

Liens

Debtor Name - Peoples Bancorp Inc.

Filed at Ohio Secretary of State

Date Filed File Number	Debtor	Secured Party	Collateral	Amendments Continuations Terminations
12/18/2012 OH00163491712	Peoples Bancorp Inc. 138 Putnam Street Marietta, OH 45750	U.S. Bank National Association 5065 Wooster Road Cincinnati, OH 45226	Pursuant to the terms of a Negative Pledge Agreement dated 12/18/12 between the Debtor and the Secured Party (the "NPA"), the Debtor has agreed, inter alia, not (except as permitted by the NPA) to sell, transfer, assign, mortgage, encumber, pledge, enter into a negative pledge agreement with respect to or otherwise dispose of any interest in any capital stock or other ownership interests owned by the Debtor in its Subsidiaries (as defined in the NPA), including but not limited to The Peoples Banking and Trust Company, an Ohio corporation.	1/11/16 - Amendment restating the collateral description NOTE: Underlying Loan Agreement was terminated effective March 2, 2016 but termination statement not yet filed

Debtor Name - Peoples Bank, National Association (now known as Peoples Bank)

Filed at Ohio Secretary of State

Date Filed File Number	Debtor	Secured Party	Collateral	Amendments Continuations Terminations
9/21/2000 AP283579	Peoples Bank, National Association 138 Putnam Street Marietta, OH 45750	Federal Reserve Bank of Cleveland East Sixth & Superior Avenue Cleveland, OH 44114	All loans and other extensions of credit (whether an instrument, a promissory note, a payment intangible, a general intangible or a participating interest in a loan) and all chattel paper (including electronic chattel paper), wherever located, now owned or hereafter acquired, or in which Debtor now or hereafter obtains an interest, that are identified by Debtor to Secured Party in writing or by electronic means as collateral securing the obligations of Debtor to Secured Party under a written agreement between the parties, and all proceeds, substitutions, and accessions thereof; and all collateral, guarantees, letters of credit, surety bonds and supporting obligations pertaining to the foregoing, and all proceeds thereof.	6/13/05 - Continuation 5/14/10 - Continuation 8/06/15 - Continuation

6/27/2001 OH00035611511	The Peoples Banking and Trust Company 138 Putnam Street	Federal Home Loan Bank of Cincinnati P.O. Box 598 Cincinnati, OH 45202	Debtor's closed end, first lien one to four family mortgage, closed end, junior residential mortgage and multi-family mortgage loan portfolios, in addition to the debtor's portfolio of home equity lines of credit (i.e., each and every closed end, first lien one to four family mortgage, junior lien residential mortgage (whether a term loan or a line of credit) and multi-family residential mortgage or closed end first or junior lien one to four	11/10/04 - Amendment restating the collateral description
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	Marietta, OH 45750		family (whether a term loan or a line of credit), or multi-family residential deed of trust) in favor of the Borrower as mortgagee or deed of trust beneficiary (whether an instrument, a promissory note, an e-note, a transferrable record under (i) Section 16 of the Uniform Electronic Transactions Act, as it may have been adopted in any state of the United States of America, or (ii) 15 United States Code Section 7021, a payment intangible, a general intangible, an account, chattel paper, or a participating interest in a loan)), wherever located, now or hereafter acquired, securing the obligations of Debtor to the Federal Home Loan Bank of Cincinnati under a written agreement between the parties, and all proceeds, substitutions and accessions thereof, and all collateral, guarantees, letters of credit, surety bonds and supporting obligations pertaining to the foregoing, and all proceeds thereof. Debtor's interest in (i) obligations of the USA, (ii) obligations fully guaranteed by the USA, (iii) other securities (whether certificated or uncertificated), (iv) investment property, (v) financial assets and (vi) security entitlements, accounts, or other equity or ownership interests in any corporation, partnership, limited liability company, trust or entity, association or organization, including without limitation any affiliate which holds or may hold, directly or indirectly, transferred assets of the Debtor, whether now or hereafter acquired, and all products and proceeds thereof. All shares of capital stock constituting Debtor's interest as a member in the FHLBank Cincinnati, whether now or hereafter acquired, and all products and proceeds thereof.	5/02/06 - Continuation 6/15/07 - Amendment restating the collateral description 12/21/09 - Amendment restating the collateral description 3/03/11 - Continuation 2/02/16 - Continuation and amendment regarding debtor's name change, and restating of the collateral description
6/13/2006 OH00103248644	Peoples Bank, National Association 845 Wheeling Avenue P.O. Box 880 Cambridge, OH 45750	Federal National Mortgage Association (aka "Fannie Mae") 3900 Wisconsin Avenue, N.W. Washington, DC 20016	The collateral (the "Collateral") that is the subject of the financing statement is as follows: (i) all those "Loans" (as defined below) that Debtor ("Lender") has assigned, transferred, and/or sold (collectively "transferred," "transfers" or "transfer" as appropriate) previously to Secured Party ("Fannie Mae") in the "Transactions" (as defined below), and (ii) all those Loans that Lender transfers to Fannie Mae in the future in the Transactions. However, any such Loan ceases to be Collateral effective if and when Fannie Mae transfers such Loan to Lender, or to any entity that is then servicing such Loan for Fannie Mae or that previously serviced such Loan for Fannie. Loans are defined as all obligations evidenced by any of the following documents and records, all rights of ownership and possession of such documents and records, and all rights associated with ownership or possession of such documents and records: (i) promissory notes and/or electronic notes (and/or participations therein), including such notes secured by residential real estate and/or personal property (all of the foregoing in this clause (i) are collectively referred to as "Notes"), (ii) all documents, files, and records associated with Notes that are reasonably required to originate and /or subsequently service any of the obligations evidenced by the Notes, (iii) all mortgages, deeds of trust, security deeds, security agreements, or other security devices that secure any of the Notes, and (iv) if retail installment contracts (and/or participations therein) are used in any past or future Transaction, then references to Notes in (i), (ii) and (iii) shall also include the retail installment contracts, insofar as applicable. The transactions in which the Collateral has been (or will be) transferred to Fannie Mae are referred to herein collectively as the "Transactions." The Transactions include both those in which Lender receives cash, and those in which Lender receives mortgage-back securities, from Fannie Mae at the conclusion of the Transaction. Lender and Fannie Mae both intend that all of the Transactions are and will be true, absolute, and unconditional sales by Lender to Fannie Mae of all of Lender's right, title and interest in Collateral, and not pledges of such Collateral by Lender to Fannie Mae. If, however, notwithstanding the intent of the parties, a court or other appropriate forum shall ever finally hold that the Collateral (or any portion thereof) is still the property of the Lender, then it is the intent of the parties that Lender's title to such Collateral is subject to a	5/31/11 - Continuation

		security interest (granted by Lender to Fannie Mae at the time of transfer) in all of Lender's right, title and interest in such Collateral that is still the property of the Lender, to secure payment or performance of all of Lender's obligations relating to, or arising under, the Transactions and/or under any commitments, contracts, or other agreements applicable to the Transactions, including the payment of principal, interest and other sums due to Fannie Mae.	
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Debtor Name - The Peoples Banking and Trust Company (now known as Peoples Bank)

Filed at Ohio Secretary of State

Date Filed File Number	Debtor	Secured Party	Collateral	Amendments Continuations Terminations
6/27/2001 OH00035611511	The Peoples Banking and Trust Company 138 Putnam Street Marietta, OH 45750	Federal Home Loan Bank of Cincinnati P.O. Box 598 Cincinnati, OH 45202	Debtor's closed end, first lien one to four family mortgage, closed end, junior residential mortgage and multi-family mortgage loan portfolios, in addition to the debtor's portfolio of home equity lines of credit (i.e., each and every closed end, first lien one to four family mortgage, junior lien residential mortgage (whether a term loan or a line of credit) and multi-family residential mortgage or closed end first or junior lien one to four family (whether a term loan or a line of credit), or multi-family residential deed of trust) in favor of the Borrower as mortgagee or deed of trust beneficiary (whether an instrument, a promissory note, an e-note, a transferrable record under (i) Section 16 of the Uniform Electronic Transactions Act, as it may have been adopted in any state of the United States of America, or (ii) 15 United States Code Section 7021, a payment intangible, a general intangible, an account, chattel paper, or a participating interest in a loan)), wherever located, now or hereafter acquired, securing the obligations of Debtor to the Federal Home Loan Bank of Cincinnati under a written agreement between the parties, and all proceeds, substitutions and accessions thereof, and all collateral, guarantees, letters of credit, surety bonds and supporting obligations pertaining to the foregoing, and all proceeds thereof. Debtor's interest in (i) obligations of the USA, (ii) obligations fully guaranteed by the USA, (iii) other securities (whether certificated or uncertificated), (iv) investment property, (v) financial assets and (vi) security entitlements, accounts, or other equity or ownership interests in any corporation, partnership, limited liability company, trust or entity, association or organization, including without limitation any affiliate which holds or may hold, directly or indirectly, transferred assets of the Debtor, whether now or hereafter acquired, and all products and proceeds thereof. All shares of capital stock constituting Debtor's interest as a member in the FHLBank Cincinnati, whether now or hereafter acquired, and all products and proceeds thereof.	11/10/04 - Amendment restating the collateral description 5/02/06 - Continuation 6/15/07 - Amendment restating the collateral description 12/21/09 - Amendment restating the collateral description 3/03/11 - Continuation 2/02/16 - Continuation and amendment regarding debtor's name change, and restating of the collateral description

FORM OF COMPLIANCE CERTIFICATE

To: Raymond James Bank, N.A., as Lender pursuant to the
Credit Agreement described below

This Compliance Certificate is furnished pursuant to the Credit Agreement dated as of March 4, 2016 (as amended, modified, renewed or extended from time to time, the “**Agreement**”) between Peoples Bancorp Inc. (the “**Borrower**”) and Raymond James Bank, N.A., as Lender. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected [] of the Borrower;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event that constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below;
4. Schedule I attached hereto sets forth financial data and computations evidencing the Borrower’s compliance with certain covenants of the Agreement, all of which data and computations are true, complete and correct; and
5. Schedule II attached hereto sets forth the various reports and deliveries that are required at this time under the Agreement and the other Loan Documents and the status of compliance. The Consolidated financial statements delivered with this Certificate in accordance with Section 6.1(a) and/or Section 6.1(b) of the Agreement fairly present, in all material respects, in accordance with GAAP, the Consolidated financial position and the results of operations of the Borrower and its Subsidiaries as of the dates of and for the periods covered by such financial statements (subject, in the case of interim financial statements, to normal year-end adjustments).

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

[_____

The foregoing certifications, together with the computations set forth in Schedule I and Schedule II hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this [____] day of [_____], 20[____].

[NAME OF OFFICER OF BORROWER]

By:

Name

Title:

SCHEDULE I TO COMPLIANCE CERTIFICATE

Compliance as of[], 20[] with
Provisions of Section 7.9 of
the Agreement

Section 7.9(a) (Regulatory Capital):

The Borrower [is] / [is not] “well capitalized”.

Each Subsidiary Bank [is] / [is not] “well capitalized” on an
individual basis and the Subsidiary Banks on a combined basis
[are] / [are not] “well capitalized”

[To the extent the covenant is not maintained, the following Subsidiary Bank(s)
[is] [are] not “well capitalized.”

_____]

Section 7.9(b) (Total Risk-Based Capital Ratio):

Total Risk-Based Capital Ratio of the Borrower on a
Consolidated basis

(Minimum: 12.5%) _____%

Section 7.9(b) (Total Risk-Based Capital Ratio):

Total Risk-Based Capital Ratio of each Subsidiary
Bank

(Minimum: 12.5%) _____%

Section 7.9(c) (Non-Performing Assets to Tangible Primary Capital Ratio):

Non-Performing Assets to Tangible Primary Capital
of each Subsidiary Bank

(Maximum: 20%) _____%

Section 7.9(d) (Loan Loss Reserves):

Loan Loss Reserves to Non-Performing Loans
of each Subsidiary Bank

(Minimum: 70%) _____%

Section 7.9(e) (Fixed Charge Coverage Ratio):

Fixed Charge Coverage Ratio of the Borrower and its
Subsidiaries on a Consolidated basis

(Minimum: 1.25x)

SCHEDULE I TO COMPLIANCE CERTIFICATE (continued)

Attached are the financial data and computations evidencing the Borrower's compliance with the covenants set forth in Section 7.9 of the Agreement, all of which data and computations are true, complete and correct.

[attached]

Ex. A

SCHEDULE II TO COMPLIANCE CERTIFICATE

Report and Deliveries Currently Due

EXHIBIT B
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Lender as contemplated below, the interest in and to all of the Assignor’s rights and obligations in its capacity as Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor’s outstanding rights and obligations under the Credit Agreement (including without limitation, to the extent permitted to be assigned under applicable law, all claims (including without limitation contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity), suits, causes of action and any other right of the Assignor against any Person whether known or unknown arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby) (the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: [_____] [_____] [and is an Affiliate/Approved Fund of
[identify Lender] Select as applicable.
2. Assignee:
3. Borrower: Peoples Bancorp Inc.
4. Lender: Raymond James Bank, N.A.
5. Credit Agreement: The \$15,000,000 Credit Agreement dated as of March 4, 2016 by and between the Borrower and the Lender.
6. Assigned Interest:

Assigned Aggregate		
Amount of Commitment/Loans for the Lender	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
\$[_____]	\$[_____]	\$[_____]
