2019 the Company paid \$6.5 million in common stock cash dividends.

In January 2020, the Company declared a 10% common stock dividend to shareholders. The Company declared the stock dividend before the Company's 2019 financial statements are issued or are available to be issued. As the result, the company retroactively adjusted the assumed dividend shares 1,077,121 to the outstanding shares at December 31, 2019. All share and per share information have been retroactively adjusted to give effect to the stock dividend for the periods presented.

The timing and amount of future dividends will be within the discretion of the Board of Directors and will depend on the consolidated earnings, financial condition, liquidity, and capital requirements of the Company and its subsidiaries, applicable governmental regulations and policies, and other factors deemed relevant by the Board.

Treasury Stock: The Company, in 2015, announced plans to purchase up to 500,000 shares of its own stock. During 2016, the Company purchased 294 shares at an average cost of \$12.61 per share.

Stock Options: In 2015, the shareholders approved the 2015 Equity Incentive Plan (the "Plan"). The Plan is a "non-qualified" stock option plan. Under the plan, stock options have generally been granted with an exercise price equal to the fair value of the company's common stock on the grant date. All options issued have a 10-year contractual term and vest over five years.

In January 2016, the Company awarded 145,300 options to its directors and certain officers and employees. In August 2018, the Company awarded 124,000 options to its directors and certain officers and employees. The weighted average grant date fair value of stock option awards granted in 2018 was \$3.83 per share. The company did not grant any options in 2019. Compensation expense related to options is measured based on the grant-date fair value determined using the Black-Scholes valuation model. The outstanding options at December 31, 2019 have a weighted average exercise price of \$14.80.

We recognize compensation expense for stock options on a straight-line basis over the specified vesting period. Net compensation expense for the employees and directors' option grants recognized during 2019 and 2018 amounted to \$166,400 and \$104,200, respectively. The remaining unrecognized compensation expense for the employees and directors' option at December 31, 2019 is \$422,300.

The following table summarizes stock option activity of employees and directors for the year ended December 31, 2019.

Options	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at January 1, 2019	291,584	\$14.36		
Granted	—	\$—		
Exercised	(15,584)	\$8.59		
Expired/terminated	(5,324)	\$8.59		
Outstanding at December 31, 2019:	270,676	\$14.80	7.2	\$ 2,822,610
Exercisable at December 31, 2019:	106,577	\$11.75	6.7	\$ 1,437,151

* The data above did not give retrospectively adjustment for the assumed stock dividend declared in January 2020.

Under 2015 Equity Incentive Plan, the Company was authorized to issue 50,000 shares of restricted stock upon the grant of awards. All restricted stocks vests over five years. The company granted 1,460 shares and 1,148 shares of the restricted stock in 2019 and 2018, respectively, in which 522 shares and 230 shares of restricted stock were vested and exercised in 2019 and 2018. The nonvesting restricted stocks were 1,816 shares and 918 at December 31, 2019 and 2018. The weighted average of the grant date fair values were \$19.02 and \$19.93 per share for the the awards of 2019 and 2018, respectively. The Company recognized \$9,900 and \$4,500 compensation costs of the restricted stocks during year 2019 and 2018.

Preferred Stock: In December of 2013, the Company completed a private placement of newly designated 6% Non-Cumulative Perpetual Convertible Preferred Stock, Series B, with a liquidation preference of \$1,000 per share. The Company sold 20,000 shares in the placement for gross proceeds of \$20.0 million. Each share of Series B Preferred Stock is convertible, at the option of the holder into approximately 125.05 shares of Common Stock at December 31, 2019. There were 500 shares of Series B Preferred Stock outstanding at December 31, 2019. Upon full conversion of the outstanding shares of the Series B Preferred Stock, the Company will issue approximately 62,553 shares of Common Stock assuming that the conversion rate does not change. The conversion rate and the total number of shares to be issued would be adjusted for future stock dividends, stock splits and other corporate actions. The conversion rate was set using a conversion price for the common stock of \$10.64, which was approximately 20% over the closing price of the Common Stock on October 10, 2013, the day the Series B Preferred Stock was priced.

During 2019 and 2018, preferred stockholders converted 724 and 14,747 shares of preferred shares into 90,532 and 1,843,761 shares of common stock.

The Company has recorded dividends on preferred stock in the approximate amount of \$24,000 and \$446,000 for the years ended December 31, 2019 and 2018, respectively. The Company paid cash dividend \$60 per share on the preferred stock for year 2019. The preferred stock qualifies for and is accounted for as equity securities and is included in the Company's Tier I capital since issued.

Non-controlling interests: The Company has a joint venture with Bridgestone Capital LLC in PDL LLC, a joint venture formed in 2018 to originate short-term alternative real estate loan products. The Company has a 51% ownership interest in the joint venture. For the year ended December 31, 2018, Bridgestone Capital LLC made a \$1.2 million capital contribution to PDL.

Note 11. Income Taxes

Income tax expense for 2019 and 2018 consisted of the following:

	2019	2018
	(Dollars in thousands)	
Current tax expense:		
Federal	\$ 7,719	\$ 6,593
State	2,229	1,726
	9,948	8,319
Deferred tax benefit/expense	(163)	58
Income tax expense	<u>\$ 9,785</u>	<u>\$ 8,377</u>

The components of the net deferred tax asset at December 31, 2019 and 2018 were as follows:

	2019	2018
	(Dollars in thousands)	
Deferred tax assets:		
Allowance for loan losses	\$ 5,350	\$ 4,611
Supplemental Executive Retirement Plan ("SERP")	1,459	1,321
OREO writedowns	480	1,191
Nonaccrued interest	466	296
Non-qualified stock options and restricted stock	59	39
Write-down on partnership investment	134	132
Unrealized loss	—	197
Other	84	—
	8,032	7,787
Valuation allowance	(134)	(132)
Deferred tax liabilities:		
Depreciation	(106)	(54)
Partnership income	(67)	(28)
Unrealized gain	(29)	—
Deferred loan costs	(1,249)	(1,062)
Net deferred tax asset	\$ 6,447	\$ 6,511

A reconciliation of the Company's effective income tax rate with the statutory federal rate for 2019 and 2018 is as follows:

	2019	2018
	(Dollars in thousands)	
At Federal statutory rate	\$ 8,415	\$ 7,017
Adjustments resulting from:		
State income taxes, net of Federal tax benefit	1,677	1,530
Non-controlling interest	(94)	(45)
Tax exempt income	(11)	(12)
BOLI	(126)	(129)
Stock compensation	(9)	(3)
Nondeductible expenses	1	—
Other	(68)	19
	<u>\$ 9,785</u>	<u>\$ 8,377</u>

Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustments to the financial statements. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal or local tax authorities for years before 2016, and by the State of New Jersey for years before 2015. The Company recorded a valuation allowance relating to the write down of a partnership investment. Management has concluded that these capital losses will not be realizable once incurred.

The Company recorded income tax expense of \$9.8 million on income before taxes of \$40.1 million on for the year ended December 31, 2019, resulting in an effective tax rate of 24.4%, compared to income tax expense of \$8.4 million on income before taxes of \$33.4 million for the same period of 2018, resulting in an effective tax rate of 25.1%.

Note 12. Retirement Plans

The Company has a Supplemental Executive Retirement Plan ("SERP") covering certain members of management.

The net periodic SERP pension cost was approximately \$515,000 in 2019 and \$685,000 in 2018. The unfunded benefit obligation, which was included in other liabilities, was approximately \$5.9 million at December 31, 2019 and \$5.5 million at December 31, 2018.

The benefit obligation at December 31, 2019 and December 31, 2018 was calculated as follows:

	2019	2018
	(Dollars in thousands)	
Benefit obligation, January 1	\$ 5,521	\$ 4,901
Service cost	226	417
Interest cost	289	268
Benefits paid	(87)	(65)
Accrued liability at December 31	<u>\$ 5,949</u>	<u>\$ 5,521</u>

The net periodic SERP pension cost for 2019 and 2018 was calculated as follows:

	2019	2018
	(Dollars in thousands)	
Service cost	\$ 226	\$ 417
Interest cost	289	268
	<u>\$ 515</u>	<u>\$ 685</u>

The service costs for 2019 and 2018 are included in the compensation cost in the income statements. The discount rate used in determining the actuarial present value of the projected benefit obligation was 5.5% for 2019 and 2018. Annual benefit payments are estimated at \$371,668 for 2020, \$650,633 for 2021, \$650,633 for 2022, \$650,633 for 2023, \$650,633 for 2024 and \$5.8 million thereafter.

The Company has a 401(k) Plan covering substantially all employees. Under the Plan, the Company is required to contribute 3% of all qualifying employees' eligible salary to the Plan. The Plan expense in 2019 was \$217,300 and \$180,500 in 2018.

Note 13. Regulatory Matters

Banks and bank holding companies are subject to regulatory capital requirements administered by federal banking agencies. Capital adequacy guidelines and, additionally for banks, prompt corrective action regulations, involve quantitative measures of assets, liabilities, and certain off-balance-sheet items calculated under regulatory accounting practices. Capital amounts and classifications are also subject to qualitative judgments by regulators. Failure to meet capital requirements can result in regulatory action. The final rules implementing Basel Committee on Banking Supervision's capital guidelines for U.S. banks (Basel III rules) became effective for the Company on January 1, 2015 with full compliance with all of the requirements being phased in over a multi-year schedule, and fully phased in by January 1, 2019. Under the Basel III rules, the Company must hold a capital conservation buffer above the adequately capitalized risk-based capital ratios. The capital conservation buffer is being phased in from 0.0% for 2015 to 2.50% by 2019. The capital conservation buffer is 2.5% and 1.875 for 2019 and 2018, respectively. The Bank made a one-time election to opt-out the net unrealized gain or loss on available for sale securities in computing regulatory capital. At December 31, 2019, the Bank was considered "well capitalized" under the regulatory framework for prompt corrective action.

Prompt corrective action regulations provide five classifications: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized, although these terms are not used to represent overall financial condition. If adequately capitalized, regulatory approval is required to accept brokered deposits. If undercapitalized, capital distributions are limited, as is asset growth and expansion, and capital restoration plans are required. At year-end 2019 and 2018 the most recent regulatory notifications categorized the Bank as well capitalized under the regulatory framework for prompt corrective action. There are no conditions or events since that notification that management believes have changed the institution's category.

To be categorized as well capitalized, the Bank must maintain minimum total risk based, Tier 1 risk based, and Tier 1 leverage ratios as set forth in the following tables.

As of December 31, 2019			For Capital Adequacy Purpose		For Capital Adequacy Purposes with Capital Conservation Buffer *		To be Well Capitalized Under Prompt Corrective Action Provisions	
Company	Actual							
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
(Dollars in thousands except ratios)								
Total risk-based capital	\$ 208,013	16.70%	\$ 99,654	8.00%	\$ 130,795	10.50%	\$ 124,567	10.00%
Tier 1 risk-based capital	192,365	15.44%	74,740	6.00%	105,882	8.50%	99,654	8.00%
Tier 1 leverage	192,365	11.87%	64,802	4.00%	64,802	4.00%	81,002	5.00%
Tier 1 common equity	177,068	14.21%	56,055	4.50%	87,197	7.00%	80,969	6.50%
Parke Bank								
Total risk-based capital	\$ 207,620	16.67%	\$ 99,621	8.00%	\$ 130,752	10.50%	\$ 124,526	10.00%
Tier 1 risk-based capital	191,977	15.42%	74,716	6.00%	105,847	8.50%	99,621	8.00%
Tier 1 leverage	191,977	11.85%	64,785	4.00%	64,785	4.00%	80,982	5.00%
Tier 1 common equity	190,158	15.27%	56,037	4.50%	87,168	7.00%	80,942	6.50%

As of December 31, 2018			For Capital Adequacy Purpose		For Capital Adequacy Purposes with Capital Conservation Buffer *		To be Well Capitalized Under Prompt Corrective Action Provisions	
Company	Actual							
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
(Dollars in thousands except ratios)								
Total risk-based capital	\$ 182,316	16.73%	\$ 87,164	8.00%	\$ 107,592	9.88%	\$ 108,954	10.00%
Tier 1 risk-based capital	168,629	15.48%	65,373	6.00%	85,802	7.88%	87,164	8.00%
Tier 1 leverage	168,629	12.15%	55,503	4.00%	55,503	4.00%	69,378	5.00%
Tier 1 common equity	153,020	14.04%	49,029	4.50%	69,458	6.38%	70,820	6.50%
Parke Bank								
Total risk-based capital	\$ 181,760	16.69%	\$ 87,131	8.00%	\$ 107,552	9.88%	\$ 108,913	10.00%
Tier 1 risk-based capital	168,078	15.43%	65,348	6.00%	85,769	7.88%	87,131	8.00%
Tier 1 leverage	168,078	12.10%	55,569	4.00%	55,569	4.00%	69,461	5.00%
Tier 1 common equity	166,639	15.30%	49,011	4.50%	69,432	6.38%	70,794	6.50%

* The new capital rules require banks and covered financial institution holding companies to maintain a capital conservation buffer of at least 2.5% of risk-weighted assets over and above the minimum risk-based capital requirements. Institutions that do not maintain the required capital buffer will become subject to progressively more stringent limitations on the percentage of earnings that can be paid out in dividends or used for stock repurchases and on the payment of discretionary bonuses to senior executive management. The minimums under Basel III increased by 0.625% (the capital conservation buffer) annually until fully phased in, in 2019. The fully phased-in minimums are 10.5% (Total risk-based capital), 8.5% (Tier 1 risk-based capital), and 7.0% (Tier 1 common equity).

In November 2019, Federal bank regulatory agencies finalized a rule that simplifies capital requirements for community banks by allowing them to optionally adopt a simple leverage ratio to measure capital adequacy, which removes requirements for calculating and reporting risk-based capital ratios for a qualifying community bank that have less than \$10 billion in total consolidated assets, limited amounts of off-balance-sheet exposures and trading assets and liabilities, and a leverage ratio greater than 9 percent. The community bank leverage ratio framework will be effective on January 1, 2020.

Note 14. Other Related Party Transactions

A member of the Board of Directors is a principal of an employee benefits insurance agency that provides all the medical, life and disability insurance coverage for the Company. The cost of these employee benefits for the Company and its employees totaled \$867,000 in 2019 and \$790,500 in 2018.

Note 15. Commitments and Contingencies

The Company is a 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 include commitments to extend credit and standby letters of credit. These instruments involve, to varying degrees, elements of credit risk in excess of the amount recognized in the consolidated balance sheet. The contract or notional amounts of these instruments reflect the extent of the Company's involvement in these particular classes of financial instruments. The Company's exposure to the maximum possible credit risk in the event of nonperformance by the other party to the financial instruments for commitments to extend credit and standby letters of credit is represented by the contractual or notional amount of those instruments. The Company uses the same credit policies in making commitments and conditional obligations as it does for on-balance sheet instruments.

Commitments to extend credit are agreements to lend to a customer as long as there is no violation of any condition established in the contract. Commitments generally have fixed expiration dates or other termination clauses and may require the payment of a fee. The Company evaluates each customer's credit-worthiness on a case-by-case basis. The amount of collateral obtained, if deemed necessary upon extension of credit, is based on management's credit evaluation. Collateral held varies but may include accounts receivable; inventory; property, plant and equipment and income-producing commercial properties. Since many of the commitments are expected to expire without being drawn upon, the total commitment amounts do not necessarily represent future cash requirements. Commitments to fund fixed-rate loans were immaterial at December 31, 2019. Variable-rate commitments are generally issued for less than one year and carry market rates of interest. Such instruments are not likely to be affected by annual rate caps triggered by rising interest rates. Management believes that off-balance sheet risk is not material to the results of operations or financial condition. As of December 31, 2019 and 2018, unused commitments to extend credit amounted to approximately \$205.1 million and \$150.6 million, respectively.

Standby letters of credit are conditional commitments issued by the Company to guarantee the performance of a customer to a third party. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers. As of December 31, 2019 and 2018, standby letters of credit with customers were \$20.8 million and \$19.3 million, respectively.

The company also has entered into an employment contract with the President of the Company, which provides for continued payment of certain employment salary and benefits prior to the expiration date of the agreement and in the event of a change in control, as defined. The Company has also entered into Change-in-Control Severance Agreements with certain officers which provide for the payment of severance in certain circumstances following a change in control.

We provide banking services to customers that are licensed by various States to do business in the medical-use cannabis industry as growers, processors and dispensaries. Medical-use cannabis businesses are legal in these States, although it is not legal at the federal level. The U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") published guidelines in 2014 for financial institutions servicing state legal cannabis businesses. A financial institution that provides services to cannabis-related businesses can comply with Bank Secrecy Act ("BSA") disclosure standards by following the FinCEN guidelines. We maintain stringent written policies and procedures related to the acceptance of such businesses and to the monitoring and maintenance of such business accounts. We conduct a significant due diligence review of the cannabis business before the business is accepted, including confirmation that the business is properly licensed by the applicable state. Throughout the relationship, we continue monitoring the business, including site visits, to ensure that the business continues to meet our stringent requirements, including maintenance of required licenses and periodic financial reviews of the business.

While we believe we are operating in compliance with the FinCEN guidelines, there can be no assurance that federal enforcement guidelines will not change. Federal prosecutors have significant discretion and there can be no assurance that the federal prosecutors will not choose to strictly enforce the federal laws governing cannabis. Any change in the Federal government's enforcement position, could cause us to immediately cease providing banking services to the cannabis industry.

At December 31, 2019 and 2018, deposit balances from medical-use cannabis customers were approximately \$129.2 million and \$253.8 million, or 9.6% and 21.4% of total deposits, respectively, with two customers accounting for 13.6% and 65.9% of the total at December 31, 2019 and 2018. At December 31, 2019 and 2018, there were cannabis-related loans in the amounts of \$5.5

million and \$970,000, respectively. We recorded approximately \$183,000 and \$51,000 of interest incomes in 2019 and 2018, respectively, related to these loans. The fee incomes for the year ended December 31, 2019 and December 31, 2018 from the commercial deposit accounts of depositors who do business in the medical-use cannabis industry were \$1.6 million and \$613,000 and are included in service fees on deposit accounts, in the accompanying consolidated statements of income.

In the normal course of business, there are outstanding various contingent liabilities such as claims and legal action, which are not reflected in the financial statements. In the opinion of management, no material losses are anticipated as a result of these actions or claims.

Note 16. Fair Value

Fair Value Measurements

The Company uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. In accordance with the *Fair Value Measurements and Disclosures* (Topic 820) of FASB Accounting Standards Codification, the fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in many instances, there are no quoted market prices for the Company's various financial instruments. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

Fair value is a market-based measurement, not an entity-specific measurement. The fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires the use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions. In accordance with this guidance, the Company groups its assets and liabilities carried at fair value in three levels as follows:

Level 1 Input:

- 1) Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Inputs:

- 1) Quoted prices for similar assets or liabilities in active markets.
- 2) Quoted prices for identical or similar assets or liabilities in markets that are not active.
- 3) Inputs other than quoted prices that are observable, either directly or indirectly, for the term of the asset or liability (e.g., interest rates, yield curves, credit risks, prepayment speeds or volatilities) or "market corroborated inputs."

Level 3 Inputs:

- 1) Prices or valuation techniques that require inputs that are both unobservable (i.e. supported by little or no market activity) and that are significant to the fair value of the assets or liabilities.
- 2) These assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

Fair Value on a Recurring Basis:

The following is a description of the Company's valuation methodologies for assets carried at fair value on a recurring basis. These methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes that its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting measurement date.

Investments in Available for Sale Securities and Loans Held for Sale:

Where quoted prices are available in an active market, securities or other assets are classified in Level 1 of the valuation hierarchy. If quoted market prices are not available for the specific security or available for sale loans, then fair values are provided by independent third-party valuation services. These valuation services estimate fair values using pricing models and other accepted valuation methodologies, such as quotes for similar securities and observable yield curves and spreads. As part of the Company's overall valuation process, management evaluates these third-party methodologies to ensure that they are representative of exit prices in the Company's principal markets. For the AFS loans, the fair value represents the face value of the guaranteed portion of the SBA loans pending settlement. Securities and loans in Level 2 include mortgage-backed securities, corporate debt obligations, collateralized mortgage-backed securities, and SBA loans available for sale.

The table below presents the balances of assets and liabilities measured at fair value on a recurring basis at December 31, 2019 and 2018.

Financial Assets	Level 1	Level 2	Level 3	Total
(Dollars in thousands)				
Investment securities and loans held for sale				
As of December 31, 2019				
Corporate debt obligations	\$ —	\$ 500	\$ —	\$ 500
Residential mortgage-backed securities	—	26,075	—	26,075
Collateralized mortgage-backed securities	—	38	—	38
Loans held for sale		190		190
Total	\$ —	\$ 26,803	\$ —	\$ 26,803
As of December 31, 2018				
Corporate debt obligations	\$ —	\$ 500	\$ —	\$ 500
Residential mortgage-backed securities	—	30,721	—	30,721
Collateralized mortgage-backed securities	—	57	—	57
Loans held for sale		419		419
Total	\$ —	\$ 31,697	\$ —	\$ 31,697

For the year ended December 31, 2019, there were no transfers between the levels within the fair value hierarchy.

There were no level 3 assets or liabilities held for the year ended at December 31, 2019 and December 31, 2018.

Fair Value on a Non-Recurring Basis:

Certain assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances (for example, when there is evidence of impairment).

Financial Assets	Level 1	Level 2	Level 3	Total
(Dollars in thousands)				
As of December 31, 2019				
Collateral dependent impaired loans	\$ —	\$ —	\$ 8,460	\$ 8,460
OREO	\$ —	\$ —	\$ 4,727	\$ 4,727
As of December 31, 2018				
Collateral dependent impaired loans	\$ —	\$ —	\$ 6,921	\$ 6,921
OREO	\$ —	\$ —	\$ 5,124	\$ 5,124

All collateral dependent impaired loans have an independent third-party full appraisal to determine the NRV based on the fair value of the underlying collateral, less cost to sell (a range of 5% to 10%) and other costs, such as unpaid real estate taxes, that have been identified. The appraisal will be based on an "as-is" valuation and will follow a reasonable valuation method that addresses the direct sales comparison, income, and cost approaches to market value, reconciles those approaches, and explains the elimination of each approach not used. Appraisals are updated every 12 months or sooner if we have identified possible further deterioration in value.

OREO consists of real estate properties which are recorded at fair value. All properties have an independent third-party full appraisal to determine the fair value, less cost to sell (a range of 5% to 10%) and other costs, such as unpaid real estate taxes, that have been identified. The appraisal will be based on an "as-is" valuation and will follow a reasonable valuation method that addresses the direct sales comparison, income, and cost approaches to market value, reconciles those approaches, and explains the elimination of each approach not used. Appraisals are updated every 12 months or sooner if we have identified possible further deterioration in value.

Fair Value of Financial Instruments

The Company discloses estimated fair values for its significant financial instruments in accordance with FASB ASC (Topic 825), "*Disclosures about Fair Value of Financial Instruments*". The methodologies for estimating the fair value of financial assets and liabilities that are measured at fair value on a recurring or non-recurring basis are discussed above. The methodologies for estimating the fair value of other financial assets and liabilities are discussed below.

For certain financial assets and liabilities, carrying value approximates fair value due to the nature of the financial instrument. These instruments include cash and cash equivalents, accrued interest receivable, demand and other non-maturity deposits and accrued interest payable.

The Company used the following methods and assumptions in estimating the fair value of the following financial instruments:

Investment Securities: Fair value of securities available for sale is described above. Fair value of held to maturity securities is based upon quoted market prices for identical or similar assets.

Loans Held for Sale: Fair value represents the face value of the guaranteed portion of SBA loans pending settlement.

Loans Receivable: For residential mortgages loans, fair value is estimated using the quoted market prices for securities backed by similar loans, adjusted for differences in loan characteristics. The fair value of other types of loans is estimated by discounting the future cash flows using the risk adjusting current interest rates at which similar loans would be made to borrowers with similar credit ratings and same remaining maturities, adjusted for the liquidity discount and underwriting uncertainty.

Restricted stock: Carrying value of FHLBNY and the Atlantic Central Bankers Bank stocks represent the par values of the stocks and is adjusted for impairments if any. The carrying value approximated fair value.

Time deposits: The fair value of time deposits is based on the discounted value of contractual cash flows, where the discount rate is estimated using the market rates currently offered for deposits of similar remaining maturities.

Borrowings: The fair values of FHLBNY borrowings, other borrowed funds and subordinated debt are based on the discounted value of estimated cash flows. The discounted rate is estimated using market rates currently offered for debts with similar credit rating, terms and remaining maturities.

For a further discussion of the Company's valuation methodologies for financial instrument measured at fair value, see the Note 1 - Description of Business and Summary of Significant Accounting Policies of the Consolidated Financial Statements.

Bank premises and equipment, customer relationships, deposit base and other information required to compute the Company's aggregate fair value are not included in the above information. Accordingly, the above fair values are not intended to represent the aggregate fair value of the Company.

The following table summarizes the carrying amounts and fair values for financial instruments at December 31, 2019 and December 31, 2018:

December 31, 2019	Carrying Amount	Fair Value				
		Total	Level 1	Level 2	Level 3	
		(Dollars in thousands)				
Financial Assets:						
Cash and cash equivalents	\$ 191,607	\$ 191,607	\$ 191,607	\$ —	\$ —	
Investment securities AFS	26,613	26,613	—	26,613	—	
Investment securities HTM	1,167	1,430	—	1,430	—	
Restricted stock	7,440	7,440	—	—	7,440	
Loans held for sale	190	190	—	190	—	
Loans, net	1,398,938	1,393,288	—	1,372,317	20,971	
Accrued interest receivable	6,069	6,069	—	6,069	—	
Financial Liabilities:						
Non-time deposits	\$ 652,544	\$ 652,544	\$ —	\$ 652,544	\$ —	
Time deposits	686,675	692,177	—	692,177	—	
Borrowings	148,053	156,479	—	156,479	—	
Accrued interest payable	2,260	2,260	—	2,260	—	

December 31, 2018	Carrying Amount	Fair Value				
		Total	Level 1	Level 2	Level 3	
		(Dollars in thousands)				
Financial Assets:						
Cash and cash equivalents	\$ 154,471	\$ 154,471	\$ 154,471	\$ —	\$ —	
Investment securities AFS	31,278	31,278	—	31,278	—	
Investment securities HTM	1,113	1,292	—	1,292	—	
Restricted stock	5,858	5,858	—	—	5,858	
Loans held for sale	419	419	—	419	—	
Loans, net	1,222,082	1,209,223	—	1,187,975	21,248	
Accrued interest receivable	5,191	5,191	—	5,191	—	
Financial Liabilities:						
Non-time deposits	\$ 752,512	\$ 752,512	\$ —	\$ 752,512	\$ —	
Time deposits	431,361	433,575	—	433,575	—	
Borrowings	118,053	118,965	—	118,965	—	
Accrued interest payable	1,390	1,390	—	1,390	—	

Note 17. Parent Company Only Financial Statements

Condensed financial information of the parent company only is presented in the following two tables:

Balance Sheets

	December 31,	
	2019	2018
	(Dollars in thousands)	
Assets:		
Cash	\$ 2,086	\$ 2,049
Investments in subsidiaries	190,217	166,173
Other assets	2	3
Total assets	<u>\$ 192,305</u>	<u>\$ 168,225</u>
Liabilities and Equity:		
Subordinated debentures	\$ 13,403	\$ 13,403
Other liabilities	1,700	1,502
Equity	177,202	153,320
Total liabilities and equity	<u>\$ 192,305</u>	<u>\$ 168,225</u>

Statements of Income

	Years ended December 31,	
	2019	2018
	(Dollars in thousands)	
Income:		
Dividends from bank subsidiary	\$ 7,300	\$ 6,600
Total income	7,300	6,600
Expense:		
Interest on subordinated debentures	\$ 541	\$ 491
Salary	160	160
Other expenses	127	122
Total expenses	828	773
Net Income	6,472	5,827
Equity in undistributed income of subsidiaries	23,369	18,997
Net income	29,841	24,824
Preferred stock dividend and discount accretion	(24)	(446)
Net income available to common shareholders	<u>\$ 29,817</u>	<u>\$ 24,378</u>

Statements of Cash Flows

	Years ended December 31,	
	2019	2018
	(Dollars in thousands)	
Cash Flows from Operating Activities		
Net income	\$ 29,841	\$ 24,824
Adjustments to reconcile net income to net cash provided by operating activities:		
Equity in undistributed earnings of subsidiaries	(23,369)	(18,997)
Changes in		
Increase in other assets	(1)	(2)
Increase in accrued interest payable and other accrued liabilities	(21)	(4)
Other	29	19
Net cash provided by operating activities	6,479	5,840
Cash Flows from Financing Activities		
Proceeds from exercise of stock options	48	43
Payment of dividend on preferred stock and common stock	(6,490)	(5,412)
Net cash used in financing activities	(6,442)	(5,369)
Increase in cash and cash equivalents	37	471
Cash and Cash Equivalents, January 1,	2,049	1,578
Cash and Cash Equivalents, December 31,	\$ 2,086	\$ 2,049

Note 18. Subsequent Events

On January 31, 2020, the Company declared a 10% stock dividend to its common stock shareholders. The stock dividend was paid on March 3, 2020, to stockholders of record as of February 18, 2020. The Company announced the stock dividend before the Company's 2019 financial statements are issued or are available to be issued. The Company is required to retroactively adjust its 2019 financial statements and related prior period earnings per share data. As the result, we retrospectively adjusted 2019 balance sheet, income statement, and equity statement. All prior-period per-share computations presented were also adjusted retroactively.

PARKE BANCORP, INC.
PARKE BANK

BOARD OF DIRECTORS

Celestino R. (“Chuck”) Pennoni

Chairman of the Board
Founder and Chairman of
Pennoni Associates

Daniel J Dalton

Vice Chairman of the Board
Retired
Brown & Brown of New Jersey

Fred G. Choate

President of Greater Philadelphia
Venture Capital Corporation

Arret F. Dobson

President White Oaks Country Club

Dr. Edward Infantolino

Retired
President of Ocean Internal
Medicine Associates, P.A.

Anthony J. Jannetti

President of Anthony J. Jannetti, Inc.

Jeffrey H. Kripitz

Retired
Owner of Jeff Kripitz Agency

Elizabeth A. Milavsky

Retired
Executive Vice President and COO

Vito S. Pantilione

President and Chief Executive officer
Parke Bank and Parke Bancorp Inc

Jack C. Sheppard, Jr.

Senior Vice President with Arthur J.
Gallagher & Company

PARKE BANK
SENIOR EXECUTIVE MANAGEMENT

Vito S. Pantilione

Chief Executive Officer and President

John F. Hawkins

Executive Vice President and CFO

Ralph Gallo

Executive Vice President and COO

Paul E. Palmieri

Senior Vice President and Chief Credit Officer

Nicholas J. Pantilione

Senior Vice President and Chief Lending Officer

Dolores M. Calvello

Senior Vice President Construction Ln/Portfolio Mgr.

Linda Kaiser

Vice President and Corporate Secretary

VICE PRESIDENTS

Kathleen Conover

Retail Operations

Denise DiPaola

Business Development Officer/Marketing

Gil Eubank

Loan Operations

Ginger Heckman

Operations

Anthony Lombardo

Controller

Martin Mabe

Commercial Lending

James Meadows

Commercial Lending

William Mohnacs

Commercial Lending

Robert Orsini

IT manager

VICE PRESIDENTS

Liping Yuan

Director of Financial Reporting

Frank Zangari

BSA Compliance

ASSISTANT VICE PRESIDENTS

Jennifer Chen

Renee D’Orazio

Robert Dalton

Patricia Dilks

Annice Fanelli

Roxanne Melfe

Marysharon Mitchell

Christopher Nealis

Justin Rader

Joan Santo

Juan Taboada

BANKING OFFICES

www.parkebank.com

WASHINGTON TOWNSHIP, NJ

Main Office

601 Delsea Drive

(856) 256-2500

Kristen Tartaglia, Manager

567 Egg Harbor Road

(856) 582-6900

Roxanne Melfe, Manager

COLLINGSWOOD, NJ

1150 Haddon Avenue

(856) 858-0825

Justin Radar, Manager

GALLOWAY TOWNSHIP, NJ

67 East Jimmie Leeds Road

(609) 748-9700

Juan Taboada, Manager

NORTHFIELD, NJ

501 Tilton Road

(609) 646-6677

Christopher Nealis, Manager

PHILADELPHIA, PA

Lisa Perkins
Operation Coordinator

1610 Spruce Street
(215) 772-1113
Jennifer Chen, Manager

Marlon Soriano
Commercial Lending

1032 Arch Street
(215) 982-1975

James Talarico
Collections

Jennifer Chen, Manager

Kristen Tartaglia
Business Development/Branch Manager

SHAREHOLDER INFORMATION

ADMINISTRATIVE OFFICES

601 Delsea Drive
Washington Township, NJ 08080
(856) 256-2500
www.parkebank.com

ANNUAL MEETING OF SHAREHOLDERS

The Annual Meeting of Shareholders will be held on
April 21, 2020 at 10:00 a.m. at Terra Nova Restaurant,
590 Delsea Drive, Sewell, New Jersey.

INVESTOR RELATIONS

Copies of the Company's earnings releases and
financial publications, including the annual report on
Form 10-K (without exhibits) filed with the Securities
and Exchange Commission are available without
charge by contacting:

Annice Fanelli, Assistant Vice President
(856) 256-2500 or
investorsrelations@parkebank.com

STOCK TRANSFER AND REGISTRAR

Shareholders wishing to change the name, address or
ownership of stock, to report lost certificates or to
consolidate accounts are asked to contact the Company's
stock registrar and transfer agent directly:

COMPUTERSHARE

Investor Services
P.O. Box 43078
Providence, RI 02940-3078
1-800-942-5909
www.computershare.com

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

RSM US LLP
518 Township Line Road, Suite 300
Blue Bell, PA 19422

SPECIAL COUNSEL

Jones Walker LLP
499 South Capitol Street, SW
Suite 2600
Washington, DC 20003

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Section 7: EX-21 (EXHIBIT 21)

EX-21 6 ex21.htm EXHIBIT 21 - SUBSIDIARIES OF THE REGISTRANT

Subsidiaries of the Registrant

Parent

Parke Bancorp, Inc.

Subsidiary	State or Other Jurisdiction Of Incorporation	Percentage Ownership
Parke Bank	New Jersey	100%
Parke Capital Trust I	Delaware	100%
Parke Capital Trust II	Delaware	100%
Parke Capital Trust III	Delaware	100%
Subsidiaries of Parke Bank		100%
PDL LLC	New Jersey	51%

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Section 8: EX-23 (EXHIBIT 23)

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in Registration Statement (No. 333-128202, No. 333-134249 and No. 333-208051) on Forms S-8 and the Registration Statement (No. 333-146121 and No. 333-157631) on Forms S-3 of Parke Bancorp, Inc. and Subsidiaries of our reports, dated March 13, 2020, relating to the consolidated financial statements and the effectiveness of internal control over financial reporting of Parke Bancorp, Inc. and Subsidiaries, appearing in the Annual Report to Shareholders, which is incorporated in this Annual Report on Form 10-K of Parke Bancorp, Inc. and Subsidiaries for the year ended December 31, 2019.

/s/ RSM US LLP
Blue Bell, Pennsylvania
March 13, 2020

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Section 9: EX-31.1 (EXHIBIT 31.1)

Exhibit 31.1

CERTIFICATION

I, Vito S. Pantilione, President and Chief Executive Officer, certify that:

1. I have reviewed this Form 10-K of Parke Bancorp, Inc. for the year ended December 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 13, 2020

/s/ Vito S. Pantilione

Vito S. Pantilione

President and Chief Executive Officer

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Section 10: EX-31.2 (EXHIBIT 31.2)

CERTIFICATION

I, John F. Hawkins, Senior Vice President and Chief Financial Officer, certify that:

1. I have reviewed this Form 10-K of Parke Bancorp, Inc. for the year ended December 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 13, 2020

/s/ John F. Hawkins

John F. Hawkins

Senior Vice President and Chief Financial Officer

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Section 11: EX-32 (EXHIBIT 32)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K for the year ended December 31, 2019 (the “Report”) of Parke Bancorp, Inc. (the “Company”) as filed with the Securities and Exchange Commission, we, Vito S. Pantilione, President and Chief Executive Officer, and John F. Hawkins, Senior Vice President and Chief Financial Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Vito S. Pantilione

Vito S. Pantilione
President and Chief Executive Officer
(Principal Executive Officer)

/s/ John F. Hawkins

John F. Hawkins
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

March 13, 2020

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