

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“**ERISA Affiliate**” means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“**ERISA Event**” means (a) any “reportable event,” as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the failure with respect to any Plan to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 303(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of its ERISA Affiliates of withdrawal liability under Section 4201 of ERISA or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

“**Eurocurrency Base Rate**” means, a fluctuating rate of interest which can change on each banking day. The rate will be adjusted on each banking day to equal the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Lender) for U.S. Dollar deposits for delivery on the date in question for a one-month term beginning on that date. The Lender will use the London Interbank Offered Rate as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Lender from time to time) as determined at approximately 11:00 a.m., London time, two (2) London Banking Days prior to the date in question, as adjusted from time to time in the Lender’s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Lender. A “London Banking Day” is a day on which banks in London are open for business and dealing in offshore dollars.

“**Eurocurrency Rate**” means, with respect to the relevant Interest Period, the sum of (i) the quotient of (a) the Eurocurrency Base Rate applicable to such Interest Period, *divided by* (b) one *minus* the Reserve Requirement (expressed as a decimal) applicable to such Interest Period, *plus* (ii) the Applicable Margin.

“**Event of Default**” is defined in **Article VIII**.

**“Excluded Taxes”** means, in the case of the Lender, (i) Taxes imposed on or measured by its net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed on it by the respective jurisdiction under the laws of which the Lender is incorporated or is organized or in which its principal executive office or applicable lending office is located or (b) that are Other Connection Taxes; (ii) U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender with respect to an applicable interest in a Loan or commitment pursuant to a law in effect on the date on which (a) the Lender acquired an interest in the Loan or commitment (other than pursuant to a transfer under Section 3.6 at the request of the Borrower) or (b) the Lender changed its lending office, except in each case to the extent that, pursuant to Section 3.5, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or such Lender immediately before it changed its lending office; (iii) Taxes attributable to the Lender failing to comply with Section 3.5(e); and (iv) any U.S. federal withholding taxes imposed under FATCA.

**“FATCA”** means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

**“FDIC”** means the Federal Deposit Insurance Corporation.

**“Federal Funds Effective Rate”** means, for any day, an interest rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations at approximately 10:00 a.m. (Eastern time) on such day on such transactions received by the Lender from three federal funds brokers of recognized standing selected by the Lender in its sole discretion.

**“Financial Contract”** of a Person means (i) any exchange-traded or over-the-counter futures, forward, swap or option contract or other financial instrument with similar characteristics or (ii) any Rate Management Transaction.

**“Fixed Charge Coverage Ratio”** means, as of the last day of any fiscal quarter with respect to the four fiscal quarters ending on such date, the ratio of (a) the sum of (i) Net Income, plus (ii) Interest Expense to the extent deducted in the determination of Net Income, plus (iii) non-cash charges or expenses, including depreciation and amortization, minus (iv) non-cash income, minus (iv) Restricted Payments paid by the Borrower to its shareholders, to (b) the sum of (i) Interest Expense to the extent deducted in the determination of Net Income, plus (ii) all contractually required principal payments on Indebtedness (including the Loans); in each case (except for clause (a)(iv)) determined with respect to the Borrower and its Subsidiaries on a Consolidated basis.

**“FRB”** means the Board of Governors of the Federal Reserve System.

**“Fund”** means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

**“GAAP”** means generally accepted accounting principles as in effect from time to time in the United States, applied in a manner consistent with that used in preparing the financial statements referred to in **Section 5.4**, subject at all times to **Section 10.7**.

**“Governmental Authority”** means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency (including, but not limited to, FDIC, FRB, OCC and state bank regulators), authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

**“Hazardous Material”** means any explosive or radioactive substances or wastes, any hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and any other substances or wastes of any nature regulated pursuant to any Environmental Law.

**“Highest Lawful Rate”** means, on any day, the maximum non-usurious rate of interest permitted for that day by applicable federal or state law stated as a rate per annum.

**“Indebtedness”** of a Person means such Person’s (i) obligations for borrowed money (including the Obligations hereunder), (ii) obligations representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person’s business payable on terms customary in the trade and not past due for more than 90 days after the date on which such trade account was created), (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (iv) obligations that are evidenced by notes, bonds, debentures, loan agreements, acceptances, or other instruments, (v) obligations to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property, (vi) Capitalized Lease Obligations, (vii) obligations as an account party with respect to letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (viii) Contingent Obligations of such Person, (ix) Net Mark-to-Market Exposure under Rate Management Transactions and other Financial Contracts, (x) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interest in such Person or any other Person or any warrant, right, or option to acquire any such equity interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends and (xi) any other obligation for borrowed money or other financial accommodation that would be shown as a liability on the Consolidated balance sheet of such Person provided, however; that Indebtedness shall not include deposits or other indebtedness incurred in the ordinary course of Borrower’s or any Subsidiary Bank’s business (including without limitation federal funds purchased, advances from any Federal Home Loan Bank and secured deposits of municipalities, as the case may be) in each case in accordance with safe and sound banking practices and applicable laws and regulations.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation of limited liability company) in which such Person is a general partner or joint venture unless such Indebtedness is expressly made non-recourse to such Person.

**“Indemnified Taxes”** means Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document, other than Excluded Taxes and Other Taxes.

**“Interest Differential”** is defined in **Section 3.4**.

**“Interest Expense”** means, with respect to any Person, for any period of determination, the aggregate amount, without duplication, of interest paid, accrued or scheduled to be paid in respect of any Indebtedness of such Person, including (a) all but (i) non-interest related fees, costs and expenses and (ii) the principal component of payments in respect of conditional sale contracts, Capitalized Leases and other title retention agreements, (b) commissions, discounts and other fees and charges with respect to letters of credit and bankers’ acceptance financings, and (c) net costs under any Rate Management Transaction, in each case determined in accordance with GAAP.

**“Interest Payment Date”** means (i) the last Business Day of each calendar month, and (ii) the Maturity Date.

**“Interest Period”** means, as to each Loan, the period commencing on the date such Loan is made, extended or renewed, as applicable, and ending 30 days thereafter.

**“Lender”** has the meaning specified in the introductory paragraph of this Agreement.

**“Lien”** means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

**“Liquid Assets”** means the sum of all cash balances (including proceeds from the Loans) and marketable securities held by Borrower and its Subsidiaries in their respective balance sheet accounts which, in all cases, shall be derived from the quarterly reports filed with the applicable primary federal regulator and shall be consistent with the financial information and reports contemplated in Article VI of this Agreement.

**“Loan”** and **“Loans”** have the meanings specified in **Section 2.1**, respectively.

**“Loan Amount”** means Fifteen Million and 00/100 Dollars (\$15,000,000.00).

**“Loan Documents”** means this Agreement, any Note or Notes executed by the Borrower in connection with this Agreement and payable to the Lender, and any other document or agreement, now or in the future, executed by the Borrower for the benefit of the Lender in connection with this Agreement.

**“Loan Loss Reserves”** means with respect to any Person, the loan loss reserve of such Person, as reported in the most recent call reports of such Person and including any loan discounts resulting from acquired loan portfolios.

**“Material Adverse Effect”** means a material adverse effect on (i) the business, Property, liabilities (actual and contingent), operations or financial condition, or results of operations of the Borrower and its Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform its material obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Lender under the Loan Documents.

**“Material Agreement”** has the meaning set forth in **Section 5.12**.

**“Material Indebtedness”** means Indebtedness (including but not limited to Rate Management Obligations, but excluding the Loans) of the Borrower in an outstanding principal amount of \$5,000,000 or more in the aggregate (or the equivalent thereof in any currency other than Dollars).

**“Material Indebtedness Agreement”** means any agreement under which any Material Indebtedness was created or is governed or that provides for the incurrence of Indebtedness in an amount that would constitute Material Indebtedness (whether or not an amount of Indebtedness constituting Material Indebtedness is outstanding thereunder).

**“Maturity Date”** shall mean the earliest to occur of the following: (a) the date on which Lender accelerates all amounts owed hereunder during the existence of an Event of Default, and (b) the three (3) year anniversary of the Effective Date.

**“Moody’s”** means Moody’s Investors Service, Inc.

**“Multiemployer Plan”** means a Plan maintained pursuant to a collective bargaining agreement or any other arrangement to which the Borrower or any ERISA Affiliate is a party to which more than one employer is obligated to make contributions.

**“NB&T Indenture”** means that certain Indenture, dated as of June 25, 2007, between Wilmington Trust Company, as Trustee, and Borrower, as successor to NB&T Financial Group, Inc. pursuant to that certain First Supplement Indenture, dated June 5, 2015 and made to be effective as of 6:00 p.m., Eastern Standard Time, on March 6, 2015.

**“NB&T Trust”** means NB&T Statutory Trust III, a Delaware statutory trust.

**“NB&T Trust Agreement”** means that certain Amended and Restated Declaration of Trust of NB&T Trust, dated and effective as of June 25, 2007, as to which the Borrower succeeded to and substituted for NB&T Financial Group, Inc. as “Sponsor” pursuant to that certain First Supplemental Indenture, dated June 5, 2015 and made to be effective as of 6:00 p.m. Eastern Standard Time, on March 6, 2015.

**“NB&T Trust Payments”** means (i) payments by Borrower to NB&T Trust as required by the NB&T Indenture and (ii) payments by NB&T Trust as required by the NB&T Trust Agreement.

**“Net Income”** means, with respect to any Person, the net income of such Person as determined in accordance with GAAP.

**“Net Mark-to-Market Exposure”** of a Person means, as of any date of determination, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from Rate Management Transactions. “Unrealized losses” means the fair market value of the cost to such Person of replacing such Rate Management Transaction as of the date of determination (assuming the Rate Management Transaction were to be terminated as of that date), and “unrealized profits” means the fair market value of the gain to such Person of replacing such Rate Management Transaction as of the date of determination (assuming such Rate Management Transaction were to be terminated as of that date).

**“Non-Performing Assets”** means, individually or collectively, as the case may be, the sum of (a) Non-Performing Loans and (b) the value of all real estate owned by a Person and classified as such by the regulatory authorities responsible for examining such Person, but excluding government-guaranteed assets, as shown on the most recent call or examination reports for such Person.

**“Non-Performing Loans”** means all loans made by any Person either (A) with respect to which any payment of principal or interest is 90 days or more past due or (B) in non-accrual status, but excluding government-guaranteed non-performing loans, as shown on the most recent call or examination reports for such Person.

**“Non-U.S. Lender”** means a Lender that is not a United States person as defined in Section 7701(a)(30) of the Code.

**“Note”** means a revolving note made by the Borrower, payable to the order of the Lender, in substantially the form of **Exhibit D** hereto, evidencing the maximum aggregate indebtedness of the Borrower to the Lender resulting from the Loans made by the Lender.

**“Obligations”** means all unpaid principal of and accrued and unpaid interest on the Loans, all obligations in connection with Cash Management Services, all Rate Management Obligations provided to the Borrower or any Subsidiary by the Lender or any Affiliate of any of the foregoing, all accrued and unpaid fees, and all actually incurred expenses, actually incurred reimbursements, indemnities and other obligations of the Borrower to the Lender or any indemnified party arising under the Loan Documents.

**“OCC”** means the Office of the Comptroller of the Currency.

**“Operating Lease”** of a Person means any lease of Property (other than a Capitalized Lease) by such Person as lessee that has an original term (including any required renewals and any renewals effective at the option of the lessor) of one year or more.

**“Operating Lease Obligations”** means, as at any date of determination, the amount obtained by aggregating the present values, determined in the case of each particular Operating Lease by applying a discount rate (which discount rate shall equal the discount rate that would be applied under GAAP if such Operating Lease were a Capitalized Lease) from the date on which each fixed lease payment is due under such Operating Lease to such date of determination, of all fixed lease payments due under all Operating Leases of the Borrower and its Subsidiaries.

**“Other Connection Taxes”** means, with respect to the Lender, Taxes imposed as a result of a present or future connection between the Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

**“Other Taxes”** means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 3.6** at the request of the Borrower).

**“Outstanding Amount”** means with respect to Loans, on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date.

**“Participant”** is defined in **Section 12.2(a)**.

**“Participant Register”** is defined in **Section 12.2(c)**.

**“PBGC”** means the Pension Benefit Guaranty Corporation, or any successor thereto.

**“Peoples Bank”** means Peoples Bank, an Ohio state-chartered bank and a wholly-owned Subsidiary Bank of Borrower, formerly known as The Peoples Banking and Trust Company.

**“Peoples Bank Debenture Debt”** means, the debt evidenced by (i) that certain undated Purchase Agreement by and between Bank and PBNA, L.L.C. for a \$14,300,000.00 Subordinated Debenture, (ii) that certain Subordinated Debenture dated as of December 20, 2001, made by the Bank payable to the order of PBNA, L.L.C., in the amount of \$14,300,000.00, (iii) that certain Subordinated Debenture dated on or about March 27, 2009, made by the Bank payable to the order of PBNA, L.L.C., in the amount of \$6,000,000.00 and (iv) any other documents by Bank evidencing any such debt to PBNA, L.L.C. For the purposes of this definition, “Bank” shall mean Peoples Bank, as successor in interest to Peoples Bank, National Association.

**“Permitted Acquisition”** means any Acquisition made by the Borrower or any of its Subsidiaries, provided that, (a) as of the date of the consummation of such Acquisition, no Default or Event of Default is continuing or would result from such Acquisition, and the representation and warranty in **Section 5.19** shall be true both before and after giving effect to such Acquisition, (b) such Acquisition is consummated on a non-hostile basis pursuant to a negotiated acquisition agreement that has been (if required by the governing documents of the seller or entity to be acquired) approved by the board of directors or other applicable governing body of the seller or entity to be acquired, and no material challenge to such Acquisition (excluding the exercise of appraisal rights) is pending or threatened by any shareholder or director of the seller or entity to be acquired, (c) the business to be acquired in such Acquisition is in the same line of business as the Borrower’s or any of its existing Subsidiaries, or a line of business incidental thereto, (d) as of the date of the consummation of such Acquisition, all material approvals (including from any Governmental Authority) required in connection therewith have been obtained, (e) the Borrower has furnished to the Lender a certificate (i) demonstrating in reasonable detail pro forma compliance with the financial covenants in **Section 7.9** for such period,

in each case, calculated as if such Acquisition (for the avoidance of doubt, the pro forma compliance calculations shall include any Indebtedness to be assumed by Borrower in connection with such Acquisition), including the consideration therefor, had been consummated on the first day of such period and (ii) representing that such Acquisition complies with the definition of Permitted Acquisition, and (f) Lender has reviewed the Indebtedness of the acquired party that will become a part of the Borrower's consolidated Indebtedness pursuant to such Acquisition and as of the date of the consummation of such Acquisition no Default or Event of Default is continuing or would result from such additional Indebtedness.

**"Permitted Indebtedness"** is defined in **Section 7.1**.

**"Person"** means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

**"Plan"** means an employee pension benefit plan that is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any ERISA Affiliate may have any liability.

**"Prime Rate"** means a rate per annum equal to the prime rate of interest as published in the Wall Street Journal (or a similar trade publication should the Wall Street Journal cease to publish the prime rate of interest), changing when and as such prime rate changes. The Prime Rate may not necessarily be the lowest rate charged to any customer of the Lender.

**"Property"** of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person, including without limitation any equity interests in such Person's Subsidiary Bank(s) and other Subsidiaries.

**"Purchasers"** is defined in **Section 12.3(a)**.

**"Rate Management Obligations"** means any and all obligations of the Borrower or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Rate Management Transactions, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

**"Rate Management Transaction"** means any transaction (including an agreement with respect thereto) now existing or hereafter entered into by the Borrower or any Subsidiary that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross- currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

**"Register"** is defined in **Section 12.3(d)**.



**“Regulation D”** means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of such Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

**“Regulation U”** means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of such Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

**“Regulatory Action”** means any cease and desist order, letter agreement, memorandum, or other similar regulatory action taken by a state or federal banking agency or other Person to which either the Borrower or any Subsidiary Bank is subject.

**“Reserve Requirement”** means, with respect to an Interest Period, the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) that is imposed under Regulation D on Eurocurrency liabilities.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other Property) with respect to any equity interest in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interests in the Borrower or any Subsidiary or any option, warrant or other right to acquire any such equity interest in the Borrower or any Subsidiary; provided, that any NB&T Trust Payment shall not be considered a Restricted Payment.

**“Risk-Based Capital Guidelines”** means (i) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States, including transition rules, and, in each case, any amendments to such regulations.

**“Sanctions”** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

**“SEC”** means the U.S. Securities and Exchange Commission.

**“S&P”** means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

**“Stated Rate”** is defined in **Section 2.11**.

**“Subordinated Indebtedness”** of a Person means any Indebtedness of such Person the payment of which is subordinated to the Obligations as to right and time of payment and as to other rights and remedies thereunder and having such other terms as are, in each case, to the written reasonable satisfaction of the Lender. For the avoidance of doubt, the Indebtedness represented by the Peoples Bank Debenture Debt shall be considered Subordinated Indebtedness for the purposes of this Agreement.

**“Subsidiary”** of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. Unless otherwise expressly provided, all references herein to a **“Subsidiary”** shall mean a Subsidiary of the Borrower.

**“Subsidiary Banks”** means each Subsidiary that is a federally- or state-chartered bank or thrift institution.

**“Substantial Portion”** means, with respect to the Property of the Borrower and its Subsidiaries, Property that represents more than 20% of the Consolidated assets of the Borrower and its Subsidiaries taken as a whole as would be shown in (a) prior to the delivery of the Borrower’s Consolidated financial statements as of and for the period ended December 31, 2015 pursuant to **Section 6.1**, the pro forma balance sheet of the Borrower delivered to the Lender prior to the Effective Date pursuant to **Section 5.4(c)** and (b) for any period from and after the delivery of the Borrower’s Consolidated financial statements as of and for the period ended December 31, 2015, the Borrower’s most recent Consolidated balance sheet delivered pursuant to **Section 6.1**.

**“Tangible Primary Capital”** means, with respect to any Person, (a) equity *plus* (b) Loan Loss Reserves *minus* (c) intangible assets (as set forth on Schedule RC of the call report for such Person). For the avoidance of doubt, mortgage servicing rights shall be considered intangible assets and shall not be included as part of Tangible Primary Capital.

**“Taxes”** means any and all present or future taxes, duties, levies, imposts, deductions, fees, assessments, charges or withholdings (including backup withholding) imposed by a Governmental Authority and any and all liabilities with respect to the foregoing, including interest, additions to tax and penalties applicable thereto.

**“Total-Risk Based Capital Ratio”** means, with respect to any Person, the “total risk-based capital ratio” of such Person on any date of determination as such term is then defined by any Governmental Authority having regulatory authority over such Person.

**“Transferee”** is defined in **Section 12.3(e)**.

**“UETA”** is defined in **Section 14.3**.

**“Undrawn Borrowing Availability Fee”** means for any calendar month until the Maturity Date, if the average daily unpaid principal balance of the aggregate outstanding Loans for each day of such calendar month is less than Fifteen Million and 00/100 Dollars (\$15,000,000.00), then Borrower shall pay to Lender a fee at a rate equal to twenty five (25) basis points (0.25%) per annum on the amount by which Fifteen Million and 00/100 Dollars (\$15,000,000.00) exceeds such average daily unpaid principal balance.

**“U.S. Bank”** means U.S. Bank, National Association, a national banking association.

**“U.S. Bank LOC”** means that certain \$15,000,000 revolving line of credit to Borrower from U.S. Bank pursuant to that certain Loan Agreement dated as of December 18, 2012, as amended.