

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 21, 2026

FIRST FINANCIAL BANCORP.
(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction
of incorporation)

001-34762
(Commission
File Number)

31-1042001
(IRS Employer
Identification Number)

255 East Fifth Street, Suite 900, Cincinnati, Ohio
(Address of principal executive offices)

45202
(Zip Code)

Registrant's telephone number, including area code: (877) 322-9530

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Title of each class	Trading symbol	Name of exchange on which registered
Common stock, No par value	FFBC	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

Overview

On July 21, 2026, First Financial Bancorp., an Ohio corporation (the “Company”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Finward Bancorp, an Indiana corporation (“Seller” or “Finward”). The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Seller would merge with and into the Company (the “Merger”), with the Company continuing as the surviving corporation in the Merger. Seller’s wholly owned banking subsidiary, Peoples Bank, an Indiana state-chartered bank (“Seller Bank”), is expected to merge with and into the Company’s wholly-owned banking subsidiary, First Financial Bank, an Ohio state-chartered bank (“First Financial Bank”) (the “Bank Merger”), with First Financial Bank continuing as the surviving bank in the Bank Merger.

The Merger Agreement has been unanimously approved by the boards of directors of the Company and Seller. The Merger is expected to close in the fourth quarter of 2026, subject to satisfaction of customary closing conditions, certain of which are described below, including regulatory approvals and approval of Seller’s shareholders.

Merger Consideration

Upon the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each share of common stock, no par value, of Seller, issued and outstanding immediately prior to the Effective Time, will be converted into the right to receive 1.35 shares of common stock, no par value, of the Company (the “Company Common Stock”).

Representations and Warranties; Covenants; Indemnification

The Merger Agreement contains customary representations and warranties from the Company and Seller, and each party has agreed to customary covenants, including, among others, relating to (a) the conduct of its business during the interim period between the execution of the Merger Agreement and the Effective Time, (b) maintenance of its business organization, employees and advantageous business relationships and (c) taking no actions that would reasonably be expected to materially adversely affect or materially delay or impair the ability to obtain any necessary regulatory or other approvals required to consummate the Merger on a timely basis. Seller has also agreed to call a meeting of its shareholders to approve the Merger.

Under the Merger Agreement, each of the Company and Seller has agreed to use its reasonable best efforts to obtain, as promptly as practicable, all consents required to be obtained from any governmental authority or other third party that are necessary or advisable to consummate the transactions contemplated by the Merger Agreement (including the Merger and the Bank Merger). Notwithstanding such general obligation to obtain such consents of governmental authorities, neither the Company nor Seller is required or permitted to take any action that would reasonably be expected to have a material adverse effect on the surviving corporation and its subsidiaries, taken as a whole, after giving effect to the Merger and the Bank Merger (a “Materially Burdensome Regulatory Condition”).

The Company has agreed to indemnify and hold harmless each present and former director of Seller and its subsidiaries, including Seller Bank, for liabilities resulting from such person’s role as a director or officer of Seller and its subsidiaries, including Seller Bank. The Company will maintain directors’ and officers’ liability insurance for such directors and officers for a period of six years after the Effective Time; provided that the Company shall not be obligated to expend, on an annual basis, an amount in excess of 300% of the current annual premium paid as of the date hereof by Seller for such insurance.

Closing Conditions

The completion of the Merger is subject to customary conditions, including (a) approval of the Merger by Seller’s shareholders, (b) authorization for listing on the NASDAQ Stock Market LLC of the shares of the Company Common Stock to be issued in connection with the Merger, subject to official notice of issuance, (c) effectiveness of the Registration Statement on Form S-4 for the Company Common Stock to be issued in the Merger, (d) the receipt of specified governmental consents and approvals that are necessary to consummate the transactions contemplated by the Merger Agreement, including from the Board of Governors of the Federal Reserve System and the Ohio Department of Commerce, Division of Financial Institutions, and termination or expiration of all applicable waiting periods in respect thereof, in each case without the imposition of a Materially Burdensome Regulatory Condition and (e) the absence of any order, injunction, decree or other legal restraint preventing the consummation of the Merger or the Bank Merger or making the completion of the Merger or the Bank Merger illegal. Each party’s obligation to complete the Merger is also subject to certain additional customary conditions, including (x) subject to certain exceptions, the accuracy of the representations and warranties of the other party, (y) performance in all material respects by the other party of its obligations under the Merger Agreement and (z) receipt by such party of an opinion from counsel to the effect that the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Termination; Termination Fee

The Merger Agreement is terminable at any time prior to closing by mutual consent of the Company and Seller and in the following limited circumstances: (a) by either the Company or Seller, if the Merger is not consummated within one year from the date of the Merger Agreement, (b) by either the Company or Seller if any court or governmental authority takes any final and nonappealable action enjoining, prohibiting or making illegal any of the transactions contemplated by the Merger Agreement, (c) by either the Company or Seller if any governmental authority required to approve the transactions contemplated by the Merger Agreement has denied such approval and such denial has become final and nonappealable, (d) by the Company if there is an uncured (within 45 days of written notice) material breach by Seller that would result in the failure of a closing condition; provided, that the Company is not in material breach of any representation, warranty, obligation, covenant or other agreement under the Merger Agreement, (e) by Seller if there is an uncured (within 45 days of written notice) material breach by the Company that would result in the failure of a closing condition; provided, that Seller is not in material breach of any representation, warranty, obligation, covenant or other agreement under the Merger Agreement, (f) by the Company, before approval of the Merger by Seller's shareholders, if Seller or Seller's board of directors (i) (A) withholds, withdraws, qualifies or modifies in a manner adverse to Company the recommendation that the Merger be approved, (B) fails to make the recommendation in Seller's proxy statement, (C) adopts, approves, recommends or endorses an acquisition proposal (or publicly announces its intention to do so) or (D) fails to publicly and without qualification (1) recommend against any acquisition proposal or (2) reaffirm its recommendation to approve the Merger, in each case within ten business days (or fewer number of days if less than ten business days prior to the shareholder vote) after an acquisition proposal is made public or any request by the Company to do so, (ii) materially breaches its obligations to seek shareholder approval or (iii) materially violates the restrictions in the Merger Agreement forbidding certain acquisition proposals or (g) by Seller, before approval of the Merger by Seller's shareholders, in order to enter into a definitive agreement providing a bona fide written proposal with respect to (i) any acquisition or purchase, direct or indirect, of 50% or more of the consolidated assets of Seller and Seller subsidiaries or 50% or more of any class of equity or voting securities of Seller or Seller's subsidiaries, whose assets constitute 50% or more of the consolidated assets of Seller, (ii) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such third party beneficially owning 50% or more of any class of equity or voting securities of Seller or Seller's subsidiaries whose assets, individually or in the aggregate, constitute 50% or more of the consolidated assets of Seller or (iii) a merger, consolidation, share exchange, business combination reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Seller or Seller's subsidiaries whose assets, individually or in the aggregate, constitute 50% or more of the consolidated assets of Seller, that Seller's board of directors has determined, in good faith (after consultation with its outside counsel and outside financial advisors), is more favorable from a financial point of view to Seller's shareholders than the Merger and the other transactions contemplated by the Merger Agreement; provided, that Seller has complied in all material respects with certain provisions of the Merger Agreement.

The Merger Agreement provides that a termination fee of \$9.0 million will be payable by Seller to the Company following termination of the Merger Agreement under certain circumstances.

Important Statements Regarding the Merger Agreement

The foregoing description of the Merger Agreement and the transactions contemplated therein does not purport to be complete and is qualified in its entirety by reference to the complete text of the Merger Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

The representations, warranties and covenants of each party set forth in the Merger Agreement have been made only for the purposes of, and were and are solely for the benefit of the parties to, the Merger Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between Seller and the Company instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and investors should not rely on them as statements of fact. In addition, such representations and warranties (a) will not survive consummation of the Merger and (b) were made only as of the date of the Merger Agreement or such other dates as are specified in the Merger Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the parties' public disclosures. Accordingly, the Merger Agreement is included with this filing only to provide investors with information regarding the terms of the Merger Agreement and not to provide investors with any factual information regarding Seller or the Company, their respective affiliates or their respective businesses. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding Seller, the Company, their respective affiliates or their respective businesses, the Merger Agreement and the Merger that will be contained in, or incorporated by reference into, the Registration Statement on Form S-4 that will include a proxy statement of Seller and a prospectus of the Company, as well as in the Forms 10-K, Forms 10-Q and other filings that each of Seller and the Company makes with the Securities and Exchange Commission (the "SEC").

Item 2.02 Results of Operation and Financial Condition.

On July 21, 2026, the Company issued its earnings press release that included its results of operations and financial condition for the first six months and second quarter of 2026 (the “Press Release”). A copy of the Press Release is attached as Exhibit 99.1.

The Company also provided electronic presentation slides that will be used in connection with the earnings conference call. A copy of the electronic presentation slides is attached hereto as Exhibit 99.2 and will be available on the Company's website, www.bankatfirst.com.

Item 7.01 Regulation FD Disclosure.

On July 21, 2026, the Company issued its Press Release which included an announcement of the execution of the Merger Agreement. Additionally, the investor presentation attached as Exhibit 99.2 includes supplemental information regarding the Merger, and the executive officers of the Company intend to use the materials filed herewith, in whole or in part, in one or more meetings with investors and analysts.

The Company does not intend for Item 2.02, Item 7.01, Exhibit 99.1 or Exhibit 99.2 to be treated as “filed” for purposes of the Securities Exchange Act of 1934, as amended, or incorporated by reference into its filings under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1*	Agreement and Plan of Merger by and between First Financial Bancorp. and Finward Bancorp. dated as of July 21, 2026
99.1	First Financial Bancorp. Press Release announcing earnings and execution of the Merger Agreement dated July 21, 2026
99.2	Investor Presentation Materials, dated July 21, 2026
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded in the Inline XBRL document)

*Schedules to the Merger Agreement have been omitted. A copy of any omitted schedule will be furnished supplementally to the SEC upon its request.

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this current report constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Rule 175 promulgated thereunder, and Section 21E of the Securities Exchange Act of 1934, as amended, and Rule 3b-6 promulgated thereunder, which statements involve inherent risks and uncertainties. Examples of forward-looking statements include, but are not limited to, (a) statements regarding the Company’s operations, such as (i) our future operating or financial performance, including revenues, income or loss and earnings per share, (ii) future common stock dividends, (iii) our capital structure, including future capital levels, (iv) our plans, objectives and strategies, and (v) the assumptions that underlie our forward-looking statements; and (b) statements regarding the proposed transaction, such as (i) statements regarding the outlook and expectations of the Company and Finward, respectively, with respect to the proposed transaction, (ii) the strategic benefits and financial benefits of the proposed transaction, including the expected impact of the proposed transactions on the combined company’s future financial performance (including anticipated accretion to earnings per share, the tangible book value earn-back period and other operating and return metrics), (iii) the timing of the closing of the proposed transaction, and (iv) the ability to successfully integrate the combined businesses. Such statements are often characterized by the use of qualifying words (and their derivatives) such as “may,” “will,” “anticipate,” “could,” “should,” “would,” “believe,” “contemplate,” “expect,” “estimate,” “continue,” “plan,” “project” and “intend,” as well as words of similar meaning or other statements concerning opinions or judgment of the Company or Finward or their respective management about future events. Forward-looking statements are based on assumptions as of the time they are made and are subject to risks, uncertainties and other factors that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence, which could cause actual results to differ materially from anticipated results expressed or implied by such forward-looking statements. Any reference to forward-looking statements by Finward herein is solely related to the proposed transaction. Such risks, uncertainties and assumptions include, among others, the following:

Risks, uncertainties and assumptions regarding the Company’s operations

- economic, market, liquidity, credit, interest rate, operational and technological risks associated with the Company’s business;
- future credit quality and performance, including our expectations regarding future loan losses and our allowance for credit losses;
- the effect of and changes in policies and laws or regulatory agencies, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and other legislation and regulation relating to the banking industry;
- management’s ability to effectively execute its business plans;
- pursuit of mergers and acquisitions, including costs or difficulties related to the acquisition and/or integration of any acquired companies;
- the possibility that any of the anticipated benefits of the Company’s prior or contemplated acquisitions will not be realized or will not be realized within the expected time period;
- the effect of changes in accounting policies and practices;
- changes in consumer spending, borrowing and saving and changes in unemployment;
- changes in customers’ performance and creditworthiness;
- the costs and effects of litigation and of unexpected or adverse outcomes in such litigation;
- current and future economic and market conditions, including the effects of changes in housing prices, fluctuations in unemployment rates, U.S. fiscal debt, budget and tax matters, geopolitical matters, trade and tariff policies, and any slowdown in global economic growth;
- our capital and liquidity requirements (including under regulatory capital standards, such as the Basel III capital standards) and our ability to generate capital internally or raise capital on favorable terms;
- financial services reform and other current, pending or future legislation or regulation that could have a negative effect on our revenue and businesses, including the Dodd-Frank Act and other legislation and regulation relating to bank products and services;
- the effect of the current interest rate environment or changes in interest rates or in the level or composition of our assets or liabilities on our net interest income, net interest margin and our mortgage originations, mortgage servicing rights and mortgage loans held for sale;
- the effect of a fall in stock market prices on our brokerage, asset and wealth management businesses;
- a failure in or breach of our operational or security systems or infrastructure, or those of our third-party vendors or other service providers, including as a result of cyber attacks;
- the effect of changes in the level of checking or savings account deposits on our funding costs and net interest margin; and
- our ability to develop and execute effective business plans and strategies.

Risks, uncertainties and assumptions regarding the proposed transaction

- the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the merger agreement;
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- the failure to obtain necessary regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the proposed transaction) and the possibility that the proposed transaction does not close when expected or at all because required regulatory approvals, the approval by Finward's shareholders, or other approvals and the other conditions to closing are not received or satisfied on a timely basis or at all;
- the outcome of any legal proceedings that may be instituted against the Company or Finward;
- the possibility that the anticipated benefits of the proposed transaction, including anticipated synergies and strategic gains, are not realized when expected or at all, including as a result of changes in, or problems arising from, general economic and market conditions, interest and exchange rates, monetary policy, laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which the Company and Finward operate;
- the possibility that the integration of the two companies may be more difficult, time-consuming or costly than expected;
- the impact of purchase accounting with respect to the proposed transaction, or any change in the assumptions used regarding the assets acquired and liabilities assumed to determine their fair value and credit marks;
- the possibility that the proposed transaction may be more expensive or take longer to complete than anticipated, including as a result of unexpected factors or events;
- the diversion of management's attention from ongoing business operations and opportunities;
- potential adverse reactions of the Company's or Finward's customers or changes to business or employee relationships, including those resulting from the announcement or completion of the proposed transaction;
- a material adverse change in the financial condition of the Company or Finward;
- changes in the Company's share price before closing;
- risks relating to the potential dilutive effect of shares of the Company's common stock to be issued in the proposed transaction;
- general competitive, economic, political and market conditions;
- the ability to retain key employees, management personnel and other associates of the Company and Finward following announcement or consummation of the proposed transaction;
- major catastrophes such as earthquakes, floods or other natural or human disasters, including infectious disease outbreaks; and
- other factors that may affect future results of the Company or Finward, including, among others, changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates; deposit flows; inflation; customer borrowing, repayment, investment and deposit practices; the impact, extent and timing of technological changes; capital management activities; and other actions of the Federal Reserve Board, the Ohio Division of Financial Institutions, the Indiana Department of Financial Institutions, and any other state or federal legislative and regulatory actions and reforms.

These factors are not necessarily all of the factors that could cause the Company, Finward, or the combined company's actual results, performance or achievements to differ materially from those expressed in or implied by any of the forward-looking statements. Other factors, including unknown or unpredictable factors, also could harm the results of the Company, Finward, or the combined company.

Although each of the Company and Finward believes that its expectations with respect to forward-looking statements are based upon reasonable assumptions within the bounds of its existing knowledge of its business and operations, there can be no assurance that actual results of the Company or Finward (as related to the proposed transaction) will not differ materially from any projected future results expressed or implied by such forward-looking statements. Additional factors that could cause results to differ materially from those described above can be found in each of the Company's and Finward's most recent annual report on Form 10-K for the fiscal year ended December 31, 2025, quarterly reports on Form 10-Q, and other documents subsequently filed by the Company and Finward with the Securities Exchange Commission ("SEC"). The actual results anticipated for the proposed transaction or the Company's operations may not be realized or, even if substantially realized, they may not have the expected consequences to or effects on the Company, Finward or each of their respective businesses or operations. Investors are cautioned not to rely too heavily on any such forward-looking statements. The Company and Finward urge you to consider all of these risks, uncertainties and other factors carefully in evaluating all such forward-looking statements made by the Company and Finward. Forward-looking statements speak only as of the date they are made, and the Company and Finward undertake no obligation to update or clarify these forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent required by applicable law.

No Offer or Solicitation

This current report does not constitute an offer to sell or the solicitation of an offer to buy any securities or the solicitation of any vote or approval with respect to the proposed transaction between the Company and Finward. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, and no offer to sell or solicitation of an offer to buy shall be made in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Important Additional Information about the Transaction and Where to Find It

In connection with the proposed transaction, the Company intends to file with the SEC a Registration Statement on Form S-4 (the “Registration Statement”) to register the shares of the Company common stock to be issued in connection with the proposed transaction. The Registration Statement will include a proxy statement of Finward and a prospectus of the Company (the “Proxy Statement/Prospectus”), and the Company and Finward may file with the SEC other relevant documents concerning the proposed transaction. BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND PROXY STATEMENT/PROSPECTUS REGARDING THE PROPOSED TRANSACTION IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, FINWARD AND THE PROPOSED TRANSACTION AND RELATED MATTERS.

A copy of the Registration Statement, Proxy Statement/Prospectus, as well as other filings containing information about the Company and Finward, may be obtained, free of charge, at the SEC’s website (www.sec.gov) when they are filed. Copies of documents filed with the SEC by the Company will be made available free of charge in the “Investor Relations” section of the Company’s website, <https://www.bankatfirst.com/about/investor-relations.html>. Copies of documents filed with the SEC by Finward will be made available free of charge in the “Investor Relations” section of Finward’s website, <https://investorrelations.ibankpeoples.com/>. The information on the Company’s and Finward’s websites is not, and shall not be deemed to be, a part of this communication or incorporated into other filings either company makes with the SEC.

Participants in Solicitation

Seller and its directors, executive officers, management and employees may be deemed to be participants in the solicitation of proxies in respect of the Merger. Information concerning Seller’s participants is set forth in the Proxy Statement, dated April 3, 2026, for Seller’s 2026 annual meeting of shareholders as filed with the SEC on Schedule 14A. Additional information regarding the participants in the solicitation of proxies in respect of the proposed transaction and interests of participants of Seller in the solicitation of proxies in respect of the Merger will be included in the Registration Statement and Proxy Statement/Prospectus to be filed with the SEC. Free copies of these documents, when available, may be obtained as described in the preceding paragraph.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

FIRST FINANCIAL BANCORP.

By: /s/ James M. Anderson

James M. Anderson

Executive Vice President and Chief Financial Officer

Date: July 21, 2026

AGREEMENT AND PLAN OF MERGER

by and between

FIRST FINANCIAL BANCORP.

and

FINWARD BANCORP

Dated as of July 21, 2026

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 21, 2026 (this “Agreement”), by and between First Financial Bancorp., an Ohio corporation (“Buyer”), and Finward Bancorp, an Indiana corporation (“Seller”).

WITNESSETH:

WHEREAS, the Boards of Directors of Buyer and Seller have determined that it is in the best interests of their respective companies and their shareholders, as applicable, to consummate the strategic business combination transaction provided for herein, pursuant to which Seller will, subject to the terms and conditions set forth herein, merge with and into Buyer (the “Merger”), so that Buyer is the surviving corporation (hereinafter sometimes referred to in such capacity as the “Surviving Corporation”) in the Merger;

WHEREAS, in furtherance thereof, the respective Boards of Directors of Buyer and Seller have approved the Merger and this Agreement, and authorized its execution, and delivery;

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and this Agreement is intended to be and is adopted as a plan of reorganization for purposes of Sections 354 and 361 of the Code; and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the Ohio Revised Code (the “ORC”) and the Indiana Business Corporation Law (the “IBCL”), at the Effective Time, Seller shall merge with and into Buyer. Buyer shall be the Surviving Corporation in the Merger and shall continue its corporate existence under the laws of the State of Ohio. Upon consummation of the Merger, the separate corporate existence of Seller shall terminate.

1.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the “Closing”) will take place by electronic exchange of documents at 9:00 a.m. Eastern Time, on the first business day of the month immediately following the month during which the satisfaction or waiver (subject to applicable law) of the latest to occur of the conditions set forth in Article VII hereof (other than those conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver thereof) occurs (the date the last of the conditions set forth in Article VII hereof have been so satisfied or waived, the “Closing Conditions Satisfaction Date”), unless another date, time or place is agreed to in writing by the parties. Notwithstanding the foregoing, in the event the Closing Conditions Satisfaction Date is less than five (5) business days prior to the first business day of the month immediately following the month in which the Closing Conditions Satisfaction Date occurs, then Buyer may elect, in its sole discretion, to extend the Closing, and the Closing shall take place on the first business day of the month that is the second month following the month in which the Closing Conditions Satisfaction Date occurs. The date on which the Closing actually occurs is hereinafter referred to as the “Closing Date”.

1.3 Effective Time. The Merger shall become effective as set forth in the Certificate of Merger to be filed with the Secretary of State of the State of Ohio (the “Ohio Secretary”) and the Articles of Merger to be filed with the Secretary of State of the State of Indiana (the “Indiana Secretary”) respectively, on the Closing Date (together, the “Certificates of Merger”). The term “Effective Time” shall be the date and time when the Merger becomes effective, as set forth in the Certificates of Merger.

1.4 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the applicable provisions of the ORC and the IBCL.

1.5 Conversion of Seller Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Buyer, Seller or the holder of any of the following securities:

(a) Subject to Section 2.2(e), each share of the common stock, no par value per share, of Seller (the “Seller Common Stock”) issued and outstanding immediately prior to the Effective Time, except for shares of Seller Common Stock owned by Seller or Buyer (in each case other than shares of Seller Common Stock (i) held in trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary or agency capacity that are beneficially owned by third parties or (ii) held, directly or indirectly, by Seller or Buyer in respect of debts previously contracted), shall be converted into the right to receive 1.35 shares (the “Exchange Ratio” and such shares, the “Merger Consideration”) of the common stock, no par value per share, of Buyer (the “Buyer Common Stock”); it being understood that upon the Effective Time, pursuant to Section 1.6, the Buyer Common Stock, including the shares issued to former holders of Seller Common Stock, shall be the common stock of the Surviving Corporation.

(b) All of the shares of Seller Common Stock converted into the right to receive the Merger Consideration pursuant to this Article I shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and each certificate (each, an “Old Share,” it being understood that any reference herein to an “Old Share” shall be deemed to include reference to book-entry account statements relating to the ownership of shares of Seller Common Stock) previously representing any such shares of Seller Common Stock shall thereafter represent only the right to receive (i) a New Share representing the number of whole shares of Buyer Common Stock which such shares of Seller Common Stock have been converted into the right to receive, (ii) cash in lieu of fractional shares which the shares of Seller Common Stock represented by such Old Share have been converted into the right to receive pursuant to this Section 1.5 and Section 2.2(e), without any interest thereon, and (iii) any dividends or other distributions which the holder thereof has the right to receive pursuant to Section 2.2, without any interest thereon. If, prior to the Effective Time, the outstanding shares of Buyer Common Stock or Seller Common Stock shall have been increased, decreased, changed into or exchanged for a different number or kind of shares or securities as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, or other similar change in capitalization, or there shall be any extraordinary dividend or distribution (other than as contemplated in this Agreement), an appropriate and proportionate adjustment shall be made to the Exchange Ratio to give Buyer and the holders of Seller Common Stock the same economic effect as contemplated by this Agreement prior to such event; provided, that nothing contained in this sentence shall be construed to permit Seller or Buyer to take any action with respect to its securities or otherwise that is prohibited by the terms of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, at the Effective Time, all shares of Seller Common Stock that are owned by Seller or Buyer (in each case other than shares of Seller Common Stock (i) held in trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary or agency capacity that are beneficially owned by third parties or (ii) held, directly or indirectly, by Seller or Buyer in respect of debts previously contracted) shall be cancelled and shall cease to exist and no Buyer Common Stock or other consideration shall be delivered in exchange therefor.

1.6 Buyer Stock. At and after the Effective Time, each share of Buyer Common Stock issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of common stock of the Surviving Corporation and shall not be affected by the Merger.

1.7 Articles of Incorporation of Surviving Corporation. At the Effective Time, the Amended and Restated Articles of Incorporation of Buyer (as amended, the "Buyer Articles") shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law.

1.8 Bylaws of Surviving Corporation. At the Effective Time, the Amended and Restated Regulations of Buyer (the "Buyer Regulations") shall be the Regulations of the Surviving Corporation until thereafter amended in accordance with applicable law.

1.9 Treatment of Seller Equity Awards.

(a) Except as otherwise agreed between Buyer and Seller, at the Effective Time, each award in respect of shares of Seller Common Stock subject to vesting, repurchase or other lapse restriction granted or assumed under a Seller Stock Plan that is not subject to a performance-based vesting condition (a "Seller Restricted Stock Award") that is outstanding, unvested and unsettled immediately prior to the Effective Time shall become immediately and fully vested, and be converted into the right to receive shares of Buyer Common Stock equal to the product of (i) the number of shares of Seller Common Stock subject to such Seller Restricted Stock Award immediately prior to the Effective Time, multiplied by (ii) the Exchange Ratio, with any fractional shares rounded to the nearest whole share of Buyer Common Stock.

(b) Except as otherwise agreed between Buyer and Seller and subject to the terms of any relevant award agreement, at the Effective Time, each performance-based restricted stock unit award in respect of shares of Seller Common Stock granted or assumed under a Seller Stock Plan that is outstanding, unvested and unsettled immediately prior to the Effective Time (a “Seller Performance Stock Unit Award”) shall (i) pursuant to the terms of such Seller Performance Stock Unit Award, and to the extent provided for under such terms, be converted to a restricted stock unit award in respect of Seller Common Stock, a (“Seller Restricted Stock Unit Award”) as of the Effective Time, (ii) such Seller Restricted Stock Unit Award shall be immediately and fully vested as of the Effective Time and (iii) such Seller Restricted Stock Unit Award shall further be converted into the right to receive the number of shares of Buyer Common Stock equal to the product of (x) the number of shares of Seller Common Stock subject to such Seller Restricted Stock Unit Award immediately prior to the Effective Time, multiplied by (y) the Exchange Ratio, with any fractional shares rounded to the nearest whole share of Buyer Common Stock.

(c) Promptly following the Effective Time, Buyer shall file a post-effective amendment to the S-4 or an effective registration statement on Form S-8 with respect to the Buyer Common Stock subject to the applicable adjusted Seller Equity Awards, as required.

(d) At or prior to the Effective Time, Seller shall take any actions, and shall cause the Board of Directors of Seller or the Seller Compensation Committee, as applicable, to adopt any resolutions and take any actions, that are necessary to effectuate the treatment of the Seller Equity Awards consistent with the provisions of this Section 1.9. Seller shall take all actions necessary to ensure that from and after the Effective Time neither Buyer nor the Surviving Corporation will be required to deliver shares of Seller Common Stock or other capital stock of Seller to any person pursuant to or in settlement of Seller Equity Awards.

(e) For purposes of this Agreement, the following terms shall have the following meanings:

(i) “Seller Equity Awards” means the Seller Restricted Stock Awards and the Seller Performance Stock Unit Awards.

(ii) “Seller Stock Plans” means the Amended and Restated Finward Bancorp 2015 Stock Option and Incentive Plan and the Finward Bancorp 2025 Omnibus Equity Incentive Plan.

1.10 Directors and Officers of the Surviving Corporation. At the Effective Time:

(a) The directors of the Surviving Corporation shall be the directors of Buyer immediately prior to the Effective Time, each of whom shall serve as the directors of the Surviving Corporation until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal from office.

(b) The executive officers of the Surviving Corporation shall be the executive officers of Buyer immediately prior to the Effective Time, each of whom shall serve until their respective successors are duly appointed and qualified or their earlier death, resignation or removal in accordance with the Articles of Incorporation and Regulations of the Surviving Corporation.

1.11 Tax Consequences. It is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Code, and that this Agreement is intended to be and is adopted as a plan of reorganization for the purposes of Sections 354 and 361 of the Code.

1.12 Bank Merger. Buyer and Seller intend that, following the Merger, Peoples Bank, an Indiana state-chartered bank and a wholly-owned Subsidiary of Seller (“Seller Bank”), will merge (the “Bank Merger”) with and into First Financial Bank, an Ohio state-chartered bank and a wholly-owned Subsidiary of Buyer (“Buyer Bank”), pursuant to an agreement and plan of merger in substantially the form set forth in Exhibit A (the “Bank Merger Agreement”). Buyer Bank shall be the surviving entity in the Bank Merger and, following the Bank Merger, the separate corporate existence of Seller Bank shall cease. As soon as practicable after the date of this Agreement, or on such later date as Buyer and Seller may mutually agree, Buyer and Seller shall each cause the Board of Directors of Buyer Bank and Seller Bank, respectively, to approve the Bank Merger and the Bank Merger Agreement. Buyer and Seller shall then cause Buyer Bank and Seller Bank, respectively, to enter into the Bank Merger Agreement, and each of Buyer and Seller shall approve the Bank Merger Agreement and the Bank Merger as the sole shareholder of Buyer Bank and Seller Bank, respectively, and Buyer and Seller shall, and shall cause Buyer Bank and Seller Bank, respectively, to execute certificates or articles of merger and such other documents and certificates as are necessary to make the Bank Merger effective (“Bank Merger Certificates”). The Bank Merger shall become effective at such time and date as specified in the Bank Merger Agreement in accordance with applicable law, as determined by Buyer.

ARTICLE II

EXCHANGE OF SHARES

2.1 Buyer to Make Merger Consideration Available. At or prior to the business day immediately preceding the Effective Time, Buyer shall deposit, or shall cause to be deposited, with an exchange agent designated by Buyer and mutually acceptable to Seller (the “Exchange Agent”), for the benefit of the holders of Old Shares, for exchange in accordance with this Article II, (a) evidence of shares in book-entry form (collectively, referred to herein as “New Shares”), representing the shares of Buyer Common Stock to be issued to holders of Seller Common Stock, and (b) cash in lieu of any fractional shares (such cash and New Shares for shares of Buyer Common Stock, together with any dividends or other distributions with respect thereto, being hereinafter referred to as the “Exchange Fund”), to be issued pursuant to Section 1.5 and paid pursuant to Section 2.2(a).

2.2 Exchange of Shares.

(a) Buyer and Seller shall instruct the Exchange Agent to mail, as promptly as practicable after the Effective Time, but in no event later than five (5) business days thereafter, to each holder of record of one or more Old Shares representing shares of Seller Common Stock immediately prior to the Effective Time that have been converted at the Effective Time into the right to receive the Merger Consideration pursuant to Article I, a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Old Shares shall pass, only upon proper delivery of the Old Shares to the Exchange Agent) and instructions for use in effecting the surrender of the Old Shares in exchange for New Shares representing the number of whole shares of Buyer Common Stock and any cash in lieu of fractional shares, which the shares of Seller Common Stock represented by such Old Share or Old Shares shall have been converted into the right to receive pursuant to this Agreement as well as any dividends or other distributions to be paid pursuant to Section 2.2(b). Upon proper surrender of an Old Share or Old Shares for exchange and cancellation to the Exchange Agent, together with such properly completed letter of transmittal, duly executed, the holder of such Old Share or Old Shares shall be entitled to receive in exchange therefor, as applicable, (i) New Shares representing that number of whole shares of Buyer Common Stock to which such holder of Seller Common Stock shall have become entitled pursuant to the provisions of Article I and (ii) a check representing the amount of (A) any cash in lieu of fractional shares which such holder has the right to receive in respect of the Old Share or Old Shares surrendered pursuant to the provisions of this Article II and (B) any dividends or other distributions which the holder thereof has the right to receive pursuant to Section 2.2(b), and the Old Share or Old Shares so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any cash in lieu of fractional shares or dividends or other distributions payable to holders of Old Shares. Until surrendered as contemplated by this Section 2.2, each Old Share shall be deemed at any time after the Effective Time to represent only the right to receive, upon surrender, the number of whole shares of Buyer Common Stock which the shares of Seller Common Stock represented by such Old Share have been converted into the right to receive and any cash in lieu of fractional shares or in respect of dividends or other distributions as contemplated by this Section 2.2.

(b) No dividends or other distributions declared with respect to Buyer Common Stock shall be paid to the holder of any unsurrendered Old Share until the holder thereof shall surrender such Old Share in accordance with this Article II. After the surrender of an Old Share in accordance with this Article II, the record holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the whole shares of Buyer Common Stock which the shares of Seller Common Stock represented by such Old Share have been converted into the right to receive.

(c) If any New Share representing shares of Buyer Common Stock is to be issued in a name other than that in which the Old Share or Old Shares surrendered in exchange therefor is or are registered, it shall be a condition of the issuance thereof that the Old Share or Old Shares so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer, and that the person requesting such exchange shall pay to the Exchange Agent in advance any transfer or other similar Taxes required by reason of the issuance of a New Share representing shares of Buyer Common Stock in any name other than that of the registered holder of the Old Share or Old Shares surrendered, or required for any other reason, or shall establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of Seller of the shares of Seller Common Stock that were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, Old Shares representing such shares are presented for transfer to the Exchange Agent, they shall be cancelled and exchanged for New Shares representing shares of Buyer Common Stock as provided in this Article II.

(e) Notwithstanding anything to the contrary contained herein, no New Shares or scrip representing fractional shares of Buyer Common Stock shall be issued upon the surrender for exchange of Old Shares, no dividend or other distribution with respect to Buyer Common Stock shall be payable on or with respect to any fractional share, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a shareholder of Buyer. In lieu of the issuance of any such fractional share, Buyer shall pay to each former holder of Seller Common Stock who otherwise would be entitled to receive such fractional share an amount in cash (rounded to the nearest cent) determined by multiplying (i) the average of the closing-sale prices of Buyer Common Stock on The NASDAQ Stock Market LLC ("NASDAQ") as reported by *The Wall Street Journal* for the consecutive period of five (5) full trading days ending on the day preceding the Closing Date by (ii) the fraction of a share (after taking into account all shares of Seller Common Stock held by such holder immediately prior to the Effective Time and rounded to the nearest thousandth when expressed in decimal form) of Buyer Common Stock which such holder would otherwise be entitled to receive pursuant to Section 1.5. The parties acknowledge that payment of such cash consideration in lieu of issuing fractional shares is not separately bargained-for consideration, but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience that would otherwise be caused by the issuance of fractional shares.

(f) Any portion of the Exchange Fund that remains unclaimed by the holders of Seller Common Stock for twelve (12) months after the Effective Time shall be paid to the Surviving Corporation. Any former holders of Seller Common Stock who have not theretofore complied with this Article II shall thereafter look only to the Surviving Corporation for payment of the shares of Buyer Common Stock and cash in lieu of any fractional shares, and any unpaid dividends and other distributions on the Buyer Common Stock deliverable in respect of each former share of Seller Common Stock that such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon. Notwithstanding the foregoing, none of Buyer, Seller, the Surviving Corporation, the Exchange Agent or any other person shall be liable to any former holder of shares of Seller Common Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

(g) Buyer shall be entitled to deduct and withhold, or cause the Exchange Agent to deduct and withhold, from any cash in lieu of fractional shares of Buyer Common Stock, any dividends or other distributions payable pursuant to this Section 2.2 or any other consideration otherwise payable pursuant to this Agreement to any holder of Seller Common Stock or Seller Equity Award such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of Tax law. To the extent that amounts are so withheld by Buyer or the Exchange Agent, as the case may be, and paid over to the appropriate Governmental Entity, the withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Seller Common Stock or Seller Equity Award in respect of which the deduction and withholding was made by Buyer or the Exchange Agent, as the case may be.

(h) In the event any Old Share shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the applicable certificate to be lost, stolen or destroyed and, if required by Buyer or the Exchange Agent, the posting by such person of a bond in such amount as Buyer or the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it with respect to such certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed certificate the shares of Buyer Common Stock and any cash in lieu of fractional shares deliverable in respect thereof pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except (a) as disclosed in the disclosure schedule delivered by Seller to Buyer concurrently herewith (the “Seller Disclosure Schedule”); provided, that (i) no such item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (ii) the mere inclusion of an item in the Seller Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Seller that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to result in a Material Adverse Effect, and (iii) any disclosures made with respect to a section of this Article III shall be deemed to qualify (A) any other section of this Article III specifically referenced or cross-referenced and (B) other sections of this Article III to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross-reference) from a reading of the disclosure that such disclosure applies to such other sections or (b) as disclosed in any Seller Reports filed by Seller after January 1, 2025 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly nonspecific or cautionary, predictive or forward-looking in nature), and assuming each party’s compliance with its obligations set forth in Section 1.12, Seller hereby represents and warrants to Buyer as follows:

3.1 Corporate Organization.

(a) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Indiana and is a bank holding company duly registered under the Bank Holding Company Act of 1956, as amended (the “BHC Act”) that has elected to be treated as a financial holding company under the BHC Act. Seller has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Seller is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Seller. As used in this Agreement, “Material Adverse Effect” means, with respect to Buyer, Seller or the Surviving Corporation, as the case may be, any effect, change, event, circumstance, condition, occurrence or development that, either individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (i) the business, properties, assets, liabilities, results of operations or financial condition of such party and its Subsidiaries taken as a whole (provided, that, with respect to this clause (i), Material Adverse Effect shall not be deemed to include the impact of (A) changes, after the date hereof, in U.S. generally accepted accounting principles (“GAAP”) or applicable regulatory accounting requirements, (B) changes, after the date hereof, in laws, rules or regulations of general applicability to companies in the industries in which such party and its Subsidiaries operate, or interpretations thereof by courts or Governmental Entities, (C) changes, after the date hereof, in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in economic or market (including equity, credit and debt markets, as well as changes in interest rates) conditions affecting the financial services industry generally and not specifically relating to such party or its Subsidiaries, (D) changes, after the date hereof, resulting from hurricanes, earthquakes, tornados, floods or other natural disasters or from any outbreak of any disease or other public health event, (E) public disclosure of the execution of this Agreement, public disclosure, implementation or consummation of the transactions contemplated hereby (including any effect on a party’s relationships with its customers or employees) or actions expressly permitted or required by this Agreement or that are taken with the prior written consent of the other party in contemplation of the transactions contemplated hereby (it being understood that this clause (E) shall not apply to a breach of any representation or warranty intended to address the announcement, pendency, implementation or consummation of the transactions contemplated hereby), (F) a decline in the trading price of a party’s common stock or the failure, in and of itself, to meet earnings projections or internal financial forecasts (it being understood that the underlying causes of such decline or failure may be taken into account in determining whether a Material Adverse Effect has occurred, except to the extent otherwise excepted by this proviso) or (G) the expenses incurred by Seller or Buyer in negotiating, documenting, effecting and consummating the transactions contemplated by this Agreement; except, with respect to subclauses (A), (B), (C) or (D) to the extent that the effects of such change are materially disproportionately adverse to the business, properties, assets, liabilities, results of operations or financial condition of such party and its Subsidiaries, taken as a whole, as compared to other companies in the industry in which such party and its Subsidiaries operate) or (ii) the ability of such party to timely consummate the transactions contemplated hereby. As used in this Agreement, “Subsidiary,” when used with respect to any person, means any subsidiary of such person within the meaning ascribed to such term in either Rule 1-02 of Regulation S-X promulgated by the SEC under the Exchange Act or the BHC Act; and “Significant Subsidiaries” shall have the meaning ascribed to it in Rule 1-02 of Regulation S-X promulgated by the SEC under the Exchange Act. True and complete copies of the Restated Articles of Seller (as amended, the “Seller Articles”) and the Amended and Restated By-Laws of Seller (the “Seller Bylaws”), as in effect as of the date of this Agreement, have previously been made available by Seller to Buyer.

(b) Each Subsidiary of Seller (the “Seller Subsidiaries”) (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) is duly qualified to do business and, where such concept is recognized under applicable law, in good standing in all jurisdictions (whether federal, state, local or foreign) where its ownership or leasing of property or the conduct of its business requires it to be so qualified and in which the failure to be so qualified would reasonably be expected to have a Material Adverse Effect on Seller and (iii) has all requisite corporate power and authority to own or lease its properties and assets and to carry on its business as now conducted. There are no restrictions on the ability of any Subsidiary of Seller to pay dividends or other distributions except, in the case of a Subsidiary that is a regulated entity, for restrictions on dividends or other distributions generally applicable to all such regulated entities. The deposit accounts of each Subsidiary of Seller that is an insured depository institution are insured by the Federal Deposit Insurance Corporation (the “FDIC”) through the Deposit Insurance Fund to the fullest extent permitted by law and applicable regulations, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. Section 3.1(b) of the Seller Disclosure Schedule sets forth a true and complete list of all Subsidiaries of Seller as of the date hereof.

3.2 Capitalization.

(a) As of the date of this Agreement, the authorized capital stock of Seller consists of 10,000,000 shares of Seller Common Stock and 10,000,000 shares of preferred stock, no par value per share (“Seller Preferred Stock”). As of June 30, 2026, there were (i) 4,333,002 shares of Seller Common Stock outstanding, which includes 2,976 shares of Seller Common Stock granted in respect of outstanding Seller Director Restricted Stock Awards, 39,064 shares of Seller Common Stock granted in respect of outstanding Seller Employee Restricted Stock Awards and 16,021 shares of Seller Common Stock reserved for issuance upon the settlement of outstanding Seller Performance Stock Unit Awards (assuming performance goals applicable to Seller Performance Stock Unit Awards are satisfied at the maximum level) (ii) no shares of Seller Common Stock held in treasury, (iii) 250,889 shares of Seller Common Stock reserved for issuance pursuant to future grants under a Seller Stock Plan, (iv) no shares of Seller Preferred Stock outstanding and (v) no shares of Seller Preferred Stock held in treasury. As of the date of this Agreement, except as set forth in the immediately preceding sentence, there are no other shares of capital stock or other equity or voting securities of Seller issued, reserved for issuance or outstanding. All of the issued and outstanding shares of Seller Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. There are no bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of Seller may vote. No trust preferred or subordinated debt securities of Seller are issued or outstanding. Other than Seller Equity Awards issued prior to the date of this Agreement as described in this Section 3.2(a), as of the date of this Agreement there are no outstanding subscriptions, options, stock units, warrants, stock appreciation rights, phantom units, scrip, rights to subscribe to, preemptive rights, anti-dilutive rights, rights of first refusal or similar rights, puts, calls, commitments or agreements of any character relating to, or securities or rights convertible or exchangeable into or exercisable for, or valued by reference to, shares of capital stock or other equity or voting securities of or ownership interest in Seller, or contracts, commitments, understandings or arrangements by which Seller may become bound to issue additional shares of its capital stock or other equity or voting securities of or ownership interests in Seller, or that otherwise obligate Seller to issue, transfer, sell, purchase, redeem or otherwise acquire, any of the foregoing. There are no voting trusts, shareholder agreements, proxies or other agreements in effect to which Seller is a party or is bound with respect to the voting or transfer of Seller Common Stock or other equity interests of Seller.

(b) Section 3.2(b) of the Seller Disclosure Schedule sets forth, as of July 21, 2026, a correct and complete listing of all Seller Equity Awards, including the number of Seller Common Stock subject to each Seller Equity Award, the holder, type of award, grant date, vesting schedule and exercise price (if applicable) (the “Seller Equity Award Schedule”). Seller shall provide Buyer with an updated Seller Equity Award Schedule no later than five (5) business days prior to the Effective Time.

(c) Seller owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each of Seller Subsidiaries, free and clear of any liens, pledges, charges, encumbrances and security interests whatsoever (“Liens”), and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable (except, with respect to bank Subsidiaries, as provided under any provision of applicable state law comparable to 12 U.S.C. § 55) and free of preemptive rights, with no personal liability attaching to the ownership thereof. No Seller Subsidiary has or is bound by any outstanding subscriptions, options, warrants, calls, rights, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other equity security of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of such Subsidiary.

3.3 Authority: No Violation.

(a) Seller has full corporate power and authority to execute and deliver this Agreement and, subject to the shareholder and other actions described below, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (including the Merger and the Bank Merger) have been duly and validly approved by the Board of Directors of Seller. The Board of Directors of Seller has determined that the Merger, on the terms and conditions set forth in this Agreement, is in the best interests of Seller and its shareholders and has directed that the Merger and the other transactions contemplated by this Agreement be submitted to Seller’s shareholders for approval at a meeting of such shareholders and has adopted a resolution to the foregoing effect. Except for (i) the approval of the Merger and the other transactions contemplated by this Agreement by the affirmative vote of the holders of a majority of the outstanding shares of Seller Common Stock entitled to vote on the Merger and the other transactions contemplated by this Agreement (the “Requisite Seller Vote”) and (ii) the adoption and approval of the Bank Merger Agreement by the Board of Directors of Seller Bank and Seller as Seller Bank’s sole shareholder, no other corporate proceedings on the part of Seller are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except in all cases as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies (the “Enforceability Exceptions”)).

(b) Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby, including the Bank Merger, nor compliance by Seller with any of the terms or provisions hereof, will (i) violate any provision of the Seller Articles or the Seller Bylaws or (ii) assuming that the consents and approvals referred to in Section 3.4 are duly obtained, (A) violate any statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Seller or any Seller Subsidiary or any of their respective properties or assets or (B) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Seller or any Seller Subsidiary under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Seller or any Seller Subsidiary is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (A) and (B) above) for such violations, conflicts, breaches or defaults which, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Seller.

3.4 Consents and Approvals. Except for (a) the filing of any required applications, filings and notices, as applicable, with NASDAQ, (b) the filing of any required applications, filings and notices, as applicable, with the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”) under the BHC Act with respect to the Merger, Section 18(c) of the Federal Deposit Insurance Act (the “Bank Merger Act”) with respect to the Bank Merger and approval of such applications, filings and notices, (c) the filing of any required applications, filings and notices with the Ohio Department of Commerce, Division of Financial Institutions (the “ODFI”) and the Indiana Department of Financial Institutions (the “IDFI”) in connection with the Merger and the Bank Merger, as applicable, and approval of such applications, filings and notices, (d) the filing of any required applications, filings or notices with any other state banking or insurance authorities listed on Section 3.4 of the Seller Disclosure Schedule or Section 4.4 of the Buyer Disclosure Schedule and approval of such applications, filings and notices, (e) the filing with the Securities and Exchange Commission (the “SEC”) of a proxy statement in definitive form relating to the meeting of Seller’s shareholders to be held in connection with the Merger and the other transactions contemplated by this Agreement (including any amendments or supplements thereto, the “Proxy Statement”), and of the registration statement on Form S-4 in which the Proxy Statement will be included as a prospectus, to be filed with the SEC by Buyer in connection with the Merger and the other transactions contemplated by this Agreement (the “S-4”) and the declaration of effectiveness of the S-4, (f) the filing of the Certificates of Merger with and/or acceptance for record of the Certificate of Merger by the Ohio Secretary pursuant to the ORC and the Articles of Merger by the Indiana Secretary pursuant to the IBCL, respectively, and the filing of the Bank Merger Certificates and (g) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of Buyer Common Stock pursuant to this Agreement and the approval of the listing of such Buyer Common Stock on NASDAQ, no consents or approvals of or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or SRO (each a “Governmental Entity”) are necessary in connection with (i) the execution and delivery by Seller of this Agreement or (ii) the consummation by Seller of the Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, Seller is not aware of any reason why the necessary regulatory approvals and consents will not be received in order to permit consummation of the Merger and Bank Merger on a timely basis.

3.5 Reports.

(a) Seller and each of Seller Subsidiaries have timely filed (or furnished) all reports, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file (or furnish, as applicable) since January 1, 2024 with (i) any state banking regulatory authority, (ii) the SEC, (iii) the Federal Reserve Board, (iv) the FDIC, (v) the ODFI and the IDFI, as applicable, (vi) any foreign regulatory authority and (vii) any self-regulatory organization (an “SRO”) ((i) – (vii), collectively, “Regulatory Agencies”), including, without limitation, any report, registration or statement required to be filed (or furnished, as applicable) pursuant to the laws, rules or regulations of the United States, any state, any foreign entity, or any Regulatory Agency, and have paid all fees and assessments due and payable in connection therewith, except where the failure to file (or furnish, as applicable) such report, registration or statement or to pay such fees and assessments, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Seller. Subject to Section 9.14, except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of Seller and Seller Subsidiaries, (i) no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of Seller, investigation into the business or operations of Seller or any Seller Subsidiary since January 1, 2024, (ii) there is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations or inspections of Seller or any Seller Subsidiary, and (iii) there have been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Agency with respect to the business, operations, policies or procedures of Seller or any of Seller Subsidiary since January 1, 2024; in the case of each of clauses (i) through (iii), which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on Seller.

(b) An accurate copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished by Seller to the SEC since December 31, 2023 pursuant to the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act (the “Seller Reports”) is publicly available. No such Seller Report, as of the date thereof (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading, except that information filed or furnished as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all Seller Reports filed under the Securities Act and the Exchange Act complied in all material respects with the published rules and regulations of the SEC with respect thereto. As of the date of this Agreement, no executive officer of Seller has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”). As of the date of this Agreement, there are no outstanding comments from or unresolved issues raised by the SEC with respect to any of the Seller Reports.

3.6 Financial Statements.

(a) The financial statements of Seller and Seller Subsidiaries included (or incorporated by reference) in the Seller Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of Seller and Seller Subsidiaries, (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders’ equity and consolidated financial position of Seller and Seller Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to year-end audit adjustments normal in nature and amount), (iii) complied, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto. The books and records of Seller and Seller Subsidiaries have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements and reflect only actual transactions. Since January 1, 2021, no independent public accounting firm of Seller has resigned (or informed Seller that it intends to resign) or been dismissed as independent public accountants of Seller as a result of, or in connection with, any disagreements with Seller on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b) Except as would not, either individually or in the aggregate, be material to Seller and Seller Subsidiaries, taken as a whole, neither Seller nor any Seller Subsidiary has any liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of Seller included in its Annual and Quarterly Reports on Form 10-K and Form 10-Q for the fiscal year and quarter ended December 31, 2025 and March 31, 2026, respectively, (including any notes thereto) and for liabilities incurred in the ordinary course of business since December 31, 2025, or in connection with this Agreement and the transactions contemplated hereby.

(c) The records, systems, controls, data and information of Seller and Seller Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Seller or Seller Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control, including by third-party service providers, that would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Seller. Seller (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) to ensure that material information relating to Seller, including Seller Subsidiaries, is made known to the chief executive officer and the chief financial officer of Seller by others within those entities as appropriate to allow timely decisions regarding required disclosures and to make the certifications required by the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act, and (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to Seller’s outside auditors and the audit committee of Seller’s Board of Directors (A) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which would reasonably be expected to adversely affect Seller’s ability to record, process, summarize and report financial information, and (B) to the knowledge of Seller, any fraud, whether or not material, that involves management or other employees who have a significant role in Seller’s internal controls over financial reporting. To the knowledge of Seller, there is no reason to believe that Seller’s outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due and for so long as this Agreement continues in existence.

(d) Since January 1, 2024, (i) neither Seller nor any of Seller Subsidiaries, nor, to the knowledge of Seller, any director, officer, auditor, accountant or representative of Seller or any of Seller Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of Seller or any of Seller Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Seller or any of Seller Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no attorney representing Seller or any of Seller Subsidiaries, whether or not employed by Seller or any of Seller Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by Seller or any of its officers, directors, employees or agents to the Board of Directors of Seller or any committee thereof or, to the knowledge of Seller, to any director or officer of Seller.

3.7 Broker's Fees. With the exception of the engagement of Stephens Inc. ("Stephens"), neither Seller nor any Seller Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions contemplated by this Agreement. Seller has disclosed to Buyer as of the date hereof the aggregate fees provided for in connection with the engagement by Seller of Stephens related to the Merger and the other transactions contemplated hereby.

3.8 Absence of Certain Changes or Events.

(a) Since December 31, 2025, no event or events have occurred that have had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on Seller.

(b) Except in connection with the transactions contemplated by this Agreement, since December 31, 2025 through the date hereof, Seller and Seller Subsidiaries have carried on their respective businesses in all material respects in the ordinary course.

3.9 Legal Proceedings.

(a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Seller, neither Seller nor any of Seller Subsidiaries is a party to any, and there are no pending or, to Seller's knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against Seller or any of Seller Subsidiaries or any of their current or former directors or executive officers or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) There is no injunction, order, judgment, decree, or regulatory restriction imposed upon Seller, any of Seller Subsidiaries or the assets of Seller or any of Seller Subsidiaries (or that, upon consummation of the Merger, would apply to the Surviving Corporation or any of its affiliates) that would reasonably be expected to be material to Seller and Seller Subsidiaries, taken as a whole.

3.10 Taxes and Tax Returns.

(a) Each of Seller and Seller Subsidiaries has duly and timely filed (including all applicable extensions) all material Tax Returns in all jurisdictions in which Tax Returns are required to be filed by it, and all such Tax Returns are true, correct, and complete in all material respects. Neither Seller nor any of Seller Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return (other than extensions to file Tax Returns obtained in the ordinary course). All material Taxes of Seller and Seller Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of Seller and Seller Subsidiaries has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, shareholder, independent contractor or other third party. Neither Seller nor any of Seller Subsidiaries has granted any extension or waiver of the limitation period applicable to any material Tax that remains in effect. The federal income Tax Returns of Seller and Seller Subsidiaries for all years to and including 2021 have been examined by the Internal Revenue Service (the “IRS”) or are Tax Returns with respect to which the applicable period for assessment under applicable law, after giving effect to extensions or waivers, has expired. Neither Seller nor any of Seller Subsidiaries has received written notice of assessment or a written proposed assessment in connection with any material amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits, examinations or other proceedings regarding any material Tax of Seller and Seller Subsidiaries or the assets of Seller and Seller Subsidiaries. There are no private letter ruling requests, closing agreements or gain recognition agreements with respect to Taxes requested or executed in the last six (6) years. Neither Seller nor any of Seller Subsidiaries is a party to or is bound by any Tax sharing, Tax allocation or Tax indemnification agreement or arrangement (other than such an agreement or arrangement exclusively between or among Seller and Seller Subsidiaries). Neither Seller nor any of Seller Subsidiaries (i) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was Seller) or (ii) has any liability for the Taxes of any person (other than Seller or any of Seller Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise. Neither Seller nor any of Seller Subsidiaries has been, within the past two (2) years or otherwise as part of a “plan (or series of related transactions)” within the meaning of Section 355(e) of the Code of which the Merger is also a part, a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intending to qualify for tax-free treatment under Section 355 of the Code. Neither Seller nor any of Seller Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(1). At no time during the past five (5) years has Seller been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code. There are no Tax Liens upon any property or assets of Seller or any of Seller Subsidiaries except Liens for current Taxes not yet due and payable that may thereafter be paid without interest or penalty, and Liens for material Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP. No material claim has ever been made by any Governmental Entity in a jurisdiction where Seller or any of Seller Subsidiaries does not file Tax Returns that any such entity is, or may be, subject to taxation by that jurisdiction.

(b) As used in this Agreement, “Tax” or “Taxes” means all federal, state, local, and foreign income, excise, gross receipts, ad valorem, profits, gains, property, capital, sales, transfer, use, license, payroll, employment, social security, severance, unemployment, escheat, unclaimed property, withholding, duties, excise, windfall profits, intangibles, franchise, backup withholding, value added, alternative or add-on minimum, estimated and other taxes, charges, levies or like assessments together with all penalties and additions to tax and interest thereon.

(c) As used in this Agreement, “Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

3.11 Employee Benefit Plans.

(a) Section 3.11(a) of the Seller Disclosure Schedule lists all material Seller Benefit Plans. For purposes of this Agreement, “Seller Benefit Plans” means all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), whether or not subject to ERISA, and all stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, retention, bonus, employment, change in control, termination or severance plans, programs, agreements or arrangements, whether written or unwritten, that are maintained, contributed to or sponsored or maintained by, or required to be contributed to, Seller or any of Seller Subsidiaries for the benefit of any current or former employee, officer or director of Seller or any of Seller Subsidiaries.

(b) Seller has heretofore made available to Buyer true and complete copies (as applicable) of (i) each material Seller Benefit Plan, including any amendments thereto and all related trust documents, insurance contracts or other funding vehicles, and (ii) to the extent applicable, (A) the most recent summary plan description, if any, required under ERISA with respect to such Seller Benefit Plan, (B) the three (3) most recent annual reports (Form 5500), if any, filed with the IRS, (C) the most recently received IRS determination or opinion letter, if any, relating to such Seller Benefit Plan, (D) the most recently prepared actuarial report for each Seller Benefit Plan (if applicable), (E) all material non-routine correspondence to or from any Governmental Entity received in the last three (3) years with respect to such Seller Benefit Plan (F) the testing results for each Seller Benefit Plan’s three (3) most recently completed years, (G) all IRS Forms 1094-C (with IRS Forms 1095-C attached) and IRS confirmations of filings for the 2019 through the current calendar years, (H) any submission under any voluntary compliance program during the last six (6) years, (I) current COBRA forms, and (J) the three (3) most recent safe harbor notices for any Seller Benefit Plan that is a Code Section 401(k) plan.

(c) Each Seller Benefit Plan has been established, operated and administered in all material respects in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code.

(d) Section 3.11(d) of the Seller Disclosure Schedule identifies each Seller Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “Seller Qualified Plans”). The IRS has issued a favorable determination letter with respect to each Seller Qualified Plan and the related trust, or with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the pre-approved plan sponsor, and, to the knowledge of Seller, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any Seller Qualified Plan or the related trust.

(e) Neither Seller, nor any of Seller Subsidiaries nor any of their respective ERISA Affiliates has contributed (or had any obligation of any sort) in the last six (6) years to a plan that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA. For purposes of this Agreement, “ERISA Affiliate” means, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same “controlled group” as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

(f) None of Seller nor any of Seller Subsidiaries or any of their respective ERISA Affiliates has, at any time during the last six (6) years, contributed to or been obligated to contribute to any plan that is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA (a “Multiemployer Plan”) or a plan that has two or more contributing sponsors, at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a “Multiple Employer Plan”), and none of Seller, any of Seller Subsidiaries or any of their respective ERISA Affiliates has incurred any material liability to a Multiemployer Plan or a Multiple Employer Plan as a result of a complete or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) from a Multiemployer Plan or a Multiple Employer Plan that has not been satisfied in full.

(g) Neither Seller nor any of Seller Subsidiaries sponsors, has sponsored or has any obligation with respect to any employee benefit plan that provides for any post-employment or post-retirement health or medical or life insurance benefits for retired or former employees or their dependents, except as required by Section 4980B of the Code.

(h) All contributions required to be made to any Seller Benefit Plan by applicable law or by any plan document, and all premiums due or payable with respect to insurance policies funding any Seller Benefit Plan, for any period through the date hereof, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the books and records of Seller, except as, either individually or in the aggregate, would not reasonably be expected to result in any material liability to Seller and Seller Subsidiaries.

(i) There are no pending or threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations that have been asserted or instituted, and, to Seller’s knowledge, no set of circumstances exists that may reasonably be expected to give rise to a claim or lawsuit, against the Seller Benefit Plans, any fiduciaries thereof with respect to their duties to the Seller Benefit Plans or the assets of any of the trusts under any of the Seller Benefit Plans, except as, either individually or in the aggregate, would not reasonably be expected to result in any material liability to Seller and Seller Subsidiaries.

(j) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) (i) entitle any current or former employee, officer, director or individual independent contractor of Seller or any of Seller Subsidiaries to any payment or benefit, (ii) result in, accelerate, cause the vesting, exercisability, funding, payment or delivery of, or increase in the amount or value of, any payment, right or other benefit to any current or former employee, officer, director or independent contractor of Seller or any of Seller Subsidiaries, (iii) accelerate the timing of or cause Seller or any of Seller Subsidiaries to transfer or set aside any assets to fund any material benefits under any Seller Benefit Plan, or (iv) result in any limitation on the right of Seller or any of Seller Subsidiaries to amend, merge, terminate or receive a reversion of assets from any Seller Benefit Plan or related trust.

(k) No amount paid or payable (whether in cash, in property, or in the form of benefits) by Seller or any of Seller Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an “excess parachute payment” within the meaning of Section 280G of the Code. Section 3.11(k) of the Seller Disclosure Schedule contains Seller’s true and correct Code Section 280G calculations.

(l) Neither Seller nor any of Seller Subsidiaries is a party to any plan, program, agreement or arrangement that provides for the gross-up or reimbursement of Taxes imposed under Sections 409A or 4999 of the Code (or any corresponding provisions of state or local law relating to Tax).

(m) No Seller Benefit Plan is maintained outside the jurisdiction of the United States or covers any Seller employee who resides or works outside of the United States.

(n) Neither the Seller 401(k) Plan, nor any fiduciary, trustee or administrator thereof, has engaged in a breach of fiduciary responsibility or any non-exempt “prohibited transaction” (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) which could reasonably be expected to result in any material liability to the Seller.

3.12 Employees

(a) There are no pending or, to the knowledge of Seller, threatened labor grievances or unfair labor practice claims or charges against Seller or any of Seller Subsidiaries, or any strikes or other labor disputes against Seller or any of Seller Subsidiaries. Neither Seller nor any of Seller Subsidiaries is party to or bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of Seller or any of Seller Subsidiaries and, to the knowledge of Seller, there are no organizing efforts by any union or other group seeking to represent any employees of Seller and Seller Subsidiaries.

(b) Seller and Seller Subsidiaries are in compliance in all material respects with, and since December 31, 2023 have complied in all material respects with, all laws regarding employment and employment practices, terms and conditions of employment, wages and hours, paid sick leave, classification of employees and independent contractors, equitable pay practices, privacy rights, labor disputes, employment discrimination, sexual or racial harassment or discrimination, workers’ compensation or long-term disability policies, retaliation, immigration, family and medical leave, occupational safety and health and other laws in respect of any reduction in force (including notice, information and consultation requirements).

(c) (i) To the knowledge of Seller, no written allegations of sexual or racial harassment or sexual or race-based misconduct have been made since December 31, 2023 against any employee of Seller, (ii) since December 31, 2023, neither Seller nor any of Seller Subsidiaries has entered into any settlement agreement related to allegations of sexual or racial harassment or sexual or race-based misconduct by any employee of Seller, and (iii) there are no proceedings currently pending or, to the knowledge of Seller, threatened related to any allegations of sexual or racial harassment or sexual or race-based misconduct by any employee of Seller.

3.13 Compliance with Applicable Law. Seller and each of Seller Subsidiaries hold, and have at all times since December 31, 2023, held, all licenses, franchises, permits and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where the failure to hold such license, franchise, permit or authorization (nor the failure to pay any fees or assessments) would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Seller, and, to the knowledge of Seller, no suspension or cancellation of any such necessary license, franchise, permit or authorization is threatened. Seller and each of Seller Subsidiaries have complied in all material respects with and are not in material default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to Seller or any of Seller Subsidiaries, including all laws relating to the privacy and security of data or information that constitutes personal data or personal information or similar term under applicable law ("Personal Data"), the Gramm-Leach-Bliley Act (together with all rules promulgated thereunder, the "GLBA"), the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any final regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, and any other laws relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, the European Union's General Data Protection Regulation (Regulation EU 2016/679) (including all related national laws, regulations and secondary legislation, the "GDPR") and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans. Each of Seller Subsidiaries that is an insured depository institution has a Community Reinvestment Act rating of "satisfactory" or better. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Seller, none of Seller, or any of Seller Subsidiaries or, to the knowledge of Seller, any director, officer, employee, agent or other person acting on behalf of Seller or any of Seller Subsidiaries has, directly or indirectly, (a) used any funds of Seller or any of Seller Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (b) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Seller or any of Seller Subsidiaries, (c) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (d) established or maintained any unlawful fund of monies or other assets of Seller or any of Seller Subsidiaries, (e) made any fraudulent entry on the books or records of Seller or any of Seller Subsidiaries, or (f) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business to obtain special concessions for Seller or any of Seller Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Seller or any of Seller Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department. Neither Seller nor any Seller Subsidiary (x) maintains or has maintained any Personal Data outside of the United States, or (y) has disclosed or transferred any Personal Data relating to individuals residing in the European Economic Area outside of the European Economic Area except where such disclosure or transfer complied with the GDPR. Seller maintains a written information privacy and security program that maintains reasonable measures to protect the privacy, confidentiality and security of all Personal Data against any (i) breach of security leading to the accidental or unlawful destruction, loss, alteration, unavailability, unauthorized disclosure or processing of, or access to, Personal Data transmitted, stored or otherwise processed, (ii) the unauthorized acquisition or processing of Personal Data that materially compromises the security, confidentiality, or integrity of Personal Data, (iii) ransomware, malware, or unauthorized access to Seller IT Systems or (iv) any incident defined as a personal data breach, security breach, security incident, data breach or similar term in applicable laws (clauses (i) through (iv), a "Seller Security Breach"). "Seller IT Systems" means all information management equipment and systems necessary to or used in or to support the business of Seller and Seller Subsidiaries, including all software, all databases and data systems and all computer hardware and other information and communications technology systems. To the knowledge of Seller, Seller has not experienced any Seller Security Breach that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Seller. To the knowledge of Seller, there are no data security or other technological vulnerabilities with respect to Seller's information technology systems or networks that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Seller. No claims or actions have been asserted, or to the knowledge of Seller, threatened, against Seller or any of Seller Subsidiaries alleging a violation of such person's privacy, personal or confidentiality rights under any applicable laws, rules, policies, procedures or contracts, that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Seller. Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Seller, Seller and Seller Subsidiaries have properly administered all accounts for which any of them acts as a fiduciary, including accounts for which any of them serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of their governing documents and applicable state, federal and foreign law. Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Seller, none of Seller, any of Seller Subsidiaries, or to Seller's knowledge, any of its or Seller Subsidiaries' directors, officers or employees, has committed any breach of trust or fiduciary duty with respect to any such fiduciary account, and the accountings for each such fiduciary account are true, correct and complete and accurately reflect the assets and results of such fiduciary account.

3.14 Certain Contracts.

(a) Except as filed with or incorporated into any Seller Report filed prior to the date hereof, neither Seller nor any of Seller Subsidiaries is a party to or bound by any contract, arrangement, commitment or understanding (whether written or oral, but excluding any Seller Benefit Plan): (i) which is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC); (ii) which contains a provision that materially restricts the conduct or any line of business by Seller or any of Seller Subsidiaries or upon consummation of the transactions contemplated by this Agreement will materially restrict the ability of the Surviving Corporation or any of its affiliates to engage in any line of business or in any geographic region (including any exclusivity or exclusive dealing provisions with such an effect); (iii) which is a collective bargaining agreement or similar agreement with any labor organization; (iv) any of the benefits of or obligations under which will arise or be increased or accelerated by the occurrence of the execution and delivery of this Agreement, receipt of the Requisite Seller Vote or the announcement or consummation of any of the transactions contemplated by this Agreement, or under which a right of cancellation or termination will arise as a result thereof, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, where such increase or acceleration of benefits or obligations, right of cancellation or termination, or change in calculation of value of benefits would, either individually or in the aggregate, (A) create a payment obligation in excess of \$100,000, calculated as of June 30, 2026, or (B) reasonably be expected to have a Material Adverse Effect on Seller; (v) (A) that relates to the incurrence of indebtedness by Seller or any of Seller Subsidiaries, including any sale and leaseback transactions, capitalized leases and other similar financing arrangements (other than deposit liabilities, trade payables, federal funds purchased, advances and loans from the Federal Home Loan Bank and securities sold under agreements to repurchase, in each case incurred in the ordinary course of business), (B) that provides for the guarantee, support, assumption or endorsement by Seller or any of Seller Subsidiaries of, or any similar commitment by Seller or any of Seller Subsidiaries with respect to, the obligations, liabilities or indebtedness of any other person, in the case of each of clauses (A) and (B), in the principal amount of \$2,000,000 or more, or (C) that provides for any material indemnification or similar obligations on the part of Seller or any of Seller Subsidiaries; (vi) that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of Seller or Seller Subsidiaries, taken as a whole; (vii) which creates future payment obligations in excess of \$250,000 per annum or \$50,000 with respect to any individual payment other than any such contracts which are terminable by Seller or any of Seller Subsidiaries on sixty (60) days or less notice without any required payment or other conditions, other than extensions of credit, other customary banking products offered by Seller or Seller Subsidiaries, or derivatives issued or entered into in the ordinary course of business; (viii) that is a settlement, consent or similar agreement and contains any material continuing obligations of Seller or any of Seller Subsidiaries; (ix) that is a lease of real property to which Seller or any of Seller Subsidiaries is a party; (x) that is a joint venture, partnership or similar contract (however named) involving a sharing of profits, losses, costs or liabilities by it with any other person; (xi) in which Seller or any of Seller Subsidiaries grants or is granted a license or similar under any material Intellectual Property, excluding, in each case, (A) contracts providing rights for generally commercially available off-the-shelf software licensed or provided on non-discriminatory terms and (B) non-exclusive contracts entered into with customers or suppliers in the ordinary course of business; (xii) that is a material consulting agreement, to which Seller or any of Seller Subsidiaries is a party with payments in excess of \$100,000 per annum; or (xiii) that relates to the acquisition or disposition of any person, business or asset and under which Seller or Seller Subsidiaries have or may have a material obligation or liability. Each contract, arrangement, commitment or understanding of the type described in this Section 3.14(a) (excluding any Seller Benefit Plan), whether or not set forth in the Seller Disclosure Schedule, is referred to herein as a “Seller Contract.” Seller has made available to Buyer true, correct and complete copies of each Seller Contract in effect as of the date hereof.

(b) In each case, except as, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Seller, (i) each Seller Contract is valid and binding on Seller or one of Seller Subsidiaries, as applicable, and in full force and effect, (ii) Seller and each of Seller Subsidiaries has in all material respects complied with and performed all obligations required to be performed by it to date under each Seller Contract, (iii) to the knowledge of Seller, each third-party counterparty to each Seller Contract has in all material respects complied with and performed all obligations required to be performed by it to date under such Seller Contract, (iv) Seller does not have knowledge of, and has not received notice of, any violation of any Seller Contract by any of the other parties thereto, (v) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a material breach or default on the part of Seller or any of Seller Subsidiaries, or to the knowledge of Seller, any other party thereto, of or under any such Seller Contract and (vi) no third-party counterparty to any Seller Contract has exercised or threatened in writing to exercise any force majeure (or similar) provision to excuse non-performance or performance delays in any Seller Contract.

3.15 Agreements with Regulatory Agencies. Subject to Section 9.14, neither Seller nor any of Seller Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2024, a recipient of any supervisory letter from, or since January 1, 2024, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management or its business (each, whether or not set forth in the Seller Disclosure Schedule, a “Seller Regulatory Agreement”), nor has Seller or any of Seller Subsidiaries been advised in writing since January 1, 2024, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering, or requesting any such Seller Regulatory Agreement.

3.16 Risk Management Instruments. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Seller, (a) all interest rate swaps, caps, floors, option agreements, futures and forward contracts and other similar derivative transactions and risk management arrangements, whether entered into for the account of Seller, any of Seller Subsidiaries or for the account of a customer of Seller or one of Seller Subsidiaries, were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of any Regulatory Agency and with counterparties believed to be financially responsible at the time and are legal, valid and binding obligations of Seller or one of Seller Subsidiaries enforceable in accordance with their terms (except as may be limited by the Enforceability Exceptions), and are in full force and effect; and (b) Seller and each of Seller Subsidiaries have duly performed in all material respects all of their material obligations thereunder to the extent that such obligations to perform have accrued, and, to Seller’s knowledge, there are no material breaches, violations or defaults or allegations or assertions of such by any party thereunder.

3.17 Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Seller, Seller and Seller Subsidiaries are in compliance, and have complied since January 1, 2024, with each federal, state or local law, regulation, order, decree, permit, authorization, common law or agency requirement applicable to Seller and Seller Subsidiaries relating to: (a) the protection or restoration of the environment, health and safety as it relates to hazardous substance exposure or natural resource damages, (b) the handling, use, presence, disposal, release or threatened release of, or exposure to, any hazardous substance, or (c) noise, odor, wetlands, indoor air, pollution, contamination or any injury to persons or property from exposure to any hazardous substance (collectively, “Environmental Laws”). There are no pending legal, administrative, arbitral or other proceedings, claims or actions or, to the knowledge of Seller, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be expected to result in the imposition, on Seller or any of Seller Subsidiaries of any liability or obligation arising under any Environmental Law, pending or threatened against Seller, which liability or obligation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on Seller. To the knowledge of Seller, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on Seller.

3.18 Investment Securities and Commodities.

(a) Each of Seller and Seller Subsidiaries has good title in all material respects to all securities and commodities owned by it (except those sold under repurchase agreements), free and clear of any Liens, except as set forth in the financial statements included in the Seller Reports or to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of Seller or Seller Subsidiaries. Such securities and commodities are valued on the books of Seller in accordance with GAAP in all material respects.

(b) Seller and Seller Subsidiaries and their respective businesses employ investment, securities, commodities, risk management and other policies, practices and procedures that Seller believes are prudent and reasonable in the context of such businesses, and Seller and Seller Subsidiaries have, since January 1, 2024, been in compliance with such policies, practices and procedures in all material respects. Prior to the date of this Agreement, Seller has made available to Buyer the material terms of such policies, practices and procedures.

3.19 Real Property. (a) Section 3.19 of the Seller Disclosure Schedule sets forth an accurate description of the real property to which Seller has good, valid and indefeasible title (“Owned Real Property”), or a valid and subsisting leasehold interest, subleasehold interest, or license to (“Leased Real Property”) and, together with the Owned Real Property, the “Real Property”).

(b) The Real Property listed in Section 3.19 of the Seller Disclosure Schedule comprises all of Seller's real property interests used in the conduct of the business and operations of Seller as currently conducted and, to the knowledge of Seller, there are no facts or circumstances that would prevent the Real Property from being occupied or otherwise used by the Surviving Corporation after the Closing in the same manner as prior to the Closing, subject to the terms of any leases, as applicable.

(c) All Leased Real Property is held under leases or subleases (collectively, the "Real Property Leases") and all Owned Real Property is held under deeds ("Real Property Deeds") and, together with Real Property Leases, "Real Property Instruments"), that are valid instruments enforceable in accordance with their respective terms, free and clear of all Liens, except (i) statutory Liens arising or incurred in the ordinary course of business and securing payments which are not yet due and payable, (ii) Liens for real property or similar or customary Taxes not yet due and payable, and (iii) easements or other rights that do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair or interfere with business operations at such properties.

(d) There are no leases, subleases, licenses, concessions or other contractual obligations entered into by Seller granting to any person other than a Seller Subsidiary the right of use or occupancy of all or any portion of the Owned Real Property.

(e) Seller or a Seller Subsidiary is in sole possession of the Leased Real Property and has not assigned, licensed, subleased, transferred, conveyed, mortgaged, encumbered or otherwise granted to any person all or any portion of its respective interest in any of the Real Property Leases or the right to use or occupy such Leased Real Property. Seller has paid all rent and other expenses due and payable under each such Real Property Lease.

(f) Seller has made available to Buyer accurate and complete copies of all Real Property Instruments and any guarantees, amendments, extensions, renewals or other agreements with respect thereto.

(g) No third party or parties have any options, rights of first offer or first refusal or any other similar right to purchase the Owned Real Property or any portion or interest therein. Neither Seller nor any Seller Subsidiary is obligated under any outstanding and exercised options, rights of first offer or first refusal to purchase any of the Leased Real Property.

(h) To Seller's knowledge, neither the condition, nor the use of the Owned Real Property or the Leased Real Property, by Seller or Seller's Subsidiaries, contravenes or violates in any material respect any applicable zoning, use, occupancy, building, wetlands or environmental regulation, ordinance or other applicable law relating to the use or operation of the Real Property.

3.20 Intellectual Property. Seller and each of Seller Subsidiaries owns (free and clear of any material Liens), or is licensed or authorized to use, all material Intellectual Property used in, held for use in or necessary for the conduct of its business as currently conducted, as set forth on Section 3.20 of the Seller Disclosure Schedule. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Seller, (a) (i) to the knowledge of Seller, the conduct of their businesses by Seller and Seller Subsidiaries does not infringe, misappropriate or otherwise violate the rights of any person and is in material compliance with any applicable license pursuant to which Seller or any Seller Subsidiary acquired the right to use any Intellectual Property, and (ii) to the knowledge of Seller, no person has asserted in writing since January 1, 2024 to Seller that Seller or any of Seller Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of such person, (b) no person is challenging or, to the knowledge of Seller, infringing on, misappropriating or otherwise violating, any right of Seller or any of Seller Subsidiaries with respect to any Intellectual Property owned by Seller or Seller Subsidiaries that are held for use in or necessary for the conduct of its business as currently conducted, (c) neither Seller nor any Seller Subsidiary has, since January 1, 2024, received any written notice of any pending claim with respect to any Intellectual Property owned by Seller or any Seller Subsidiary, and (d) Seller and Seller Subsidiaries have taken commercially reasonable actions to maintain and protect all Intellectual Property owned by Seller and Seller Subsidiaries held for use in or necessary for the conduct of its business as currently conducted. For purposes of this Agreement, “Intellectual Property” means trademarks, service marks, brand names, internet domain names, social media identifiers and accounts, logos, symbols, certification marks, trade dress and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; patents, applications for patents (including divisions, continuations, continuations in part and renewal applications), all improvements thereto, and any renewals, extensions or reissues thereof, in any jurisdiction; trade secrets and confidential or proprietary know-how or information; copyrights and rights in works of authorship (including software), and all registrations, applications for registration, renewals, common law rights and moral rights associated with the foregoing; rights in data and databases; all other intellectual property or proprietary rights anywhere in the world.

3.21 Related Party Transactions. There are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between Seller or any of Seller Subsidiaries, on the one hand, and any current or former director or “executive officer” (as defined in Rule 3b-7 under the Exchange Act) of Seller or any of Seller Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) 5% or more of the outstanding Seller Common Stock (or any of such person’s immediate family members or affiliates) (other than Subsidiaries of Seller) on the other hand, of the type required to be reported in any Seller Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act (taking into account all relevant instructions and guidance for reporting under Item 404 of Regulation S-K) that have not been so reported on a timely basis.

3.22 State Takeover Laws. The Board of Directors of Seller has approved this Agreement, the Merger and the other transactions contemplated hereby as required to render inapplicable to such agreements and transactions any “moratorium,” “control share,” “fair price,” “takeover” or “interested shareholder” law (any such laws, “Takeover Statutes”). In accordance with Section 23-1-44-8 of the IBCL and the Seller Articles, no appraisal or dissenters’ rights will be available to the holders of Seller Common Stock in connection with the Merger.

3.23 Reorganization. Seller has not taken any action and is not aware of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

3.24 Opinion. Prior to the execution of this Agreement, the Board of Directors of Seller has received an opinion (which, if initially rendered verbally, has been or will be confirmed in a written opinion, dated the same date) of Stephens to the effect that, as of the date of such opinion, and based upon and subject to the factors, qualifications, assumptions, and limitations set forth therein, the Exchange Ratio in the Merger is fair from a financial point of view to the holders of Seller Common Stock (solely in their capacity as such). Such opinion has not been amended or rescinded as of the date of this Agreement.

3.25 Seller Information. The information relating to Seller and Seller Subsidiaries provided by Seller or its representatives to be contained in the Proxy Statement and the S-4, and the information relating to Seller and Seller Subsidiaries that is provided by Seller or its representatives for inclusion in any other document filed with any other Regulatory Agency in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The Proxy Statement (except for such portions thereof that relate only to Buyer or any of Buyer Subsidiaries) will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. The Proxy Statement and the portions of the S-4 that contain information provided by Seller relating to Seller and any of Seller Subsidiaries will comply in all material respects with the provisions of the Securities Act, the Exchange Act and the rules and regulations under the Securities Act and the Exchange Act.

3.26 Loan Portfolio.

(a) As of the date hereof, neither Seller nor any of Seller Subsidiaries is a party to any written or oral loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, commitments, guarantees and interest-bearing assets) (collectively, “Loans”) with any borrower (each a “Borrower”) in which Seller or any Seller Subsidiary of is a creditor which as of June 30, 2026, had an outstanding balance plus unfunded commitments, if any, of \$250,000 or more and under the terms of which the Borrower was, as of June 30, 2026, over ninety (90) days or more delinquent in payment of principal or interest. Set forth in Section 3.26(a) of the Seller Disclosure Schedule is a true, correct and complete list of (i) all of the Loans of Seller and Seller Subsidiaries that, as of June 30, 2026, had an outstanding balance of \$250,000 or more and (A) were classified by Seller as “Other Loans Specially Mentioned,” “Special Mention,” “Substandard,” “Doubtful,” “Loss,” “Classified,” “Criticized,” “Credit Risk Assets,” “Concerned Loans,” “Watch” or words of similar import, (B) were the subject of any notice to Seller or any of Seller Subsidiaries from any obligor of adverse environmental conditions potentially affecting the value of any collateral for such Loan, (C) with respect to which Seller has knowledge of potential violations of any Environmental Laws that may have occurred on the property serving as collateral for such Loan or by any obligor of such Loan and (D) represent an extension of credit to an executive officer or director of Seller or Seller Subsidiaries or an entity controlled by an executive officer or director of Seller or Seller Subsidiaries, in each case together with the principal amount of each such Loan and the identity of the Borrower thereunder, together with the aggregate principal amount of such Loans, by category of Loan (e.g., commercial, consumer, etc.), together with the aggregate principal amount of such Loans by category and (ii) each asset of Seller or any of Seller Subsidiaries that, as of June 30, 2026, is classified as “Other Real Estate Owned” and the book value thereof.

(b) Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Seller, each Loan of Seller and Seller Subsidiaries (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, genuine and what they purport to be, (ii) to the extent carried on the books and records of Seller and Seller Subsidiaries as secured Loans, has been secured by valid Liens, as applicable, which have been perfected and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to the Enforceability Exceptions and (iv) to the knowledge of Seller, none of the Loans of Seller or Seller Subsidiaries is subject to any material offset or claim of offset and the aggregate loan balances in excess of Seller's allowance for loan and lease losses are, based on past loan experience and as determined in accordance with applicable accounting and regulatory requirements, collectible in accordance with their terms (except as limited above) and all uncollectible loans have been charged off.

(c) Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Seller, each outstanding Loan of Seller or any of Seller Subsidiaries (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, the written underwriting standards of Seller and Seller Subsidiaries (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

(d) There has been no default on, or forgiveness or waiver of, in whole or in part, any Loan made to an executive officer or director of Seller or Seller Subsidiaries or an entity controlled by an executive officer or director of Seller or Seller Subsidiaries during the three (3) years immediately preceding the date hereof.

(e) Seller's allowance for loan and lease losses reflected in the financial statements of Seller (including footnotes thereto) was determined on the basis of Seller's continuing review and evaluation of the portfolio of the Loans of Seller and Seller Subsidiaries under the requirements of GAAP and applicable law, was established in a manner consistent with Seller's internal policies, and, in the reasonable judgment of Seller, was adequate in all material respects under the requirements of GAAP and all applicable law to provide for possible or specific losses, net of recoveries relating to the Loans previously charged-off, on the Loans of Seller and Seller Subsidiaries.

3.27 Insurance. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Seller, Seller and Seller Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of Seller reasonably has determined to be prudent and consistent with industry practice, and Seller and Seller Subsidiaries are in compliance in all material respects with their insurance policies and are not in default under any of the terms thereof, each such policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of officers, directors and employees of Seller and Seller Subsidiaries, Seller or the relevant Subsidiary thereof is the sole beneficiary of such policies, and all premiums and other payments due under any such policy have been paid, and all claims thereunder have been filed in due and timely fashion.

3.28 Information Security. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Seller, to the knowledge of Seller, since January 1, 2024, no third party has gained unauthorized access to any Seller IT System controlled by and material to the operation of the business of Seller and Seller Subsidiaries.

3.29 Subordinated Indebtedness. Seller and the Seller Subsidiaries have no subordinated indebtedness, junior subordinated debentures or trust preferred securities or any agreements related thereto.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Except (a) as disclosed in the disclosure schedule delivered by Buyer to Seller concurrently herewith (the “Buyer Disclosure Schedule”); provided, that (i) no such item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (ii) the mere inclusion of an item in the Buyer Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Buyer that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to result in a Material Adverse Effect, and (iii) any disclosures made with respect to a section of this Article IV shall be deemed to qualify (A) any other section of this Article IV specifically referenced or cross-referenced and (B) other sections of this Article IV to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross-reference) from a reading of the disclosure that such disclosure applies to such other sections or (b) as disclosed in any Buyer Reports filed by Buyer after January 1, 2025 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly nonspecific or cautionary, predictive or forward-looking in nature), and assuming each party’s compliance with its obligations set forth in Section 1.12, Buyer hereby represents and warrants to Seller as follows:

4.1 Corporate Organization.

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and is a bank holding company duly registered under the BHC Act that has elected to be treated as a financial holding company under the BHC Act. Buyer has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Buyer is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Buyer. True and complete copies of the Buyer Articles and Buyer Regulations, as in effect as of the date of this Agreement, have previously been made available by Buyer to Seller.

(b) Each Significant Subsidiary of Buyer (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) is duly qualified to do business and, where such concept is recognized under applicable law, in good standing in all jurisdictions (whether federal, state, local or foreign) where its ownership or leasing of property or the conduct of its business requires it to be so qualified and in which the failure to be so qualified would reasonably be expected to have a Material Adverse Effect on Buyer, and (iii) has all requisite corporate power and authority to own or lease its properties and assets and to carry on its business as now conducted. There are no restrictions on the ability of any Subsidiary of Buyer (a “Buyer Subsidiary”) to pay dividends or other distributions except, in the case of a Subsidiary that is a regulated entity, for restrictions on dividends or other distributions generally applicable to all such regulated entities. The deposit accounts of each Subsidiary of Buyer that is an insured depository institution are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by law, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. Section 4.1(b) of the Buyer Disclosure Schedule sets forth a true and complete list of all Significant Subsidiaries of Buyer as of the date hereof.

4.2 Capitalization.

(a) As of the date of this Agreement, the authorized capital stock of Buyer consists of 160,000,000 shares of Buyer Common Stock and 10,000,000 shares of preferred stock, with or without par value (the “Buyer Preferred Stock”). As of June 30, 2026, there were (i) 104,956,458 shares of Buyer Common Stock outstanding, which number includes 1,136,359 shares of Buyer Common Stock granted in respect of outstanding Buyer Common Stock subject to vesting, repurchase or other lapse restriction (“Buyer Restricted Stock Awards”), (ii) 5,306,214 shares of Buyer Common Stock held in treasury, (iii) zero shares of Buyer Common Stock reserved for issuance upon the exercise of options to purchase shares of Buyer Common Stock (the “Buyer Options” and together with Buyer Restricted Stock Awards, “Buyer Equity Awards”), (iv) 3,827,872 shares of Buyer Common Stock reserved for issuance pursuant to future grants under the Buyer Stock Plans, and (v) zero shares of Buyer Preferred Stock outstanding. As of the date of this Agreement, except as set forth in the immediately preceding sentence and for changes since June 30, 2026, resulting from the exercise, vesting or settlement of any Buyer Equity Awards described in the immediately preceding sentence, there are no other shares of capital stock or other equity or voting securities of Buyer issued, reserved for issuance or outstanding. As used herein, the “Buyer Stock Plans” means the Buyer 1999 Stock Incentive Plan, Buyer Key Executive Short Term Incentive Plan, MainSource Financial Group, Inc. 2007 Stock Incentive Plan and Buyer 2020 Stock Plan and Buyer 2026 Stock Plan. All of the issued and outstanding shares of Buyer Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. There are no bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of Buyer may vote. No trust preferred or subordinated debt securities of Buyer are issued or outstanding. Other than Buyer Equity Awards issued prior to the date of this Agreement as described in this Section 4.2(a), as of the date of this Agreement there are no outstanding subscriptions, options, warrants, stock appreciation rights, phantom units, scrip, rights to subscribe to, preemptive rights, anti-dilutive rights, rights of first refusal or similar rights, puts, calls, commitments or agreements of any character relating to, or securities or rights convertible or exchangeable into or exercisable for, or valued by reference to, shares of capital stock or other equity or voting securities of or ownership interest in Buyer, or contracts, commitments, understandings or arrangements by which Buyer may become bound to issue additional shares of its capital stock or other equity or voting securities of or ownership interests in Buyer, or that otherwise obligate Buyer to issue, transfer, sell, purchase, redeem or otherwise acquire, any of the foregoing. There are no voting trusts, shareholder agreements, proxies or other agreements in effect to which Buyer is a party or is bound with respect to the voting or transfer of Buyer Common Stock or other equity interests of Buyer.

(b) Buyer owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each of the Buyer Subsidiaries, free and clear of any Liens, and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable (except, with respect to bank Subsidiaries, as provided under any provision of applicable state law comparable to 12 U.S.C. § 55) and free of preemptive rights, with no personal liability attaching to the ownership thereof. No Buyer Subsidiary has or is bound by any outstanding subscriptions, options, warrants, calls, rights, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other equity security of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of such Subsidiary.

4.3 Authority: No Violation.

(a) Buyer has full corporate power and authority to execute and deliver this Agreement and, subject to the shareholder and other actions described below, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (including the Merger and the Bank Merger) have been duly and validly approved by the Board of Directors of Buyer. The Board of Directors of Buyer has determined that the Merger, on the terms and conditions set forth in this Agreement, is in the best interests of Buyer and its shareholders. Except for the adoption and approval of the Bank Merger Agreement by the Board of Directors of Buyer Bank and Buyer as Buyer Bank's sole shareholder, no other corporate proceedings on the part of Buyer are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions). The shares of Buyer Common Stock to be issued in the Merger have been validly authorized, when issued, will be validly issued, fully paid and nonassessable, and no current or past shareholder of Buyer will have any preemptive right or similar rights in respect thereof.

(b) Neither the execution and delivery of this Agreement by Buyer, nor the consummation by Buyer of the transactions contemplated hereby, including the Bank Merger, nor compliance by Buyer with any of the terms or provisions hereof, will (i) violate any provision of the Buyer Articles or the Buyer Regulations, or (ii) assuming that the consents and approvals referred to in Section 4.4 are duly obtained, (A) violate any statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Buyer, any of Buyer Significant Subsidiaries or any of their respective properties or assets or (B) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Buyer or any of Buyer Significant Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Buyer or any of Buyer Significant Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (A) and (B) above) for such violations, conflicts, breaches or defaults which, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Buyer.

4.4 Consents and Approvals. Except for (a) the filing of any required applications, filings and notices, as applicable, with NASDAQ, (b) the filing of any required applications, filings and notices, as applicable, with the Federal Reserve Board under the BHC Act with respect to the Merger, the Bank Merger Act with respect to the Bank Merger and approval of such applications, filings and notices, (c) the filing of any required applications, filings and notices with the ODFI and the IDFI in connection with the Merger and the Bank Merger, as applicable, and approval of such applications, filings and notices, (d) the filing of any required applications, filings or notices with any other state banking or insurance authorities listed on Section 3.4 of the Seller Disclosure Schedule or Section 4.4 of the Buyer Disclosure Schedule and approval of such applications, filings and notices, (e) the filing with the SEC of the Proxy Statement and the S-4 in which the Proxy Statement will be included as a prospectus, and the declaration of effectiveness of the S-4, (f) the filing of the Certificates of Merger with and/or acceptance for record of the Certificates of Merger by the Ohio Secretary pursuant to the ORC and the Articles of Merger by the Indiana Secretary pursuant to the IBCL, respectively, and the filing of the Bank Merger Certificates and (g) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of Buyer Common Stock pursuant to this Agreement and the approval of the listing of such Buyer Common Stock on NASDAQ, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by Buyer of this Agreement or (ii) the consummation by Buyer of the Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, Buyer is not aware of any reason why the necessary regulatory approvals and consents will not be received in order to permit consummation of the Merger and Bank Merger on a timely basis.

4.5 Reports.

(a) Buyer and each of Buyer Subsidiaries have timely filed (or furnished) all reports, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file (or furnish, as applicable) since January 1, 2024 with any Regulatory Agencies, including, without limitation, any report, registration or statement required to be filed (or furnished, as applicable) pursuant to the laws, rules or regulations of the United States, any state, any foreign entity, or any Regulatory Agency, and have paid all fees and assessments due and payable in connection therewith, except where the failure to file (or furnish, as applicable) such report, registration or statement or to pay such fees and assessments, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Buyer. Subject to Section 9.14, except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of Buyer and Buyer Subsidiaries, (i) no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of Buyer, investigation into the business or operations of Buyer or any of Buyer Subsidiaries since January 1, 2024, (ii) there is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations or inspections of Buyer or any of Buyer Subsidiaries, and (iii) there have been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Agency with respect to the business, operations, policies or procedures of Buyer or any of Buyer Subsidiaries since January 1, 2024; in the case of each of clauses (i) through (iii), which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on Buyer.

(b) An accurate copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished by Buyer to the SEC since December 31, 2023 pursuant to the Securities Act or the Exchange Act (the “Buyer Reports”) is publicly available. No such Buyer Report as of the date thereof (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading, except that information filed or furnished as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all Buyer Reports filed under the Securities Act and the Exchange Act complied in all material respects with the published rules and regulations of the SEC with respect thereto. As of the date of this Agreement, no executive officer of Buyer has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act. As of the date of this Agreement, there are no outstanding comments from or unresolved issues raised by the SEC with respect to any of the Buyer Reports.

4.6 Financial Statements.

(a) The financial statements of Buyer and Buyer Subsidiaries included (or incorporated by reference) in the Buyer Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of Buyer and Buyer Subsidiaries, (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders’ equity and consolidated financial position of Buyer and Buyer Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to year-end audit adjustments normal in nature and amount), (iii) complied, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto. The books and records of Buyer and Buyer Subsidiaries have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements and reflect only actual transactions. Since January 1, 2021, no independent public accounting firm of Buyer has resigned (or informed Buyer that it intends to resign) or been dismissed as independent public accountants of Buyer as a result of, or in connection with, any disagreements with Buyer on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b) Except as would not, either individually or in the aggregate, be material to Buyer and Buyer Subsidiaries, taken as a whole, neither Buyer nor any of Buyer Subsidiaries has any liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of Buyer included in its Annual and Quarterly Reports on Form 10-K and Form 10-Q for the fiscal year and quarter ended December 31, 2025 and March 31, 2026, respectively, (including any notes thereto) and for liabilities incurred in the ordinary course of business since December 31, 2025, or in connection with this Agreement and the transactions contemplated hereby.

(c) The records, systems, controls, data and information of Buyer and Buyer Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Buyer or Buyer Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Buyer. Buyer (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) to ensure that material information relating to Buyer, including Buyer Subsidiaries, is made known to the chief executive officer and the chief financial officer of Buyer by others within those entities as appropriate to allow timely decisions regarding required disclosures and to make the certifications required by the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act, and (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to Buyer's outside auditors and the audit committee of Buyer's Board of Directors (A) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which would reasonably be expected to adversely affect Buyer's ability to record, process, summarize and report financial information, and (B) to the knowledge of Buyer, any fraud, whether or not material, that involves management or other employees who have a significant role in Buyer's internal controls over financial reporting. To the knowledge of Buyer, there is no reason to believe that Buyer's outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due and for so long as this Agreement continues in existence.

(d) Since January 1, 2024, (i) neither Buyer nor any of Buyer Subsidiaries, nor, to the knowledge of Buyer, any director, officer, auditor, accountant or representative of Buyer or any of Buyer Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of Buyer or any of Buyer Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Buyer or any of Buyer Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no attorney representing Buyer or any of Buyer Subsidiaries, whether or not employed by Buyer or any of Buyer Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by Buyer or any of its officers, directors, employees or agents to the Board of Directors of Buyer or any committee thereof or, to the knowledge of Buyer, to any director or officer of Buyer.

4.7 Broker's Fees. With the exception of the engagement of Morgan Stanley & Co. LLC neither Buyer nor any Buyer Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions contemplated by this Agreement.

4.8 Absence of Certain Changes or Events.

(a) Since December 31, 2025, no event or events have occurred that have had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on Buyer.

(b) Except in connection with the transactions contemplated by this Agreement, since December 31, 2025 through the date hereof, Buyer and Buyer Significant Subsidiaries have carried on their respective businesses in all material respects in the ordinary course.

4.9 Legal Proceedings.

(a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Buyer, neither Buyer nor any of Buyer Significant Subsidiaries is a party to any, and there are no pending or, to Buyer's knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against Buyer or any of Buyer Significant Subsidiaries or any of their current or former directors or executive officers or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) There is no injunction, order, judgment, decree, or regulatory restriction imposed upon Buyer, any of Buyer Subsidiaries or the assets of Buyer or any of Buyer Subsidiaries (or that, upon consummation of the Merger, would apply to the Surviving Corporation or any of its affiliates) that would reasonably be expected to be material to Buyer and Buyer Subsidiaries, taken as a whole.

4.10 Taxes and Tax Returns. Each of Buyer and Buyer Subsidiaries has duly and timely filed (including all applicable extensions) all material Tax Returns in all jurisdictions in which Tax Returns are required to be filed by it, and all such Tax Returns are true, correct, and complete in all material respects. Neither Buyer nor any of Buyer Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return (other than extensions to file Tax Returns obtained in the ordinary course). All material Taxes of Buyer and Buyer Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of Buyer and Buyer Subsidiaries has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, shareholder, independent contractor or other third party. Neither Buyer nor any of Buyer Subsidiaries has granted any extension or waiver of the limitation period applicable to any material Tax that remains in effect. The federal income Tax Returns of Buyer and Buyer Subsidiaries for all years to and including 2021 have been examined by the Internal Revenue Service or are Tax Returns with respect to which the applicable period for assessment under applicable law, after giving effect to extensions or waivers, has expired. Neither Buyer nor any of Buyer Subsidiaries has received written notice of assessment or a written proposed assessment in connection with any material amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits, examinations or other proceedings regarding any material Tax of Buyer and Buyer Subsidiaries or the assets of Buyer and Buyer Subsidiaries. There are no private letter ruling requests, closing agreements or gain recognition agreements with respect to Taxes requested or executed in the last six (6) years. Neither Buyer nor any of Buyer Subsidiaries is a party to or is bound by any Tax sharing, Tax allocation or Tax indemnification agreement or arrangement (other than such an agreement or arrangement exclusively between or among Buyer and Buyer Subsidiaries). Neither Buyer nor any of Buyer Subsidiaries (a) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was Buyer) or (b) has any liability for the Taxes of any person (other than Buyer or any of Buyer Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise. Neither Buyer nor any of Buyer Subsidiaries has been, within the past two (2) years or otherwise as part of a “plan (or series of related transactions)” within the meaning of Section 355(e) of the Code of which the Merger is also a part, a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intending to qualify for tax-free treatment under Section 355 of the Code. Neither Buyer nor any of Buyer Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(1). At no time during the past five (5) years has Buyer been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code. There are no Tax Liens upon any property or assets of Buyer or any of Buyer Subsidiaries except Liens for current Taxes not yet due and payable that may thereafter be paid without interest or penalty, and Liens for material Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP. No material claim has ever been made by any Governmental Entity in a jurisdiction where Buyer or any of Buyer Subsidiaries does not file Tax Returns that any such entity is, or may be, subject to taxation by that jurisdiction.

4.11 Employee Benefit Plans.

(a) For purposes of this Agreement, “Buyer Benefit Plans” means all employee benefit plans (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, and all stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, retention, bonus, employment, change in control, termination or severance plans, programs, agreements or arrangements, whether written or unwritten, that are maintained, contributed to or sponsored or maintained by, or required to be contributed to, Buyer or any of Buyer Subsidiaries for the benefit of any current or former employee, officer or director of Buyer or any of Buyer Subsidiaries.

(b) Each Buyer Benefit Plan has been established, operated and administered in all material respects in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code.

(c) The IRS has issued a favorable determination letter with respect to each Buyer Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “Buyer Qualified Plans”) and the related trust, or with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the pre-approved plan sponsor, and, to the knowledge of Buyer, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any Buyer Qualified Plan or the related trust.

(d) Neither Buyer, any of Buyer Subsidiaries nor any of their respective ERISA Affiliates has contributed (or had any obligation of any sort) in the last six (6) years to a plan that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA.

(e) None of Buyer, any of Buyer Subsidiaries or any of their respective ERISA Affiliates has, at any time during the last six (6) years, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan, and none of Buyer, any of Buyer Subsidiaries or any of their respective ERISA Affiliates has incurred any material liability to a Multiemployer Plan or a Multiple Employer Plan as a result of a complete or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) from a Multiemployer Plan or a Multiple Employer Plan that has not been satisfied in full.

(f) Neither Buyer nor any of Buyer Subsidiaries sponsors, has sponsored or has any obligation with respect to any employee benefit plan that provides for any post-employment or post-retirement health or medical or life insurance benefits for retired or former employees or their dependents, except as required by Section 4980B of the Code.

(g) All contributions required to be made to any Buyer Benefit Plan by applicable law or by any plan document, and all premiums due or payable with respect to insurance policies funding any Buyer Benefit Plan, for any period through the date hereof, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the books and records of Buyer, except as, either individually or in the aggregate, would not reasonably be expected to result in any material liability to Buyer and Buyer Subsidiaries.

(h) There are no pending or threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations that have been asserted or instituted, and, to Buyer’s knowledge, no set of circumstances exists that may reasonably be expected to give rise to a claim or lawsuit, against the Buyer Benefit Plans, any fiduciaries thereof with respect to their duties to the Buyer Benefit Plans or the assets of any of the trusts under any of the Buyer Benefit Plans, except as, either individually or in the aggregate, would not reasonably be expected to result in any material liability to Buyer and Buyer Subsidiaries.

(i) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) (i) entitle any current or former employee, officer, director or individual independent contractor of Buyer or any of Buyer Subsidiaries to any payment or benefit, (ii) result in, accelerate, cause the vesting, exercisability, funding, payment or delivery of, or increase in the amount or value of, any payment, right or other benefit to any current or former employee, officer, director or independent contractor of Buyer or any of Buyer Subsidiaries, (iii) accelerate the timing of or cause Buyer or any of Buyer Subsidiaries to transfer or set aside any assets to fund any material benefits under any Buyer Benefit Plan, or (iv) result in any limitation on the right of Buyer or any of Buyer Subsidiaries to amend, merge, terminate or receive a reversion of assets from any Buyer Benefit Plan or related trust.

(j) No amount paid or payable (whether in cash, in property, or in the form of benefits) by Buyer or any of Buyer Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an “excess parachute payment” within the meaning of Section 280G of the Code.

(k) Neither Buyer nor any of Buyer Subsidiaries is a party to any plan, program, agreement or arrangement that provides for the gross-up or reimbursement of Taxes imposed under Sections 409A or 4999 of the Code (or any corresponding provisions of state or local law relating to Tax).

(l) No Buyer Benefit Plan is maintained outside the jurisdiction of the United States or covers any Buyer employee who resides or works outside of the United States.

4.12 Employees

(a) There are no pending or, to the knowledge of Buyer, threatened material labor grievances or material unfair labor practice claims or charges against Buyer or any of Buyer Subsidiaries, or any strikes or other material labor disputes against Buyer or any of Buyer Subsidiaries. Neither Buyer nor any of Buyer Subsidiaries is party to or bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of Buyer or any of Buyer Subsidiaries and, to the knowledge of Buyer, there are no organizing efforts by any union or other group seeking to represent any employees of Buyer and Buyer Subsidiaries.

(b) Buyer and Buyer Subsidiaries are in compliance in all material respects with, and since December 31, 2023 have complied in all material respects with, all laws regarding employment and employment practices, terms and conditions of employment, wages and hours, paid sick leave, classification of employees and independent contractors, equitable pay practices, privacy rights, labor disputes, employment discrimination, sexual or racial harassment or discrimination, workers’ compensation or long-term disability policies, retaliation, immigration, family and medical leave, occupational safety and health and other laws in respect of any reduction in force (including notice, information and consultation requirements).

(c) (i) To the knowledge of Buyer, no written allegations of sexual or racial harassment or sexual or race-based misconduct have been made since December 31, 2023 against any employee of Buyer at the level of executive officer and above, (ii) since December 31, 2023, neither Buyer nor any of Buyer Subsidiaries has entered into any settlement agreement related to allegations of sexual or racial harassment or sexual or race-based misconduct by any employee of Buyer at the level of executive officer and above, and (iii) there are no proceedings currently pending or, to the knowledge of Buyer, threatened related to any allegations of sexual or racial harassment or sexual or race-based misconduct by any employee of Buyer at the level of executive officer and above.

4.13 Compliance with Applicable Law. Buyer and each of Buyer Subsidiaries hold, and have at all times since December 31, 2023, held, all licenses, franchises, permits and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where the failure to hold such license, franchise, permit or authorization (nor the failure to pay any fees or assessments) would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Buyer, and, to the knowledge of Buyer, no suspension or cancellation of any such necessary license, franchise, permit or authorization is threatened. Buyer and each of Buyer Subsidiaries have complied in all material respects with and are not in material default or violation under any, applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to Buyer or any of Buyer Subsidiaries, including all laws relating to Personal Data, the GLBA, the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any final regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, and any other laws relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans. Each of Buyer's Subsidiaries that is an insured depository institution has a Community Reinvestment Act rating of "satisfactory" or better. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Buyer, none of Buyer, or any of Buyer Subsidiaries, or, to the knowledge of Buyer, any director, officer, employee, agent or other person acting on behalf of Buyer or any of Buyer Subsidiaries has, directly or indirectly, (a) used any funds of Buyer or any of Buyer Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (b) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Buyer or any of Buyer Subsidiaries, (c) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (d) established or maintained any unlawful fund of monies or other assets of Buyer or any of Buyer Subsidiaries, (e) made any fraudulent entry on the books or records of Buyer or any of Buyer Subsidiaries, or (f) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business to obtain special concessions for Buyer or any of Buyer Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Buyer or any of Buyer Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

4.14 Agreements with Regulatory Agencies. Subject to Section 9.14, neither Buyer nor any of Buyer Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2024, a recipient of any supervisory letter from, or since January 1, 2024, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management or its business (each, whether or not set forth in the Buyer Disclosure Schedule, a "Buyer Regulatory Agreement"), nor has Buyer or any of Buyer Subsidiaries been advised in writing since January 1, 2024, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Buyer Regulatory Agreement.

4.15 Risk Management Instruments. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Buyer, (a) all interest rate swaps, caps, floors, option agreements, futures and forward contracts and other similar derivative transactions and risk management arrangements, whether entered into for the account of Buyer, any of Buyer Subsidiaries or for the account of a customer of Buyer or one of Buyer Subsidiaries, were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of any Regulatory Agency and with counterparties believed to be financially responsible at the time and are legal, valid and binding obligations of Buyer or one of Buyer Subsidiaries enforceable in accordance with their terms (except as may be limited by the Enforceability Exceptions), and are in full force and effect; and (b) Buyer and each of Buyer Subsidiaries have duly performed in all material respects all of their material obligations thereunder to the extent that such obligations to perform have accrued, and, to Buyer's knowledge, there are no material breaches, violations or defaults or allegations or assertions of such by any party thereunder.

4.16 Investment Securities and Commodities.

(a) Each of Buyer and Buyer Subsidiaries has good title in all material respects to all securities and commodities owned by it (except those sold under repurchase agreements), free and clear of any Liens, except as set forth in the financial statements included in the Seller Reports or to the extent such securities and commodities are pledged in the ordinary course of business to secure obligations of Buyer or Buyer Subsidiaries. Such securities and commodities are valued on the books of Buyer in accordance with GAAP in all material respects.

(b) Buyer and Buyer Subsidiaries and their respective businesses employ investment, securities, commodities, risk management and other policies, practices and procedures that Buyer believes are prudent and reasonable in the context of such businesses, and Buyer and Buyer Subsidiaries have, since January 1, 2024, been in compliance with such policies, practices and procedures in all material respects. Prior to the date of this Agreement, Buyer has made available to Seller the material terms of such policies, practices and procedures.

4.17 Related Party Transactions. There are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between Buyer or any of Buyer Subsidiaries, on the one hand, and any current or former director or "executive officer" (as defined in Rule 3b-7 under the Exchange Act) of Buyer or any of Buyer Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) 5% or more of the outstanding Buyer Common Stock (or any of such person's immediate family members or affiliates) (other than Subsidiaries of Buyer) on the other hand, of the type required to be reported in any Buyer Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act (taking into account all relevant instructions and guidance for reporting under Item 404 of Regulation S-K) that have not been so reported on a timely basis.

4.18 State Takeover Laws. The Board of Directors of Buyer has approved this Agreement and the transactions contemplated hereby as required to render inapplicable to such agreements and transactions the provisions of any potentially applicable Takeover Statutes.

4.19 Reorganization. Buyer has not taken any action and is not aware of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

4.20 Buyer Information. The information that is provided by Buyer relating to Buyer and Buyer Subsidiaries to be contained in the Proxy Statement and the S-4, and the information relating to Buyer and Buyer Subsidiaries that is provided by Buyer or its representatives for inclusion in any other document filed with any other Regulatory Agency in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The Proxy Statement (except for such portions thereof that relate only to Seller or any of Seller Subsidiaries) will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. The Proxy Statement and S-4 (except for such portions thereof that relate to Seller or any of Seller Subsidiaries) will comply in all material respects with the provisions of the Securities Act, the Exchange Act and the rules and regulations under the Securities Act and the Exchange Act.

4.21 Information Security. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Buyer, to the knowledge of Buyer, since January 1, 2024, no third party has gained unauthorized access to any Buyer information systems controlled by and material to the operation of the business of Buyer and Buyer Subsidiaries.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

5.1 Conduct of Businesses Prior to the Effective Time. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as expressly contemplated or permitted by this Agreement (including as set forth in the Seller Disclosure Schedule or the Buyer Disclosure Schedule), required by law or as consented to in writing by the other party (such consent not to be unreasonably withheld, conditioned or delayed), (a) Seller shall, and shall cause Seller Subsidiaries to, (i) conduct its business in the ordinary course in all material respects, (ii) use reasonable best efforts to maintain and preserve intact its business organization, employees and advantageous business relationships and (b) each of Buyer and Seller shall, and shall cause Buyer Subsidiaries and Seller Subsidiaries, respectively, to, take no action intended to, or that would reasonably be expected to, result in any of the conditions to the Merger set forth in, in the case of Seller, Section 7.1 or Section 7.2, and in the case of Buyer, Section 7.1 or Section 7.3, not being satisfied in a timely manner, or materially adversely affect, delay or impair its ability to perform its obligations, covenants, and agreements, including, without limitation, the ability of either Seller or Buyer to obtain any necessary approvals of any Regulatory Agency or other Governmental Entity required for the transactions contemplated hereby, under this Agreement or to consummate the transactions contemplated hereby, in each case, except as may be required by applicable law.

5.2 Seller Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the Seller Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, Seller shall not, and shall not permit any of Seller Subsidiaries to, without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed):

(a) other than (i) federal funds borrowings and Federal Home Loan Bank borrowings, in each case with a maturity not in excess of six (6) months, and (ii) deposits, certificates of deposit or other customary banking products such as letters of credit, in each case in the ordinary course of business, incur any indebtedness for borrowed money (other than indebtedness of Seller or any of Seller Subsidiaries to Seller or any of Seller Subsidiaries), or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity;

(b)

(i) adjust, split, combine or reclassify any capital stock;

(ii) make, declare, pay or set a record date for any dividend, or any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or other equity or voting securities or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) or exchangeable into or exercisable for any shares of its capital stock or other equity or voting securities, except quarterly dividends paid by Seller in the ordinary course and consistent with past practices and as contemplated in Section 6.18 and dividends paid by any of the Subsidiaries of Seller to Seller or any Seller Subsidiaries;

(iii) grant any stock options, stock appreciation rights, performance shares, restricted stock units, performance stock units, phantom stock units, restricted shares or other equity-based awards or interests, or grant any person any right to acquire any shares of capital stock or other equity or voting securities of Seller or any of Seller Subsidiaries; or

(iv) issue, sell, transfer, encumber or otherwise permit to become outstanding any shares of capital stock or voting securities or equity interests or securities convertible (whether currently convertible or convertible only after the passage of time of the occurrence of certain events) or exchangeable into, or exercisable for, any shares of its capital stock or other equity or voting securities, including any securities of Seller or any of Seller Subsidiaries, or any options, warrants, or other rights of any kind to acquire any shares of capital stock or other equity or voting securities, including any securities of Seller or any of Seller Subsidiaries, except pursuant to the exercise of stock options or stock appreciation rights or the vesting or settlement of equity compensation awards in accordance with their terms;

(c) sell, transfer, mortgage, encumber or otherwise dispose of any of its material properties or assets to any individual, corporation or other entity other than a wholly-owned Subsidiary, or cancel, release or assign any indebtedness to any such person or any claims held by any such person, in each case other than in the ordinary course of business, or pursuant to contracts or agreements in force at the date of this Agreement;

(d) except for foreclosure or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith in the ordinary course of business, make any material investment in or acquisition of (whether by purchase of stock or other equity securities, contributions to capital, property transfers, merger or consolidation, or formation of a joint venture or otherwise) any other person or the property or assets of any other person, in each case, other than a wholly-owned Subsidiary of Seller;

(e) terminate, materially amend, or waive any material provision of any Seller Contract, make any change in any instrument or agreement governing the terms of any of its securities or enter into any contract that would constitute a Seller Contract if it were in effect on the date of this Agreement;

(f) except as required under applicable law, or the terms of any Seller Benefit Plan existing as of the date hereof or Section 6.6 of this Agreement, (i) enter into, establish, adopt, amend or terminate any Seller Benefit Plan, or any arrangement that would be a Seller Benefit Plan if in effect on the date hereof, other than with respect to broad-based welfare benefit plans (other than severance) in the ordinary course of business consistent with past practice and as would not reasonably be expected to materially increase the cost of benefits under any such Seller Benefit Plan, (ii) increase the compensation or benefits payable to any current or former employee, director or individual consultant, other than increases for current employees with an annual base salary below \$150,000 in connection with a promotion (permitted hereunder) or change in responsibilities, in each case, in the ordinary course of business consistent with past practice and to a level consistent with similarly situated peer employees, (iii) accelerate the vesting of any equity-based awards or other compensation or benefits, (iv) enter into any new, or amend any existing, employment, severance, change in control, retention, collective bargaining agreement or similar agreement or arrangement, (v) fund any rabbi trust or similar arrangement, or in any other way secure the payment of compensation or benefits under any Seller Benefit Plan, as the case may be, (vi) terminate the employment or services of any employee with an annual base salary equal to or in excess of \$150,000, other than for cause, or (vii) hire or promote any employee with an annual base salary equal to or in excess of \$150,000 (other than as a replacement hire or promotion on substantially similar terms of employment as the departed employee), or significantly change the responsibilities assigned to any such employee;

(g) settle any material claim, suit, action or proceeding, except for claims involving solely monetary remedies in an amount and for consideration not in excess of \$200,000, and that would not impose any material restriction on, or create any adverse precedent that would be material to, the business of it or Seller Subsidiaries or the Surviving Corporation;

(h) take any action or knowingly fail to take any action where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code;

(i) amend its articles of incorporation or certificate of incorporation, its bylaws or comparable governing documents of any of the Seller Subsidiaries;

(j) materially restructure or materially change the composition of its investment securities portfolio or derivatives portfolio or its interest rate exposure, through purchases or sales, or the manner in which the portfolio is classified or reported;

(k) implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP;

(l) enter into any new line of business or, other than in the ordinary course of business (which may include partnering with third parties in origination, flow, servicing and other capacities) consistent with past practice, change in any material respect its lending, investment, underwriting, risk and asset liability management and other banking and operating, securitization and servicing policies (including any change in the maximum ratio or similar limits as a percentage of its capital exposure applicable with respect to its loan portfolio or any segment thereof), except as required by applicable law, regulation or policies imposed by any Governmental Entity;

(m) enter into any new credit or new lending relationships greater than \$500,000 that would require an exception to Seller's and Seller Subsidiaries' formal loan policy as in effect as of the date of this Agreement or that are not in compliance with the provisions of such loan policy;

(n) other than incident to a loan restructuring, extend additional credit to any person and any director or officer of, or any owner of a material interest in, such person (any of the foregoing with respect to a person being referred to as a "Borrowing Affiliate") if such person or such Borrowing Affiliate is the obligor under any indebtedness to Seller or any of Seller Subsidiaries which constitutes a nonperforming loan or against any part of such indebtedness Seller or any of Seller Subsidiaries has established loss reserves or any part of which has been charged-off by Seller or any of Seller Subsidiaries;

(o) make application for the opening, relocation or closing of any, or open, relocate or close any, branch office, loan production office or other significant office or operations facility;

(p) merge or consolidate itself or any of Seller Subsidiaries with any other person, or restructure, reorganize or completely or partially liquidate or dissolve it or any of Seller Subsidiaries;

(q) make, change or revoke any material Tax election, change an annual Tax accounting period, adopt or change any material Tax accounting method, file any material amended Tax Return, enter into any closing agreement with respect to a material amount of Taxes, waive or extend any statute of limitations with respect to material Taxes, or settle any material Tax claim, audit, assessment or dispute or surrender any material right to claim a refund of Taxes; or

(r) agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.2.

For purposes of Section 5.2, Buyer shall use commercially reasonable efforts to respond, as promptly as reasonably practicable, to any request in writing from Seller seeking prior written consent of Buyer under Section 5.2.

5.3 Buyer Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the Buyer Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, Buyer shall not, and shall not permit any of Buyer Subsidiaries to, without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed):

(a) amend the Buyer Articles or Buyer Regulations in a manner that would materially and adversely affect the holders of the Seller Common Stock, or adversely affect the holders of the Seller Common Stock relative to other holders of the Buyer Common Stock;

(b) adjust, split, combine or reclassify any capital stock of Buyer or make, declare or pay any extraordinary dividend on any capital stock of Buyer;

(c) incur any indebtedness for borrowed money (other than indebtedness of Buyer or any of Buyer Subsidiaries to Buyer or any of Buyer Subsidiaries) that would reasonably be expected to prevent Buyer or Buyer Subsidiaries from assuming Seller's or Seller Subsidiaries' outstanding indebtedness;

(d) take any action or knowingly fail to take any action where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code; or

(e) agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.3.

For purposes of Section 5.3, Seller shall use commercially reasonable efforts to respond, as promptly as reasonably practicable, to any request in writing from Buyer seeking prior written consent of Seller under Section 5.3.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.1 Regulatory Matters.

(a) Seller and Buyer shall promptly prepare, and Buyer shall file with the SEC, the S-4, in which the Proxy Statement will be included as a prospectus. The parties shall cooperate with each other and use reasonable best efforts to make such filing as promptly as reasonably practicable and, in any event, within forty-five (45) days of the date of this Agreement. Each of Buyer and Seller shall use its reasonable best efforts to have the S-4 declared effective under the Securities Act as promptly as practicable after such filing and to keep the S-4 effective for so long as necessary to consummate the transactions contemplated by this Agreement, and Seller shall thereafter as promptly as practicable mail or deliver the Proxy Statement to its shareholders. Buyer shall also use its reasonable best efforts to obtain all necessary state securities law or “Blue Sky” permits and approvals required to carry out the transactions contemplated by this Agreement, and Seller shall furnish all information concerning Seller and the holders of Seller Common Stock as may be reasonably requested in connection with any such action.

(b) The parties hereto shall cooperate with each other and use their reasonable best efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings (and in the case of applications, notices, petitions and filings in respect of the Requisite Regulatory Approvals, use their reasonable best efforts to make such filings within thirty (30) days of the date of this Agreement), to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Entities which are necessary or advisable to consummate the transactions contemplated by this Agreement (including the Merger and the Bank Merger), and to comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such Governmental Entities. Buyer and Seller shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case subject to applicable laws relating to the exchange of information, all the information relating to Buyer and Seller, as the case may be, and any of their respective Subsidiaries, which appears in any filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. The parties hereto agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated hereby. Each party shall consult with the other in advance of any meeting or conference with any Governmental Entity in connection with the transactions contemplated by this Agreement and to the extent permitted by such Governmental Entity, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences, in each case subject to applicable law. As used in this Agreement, “Requisite Regulatory Approvals” means all regulatory authorizations, consents, orders or approvals (and the expiration or termination of all statutory waiting periods in respect thereof) (i) from the Federal Reserve Board and the ODFI and (ii) set forth in Sections 3.4 and 4.4 that are necessary to consummate the transactions contemplated by this Agreement, including the Merger and the Bank Merger, or those the failure of which to be obtained would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Surviving Corporation.

(c) Each party shall use its reasonable best efforts to resolve any objection that may be asserted by any Governmental Entity with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to require Buyer and Seller or any of their respective Subsidiaries, and neither Buyer and Seller nor any of their respective Subsidiaries shall be permitted (without the written consent of the other party), to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Governmental Entities or Regulatory Agencies that would reasonably be expected to have a material adverse effect on the Surviving Corporation and its Subsidiaries, taken as a whole, after giving effect to the Merger and the Bank Merger (a “Materially Burdensome Regulatory Condition”).

(d) To the extent permitted by applicable law, Buyer and Seller shall, upon request, furnish each other with all information concerning themselves, their Subsidiaries, directors, officers and shareholders and shareholders, as applicable, and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement, the S-4 or any other statement, filing, notice or application made by or on behalf of Buyer, Seller or any of their respective Subsidiaries to any Governmental Entity in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement.

(e) To the extent permitted by applicable law, Buyer and Seller shall promptly advise each other upon receiving any communication from any Governmental Entity whose consent or approval is required for consummation of the transactions contemplated by this Agreement that causes such party to believe that there is a reasonable likelihood that any Requisite Regulatory Approval will not be obtained or that the receipt of any such approval will be materially delayed.

6.2 Access to Information; Confidentiality.

(a) Upon reasonable notice and subject to applicable laws, each of Buyer and Seller, for the purposes of verifying the representations and warranties of the other and preparing for the Merger and the other matters contemplated by this Agreement, shall, and shall cause each of their respective Subsidiaries to, afford to certain mutually agreed-upon Representatives of the other party, access, during normal business hours during the period prior to the Effective Time, to such of its properties, books, contracts, commitments, personnel, information technology systems, and records as are reasonably necessary to verify the representations and warranties of the other, and to prepare for the Merger and the other matters contemplated by this Agreement, and each shall cooperate with the other party in preparing to execute after the Effective Time, the conversion or consolidation of systems and business operations generally, and, during such period, each of Buyer and Seller shall, and shall cause Buyer Subsidiaries and Seller Subsidiaries, respectively, to, make available to the other party (i) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal securities laws or federal or state banking laws (other than reports or documents that Buyer or Seller, as the case may be, is not permitted to disclose under applicable law), and (ii) all other information concerning its business, properties and personnel as such party may reasonably request. Notwithstanding the foregoing, neither Buyer and Seller nor any of their respective Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of Buyer’s or Seller’s, as the case may be, customers, jeopardize the attorney-client privilege of the institution in possession or control of such information (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the parties) or contravene any law, rule, regulation, order, judgment, decree, fiduciary or similar duty or binding agreement entered into prior to the date of this Agreement. The parties hereto will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply. Any access to Personal Data granted pursuant to this Section shall be subject to such additional limitations as Buyer or Seller may reasonably require to prevent disclosure or use of any such Personal Data other than in compliance with applicable privacy laws. Without limiting the generality of the foregoing, none of Buyer, Seller, nor any of their respective Representatives shall disclose to any third party any Personal Data unless the individual(s) to whom that Personal Data pertains has consented to that disclosure.

(b) During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, Seller shall within twenty (20) calendar days of each Measuring Date deliver a consolidated balance sheet and income statement of Seller and a certificate setting forth the Adjusted Tangible Shareholders' Equity as of such Measuring Date. "Adjusted Tangible Shareholders' Equity" shall mean the consolidated shareholders' equity of Seller for the quarter ended June 30, 2026 calculated in accordance with GAAP, plus all earnings of Seller during the period from June 30, 2026 to the applicable Measuring Date. "Measuring Date" shall mean the last day of the month for each month between the date of this Agreement and the Effective Time.

(c) Each of Buyer and Seller shall hold all information furnished by or on behalf of the other party or any of such party's Subsidiaries or Representatives pursuant to Section 6.2(a) or Section 6.2(b) in confidence to the extent required by, and in accordance with, the provisions of the Mutual Confidentiality and Non-Disclosure Agreement, dated as of March 6, 2026, between Buyer and Seller (the "Confidentiality Agreement").

(d) No investigation by either of the parties or their respective Representatives shall affect or be deemed to modify or waive the representations and warranties of the other set forth herein. Nothing contained in this Agreement shall give either party, directly or indirectly, the right to control or direct the operations of the other party prior to the Effective Time. Prior to the Effective Time, each party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

6.3 Shareholder Approval.

(a) Seller shall call, give notice of, convene and hold a meeting of its shareholders (the "Seller Meeting") to be held as soon as reasonably practicable after the S-4 is declared effective, for the purpose of obtaining (i) the Requisite Seller Vote required in connection with the Merger and the other transactions contemplated by this Agreement and (ii) if so desired and mutually agreed, a vote upon other matters of the type customarily brought before a meeting of shareholders in connection with the approval of a merger or the other transactions contemplated by a merger agreement. Seller shall use its reasonable best efforts to cause such meeting to occur as soon as reasonably practicable. The Seller Meeting may be held virtually, subject to applicable law and the organizational documents of Seller.

(b) Subject to Section 6.3(c), Seller and its Board of Directors shall use its reasonable best efforts to obtain from the shareholders of Seller the Requisite Seller Vote, including by communicating to the Seller shareholders the recommendation of Seller's Board of Directors (and including such recommendation in the Proxy Statement) that the shareholders of Seller approve the Merger and the other transactions contemplated by this Agreement (the "Seller Board Recommendation"). Seller and its Board of Directors shall not (i) withhold, withdraw, modify or qualify in a manner adverse to Buyer the Seller Board Recommendation, (ii) fail to make the Seller Board Recommendation in the Proxy Statement, (iii) adopt, approve, recommend or endorse an Acquisition Proposal or publicly announce an intention to adopt, approve, recommend or endorse an Acquisition Proposal, (iv) fail to publicly and without qualification (A) recommend against any Acquisition Proposal or (B) reaffirm the Seller Board Recommendation, in each case within ten (10) business days (or such fewer number of days as remains prior to the Seller Meeting, as applicable) after an Acquisition Proposal is made public or any request by Buyer to do so, or (v) publicly propose to do any of the foregoing (any of the foregoing, a "Recommendation Change").

(c) Subject to Section 8.1 and Section 8.2, if the Board of Directors of Seller, after receiving the advice of its outside counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would more likely than not result in a violation of its fiduciary duties under applicable law to make or continue to make the Seller Board Recommendation, the Board of Directors of Seller may, prior to the receipt of the Requisite Seller Vote, submit the Merger and the other transactions contemplated by this Agreement to its shareholders, without recommendation (which, for the avoidance of doubt, shall constitute a Recommendation Change) (although the resolutions approving this Agreement, the Merger and other transactions contemplated by this Agreement as of the date hereof may not be rescinded or amended), in which event the Board of Directors of Seller may communicate the basis for its lack of a recommendation to its shareholders in the Proxy Statement or an appropriate amendment or supplement thereto to the extent required by law; provided, that the Board of Directors of Seller may not take any actions under this sentence unless it (i) gives Buyer at least five (5) business days' prior written notice of its intention to take such action and a reasonable description of the event or circumstances giving rise to its determination to take such action (including, in the event such action is taken in response to an Acquisition Proposal, the latest material terms and conditions of, and the identity of the third party making, any such Acquisition Proposal, or any amendment or modification thereof, or describe in reasonable detail such other event or circumstances) and (ii) at the end of such notice period, takes into account any amendment or modification to this Agreement proposed by Buyer and, after receiving the advice of its outside counsel and, with respect to financial matters, its outside financial advisors, determines in good faith that it would nevertheless more likely than not result in a violation of its fiduciary duties under applicable law to make or continue to make the Seller Board Recommendation, as the case may be. Any material amendment to any Acquisition Proposal will be deemed to be a new Acquisition Proposal for purposes of this Section 6.3(c) and will require a new notice period as referred to in this Section 6.3(c).

(d) Seller shall adjourn or postpone the Seller Meeting, if, as of the time for which such meeting is originally scheduled, there are insufficient shares of Seller Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting, or if on the date of such meeting Seller has not received proxies representing a sufficient number of shares necessary to obtain the Requisite Seller Vote, and subject to the terms and conditions of this Agreement, Seller shall continue to use reasonable best efforts to solicit proxies from its shareholders in order to obtain the Requisite Seller Vote. Notwithstanding anything to the contrary herein, but subject to the obligation to adjourn or postpone such meeting as set forth in the immediately preceding sentence, unless this Agreement has been terminated in accordance with its terms, the Seller Meeting shall be convened and the Merger and the other transactions contemplated by this Agreement shall be submitted to the shareholders of Seller at the Seller Meeting, and nothing contained herein shall be deemed to relieve Seller of such obligation.

6.4 Legal Conditions to Merger. Subject in all respects to Section 6.1 of this Agreement, each of Buyer and Seller shall, and shall cause Buyer Subsidiaries and Seller Subsidiaries, respectively, to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal and regulatory requirements that may be imposed on such party or its Subsidiaries with respect to the Merger and the Bank Merger and, subject to the conditions set forth in Article VII hereof, to consummate the transactions contemplated by this Agreement, including the Merger and the Bank Merger, and (b) to obtain (and to cooperate with the other party to obtain) any material consent, authorization, order or approval of, or any exemption by, any Governmental Entity and any other third party that is required to be obtained by Buyer or Seller or any of their respective Subsidiaries in connection with the Merger and the Bank Merger and the other transactions contemplated by this Agreement.

6.5 Stock Exchange Listing.

(a) Buyer shall cause the shares of Buyer Common Stock to be issued in the Merger to be approved for listing on NASDAQ, subject to official notice of issuance, prior to the Effective Time.

(b) Prior to the Closing Date, Seller shall cooperate with Buyer and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable laws and rules and policies of NASDAQ to enable the delisting by the Surviving Corporation of Seller Common Stock from NASDAQ and the deregistration of Seller Common Stock under the Exchange Act as promptly as practicable after the Effective Time.

6.6 Employee Matters.

(a) Buyer, as the Surviving Corporation, shall provide the employees of Seller and Seller Subsidiaries as of the Effective Time who remain employed with Buyer or Buyer Subsidiaries (the "Continuing Employees"), during the period commencing at the Effective Time and ending on the first anniversary of the Effective Time (the "Continuation Period"), with the following: (i) annual base salary or wages, as applicable, that are no less favorable than the annual base salary or wages in effect for each such Continuing Employee immediately prior to the Effective Time; (ii) all employee statutory entitlements; and (iii) all employee benefits (other than severance, which will be provided as set forth in Section 6.6(b)), and other compensation (including incentive compensation), in each case substantially comparable in the aggregate to that provided to similarly situated employees of Buyer and Buyer Subsidiaries.

(b) Buyer, as the Surviving Corporation, shall provide the employees of Seller and Seller Subsidiaries as of the Effective Time with severance benefits as set forth on Section 6.6(b) of the Seller Disclosure Schedule.

(c) With respect to any employee benefit plans of Buyer or Buyer Subsidiaries in which any Continuing Employees become eligible to participate on or after the Effective Time (the “New Plans”), Buyer, as the Surviving Corporation, and its Subsidiaries shall (i) use commercially reasonable efforts to waive all pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to such employees and their eligible dependents under any New Plans, except to the extent such pre-existing conditions, exclusions or waiting periods would apply under the analogous Seller Benefit Plan, (ii) use commercially reasonable efforts to mitigate the impact on each such employee and their eligible dependents with respect to any co-payments or coinsurance and deductibles paid prior to the Effective Time under a Seller Benefit Plan that provides health care benefits in satisfying any applicable deductible, co-payment, coinsurance or maximum out-of-pocket requirements under any New Plans, (iii) recognize all service of such employees with Seller and Seller Subsidiaries for all purposes in any New Plan to the same extent that such service was taken into account under the analogous Seller Benefit Plan prior to the Effective Time and (iv) honor any accrued paid time off, vacation or other approved leave; provided, that the foregoing service recognition shall not apply (A) to the extent it would result in duplication of benefits for the same period of service, (B) for purposes of any defined benefit pension plan, or (C) for purposes of any benefit plan that is a frozen plan or provides grandfathered benefits. Seller will provide the information reasonably necessary for Buyer to recognize annual co-payments, coinsurance, deductibles and out-of-pocket expenses in accordance with this Section 6.6(c) no later than fifteen (15) days prior to the Closing Date.

(d) With respect to any 401(k) plan sponsored or maintained by Seller and Seller Subsidiaries, including, without limitation, the Peoples Bank Employees’ Savings & Profit Sharing Plan and Trust (each, a “Seller 401(k) Plan”) that offers a company stock fund as an investment option, Seller shall cause any such company stock fund(s) to be “frozen” to any new investments as of ten (10) business days prior to the Effective Time. Prior to the freezing of any such company stock fund(s), Seller shall provide Seller 401(k) Plan participants with any and all notices required by law with respect to such change in investment availability. Upon and after the date of the freezing of such company stock fund(s), no participant may direct that any portion of such participant’s individual account balance under any Seller 401(k) Plan that is not currently invested in a company stock fund be transferred to or invested in any company stock fund. Further, Seller shall cause any Seller 401(k) Plan to be terminated effective as of the day immediately prior to the Effective Time and contingent upon the occurrence of the Closing. In accordance with such termination, (i) Seller shall provide Buyer with evidence that such plan has been terminated (the form and substance of which shall be subject to reasonable review and comment by Buyer) not later than two (2) business days immediately preceding the Effective Time, and (ii) the Continuing Employees of Seller shall be eligible to participate, effective as of the Effective Time or as soon as administratively practicable thereafter, in a 401(k) plan sponsored or maintained by Buyer or one of its Subsidiaries (a “Buyer 401(k) Plan”). Buyer and Seller shall take any and all actions as may be required, including amendments to any Seller 401(k) Plan and/or Buyer 401(k) Plan, to permit the Continuing Employees of Seller who are then actively employed to make rollover contributions to the Buyer 401(k) Plan of “eligible rollover distributions” (within the meaning of Section 401(a)(31) of the Code) in the form of cash, notes (in the case of loans) or a combination thereof.

(e) Buyer, as the Surviving Corporation, shall assume and honor the Seller Benefit Plans set forth on Section 6.6(e) of the Seller Disclosure Schedule in accordance with their terms. Seller agrees that the transactions contemplated by this Agreement shall constitute a “change in control”, “change of control” or other similar concept under any Seller Benefit Plan, and prior to the Effective Time, the Seller Board of Directors or Seller Compensation Committee shall be empowered to take such action as necessary to declare such status under such Seller Benefit Plans.

(f) Nothing in this Agreement shall confer upon any employee, officer, director or consultant of Seller, Buyer or any of their respective Subsidiaries or affiliates any right to continue in the employ or service of the Surviving Corporation, Seller, Buyer or any Subsidiary or affiliate thereof, or shall interfere with or restrict in any way the rights of the Surviving Corporation, Seller, Buyer or any Subsidiary or affiliate thereof to discharge or terminate the services of any employee (including any Continuing Employee), officer or consultant of the Surviving Corporation, Seller, Buyer or any of their respective Subsidiaries or affiliates at any time for any reason whatsoever, with or without cause. Nothing in this Agreement shall be deemed to (i) establish, amend, or modify any Seller benefit plan, Buyer benefit plan, New Plan or any other benefit or employment plan, program, agreement or arrangement, or (ii) alter or limit the ability of the Surviving Corporation or any of its Subsidiaries or affiliates to amend, modify or terminate any particular Seller benefit plan, Buyer benefit plan, New Plan or any other benefit or employment plan, program, agreement or arrangement after the Effective Time. Without limiting the generality of Section 9.11, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, including, without limitation, any current or former employee, officer, director or consultant of Seller, Buyer or any of their respective Subsidiaries or affiliates, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Immediately prior to the Closing, Seller will terminate and liquidate the Post-2004 Deferred Compensation Plan for the Directors of Seller Bank, the Seller Bank Unqualified Deferred Compensation Plan, and any and all other deferred compensation arrangements.

6.7 Indemnification; Directors’ and Officers’ Insurance.

(a) From and after the Effective Time, the Surviving Corporation shall indemnify and hold harmless and shall advance expenses as incurred, in each case to the extent (subject to applicable law) such persons are indemnified, held harmless or entitled to such advancement of expenses as of the date of this Agreement by Seller pursuant to the Seller Articles, Seller Bylaws, the governing or organizational documents of any Subsidiary of Seller, any indemnification agreements in existence as of the date hereof that have been disclosed to Buyer or the IBCL, each present and former director, officer or employee of Seller and Seller Subsidiaries (in each case, when acting in such capacity) (collectively, the “Seller Indemnified Parties”) against any costs or expenses (including reasonable attorneys’ fees), judgments, fines, losses, damages, liabilities and other amounts incurred in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, whether arising before or after the Effective Time, arising out of the fact that such person is or was a director, officer or employee of Seller or any of Seller Subsidiaries and pertaining to matters existing or occurring at or prior to the Effective Time, including the transactions contemplated by this Agreement; provided, that in the case of advancement of expenses, the Seller Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Seller Indemnified Party is not entitled to indemnification.

(b) For a period of six (6) years after the Effective Time, the Surviving Corporation shall cause to be maintained in effect the current policies of directors' and officers' liability insurance maintained by Seller (provided, that the Surviving Corporation may substitute therefor policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the insured) with respect to claims against the present and former officers and directors of Seller or any of Seller Subsidiaries arising from facts or events which occurred at or before the Effective Time; provided, that the Surviving Corporation shall not be obligated to expend, on an annual basis, an amount in excess of 300% of the current annual premium paid as of the date hereof by Seller for such insurance (the "Premium Cap"), and if such premiums for such insurance would at any time exceed the Premium Cap, then the Surviving Corporation shall cause to be maintained policies of insurance which, in the Surviving Corporation's good faith determination, provide the maximum coverage available at an annual premium equal to the Premium Cap. Seller will reasonably cooperate with Buyer to effectuate the obligations set forth in this Section 6.7(b), including, but not limited to, providing Buyer with an agent of record or similar instrument.

(c) The provisions of this Section 6.7 shall survive the Effective Time and are intended to be for the benefit of, and shall be enforceable by, each Seller Indemnified Party and his or her heirs and representatives. If the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving person of such consolidation or merger, or (ii) transfers all or substantially all of its assets or deposits to any other person or engages in any similar transaction, then in each such case the Surviving Corporation will cause proper provision to be made so that the successors and assigns of the Surviving Corporation will expressly assume the obligations set forth in this Section 6.7.

6.8 Additional Agreements. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement (including any merger between a Subsidiary of Buyer, on the one hand, and a Subsidiary of Seller, on the other) or to vest the Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises of any of the parties to the Merger or the Bank Merger, the proper officers and directors of each party to this Agreement and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by Buyer.

6.9 Advice of Changes. Buyer and Seller shall each promptly advise the other party of any effect, change, event, circumstance, condition, occurrence or development (a) that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on it or (b) that it believes would or would reasonably be expected to cause or constitute a material breach of any of its representations, warranties, obligations, covenants or agreements contained herein that reasonably could be expected to give rise, individually or in the aggregate, to the failure of a condition in Article VII; provided, that any failure to give notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a violation of this Section 6.9 or the failure of any condition set forth in Section 7.2 or 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the party failing to give such notice, in each case unless the underlying breach would independently result in a failure of the conditions set forth in Section 7.2 or 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.9 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to the party receiving such notice.

6.10 Shareholder Litigation. Each party shall give the other party prompt notice of any shareholder litigation (including any demand letter) against such party or its Subsidiaries, directors or officers relating to the transactions contemplated by this Agreement. Seller shall (a) give Buyer the opportunity to participate at Buyer's expense in the defense or settlement of any such litigation, (b) give Buyer a reasonable opportunity to review and comment on all filings or responses to be made in connection with any such litigation, and will in good faith take such comments into account and (c) not agree to settle any such litigation without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Buyer shall not be obligated to consent to any settlement which does not include a full release of Buyer and its affiliates or which imposes an injunction or other equitable relief after the Effective Time upon the Surviving Corporation or any of its affiliates.

6.11 Acquisition Proposals.

(a) Seller agrees that it will not, and will cause each of Seller Subsidiaries and its and their officers, directors, employees, agents, advisors and representatives (such individuals with respect to either party, collectively, “Representatives”) not to, directly or indirectly, (i) initiate, solicit, knowingly encourage or knowingly facilitate inquiries or proposals with respect to any Acquisition Proposal, (ii) engage or participate in any negotiations with any person concerning any Acquisition Proposal, (iii) provide any confidential or nonpublic information or data to, or have or participate in any discussions with, any person relating to any Acquisition Proposal or (iv) unless this Agreement has been terminated in accordance with its terms, approve or enter into any term sheet, letter of intent, indication of interest, commitment, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement (whether written or oral, binding or nonbinding) (other than a confidentiality agreement referred to and entered into in accordance with this Section 6.11) in connection with or relating to any Acquisition Proposal. Notwithstanding the foregoing, in the event that after the date of this Agreement and prior to the receipt of the Requisite Seller Vote, Seller receives an unsolicited bona fide written Acquisition Proposal that did not result from or arise in connection with a breach of this Section 6.11, Seller may, and may permit Seller Subsidiaries and its and Seller Subsidiaries’ Representatives to, furnish or cause to be furnished confidential or nonpublic information or data and participate in such negotiations or discussions with the person making the Acquisition Proposal if the Board of Directors of Seller concludes in good faith (after receiving the advice of its outside counsel, and with respect to financial matters, its outside financial advisors) that failure to take such actions would be more likely than not to result in a violation of its fiduciary duties under applicable law; provided, that, prior to furnishing any confidential or nonpublic information permitted to be provided pursuant to this sentence, Seller shall have entered into a confidentiality agreement with the person making such Acquisition Proposal on terms no less favorable to it than the Confidentiality Agreement, which confidentiality agreement shall not provide such person with any exclusive right to negotiate with Seller. Seller will, and will cause Seller Subsidiaries and Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any person other than Buyer with respect to any Acquisition Proposal. Seller will promptly (within twenty-four (24) hours) advise Buyer following receipt of any Acquisition Proposal or any inquiry which could reasonably be expected to lead to an Acquisition Proposal, and the substance thereof (including the terms and conditions of and the identity of the person making such inquiry or Acquisition Proposal), will provide Buyer with an unredacted copy of any such Acquisition Proposal and any draft agreements, proposals or other materials received from or on behalf of the person making such inquiry or Acquisition Proposal in connection with such inquiry or Acquisition Proposal, and will keep Buyer apprised of any related developments, discussions and negotiations on a current basis, including any amendments to or revisions of the terms of such inquiry or Acquisition Proposal. Seller shall use its reasonable best efforts to enforce any existing confidentiality or standstill agreements to which it or any of Seller Subsidiaries is a party in accordance with the terms thereof. As used in this Agreement, “Acquisition Proposal” means other than the transactions contemplated by this Agreement, any offer, proposal or inquiry relating to, or any third party indication of interest in, (A) any acquisition or purchase, direct or indirect, of 25% or more of the consolidated assets of Seller and Seller Subsidiaries or 25% or more of any class of equity or voting securities of Seller or Seller Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Seller, (B) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such third party beneficially owning 25% or more of any class of equity or voting securities of Seller or Seller Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Seller, or (C) a merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Seller or Seller Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Seller. As used in this Agreement, “Superior Proposal” means a bona fide, written Acquisition Proposal that the Board of Directors of Seller has determined in good faith (after consultation with its outside counsel and outside financial advisors) is more favorable from a financial point of view to the holders of Seller Common Stock than the Merger and the other transactions contemplated by this Agreement (taking into account any amendment or modification to this Agreement proposed by Buyer pursuant to Section 6.3(c)) and all financial, legal, regulatory, timing, financing, conditionality and other aspects of such proposal and of this Agreement that the Board of Directors of Seller deems relevant); provided, that for purposes of this definition, each reference in the definition of “Acquisition Proposal” to “25%” shall be deemed to be a reference to “50%.”

(b) Nothing contained in this Agreement shall prevent Seller or its Board of Directors from complying with Rules 14d-9 and 14e-2 under the Exchange Act with respect to an Acquisition Proposal; provided, that such rules will in no way eliminate or modify the effect that any action pursuant to such rules would otherwise have under this Agreement.

6.12 Public Announcements. Seller and Buyer agree that the initial press release with respect to the execution and delivery of this Agreement shall be a release mutually agreed to by the parties. Thereafter, each of the parties agrees that no public release or announcement or statement concerning this Agreement or the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), except (a) as required by applicable law or the rules or regulations of any applicable Governmental Entity or stock exchange to which the relevant party is subject, in which case the party required to make the release or announcement shall consult with the other party about, and allow the other party reasonable time to comment on, such release or announcement in advance of such issuance or (b) for such releases, announcements or statements that are consistent with other such releases, announcement or statements made after the date of this Agreement in compliance with this Section 6.12.

6.13 Change of Method. Seller and Buyer shall be empowered, upon their mutual agreement, at any time prior to the Effective Time, to change the method or structure of effecting the combination of Seller and Buyer (including the provisions of Article I), if and to the extent they both deem such change to be necessary, appropriate or desirable; provided, that unless this Agreement is amended by agreement of each party in accordance with Section 9.2, no such change shall (a) alter or change the Exchange Ratio or the number of shares of Buyer Common Stock received by holders of Seller Common Stock in exchange for each share of Seller Common Stock, (b) adversely affect the Tax treatment of holders of Seller Common Stock or Buyer Common Stock pursuant to this Agreement, (c) adversely affect the Tax treatment of Seller or Buyer pursuant to this Agreement or (d) materially impede or delay the consummation of the transactions contemplated by this Agreement in a timely manner. The parties agree to reflect any such change in an appropriate amendment to this Agreement executed by both parties in accordance with Section 9.2.

6.14 Restructuring Efforts. If Seller shall have failed to obtain the Requisite Seller Vote at the duly convened Seller Meeting or any adjournment or postponement thereof, each of the parties shall in good faith use its reasonable best efforts to negotiate a restructuring of the transactions contemplated by this Agreement, including by merging Seller into a newly created wholly owned subsidiary of Buyer (it being understood that neither party shall have any obligation to alter or change any material terms, including the Exchange Ratio or the amount or kind of the consideration to be issued to holders of the capital stock of Seller as provided for in this Agreement, in a manner adverse to such party or its shareholders) and/or resubmit the Merger and the other transactions contemplated by this Agreement (or such transactions as restructured pursuant to this Section 6.14) to Seller's shareholders for approval.

6.15 Takeover Statutes. None of Seller, Buyer or their respective Boards of Directors shall take any action that would cause any Takeover Statute to become applicable to this Agreement, the Merger, or any of the other transactions contemplated hereby, and each shall take all necessary steps to exempt (or ensure the continued exemption of) the Merger and the other transactions contemplated hereby from any applicable Takeover Statute now or hereafter in effect. If any Takeover Statute may become, or may purport to be, applicable to the transactions contemplated hereby, each party shall, and shall cause the members of its Board of Directors to, grant such approvals and take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on any of the transactions contemplated by this Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Statute.

6.16 Exemption from Liability under Section 16(b). Buyer and Seller agree that, in order to most effectively compensate and retain Seller Section 16 Individuals, both prior to and after the Effective Time, it is desirable that Seller Section 16 Individuals not be subject to a risk of liability under Section 16(b) of the Exchange Act to the fullest extent permitted by applicable law in connection with the conversion of shares of Seller Common Stock into Buyer Common Stock in connection with the Merger, and for that compensatory and retentive purpose agree to the provisions of this Section 6.16. Seller shall deliver to Buyer in a reasonably timely fashion prior to the Effective Time accurate information regarding those officers and directors of Seller subject to the reporting requirements of Section 16(a) of the Exchange Act (the “Seller Section 16 Individuals”), and the Board of Directors of Buyer and of Seller, or a committee of non-employee directors thereof (as such term is defined for purposes of Rule 16b-3(d) under the Exchange Act), shall reasonably promptly thereafter, and in any event prior to the Effective Time, take all such steps as may be required to cause (in the case of Seller) any dispositions of Seller Common Stock by the Seller Section 16 Individuals, and (in the case of Buyer) any acquisitions of Buyer Common Stock by any Seller Section 16 Individuals who, immediately following the Merger, will be officers or directors of the Surviving Corporation subject to the reporting requirements of Section 16(a) of the Exchange Act, in each case pursuant to the transactions contemplated by this Agreement, to be exempt from liability pursuant to Rule 16b-3 under the Exchange Act to the fullest extent permitted by applicable law.

6.17 Certain Tax Matters.

(a) Each of Buyer and Seller shall use its reasonable best efforts to cause the Merger to qualify as a “reorganization” within the meaning of Section 368(a) of the Code. Each of Buyer and Seller shall use its reasonable best efforts and shall cooperate with one another to obtain the opinions of counsel referred to in Section 7.2(c) and Section 7.3(c). In connection with the foregoing, (i) Seller shall deliver to the counsel that is delivering the opinion referred to in Section 7.2(c) and Section 7.3(c) a duly executed letter of representation customary for transactions of this type and reasonably satisfactory to such counsel, and (ii) Buyer shall deliver to the counsel that is delivering the opinion referred to in Section 7.2(c) and Section 7.3(c) a duly executed letter of representation customary for transactions of this type and reasonably satisfactory to such counsel, in the case of each of clauses (i) and (ii), at such times as such counsel shall reasonably request.

(b) Each party hereto shall report the Merger as a “reorganization” within the meaning of Section 368(a) of the Code on all applicable Tax Returns, unless otherwise required pursuant to a “determination” within the meaning of Section 1313(a) of the Code.

6.18 Dividends. After the date of this Agreement, Seller acknowledges that it shall coordinate with Buyer regarding the declaration and payment of any dividends in respect of Seller Common Stock and the record dates and payment dates relating thereto, it being the intention of the parties hereto that holders of Seller Common Stock shall not receive two regular quarterly dividends, or fail to receive one dividend, for any quarter with respect to their shares of Seller Common Stock and any shares of Buyer Common Stock any such holder receives in exchange therefor in the Merger.

ARTICLE VII

CONDITIONS PRECEDENT

7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

- (a) Shareholder Approvals. This Agreement shall have been approved by the shareholders of Seller by the Requisite Seller Vote.
- (b) NASDAQ Listing. The shares of Buyer Common Stock that shall be issuable pursuant to this Agreement shall have been authorized for listing on NASDAQ, subject to official notice of issuance.
- (c) Regulatory Approvals. (i) All Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated, and (ii) no such Requisite Regulatory Approval shall have resulted in the imposition of any Materially Burdensome Regulatory Condition.
- (d) S-4. The S-4 shall have become effective under the Securities Act and no stop order suspending the effectiveness of the S-4 shall have been issued and no proceedings for such purpose shall have been initiated or threatened by the SEC and not withdrawn.
- (e) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger, the Bank Merger or any of the other transactions contemplated by this Agreement shall be in effect. No law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any Governmental Entity that prohibits or makes illegal consummation of the Merger, the Bank Merger or any of the other transactions contemplated by this Agreement.

7.2 Conditions to Obligations of Buyer. The obligation of Buyer to effect the Merger is also subject to the satisfaction or waiver by Buyer at or prior to the Effective Time of the following conditions:

- (a) Representations and Warranties. The representations and warranties of Seller set forth in Sections 3.2(a) (Capitalization) and 3.8(a) (Absence of Certain Changes or Events) (in each case after giving effect to the lead-in to Article III) shall be true and correct (other than, in the case of Section 3.2(a), such failures to be true and correct as are *de minimis*) in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties are expressly made as of another date, in which case as of such date), and the representations and warranties of Seller set forth in Sections 3.1(a) (Corporate Organization), 3.1(b) (Corporate Organization; Subsidiaries), 3.2(b) (Capitalization; Subsidiaries), 3.3(a) (Authority; No Violation) and 3.7 (Broker's Fees) (in each case, read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article III) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties are expressly made as of another date, in which case as of such date). All other representations and warranties of Seller set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article III) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties are expressly made as of another date, in which case as of such date); provided, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would reasonably be expected to have a Material Adverse Effect on Seller or the Surviving Corporation. Buyer shall have received a certificate signed on behalf of Seller by the Chief Executive Officer and the Chief Financial Officer of Seller to the foregoing effect.

(b) Performance of Obligations of Seller. Seller shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Effective Time, and Buyer shall have received a certificate signed on behalf of Seller by the Chief Executive Officer and the Chief Financial Officer of Seller to such effect.

(c) Federal Tax Opinion. Buyer shall have received the opinion of Squire Patton Boggs (US) LLP, in form and substance reasonably satisfactory to Buyer, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of Buyer and Seller, reasonably satisfactory in form and substance to such counsel.

(d) FIRPTA Certificate. Seller shall have delivered to Acquiror a properly executed statement from Seller that meets the requirements of Treasury Regulations Section 1.1445-2(c)(3) and 1.897-2(h), dated as of the Closing Date in a form and substance reasonably acceptable to Buyer.

7.3 Conditions to Obligations of Seller. The obligation of Seller to effect the Merger is also subject to the satisfaction or waiver by Seller at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer set forth in Sections 4.2(a) (Capitalization) and 4.8(a) (Absence of Certain Changes or Events) (in each case, after giving effect to the lead-in to Article IV) shall be true and correct (other than, in the case of Section 4.2(a), such failures to be true and correct as are *de minimis*) in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties are expressly made as of another date, in which case as of such date), and the representations and warranties of Buyer set forth in Sections 4.1(a) (Corporate Organization), 4.1(b) (Corporate Organization; Subsidiaries) (with respect to Significant Subsidiaries only), 4.2(b) (Capitalization; Subsidiaries) (with respect to Significant Subsidiaries only), 4.3(a) (Authority; No Violation) and 4.7 (Broker’s Fees) (in each case, read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties are expressly made as of another date, in which case as of such date). All other representations and warranties of Buyer set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties are expressly made as of another date, in which case as of such date), provided, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would reasonably be expected to have a Material Adverse Effect on Buyer. Seller shall have received a certificate signed on behalf of Buyer by the Chief Executive Officer and the Chief Financial Officer of Buyer to the foregoing effect.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Effective Time, and Seller shall have received a certificate signed on behalf of Buyer by the Chief Executive Officer and the Chief Financial Officer of Buyer to such effect.

(c) Federal Tax Opinion. Seller shall have received the opinion of Barack Ferrazzano Kirschbaum & Nagelberg LLP, in form and substance reasonably satisfactory to Seller, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of Buyer and Seller, reasonably satisfactory in form and substance to such counsel.

ARTICLE VIII

TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after receipt of the Requisite Seller Vote:

(a) by mutual written consent of Buyer and Seller;

(b) by either Buyer or Seller if any Governmental Entity that must grant a Requisite Regulatory Approval has denied approval of the Merger or the Bank Merger and such denial has become final and nonappealable or any Governmental Entity of competent jurisdiction shall have issued a final and nonappealable order, injunction, decree or other legal restraint or prohibition permanently enjoining or otherwise prohibiting or making illegal the consummation of the Merger or the Bank Merger, unless the failure to obtain a Requisite Regulatory Approval shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein;

(c) by either Buyer or Seller if the Merger shall not have been consummated on or before the date that is the twelve (12) month anniversary of the date of this Agreement (the “Termination Date”), unless the failure of the Closing to occur by such date shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein;

(d) by either Buyer or Seller (provided, that the terminating party is not then in material breach of any representation, warranty, obligation, covenant or other agreement contained herein) if there shall have been a breach of any of the obligations, covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true) set forth in this Agreement on the part of Seller, in the case of a termination by Buyer, or Buyer, in the case of a termination by Seller, which breach or failure to be true, either individually or in the aggregate with all other breaches by such party (or failures of such representations or warranties to be true), would constitute, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.2, in the case of a termination by Buyer, or Section 7.3, in the case of a termination by Seller, and which is not cured within forty-five (45) days following written notice to Seller, in the case of a termination by Buyer, or Buyer, in the case of a termination by Seller, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the Termination Date);

(e) by Buyer prior to such time as the Requisite Seller Vote is obtained, if (i) Seller or the Board of Directors of Seller shall have made a Recommendation Change or (ii) Seller or the Board of Directors of Seller shall have breached its obligations under Section 6.3 or 6.11 in any material respect; or

(f) by Seller, prior to such time as the Requisite Seller Vote is obtained, in order to enter into a definitive agreement providing for a Superior Proposal, if Seller has complied in all material respects with Section 6.11 and the applicable provisions of Section 6.3(c) with respect to such Superior Proposal.

The party desiring to terminate this Agreement pursuant to clauses (b) through (f) of this Section 8.1 shall give written notice of such termination to the other party in accordance with Section 9.5, specifying the provision or provisions hereof pursuant to which such termination is effected.

8.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Buyer or Seller as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Buyer, Seller, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that (i) Section 6.2(c), Section 6.12 and this Section 8.2 and Article IX (other than Section 9.1) shall survive any termination of this Agreement, and (ii) notwithstanding anything to the contrary contained in this Agreement, neither Buyer nor Seller shall be relieved or released from any liabilities or damages arising out of its fraud or its willful and material breach of any provision of this Agreement.

(b) In the event that after the date of this Agreement and prior to the termination of this Agreement, a bona fide Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors or senior management of Seller or shall have been made directly to the shareholders of Seller generally or any person shall have publicly announced (and not withdrawn at least two (2) business days prior to the Seller Meeting) an Acquisition Proposal, in each case with respect to Seller and (A) (1) thereafter this Agreement is terminated by either Buyer or Seller pursuant to Section 8.1(c) without the Requisite Seller Vote having been obtained (and all other conditions set forth in Sections 7.1 and 7.3 were satisfied or were capable of being satisfied prior to such termination) or (2) thereafter this Agreement is terminated by Buyer pursuant to Section 8.1(d) as a result of a willful breach by Seller, and (B) prior to the date that is twelve (12) months after the date of such termination, Seller enters into a definitive agreement or consummates a transaction with respect to an Acquisition Proposal (whether or not the same Acquisition Proposal as that referred to above), then Seller shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay Buyer, by wire transfer of same day funds, a fee equal to \$9,000,000 (the "Termination Fee Amount"); provided, that for purposes of this Section 8.2(b), all references in the definition of Acquisition Proposal to "twenty-five percent (25%)" shall instead refer to "fifty percent (50%)".

(c) In the event that this Agreement is terminated by Buyer pursuant to Section 8.1(e) or by Seller pursuant to Section 8.1(f), then Seller shall pay by wire transfer of same day funds, the Termination Fee Amount within two (2) business days of the date of such termination.

(d) Notwithstanding anything to the contrary herein, but without limiting the right of Buyer to recover liabilities or damages arising out of Seller's fraud or its willful and material breach of any provision of this Agreement, in no event shall Seller be required to pay the Termination Fee Amount more than once.

(e) Each of Buyer and Seller acknowledges that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the other party would not enter into this Agreement; accordingly, if Seller fails promptly to pay the amount due pursuant to this Section 8.2, and, in order to obtain such payment, Buyer commences a suit that results in a judgment against Seller for the Termination Fee Amount or any portion thereof, Seller shall pay the costs and expenses of Buyer (including reasonable attorneys' fees and expenses) in connection with such suit. In addition, if Seller fails to pay the amounts payable pursuant to this Section 8.2, then Seller shall pay interest on such overdue amounts (for the period commencing as of the date that such overdue amount was originally required to be paid and ending on the date that such overdue amount is actually paid in full) at a rate per annum equal to the "prime rate" published in *The Wall Street Journal* on the date on which such payment was required to be paid and ending on the date that such overdue amount is actually paid. The amounts payable by Seller pursuant to Section 8.2(b), Section 8.2(c) and this Section 8.2(e), constitute liquidated damages and not a penalty, and except in the case of fraud or willful and material breach, shall be the sole monetary remedy of Buyer in the event of a termination of this Agreement specified in such applicable section.

ARTICLE IX

GENERAL PROVISIONS

9.1 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement (other than the Confidentiality Agreement, which shall survive in accordance with its terms) shall survive the Effective Time, except for Section 6.7 and for those other covenants and agreements contained herein and therein which by their terms apply or are to be performed in whole or in part after the Effective Time.

9.2 Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties hereto at any time before or after the receipt of the Requisite Seller Vote; provided, that after approval of the Merger and the other transactions contemplated by this Agreement by the shareholders of Seller, there may not be, without further approval of the shareholders of Seller, any amendment of this Agreement that requires such further approval under applicable law. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties hereto.

9.3 Extension; Waiver. At any time prior to the Effective Time, each of the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by such other party pursuant hereto, and (c) waive compliance with any of the agreements or satisfaction of any conditions for its benefit contained herein; provided, that after the receipt of the Requisite Seller Vote, there may not be, without further approval of the shareholders of Seller, as applicable, any extension or waiver of this Agreement or any portion thereof that requires such further approval under applicable law. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4 Expenses. Except as otherwise provided in Section 8.2, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense; provided, that the costs and expenses of printing and mailing the Proxy Statement and all filing and other fees paid to the SEC or any other Governmental Entity in connection with the Merger shall be borne equally by Buyer and Seller.

9.5 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by e-mail, upon confirmation of receipt, (b) on the first (1st) business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to Buyer, to:

First Financial Bancorp.
255 East 5th Street, Suite 2900
Cincinnati, OH 45202
Attention: Karen B. Woods, General Counsel and Chief Administrative Officer
Email: karen.woods@bankatfirst.com

With a copy (which shall not constitute notice) to:

Squire Patton Boggs (US) LLP
201 E. Fourth Street, Suite 1900
Cincinnati, OH 45202
Attention: James J. Barresi
Email: James.Barresi@squirepb.com

if to Seller, to:

Finward Bancorp
9204 Columbia Avenue
Munster, IN 46321
Attention: Benjamin Bochnowski
Email: bbochnowski@ibankpeoples.com

With a copy (which shall not constitute notice) to:

Finward Bancorp
9204 Columbia Avenue
Munster, IN 46321
Attention: David J. Kwait, J.D.
Email: dkwait@ibankpeoples.com

and

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 W Madison Street, Suite 3900
Chicago, IL 60606
Attention: Abdul Mitha
Email: abdul.mitha@bfkn.com

9.6 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. References to “the date hereof” mean the date of this Agreement. As used in this Agreement, the “knowledge” of Seller means the actual knowledge of any of the officers of Seller listed on Section 9.6 of the Seller Disclosure Schedule, and the “knowledge” of Buyer means the actual knowledge of any of the officers of Buyer listed on Section 9.6 of the Buyer Disclosure Schedule. As used herein, (a) “business day” means any day other than a Saturday, a Sunday or a day on which banks in the State of Ohio are authorized by law or executive order to be closed, (b) “person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, (c) an “affiliate” of a specified person is any person that directly or indirectly controls, is controlled by, or is under common control with, such specified person, (d) “made available” means any document or other information that (i) is included in the virtual data room of a party prior to the date hereof or (ii) filed by a party with the SEC and publicly available on EDGAR prior to the date hereof and (e) the “transactions contemplated hereby” and “transactions contemplated by this Agreement” shall include the Merger and the Bank Merger. The Seller Disclosure Schedule and the Buyer Disclosure Schedule, as well as all other schedules and all exhibits hereto, shall be deemed part of this Agreement and included in any reference to this Agreement. All references to “dollars” or “\$” in this Agreement are to United States dollars. This Agreement shall not be interpreted or construed to require any person to take any action, or fail to take any action, if to do so would violate any applicable law.

9.7 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

9.8 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) together with the Confidentiality Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

9.9 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to any applicable conflicts of law.

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in the U.S. Federal District Court in the Southern District of Ohio or, if that court does not have subject matter jurisdiction, in any state court located in The City of Cincinnati in the State of Ohio (the "Chosen Courts"), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 9.5.

9.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

9.11 Assignment; Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise specifically provided in Section 6.7, this Agreement (including the documents and instruments referred to herein) is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

9.12 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its specific terms or otherwise breached. Accordingly, the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

9.13 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

9.14 Confidential Supervisory Information. Notwithstanding any other provision of this Agreement, no disclosure, representation or warranty shall be made (or other action taken) pursuant to this Agreement that would involve the disclosure of confidential supervisory information (including confidential supervisory information as defined or identified in 12 C.F.R. § 261.2(b) and 12 C.F.R. § 4.32(b)) of a Governmental Entity by any party to this Agreement to the extent prohibited by applicable law. To the extent legally permissible, appropriate substitute disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply.

9.15 Delivery by Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by e-mail delivery of a “.pdf” format data file or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of e-mail delivery of a “.pdf” format data file or other electronic means to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of e-mail delivery of a “.pdf” format data file or other electronic means as a defense to the formation of a contract and each party hereto forever waives any such defense.

9.16 No Other Representations or Warranties.

(a) Except for the representations and warranties made by Seller in Article III and by Buyer in Article IV, neither Seller, Buyer, nor any other person makes any express or implied representation or warranty with respect to Seller, Buyer or their respective Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and each of Seller and Buyer hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Seller nor Buyer, as applicable, nor any other person makes or has made any representation or warranty to Buyer or Seller, as applicable, or any of their respective affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Seller or Buyer, as applicable, or any of their respective Subsidiaries or their respective businesses, or (ii) except for the representations and warranties made by Seller in Article III and by Buyer in Article IV, any oral or written information presented to Buyer or Seller, as applicable, or any of their respective affiliates or Representatives in the course of their respective due diligence investigation of Seller or Buyer, as applicable, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Each of Seller and Buyer acknowledges and agrees that neither Buyer, Seller nor any other person has made or is making any express or implied representation or warranty other than those contained in Article III and Article IV.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

FIRST FINANCIAL BANCORP.

By: /s/ Archie Brown
Name: Archie Brown
Title: President and Chief Executive Officer

FINWARD BANCORP

By: /s/ Benjamin Bochnowski
Name: Benjamin Bochnowski
Title: President and Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

Exhibit A

Form of Bank Merger Agreement

**AGREEMENT AND PLAN OF MERGER OF
PEOPLES BANK
WITH AND INTO
FIRST FINANCIAL BANK**

This Agreement and Plan of Merger (this “Agreement”), dated as of [____], 2026, is made by and between First Financial Bank, an Ohio state-chartered bank (the “Surviving Bank”), and Peoples Bank, an Indiana state-chartered bank (the “Merging Bank”).

WITNESSETH:

WHEREAS, Surviving Bank, with its main office located in Cincinnati, Ohio, all the issued and capital stock of which is owned directly by First Financial Bancorp., an Ohio corporation (“Buyer”), has authorized capital stock consisting of 1,259,333 shares of common stock, par value \$8.00 per share, all of which shares of common stock are issued and outstanding as of the date hereof;

WHEREAS, Merging Bank, with its main office located in Munster, Indiana, all of the issued and capital stock of which is owned directly by Finward Bancorp, an Indiana corporation (“Seller”), has authorized capital stock consisting of 1,000 shares of common stock, no par value, all of which shares of common stock are issued and outstanding as of the date hereof;

WHEREAS, Buyer and Seller have entered into an Agreement and Plan of Merger, dated as of July 21, 2026 (as amended and/or supplemented from time to time, the “Merger Agreement”), pursuant to which, subject to the terms and conditions thereof, Seller will merge with and into Buyer, with Buyer surviving the merger as the surviving corporation and continuing as the direct parent of Surviving Bank and becoming the direct parent of Merging Bank (the “Merger”);

WHEREAS, contingent upon the consummation of the Merger, on the terms and subject to the conditions contained in the Merger Agreement, the parties to this Agreement intend to effect the merger of Merging Bank with and into Surviving Bank, with Surviving Bank surviving the merger (the “Bank Merger”); and

WHEREAS, the Board of Directors of Surviving Bank and the Board of Directors of Merging Bank deem the Bank Merger desirable and in the best interests of their respective banks and have authorized and approved the execution and delivery of this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

BANK MERGER

Section 1.01 The Bank Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), Merging Bank shall be merged with and into Surviving Bank in accordance with the banking provisions of the Ohio Revised Code (the “Ohio Code”), the Indiana Code (the “Indiana Code”), 12 U.S.C. § 1828(c), and 12 U.S.C. § 1831u. At the Effective Time, the separate existence of Merging Bank shall cease, and Surviving Bank, as the surviving entity, shall continue its existence under the laws of the State of Ohio as an Ohio state-chartered bank. All rights, franchises, and interests of Merging Bank in and to every type of property (real, personal, and mixed) and choses in action shall be transferred to and vested in Surviving Bank by virtue of the Bank Merger without any deed or other transfer. Surviving Bank, upon the Bank Merger and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises, and interests, including appointments, designations, and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by Merging Bank at the time of the Bank Merger. Surviving Bank shall be responsible for all of the liabilities of every kind and description, including liabilities arising from the operation of any trust department, of each of the merging banks existing as of the Effective Time of the Bank Merger. Immediately following the Effective Time, Surviving Bank shall continue to operate the main or principal office and each of the branches of Merging Bank existing as of the Effective Time as branches of Surviving Bank at the officially designated address of each such office or branch and shall continue to operate each of the branches of Surviving Bank existing at the Effective Time.

Section 1.02 Closing. The closing of the Bank Merger will take place immediately following the Merger or at such other time and date as Buyer may determine in its sole discretion, but in no case prior to the date on which all of the conditions precedent to the consummation of the Bank Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof, at such place as is agreed by the parties hereto.

Section 1.03 Effective Time. Subject to applicable law, the Bank Merger shall become effective at the “Effective Time”, which shall mean the date and time set forth in: (a) a certificate of merger delivered to the Ohio Department of Commerce, Division of Financial Institutions (“ODFI”) and filed by the ODFI with the Ohio Secretary of State in accordance with the Ohio Code, and (b) the articles of merger filed with the Indiana Secretary of State in accordance with the Indiana Code.

Section 1.04 Articles of Incorporation and Code of Regulations. The articles of incorporation and code of regulations of Surviving Bank in effect immediately prior to the Effective Time shall be the articles of incorporation and code of regulations of Surviving Bank, in each case until amended in accordance with applicable law and the terms thereof.

Section 1.05 Board of Directors. At the Effective Time, the board of directors of Surviving Bank shall consist of those persons designated by Buyer at the Effective Time.

Section 1.06 Officers. At the Effective Time, the officers of Surviving Bank shall continue to serve in their respective capacity as officers of Surviving Bank, except as may be designated by Buyer at the Effective Time.

Section 1.07 Name and Main Office. The name of Surviving Bank shall be “First Financial Bank” and the main office of Surviving Bank shall be at 255 East 5th Street, Suite 2900, Cincinnati, Ohio 45202.

Section 1.08 Tax Treatment. It is the intention of the parties that the Bank Merger be treated for U.S. federal income tax purposes as a “tax free reorganization” pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE II

CONSIDERATION

Section 2.01 Effect on Merging Bank Capital Stock. At the Effective Time, by virtue of the Bank Merger and without any action on the part of the holder of any capital stock of Merging Bank, all shares of Merging Bank capital stock issued and outstanding shall be automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

Section 2.02 Effect on Surviving Bank Capital Stock. Each share of Surviving Bank capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger and shall immediately after the Effective Time constitute all of the issued and outstanding capital stock of Surviving Bank.

ARTICLE III

COVENANTS

Section 3.01 During the period from the date of this Agreement and continuing until the Effective Time, subject to the provisions of the Merger Agreement, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01 The Bank Merger and the respective obligations of each party hereto to consummate the Bank Merger are subject to the fulfillment or written waiver of each of the following conditions prior to the Effective Time:

- a. (i) The approval of (A) the Board of Governors of the Federal Reserve System under 12 U.S.C. § 1828(c) and 12 U.S.C. § 1831u, and (B) the ODFI under the Ohio Code with respect to the Bank Merger shall have been obtained and shall be in full force and effect, and all related waiting periods shall have expired or been terminated, and (ii) all applicable notices and filings shall have been made to the Indiana Department of Financial Institutions under the Indiana Code; and all other material consents, approvals, permissions, and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for the consummation of the Bank Merger shall have been obtained or made and shall be in full force and effect and all waiting periods required by law shall have expired or been terminated.
- b. The Merger shall have been consummated in accordance with the terms of the Merger Agreement.

- c. No order, injunction or decree issued by any court or governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Merger shall be in effect and no law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any governmental entity which prohibits or makes illegal consummation of the Bank Merger.
- d. This Agreement shall have been ratified, confirmed and approved by the sole shareholder of each of Surviving Bank and Merging Bank.

ARTICLE V

TERMINATION AND AMENDMENT

Section 5.01 Termination. This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by each of the parties hereto. This Agreement will terminate automatically without any action by the parties hereto upon the termination of the Merger Agreement.

Section 5.02 Amendment. This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Representations and Warranties. Each of the parties hereto represents and warrants that this Agreement has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with the terms hereof. Merging Bank further represents and warrants that Merging Bank does not have any liabilities or obligations arising from or relating to any liquidation account previously established by Merging Bank and that any such liquidation account has been eliminated.

Section 6.02 Nonsurvival of Agreements. None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time.

Section 6.03 Interpretation. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." References to "the date hereof" shall mean the date of this Agreement.

Section 6.04 Counterparts. This Agreement may be executed in two (2) or more counterparts (including by facsimile or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

Section 6.05 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, other than the Merger Agreement.

Section 6.06 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed wholly within such state, except to the extent that the federal laws of the United States shall be applicable hereto.

Section 6.07 Assignment. Neither this Agreement nor any of the rights, interests, or obligations may be assigned by any of the parties hereto (whether by operation of law or otherwise) and any attempted assignment in contravention of this Section 6.07 shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

FIRST FINANCIAL BANK

By: _____
Name: _____
Title: _____

PEOPLES BANK

By: _____
Name: _____
Title: _____

[Signature Page to Bank Merger Agreement]



First Financial Bancorp Announces Second Quarter 2026 Financial Results, Quarterly Dividend Increase & Acquisition of Finward Bancorp

- Earnings per diluted share of \$0.73; \$0.80 on an adjusted⁽¹⁾ basis is highest in Company history
- Return on average assets of 1.37%; 1.50% on an adjusted⁽¹⁾ basis
- Net interest margin on FTE basis⁽¹⁾ of 3.98%
- Loan growth of \$240 million, or 7.1% on an annualized basis
- Net charge-offs 0.20% of total loans
- ROTCE of 18.0%; 19.7% on adjusted⁽¹⁾ basis
- Board of Directors approved quarterly dividend increase to \$0.26 to be paid in 3Q26
- Agreement to acquire Finward Bancorp, the holding company for Peoples Bank, in all stock transaction

Cincinnati, Ohio - July 21, 2026. First Financial Bancorp. (Nasdaq: FFBC) ("First Financial" or the "Company") announced financial results for the three and six months ended June 30, 2026, as well as the pending acquisition of Finward Bancorp ("Finward").

Second Quarter Financial Results

For the three months ended June 30, 2026, the Company reported net income of \$76.5 million, or \$0.73 per diluted common share. These results compare to net income of \$74.4 million, or \$0.71 per diluted common share, for the first quarter of 2026. For the six months ended June 30, 2026, First Financial had earnings per diluted share of \$1.44 compared to \$1.27 for the same period in 2025.

Return on average assets for the second quarter of 2026 was 1.37% while return on average tangible common equity was 17.95%⁽¹⁾. These compare to return on average assets of 1.34% and return on average tangible common equity of 17.78%⁽¹⁾ in the first quarter of 2026.

Second quarter 2026 highlights include:

- Robust net interest margin of 3.96%, or 3.98% on a fully tax-equivalent basis⁽¹⁾
 - 1 bp decline from first quarter driven by a 7 bp decline in asset yields, which was partially offset by a 6 bp decrease in funding costs
 - Decline in loan accretion diluted net interest margin 5 bps; accretion decline primarily related to lower-than-expected prepayment rates on acquired mortgage loans
- Noninterest income of \$73.8 million; \$71.9 million on an adjusted⁽¹⁾ basis
 - Adjustments include a \$0.3 million loss on securities and \$2.2 million of acquisition-related adjustments
 - Leasing business income continues strong performance with a 5.3% increase from first quarter to \$22.8 million
 - Other noninterest income increased \$3.6 million, or 111.3%, from the linked quarter, due to higher income from bank owned life insurance and limited partnership investments
 - Foreign exchange income of \$13.1 million
- Noninterest expenses of \$161.5 million, or \$149.1 million as adjusted⁽¹⁾; 3.7% decrease from linked quarter
 - Adjustments⁽¹⁾ include \$11.6 million of acquisition related expenses and \$0.8 million of amortization of tax credit investments and other expenses not expected to recur
 - Decrease from prior quarter driven by lower compensation costs
 - Efficiency ratio of 61.2%; 56.8% as adjusted⁽¹⁾

(1) Non-GAAP measure. For details on the calculation of these non-GAAP financial measures and a reconciliation to the GAAP financial measure, see the sections titled "Use of Non-GAAP Financial Measures" in this release and "Appendix: Non-GAAP to GAAP Reconciliation" in the accompanying slide presentation.

- Strong loan growth during the quarter
 - End of period loan balances increased \$240 million compared to the linked quarter
 - Quarterly growth was broad-based, highlighted by C&I, Summit and seasonal growth from Agile
- Stable deposit balances during the quarter
 - Total average deposit balances increased \$41 million, or 0.9% on an annualized basis
 - Growth in interest-bearing demand accounts and seasonal influx of public funds offset a decline in time deposits and brokered CDs
 - Excluding brokered CD, average deposits increased \$168.6 million
- Total Allowance for Credit Losses of \$208.2 million; Total quarterly provision expense of \$8.2 million
 - Loans and leases - ACL of \$189.9 million
 - ACL to total loans of 1.38%; increased 2 bps from linked quarter
 - Unfunded Commitments - ACL of \$18.3 million
 - Annualized net charge-offs were 20 bps of total loans; 15 bp decline from linked quarter
 - Slight declines in classified and nonperforming assets
- Capital ratios remain strong
 - Total capital ratio increased 5 bps to 15.75%
 - Tier 1 common equity increased 11 bps to 12.33%
 - Tangible common equity of 8.24%⁽¹⁾; 9.30%⁽¹⁾ excluding impact from AOCI
 - Tangible book value per share of \$16.64⁽¹⁾; 3.0% increase from linked quarter

Additionally, the Board of Directors approved a quarterly dividend of \$0.26 per common share for the next regularly scheduled dividend, payable on September 15, 2026 to shareholders of record as of September 1, 2026.

Archie Brown, President and CEO commented on Second Quarter results, “The second quarter was another active quarter as we remained focused on post-integration efforts related to the Westfield acquisition and successfully converted BankFinancial systems. Our second quarter operating results were strong, and we are very pleased with our performance. Adjusted⁽¹⁾ net income for the period was a record \$83.9 million or \$0.80 per share, with an adjusted⁽¹⁾ return on assets of 1.50% and an adjusted⁽¹⁾ return on tangible common equity of 19.7%. These adjusted⁽¹⁾ earnings per share represented an 8% increase from the second quarter of 2025 and were driven by increases in earning assets from a combination of organic loan growth and our recent acquisitions. Our net interest margin was stable at approximately 4.00% as lower funding costs offset a decline in loan accretion income. Assuming no significant changes in interest rates, we expect our margin to remain stable over the near-term.”

Mr. Brown continued, “Loan growth for the quarter was 7% on an annualized basis, and reflected continued momentum across the portfolio with C&I, Agile and Summit being the primary drivers of our increase in balances. Loan originations increased 23% over the first quarter and advanced stage pipelines remain strong heading into the back half of the year. We expect loan production to remain healthy and contribute to solid growth in the third quarter.”

Mr. Brown commented on fee income and expenses, “Second quarter adjusted⁽¹⁾ fee income was below our expectations. After a very strong first quarter, lower foreign exchange, swap income and investment banking fees led to a decline in total noninterest income compared to the linked quarter. While results in these business lines can vary from quarter to quarter, we anticipate a rebound in the third quarter. Conversely, adjusted⁽¹⁾ noninterest expenses were materially lower than the linked quarter, driven by lower commission expense, payroll taxes and acquisition-related synergies. As of June 30th, virtually all of the expected Westfield cost reductions have been realized, while savings related to the BankFinancial acquisition will gradually phase in over the course of the third quarter with full synergies expected by quarter-end.”

Mr. Brown commented on asset quality and capital, “Asset quality was stable for the quarter with net charge-offs declining by 15 basis points to 0.20% of total loans. Capital levels remain strong with tangible common equity increasing to 8.2% and tangible book value increasing 3% from the linked quarter to \$16.64. No shares were repurchased during the quarter as we focused on integrating recent acquisitions and preparing for the acquisition of Finward.”

(1) Non-GAAP measure. For details on the calculation of these non-GAAP financial measures and a reconciliation to the GAAP financial measure, see the sections titled “Use of Non-GAAP Financial Measures” in this release and “Appendix: Non-GAAP to GAAP Reconciliation” in the accompanying slide presentation.

Mr. Brown concluded, “The second quarter was another great quarter for our Company. We achieved record earnings while successfully integrating two bank acquisitions and positioning the Company for continued success in the second half of the year. Regarding the acquisitions, we are most pleased with how our newer associates have assimilated into the Company. They remain deeply committed to serving their clients and communities, and their efforts have been instrumental in strong client retention levels. We are thankful for their dedication, hard work and client-focused approach over the past year. I am very proud of the work our teams have done throughout the integration process, and their efforts position us for success in our newly expanded markets.”

Full detail of the Company’s second quarter 2026 performance is provided in the accompanying financial statements and slide presentation.

Finward Bancorp Acquisition

- **First Financial Bancorp. has agreed to acquire Finward Bancorp, the holding company for Peoples Bank, headquartered in Munster, Indiana**
- **Strategically expands First Financial's presence in northwest Indiana and Chicago, with the addition of a low cost core deposit franchise and 24 locations**
- **Finward has approximately \$2.0 billion in assets, \$1.7 billion in deposits, \$1.5 billion in loans and \$412 million in assets under management**
- **Transaction is expected to be approximately 5% accretive to First Financial's earnings per share**

First Financial Bancorp. (Nasdaq: FFBC) and Finward Bancorp (Nasdaq: FNWD) jointly announced today that they have entered into an agreement by which First Financial will acquire Munster-based Finward in an all-stock transaction, further expanding First Financial’s presence in the economically robust Chicagoland market with a strong core deposit franchise including 24 financial centers and a 116 year presence in the Northwest Indiana and Chicago markets. Combined with the 15 retail locations from First Financial’s recent acquisition in the Chicagoland market, the Finward acquisition enhances First Financial’s market presence and increases its pro forma deposits in the Chicago metropolitan statistical area by 75% to over \$4 billion.

“The addition of Finward Bancorp and Peoples Bank is expected to strategically expand First Financial’s ability to serve the consumers and businesses of the Chicagoland and Northwest Indiana markets. We are excited to partner with a bank with a similar operating philosophy and strong credit culture,” said Archie Brown, President and Chief Executive Officer of First Financial Bank. “We have built an impressive combination of retail and commercial banking services, wealth management services, and specialty banking solutions, complemented by our client-centered, community-focused business model, that offers an alternative to larger banks. To demonstrate our further commitment to Chicago and Northwest Indiana, First Financial has committed to donate \$500,000 to its Foundation for the benefit of local organizations in the communities served by Finward, in addition to the \$1 million we donated to the Foundation when we entered the Chicago market with the completed acquisition of BankFinancial Corporation in January 2026.”

Upon completion of the transaction, Finward’s consumer, trust/wealth management and commercial credit lines of business will be incorporated into First Financial’s respective business lines, and Peoples Bank employees will become First Financial associates.

“This partnership represents an exciting next chapter for our organization and the communities we serve,” said Benjamin Bochnowski, Chief Executive Officer of Peoples Bank. “First Financial shares our deep commitment to customers, employees, shareholders, and the communities that have placed their trust in us for more than 100 years. Together, we are accelerating our common strategy to better serve the Chicagoland and Northwest Indiana markets. We are creating a stronger regional banking franchise with expanded capabilities, greater resources, and a sharper focus on delivering exceptional service. We are confident this partnership will create meaningful opportunities for our customers and employees, while preserving the community-centered values that have defined our organization for generations.”

Through this addition, First Financial continues its recent period of growth, including the recent acquisitions of Westfield Bancorp in Northeast Ohio and BankFinancial Corporation in Chicago, and its commercial banking expansion into Chicago, Cleveland and Grand Rapids. First Financial’s Midwestern base includes Chicago, IL; Cincinnati, Dayton, Cleveland and Columbus, OH; Indianapolis, IN; and Louisville, KY. The acquisition of Finward enhances First Financial’s existing Chicagoland footprint that includes its commercial loan production office in Fulton Market; the Agile Premium Finance division in Lincolnshire, IL; and Bannockburn Capital Markets in downtown Chicago. Additionally in the area, First Financial offers retail and business banking solutions in Northwest Indiana and Northeast Illinois.

Transaction Terms

Under the terms of the agreement, each outstanding share of Finward common stock will be converted into the right to receive 1.35 shares of First Financial common stock, valuing the transaction at approximately \$208 million, based on First Financial's closing stock price on July 20, 2026. The transaction is expected to be approximately 5% accretive to First Financial's earnings per share, and First Financial's tangible book value per share ("TBV") at closing is estimated to be only slightly diluted (0.4% dilution) with an anticipated TBV earnback of 0.6 years. The merger agreement has been unanimously approved by the Boards of Directors of First Financial and Finward.

The transaction is expected to close in the fourth quarter of 2026, subject to satisfaction of customary closing conditions, regulatory approvals and approval of Finward's shareholders.

Transaction Advisors

Morgan Stanley & Co. LLC is serving as financial advisor to First Financial. Stephens Inc. is serving as financial advisor to Finward and rendered a fairness opinion to Finward's Board of Directors. Squire Patton Boggs, (US) LLP is serving as legal counsel to First Financial. Barack Ferrazzano Kirschbaum & Nagelberg LLP is serving as legal counsel to Finward.

Teleconference / Webcast Information

First Financial's executive management will host a conference call to discuss the Company's financial and operating results on Wednesday, July 22, 2026 at 8:30 a.m. Eastern Time. Members of the public who would like to listen to the conference call should dial (833) 461-5787 (U.S. toll free), meeting ID 657340574. The number should be dialed five to ten minutes prior to the start of the conference call. The conference call will also be accessible as an audio webcast via the Investor Relations section of the Company's website at www.bankatfirst.com. The webcast will be archived on the Investor Relations section of the Company's website for 12 months.

Press Release and Additional Information on Website

This press release as well as supplemental information are available to the public through the Investor Relations section of First Financial's website at www.bankatfirst.com.

Use of Non-GAAP Financial Measures

This earnings release contains GAAP financial measures and Non-GAAP financial measures where management believes it to be helpful in understanding the Company's results of operations or financial position. Where Non-GAAP financial measures are used, the comparable GAAP financial measures, as well as a reconciliation to the comparable GAAP financial measure, can be found in the section titled "Appendix: Non-GAAP to GAAP Reconciliation" in the accompanying slide presentation.

Forward-Looking Statements

Certain statements in this press release constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Rule 175 promulgated thereunder, and Section 21E of the Securities Exchange Act of 1934, as amended, and Rule 3b-6 promulgated thereunder, which statements involve inherent risks and uncertainties. Examples of forward-looking statements include, but are not limited to, (a) statements regarding First Financial Bancorp’s (the “Company” or “First Financial”) operations, such as (i) our future operating or financial performance, including revenues, income or loss and earnings per share, (ii) future common stock dividends, (iii) our capital structure, including future capital levels, (iv) our plans, objectives and strategies, and (v) the assumptions that underlie our forward-looking statements; and (b) statements regarding the proposed transaction, such as (i) statements regarding the outlook and expectations of First Financial and Finward Bancorp (“Finward”), respectively, with respect to the proposed transaction, (ii) the strategic benefits and financial benefits of the proposed transaction, including the expected impact of the proposed transactions on the combined First Financial’s future financial performance (including anticipated accretion to earnings per share, the tangible book value earn-back period and other operating and return metrics), (iii) the timing of the closing of the proposed transaction, and (iv) the ability to successfully integrate the combined businesses. Such statements are often characterized by the use of qualified words (and their derivatives) such as “may,” “will,” “anticipate,” “could,” “should,” “would,” “believe,” “contemplate,” “expect,” “estimate,” “continue,” “plan,” “project” and “intend,” as well as words of similar meaning or other statements concerning opinions or judgment of First Financial or Finward or their respective management about future events. Forward-looking statements are based on assumptions as of the time they are made and are subject to risks, uncertainties and other factors that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence, which could cause actual results to differ materially from anticipated results expressed or implied by such forward-looking statements. Any reference to forward-looking statements by Finward herein is solely related to the proposed transaction. Such risks, uncertainties and assumptions include, among others, the following:

Risks, uncertainties and assumptions regarding First Financial’s operations

- economic, market, liquidity, credit, interest rate, operational and technological risks associated with First Financial’s business;
 - future credit quality and performance, including our expectations regarding future loan losses and our allowance for credit losses;
 - the effect of and changes in policies and laws or regulatory agencies, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and other legislation and regulation relating to the banking industry;
 - management’s ability to effectively execute its business plans;
 - pursuit of mergers and acquisitions, including costs or difficulties related to the acquisition and/or integration of any acquired companies;
 - the possibility that any of the anticipated benefits of First Financial’s prior or contemplated acquisitions will not be realized or will not be realized within the expected time period;
 - the effect of changes in accounting policies and practices;
 - changes in consumer spending, borrowing and saving and changes in unemployment;
 - changes in customers’ performance and creditworthiness;
 - the costs and effects of litigation and of unexpected or adverse outcomes in such litigation;
 - current and future economic and market conditions, including the effects of changes in housing prices, fluctuations in unemployment rates, U.S. fiscal debt, budget and tax matters, geopolitical matters, trade and tariff policies, and any slowdown in global economic growth;
 - our capital and liquidity requirements (including under regulatory capital standards, such as the Basel III capital standards) and our ability to generate capital internally or raise capital on favorable terms;
 - financial services reform and other current, pending or future legislation or regulation that could have a negative effect on our revenue and businesses, including the Dodd-Frank Act and other legislation and regulation relating to bank products and services;
 - the effect of the current interest rate environment or changes in interest rates or in the level or composition of our assets or liabilities on our net interest income, net interest margin and our mortgage originations, mortgage servicing rights and mortgage loans held for sale;
 - the effect of a fall in stock market prices on our brokerage, asset and wealth management businesses;
 - a failure in or breach of our operational or security systems or infrastructure, or those of our third-party vendors or other service providers, including as a result of cyber attacks;
-

- the effect of changes in the level of checking or savings account deposits on our funding costs and net interest margin; and
- our ability to develop and execute effective business plans and strategies.

Risks, uncertainties and assumptions regarding the proposed transaction

- the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the merger agreement;
- the failure to obtain necessary regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined First Financial or the expected benefits of the proposed transaction) and the possibility that the proposed transaction does not close when expected or at all because required regulatory approvals, the approval by Finward's shareholders, or other approvals and the other conditions to closing are not received or satisfied on a timely basis or at all;
- the outcome of any legal proceedings that may be instituted against First Financial or Finward;
- the possibility that the anticipated benefits of the proposed transaction, including anticipated synergies and strategic gains, are not realized when expected or at all, including as a result of changes in, or problems arising from, general economic and market conditions, interest and exchange rates, monetary policy, laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which First Financial and Finward operate;
- the possibility that the integration of the two companies may be more difficult, time-consuming or costly than expected;
- the impact of purchase accounting with respect to the proposed transaction, or any change in the assumptions used regarding the assets acquired and liabilities assumed to determine their fair value and credit marks;
- the possibility that the proposed transaction may be more expensive or take longer to complete than anticipated, including as a result of unexpected factors or events;
- the diversion of management's attention from ongoing business operations and opportunities;
- potential adverse reactions of First Financial's or Finward's customers or changes to business or employee relationships, including those resulting from the announcement or completion of the proposed transaction;
- a material adverse change in the financial condition of First Financial or Finward;
- changes in First Financial's share price before closing;
- risks relating to the potential dilutive effect of shares of First Financial's common stock to be issued in the proposed transaction;
- general competitive, economic, political and market conditions;
- the ability to retain key employees, management personnel and other associates of First Financial and Finward following announcement or consummation of the proposed transaction;
- major catastrophes such as earthquakes, floods or other natural or human disasters, including infectious disease outbreaks; and
- other factors that may affect future results of First Financial or Finward, including, among others, changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates; deposit flows; inflation; customer borrowing, repayment, investment and deposit practices; the impact, extent and timing of technological changes; capital management activities; and other actions of the Federal Reserve Board, the Ohio Division of Financial Institutions, the Indiana Department of Financial Institutions, and any other state or federal legislative and regulatory actions and reforms.

These factors are not necessarily all of the factors that could cause First Financial, Finward, or the combined company's actual results, performance or achievements to differ materially from those expressed in or implied by any of the forward-looking statements. Other factors, including unknown or unpredictable factors, also could harm the results of First Financial, Finward, or the combined company.

Although each of First Financial and Finward believes that its expectations with respect to forward-looking statements are based upon reasonable assumptions within the bounds of its existing knowledge of its business and operations, there can be no assurance that actual results of First Financial or Finward (as related to the proposed transaction) will not differ materially from any projected future results expressed or implied by such forward-looking statements. Additional factors that could cause results to differ materially from those described above can be found in each of First Financial's and Finward's most recent annual report on Form 10-K for the fiscal year ended December 31, 2025, quarterly reports on Form 10-Q, and other documents subsequently filed by First Financial and Finward with the Securities Exchange Commission ("SEC"). The actual results anticipated for the proposed transaction or First Financial's operations may not be realized or, even if substantially realized, they may not have the expected consequences to or effects on First Financial, Finward or each of their respective businesses or operations. Investors are cautioned not to rely too heavily on any such forward-looking statements. First Financial and Finward urge you to consider all of these risks, uncertainties and other factors carefully in evaluating all such forward-looking statements made by First Financial and Finward. Forward-looking statements speak only as of the date they are made, and First Financial and Finward undertake no obligation to update or clarify these forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent required by applicable law.

No Offer or Solicitation

This presentation does not constitute an offer to sell or the solicitation of an offer to buy any securities or the solicitation of any vote or approval with respect to the proposed transaction between First Financial and Finward. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, and no offer to sell or solicitation of an offer to buy shall be made in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Important Additional Information about the Transaction and Where to Find It

In connection with the proposed transaction, First Financial intends to file with the SEC a Registration Statement on Form S-4 (the “Registration Statement”) to register the shares of First Financial capital stock to be issued in connection with the proposed transaction. The Registration Statement will include a proxy statement of Finward and a prospectus of First Financial (the “Proxy Statement/Prospectus”), and First Financial and Finward may file with the SEC other relevant documents concerning the proposed transaction. BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND PROXY STATEMENT/PROSPECTUS REGARDING THE PROPOSED TRANSACTION WHEN THEY BECOME AVAILABLE AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT FIRST FINANCIAL, FINWARD AND THE PROPOSED TRANSACTION AND RELATED MATTERS.

A copy of the Registration Statement, Proxy Statement/Prospectus, as well as other filings containing information about First Financial and Finward, may be obtained, free of charge, at the SEC’s website (www.sec.gov) when they are filed. Copies of documents filed with the SEC by First Financial will be made available free of charge in the "Investor Relations" section of First Financial's website, <https://www.bankatfirst.com/about/investor-relations.html>. Copies of documents filed with the SEC by Finward will be made available free of charge in the "Investor Relations" section of Finward's website, <https://www.investorrelations.ibankpeoples.com>. The information on First Financial’s and Finward’s websites is not, and shall not be deemed to be, a part of this communication or incorporated into other filings either First Financial makes with the SEC.

Participants in Solicitation

Finward and its directors, executive officers, management and employees may be deemed to be participants in the solicitation of proxies in respect of the Merger. Information concerning Finward’s participants is set forth in the Proxy Statement, dated April 3, 2026, for Finward’s 2026 annual meeting of stockholders as filed with the SEC on Schedule 14A. Additional information regarding the participants in the solicitation of proxies in respect of the proposed transaction and interests of participants of Finward in the solicitation of proxies in respect of the Merger will be included in the Registration Statement and Proxy Statement/Prospectus to be filed with the SEC. Free copies of these documents, when available, may be obtained as described in the preceding paragraph.

About First Financial Bancorp.

First Financial Bancorp. is a Cincinnati, Ohio based bank holding company. As of June 30, 2026, the Company had \$22.4 billion in assets, \$13.7 billion in loans, \$17.6 billion in deposits and \$3.0 billion in shareholders’ equity. The Company’s subsidiary, First Financial Bank, founded in 1863, provides banking and financial services products through its six lines of business: Commercial, Retail Banking, Investment Commercial Real Estate, Mortgage Banking, Commercial Finance and Wealth Management. These business units provide traditional banking services to business and retail clients. Wealth Management provides wealth planning, portfolio management, trust and estate, brokerage and retirement plan services and had approximately \$4.6 billion in assets under management as of June 30, 2026. The Company operated 151 full service banking centers as of June 30, 2026, located in Ohio, Indiana, Kentucky and Illinois, while the Commercial Finance business lends into targeted industry verticals on a nationwide basis. In 2025, First Financial Bank received its second consecutive Outstanding rating from the Federal Reserve for its performance under the Community Reinvestment Act and was recognized as a Gallup Exceptional Workplace Award winner, one of only 70 Gallup clients worldwide to receive this designation. Additional information about the Company, including its products, services and banking locations, is available at www.bankatfirst.com.

About Finward Bancorp

Finward Bancorp is a locally managed and independent financial holding company headquartered in Munster, Indiana, whose activities are primarily limited to holding the stock of Peoples Bank. Peoples Bank provides a wide range of personal, business, electronic and wealth management financial services from its 24 locations in Lake and Porter Counties in Northwest Indiana and Chicagoland. Finward Bancorp's common stock is quoted on The NASDAQ Stock Market, LLC under the symbol FNWD. The website ibankpeoples.com provides information on Peoples Bank's products and services, and Finward Bancorp's investor relations.

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Selected Financial Information

June 30, 2026

(unaudited)

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FIRST FINANCIAL BANCORP.
CONSOLIDATED FINANCIAL HIGHLIGHTS
(Dollars in thousands, except per share data)
(Unaudited)

	Three Months Ended,						Six months ended,	
	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025		June 30, 2026	2025
RESULTS OF OPERATIONS								
Net income	\$ 76,456	\$ 74,445	\$ 62,393	\$ 71,923	\$ 69,996	\$	\$ 150,901	\$ 121,289
Net earnings per share - basic	\$ 0.74	\$ 0.72	\$ 0.65	\$ 0.76	\$ 0.74	\$	\$ 1.45	\$ 1.28
Net earnings per share - diluted	\$ 0.73	\$ 0.71	\$ 0.64	\$ 0.75	\$ 0.73	\$	\$ 1.44	\$ 1.27
Dividends declared per share	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.24	\$	\$ 0.50	\$ 0.48
KEY FINANCIAL RATIOS								
Return on average assets	1.37%	1.34%	1.22%	1.54%	1.52%		1.36%	1.33%
Return on average shareholders' equity	10.39%	10.24%	9.18%	11.08%	11.16%		10.32%	9.83%
Return on average tangible shareholders' equity (1)	17.95%	17.78%	16.27%	19.11%	19.61%		17.87%	17.44%
Net interest margin	3.96%	3.97%	3.96%	3.99%	4.01%		3.96%	3.93%
Net interest margin (fully tax equivalent) (1)(2)	3.98%	3.99%	3.98%	4.02%	4.05%		3.98%	3.96%
Ending shareholders' equity as a percent of ending assets	13.31%	12.91%	13.11%	14.18%	13.73%		13.31%	13.73%
Ending tangible shareholders' equity as a percent of:								
Ending tangible assets (1)	8.24%	7.87%	7.79%	8.87%	8.40%		8.24%	8.40%
Risk-weighted assets (1)	10.62%	10.51%	9.76%	10.94%	10.44%		10.62%	10.44%
Average shareholders' equity as a percent of average assets	13.18%	13.12%	13.31%	13.87%	13.66%		13.15%	13.52%
Average tangible shareholders' equity as a percent of average tangible assets (1)	8.08%	8.01%	7.97%	8.54%	8.26%		8.04%	8.10%
Book value per share	\$ 28.46	\$ 28.02	\$ 28.11	\$ 27.48	\$ 26.71	\$	\$ 28.46	\$ 26.71
Tangible book value per share (1)	\$ 16.64	\$ 16.15	\$ 15.74	\$ 16.19	\$ 15.40	\$	\$ 16.64	\$ 15.40
Common equity tier 1 ratio (3)	12.33%	12.22%	11.32%	12.91%	12.57%		12.33%	12.57%
Tier 1 ratio (3)	12.61%	12.50%	11.60%	13.23%	12.89%		12.61%	12.89%
Total capital ratio (3)	15.75%	15.70%	15.46%	15.32%	14.98%		15.75%	14.98%
Leverage ratio (3)	9.66%	9.39%	9.53%	10.50%	10.28%		9.66%	10.28%
AVERAGE BALANCE SHEET ITEMS								
Loans (4)	\$ 13,619,039	\$ 14,028,324	\$ 12,812,267	\$ 11,806,065	\$ 11,792,840	\$	\$ 13,822,551	\$ 11,758,972
Investment securities	5,079,730	4,769,261	3,988,846	3,552,014	3,478,921	\$	4,925,353	3,445,443
Interest-bearing deposits with other banks	605,647	596,094	647,347	610,074	542,815	\$	600,897	579,112
Total earning assets	\$ 19,304,416	\$ 19,393,679	\$ 17,448,460	\$ 15,968,153	\$ 15,814,576	\$	\$ 19,348,801	\$ 15,783,527
Total assets	\$ 22,391,439	\$ 22,459,721	\$ 20,256,539	\$ 18,566,188	\$ 18,419,437	\$	\$ 22,425,392	\$ 18,394,161
Noninterest-bearing deposits	\$ 3,811,391	\$ 3,745,002	\$ 3,436,709	\$ 3,124,277	\$ 3,143,081	\$	\$ 3,778,380	\$ 3,117,203
Interest-bearing deposits	13,875,384	13,900,550	12,521,948	11,387,648	11,211,694	\$	13,887,898	11,180,835
Total deposits	\$ 17,686,775	\$ 17,645,552	\$ 15,958,657	\$ 14,511,925	\$ 14,354,775	\$	\$ 17,666,278	\$ 14,298,038
Borrowings	\$ 891,636	\$ 1,012,161	\$ 848,650	\$ 823,346	\$ 910,573	\$	\$ 951,566	\$ 955,704
Shareholders' equity	\$ 2,951,237	\$ 2,947,585	\$ 2,695,581	\$ 2,575,203	\$ 2,515,747	\$	\$ 2,949,421	\$ 2,486,926
CREDIT QUALITY RATIOS								
Allowance to ending loans	1.38%	1.36%	1.39%	1.38%	1.34%		1.38%	1.34%
Allowance to nonaccrual loans	197.51%	182.73%	183.18%	213.18%	206.08%		197.51%	206.08%
Nonaccrual loans to total loans	0.70%	0.75%	0.76%	0.65%	0.65%		0.70%	0.65%
Nonperforming assets to ending loans, plus OREO	0.70%	0.75%	0.76%	0.65%	0.65%		0.70%	0.65%
Nonperforming assets to total assets	0.43%	0.44%	0.48%	0.41%	0.41%		0.43%	0.41%
Classified assets to total assets	1.01%	1.02%	1.11%	1.18%	1.15%		1.01%	1.15%
Net charge-offs to average loans (annualized)	0.20%	0.35%	0.27%	0.18%	0.21%		0.27%	0.28%

(1) Non-GAAP measure. For details on the calculation of these non-GAAP financial measures and a reconciliation to the GAAP financial measure, see the sections titled "Use of Non-GAAP Financial Measures" in this release and "Appendix: Non-GAAP to GAAP Reconciliation" in the accompanying slide presentation.

(2) The tax equivalent adjustment to net interest income recognizes the income tax savings when comparing taxable and tax-exempt assets and assumes a 21% tax rate. Management believes that it is a standard practice in the banking industry to present net interest margin and net interest income on a fully tax equivalent basis. Therefore, management believes these measures provide useful information to investors by allowing them to make peer comparisons. Management also uses these measures to make peer comparisons.

(3) June 30, 2026 regulatory capital ratios are preliminary.

(4) Includes loans held for sale.

FIRST FINANCIAL BANCORP.
CONSOLIDATED STATEMENTS OF INCOME
(Dollars in thousands, except per share data)
(Unaudited)

	Three months ended, June 30,			Six months ended, June 30,		
	2026	2025	% Change	2026	2025	% Change
Interest income						
Loans and leases, including fees	\$ 219,164	\$ 201,460	8.8%	\$ 444,115	\$ 398,623	11.4%
Investment securities						
Taxable	53,904	36,243	48.7%	103,395	70,644	46.4%
Tax-exempt	2,472	2,233	10.7%	4,998	4,437	12.6%
Total investment securities interest	56,376	38,476	46.5%	108,393	75,081	44.4%
Other earning assets	5,381	5,964	(9.8)%	10,831	12,615	(14.1)%
Total interest income	280,921	245,900	14.2%	563,339	486,319	15.8%
Interest expense						
Deposits	79,250	75,484	5.0%	158,985	154,125	3.2%
Short-term borrowings	4,997	6,393	(21.8)%	10,165	13,938	(27.1)%
Long-term borrowings	6,297	5,754	9.4%	14,202	10,691	32.8%
Total interest expense	90,544	87,631	3.3%	183,352	178,754	2.6%
Net interest income	190,377	158,269	20.3%	379,987	307,565	23.5%
Provision for credit losses-loans and leases	12,933	9,084	42.4%	18,963	18,225	4.0%
Provision for credit losses-unfunded commitments	(4,743)	718	(760.6)%	(2,233)	277	(906.1)%
Net interest income after provision for credit losses	182,187	148,467	22.7%	363,257	289,063	25.7%
Noninterest income						
Service charges on deposit accounts	8,896	7,766	14.6%	17,909	15,229	17.6%
Wealth management fees	8,252	7,787	6.0%	18,734	15,924	17.6%
Bankcard income	3,032	3,737	(18.9)%	6,612	7,047	(6.2)%
Client derivative fees	1,443	1,674	(13.8)%	5,453	3,245	68.0%
Foreign exchange income	13,101	13,760	(4.8)%	29,414	26,304	11.8%
Leasing business income	22,750	20,797	9.4%	44,358	39,500	12.3%
Net gains from sales of loans	6,658	6,687	(0.4)%	12,705	11,009	15.4%
Net gain (loss) on investment securities	(337)	243	(238.7)%	(1,597)	(9,706)	(83.5)%
Gain on bargain purchase	3,189	0	100.0%	12,081	0	100.0%
Other	6,807	5,612	21.3%	10,028	10,594	(5.3)%
Total noninterest income	73,791	68,063	8.4%	155,697	119,146	30.7%
Noninterest expenses						
Salaries and employee benefits	86,917	74,917	16.0%	186,773	150,155	24.4%
Net occupancy	7,535	5,845	28.9%	15,088	11,864	27.2%
Furniture and equipment	4,310	3,441	25.3%	9,003	7,254	24.1%
Data processing	13,554	9,020	50.3%	26,208	17,779	47.4%
Marketing	3,616	2,737	32.1%	6,268	4,755	31.8%
Professional services	7,387	3,549	108.1%	11,373	6,288	80.9%
Amortization of tax credit investments	669	111	502.7%	1,338	223	500.0%
FDIC assessments	2,878	2,611	10.2%	6,523	5,670	15.0%
Intangible amortization	6,229	2,358	164.2%	12,490	4,717	164.8%
Leasing business expense	14,633	13,155	11.2%	28,762	25,957	10.8%
Other	13,814	10,927	26.4%	27,124	22,085	22.8%
Total noninterest expenses	161,542	128,671	25.5%	330,950	256,747	28.9%
Income before income taxes	94,436	87,859	7.5%	188,004	151,462	24.1%
Income tax expense	17,980	17,863	0.7%	37,103	30,173	23.0%
Net income	\$ 76,456	\$ 69,996	9.2%	\$ 150,901	\$ 121,289	24.4%
ADDITIONAL DATA						
Net earnings per share - basic	\$ 0.74	\$ 0.74		\$ 1.45	\$ 1.28	
Net earnings per share - diluted	\$ 0.73	\$ 0.73		\$ 1.44	\$ 1.27	
Dividends declared per share	\$ 0.25	\$ 0.24		\$ 0.50	\$ 0.48	
Return on average assets	1.37%	1.52%		1.36%	1.33%	
Return on average shareholders' equity	10.39%	11.16%		10.32%	9.83%	
Interest income	\$ 280,921	\$ 245,900	14.2%	\$ 563,339	\$ 486,319	15.8%
Tax equivalent adjustment	1,161	1,246	(6.8)%	2,347	2,459	(4.6)%
Interest income - tax equivalent	282,082	247,146	14.1%	565,686	488,778	15.7%
Interest expense	90,544	87,631	3.3%	183,352	178,754	2.6%
Net interest income - tax equivalent	\$ 191,538	\$ 159,515	20.1%	\$ 382,334	\$ 310,024	23.3%
Net interest margin	3.96%	4.01%		3.96%	3.93%	
Net interest margin (fully tax equivalent) ⁽¹⁾	3.98%	4.05%		3.98%	3.96%	
Full-time equivalent employees	2,371	2,033				

⁽¹⁾ The tax equivalent adjustment to net interest income recognizes the income tax savings when comparing taxable and tax-exempt assets and assumes a 21% tax rate. Management believes that it is a standard practice in the banking industry to present net interest income on a fully tax equivalent basis. Therefore, management believes these measures provide useful information to investors by allowing them to make peer comparisons. Management also uses these measures to make peer comparisons.

FIRST FINANCIAL BANCORP.
CONSOLIDATED QUARTERLY STATEMENTS OF INCOME
(Dollars in thousands, except per share data)
(Unaudited)

	2026			
	Second Quarter	First Quarter	Year to Date	% Change Linked Qtr.
Interest income				
Loans and leases, including fees	\$ 219,164	\$ 224,951	\$ 444,115	(2.6)%
Investment securities				
Taxable	53,904	49,491	103,395	8.9%
Tax-exempt	2,472	2,526	4,998	(2.1)%
Total investment securities interest	56,376	52,017	108,393	8.4%
Other earning assets	5,381	5,450	10,831	(1.3)%
Total interest income	280,921	282,418	563,339	(0.5)%
Interest expense				
Deposits	79,250	79,735	158,985	(0.6)%
Short-term borrowings	4,997	5,168	10,165	(3.3)%
Long-term borrowings	6,297	7,905	14,202	(20.3)%
Total interest expense	90,544	92,808	183,352	(2.4)%
Net interest income	190,377	189,610	379,987	0.4%
Provision for credit losses-loans and leases	12,933	6,030	18,963	114.5%
Provision for credit losses-unfunded commitments	(4,743)	2,510	(2,233)	(289.0)%
Net interest income after provision for credit losses	182,187	181,070	363,257	0.6%
Noninterest income				
Service charges on deposit accounts	8,896	9,013	17,909	(1.3)%
Wealth management fees	8,252	10,482	18,734	(21.3)%
Bankcard income	3,032	3,580	6,612	(15.3)%
Client derivative fees	1,443	4,010	5,453	(64.0)%
Foreign exchange income	13,101	16,313	29,414	(19.7)%
Leasing business income	22,750	21,608	44,358	5.3%
Net gains from sales of loans	6,658	6,047	12,705	10.1%
Net gain (loss) on investment securities	(337)	(1,260)	(1,597)	(73.3)%
Gain on bargain purchase	3,189	8,892	12,081	(64.1)%
Other	6,807	3,221	10,028	111.3%
Total noninterest income	73,791	81,906	155,697	(9.9)%
Noninterest expenses				
Salaries and employee benefits	86,917	99,856	186,773	(13.0)%
Net occupancy	7,535	7,553	15,088	(0.2)%
Furniture and equipment	4,310	4,693	9,003	(8.2)%
Data processing	13,554	12,654	26,208	7.1%
Marketing	3,616	2,652	6,268	36.3%
Professional services	7,387	3,986	11,373	85.3%
Amortization of tax credit investments	669	669	1,338	0.0%
FDIC assessments	2,878	3,645	6,523	(21.0)%
Intangible amortization	6,229	6,261	12,490	(0.5)%
Leasing business expense	14,633	14,129	28,762	3.6%
Other	13,814	13,310	27,124	3.8%
Total noninterest expenses	161,542	169,408	330,950	(4.6)%
Income before income taxes	94,436	93,568	188,004	0.9%
Income tax expense	17,980	19,123	37,103	(6.0)%
Net income	\$ 76,456	\$ 74,445	\$ 150,901	2.7%
ADDITIONAL DATA				
Net earnings per share - basic	\$ 0.74	\$ 0.72	\$ 1.45	
Net earnings per share - diluted	\$ 0.73	\$ 0.71	\$ 1.44	
Dividends declared per share	\$ 0.25	\$ 0.25	\$ 0.50	
Return on average assets	1.37%	1.34%	1.36%	
Return on average shareholders' equity	10.39%	10.24%	10.32%	
Interest income	\$ 280,921	\$ 282,418	\$ 563,339	(0.5)%
Tax equivalent adjustment	1,161	1,186	2,347	(2.1)%
Interest income - tax equivalent	282,082	283,604	565,686	(0.5)%
Interest expense	90,544	92,808	183,352	(2.4)%
Net interest income - tax equivalent	\$ 191,538	\$ 190,796	\$ 382,334	0.4%
Net interest margin	3.96%	3.97%	3.96%	
Net interest margin (fully tax equivalent) ⁽¹⁾	3.98%	3.99%	3.98%	

Full-time equivalent employees	2,371	2,319
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(1) The tax equivalent adjustment to net interest income recognizes the income tax savings when comparing taxable and tax-exempt assets and assumes a 21% tax rate. Management believes that it is a standard practice in the banking industry to present net interest income on a fully tax equivalent basis. Therefore, management believes these measures provide useful information to investors by allowing them to make peer comparisons. Management also uses these measures to make peer comparisons.

FIRST FINANCIAL BANCORP.
CONSOLIDATED QUARTERLY STATEMENTS OF INCOME
(Dollars in thousands, except per share data)
(Unaudited)

	2025				
	Fourth Quarter	Third Quarter	Second Quarter	First Quarter	Full Year
Interest income					
Loans and leases, including fees	\$ 215,663	\$ 204,865	\$ 201,460	\$ 197,163	\$ 819,151
Investment securities					
Taxable	40,971	36,421	36,243	34,401	148,036
Tax-exempt	2,363	2,195	2,233	2,204	8,995
Total investment securities interest	43,334	38,616	38,476	36,605	157,031
Other earning assets	6,334	6,773	5,964	6,651	25,722
Total interest income	265,331	250,254	245,900	240,419	1,001,904
Interest expense					
Deposits	78,861	77,766	75,484	78,641	310,752
Short-term borrowings	4,925	5,979	6,393	7,545	24,842
Long-term borrowings	7,550	6,023	5,754	4,937	24,264
Total interest expense	91,336	89,768	87,631	91,123	359,858
Net interest income	173,995	160,486	158,269	149,296	642,046
Provision for credit losses-loans and leases	9,688	8,612	9,084	9,141	36,525
Provision for credit losses-unfunded commitments	412	453	718	(441)	1,142
Net interest income after provision for credit losses	163,895	151,421	148,467	140,596	604,379
Noninterest income					
Service charges on deposit accounts	8,308	7,829	7,766	7,463	31,366
Wealth management fees	9,288	7,351	7,787	8,137	32,563
Bankcard income	3,590	3,589	3,737	3,310	14,226
Client derivative fees	2,681	1,876	1,674	1,571	7,802
Foreign exchange income	22,696	16,666	13,760	12,544	65,666
Leasing business income	19,523	20,997	20,797	18,703	80,020
Net gains from sales of loans	7,041	6,835	6,687	4,322	24,885
Net gain (loss) on investment securities	(12,576)	(42)	243	(9,949)	(22,324)
Other	4,216	8,424	5,612	4,982	23,234
Total noninterest income	64,767	73,525	68,063	51,083	257,438
Noninterest expenses					
Salaries and employee benefits	85,123	80,607	74,917	75,238	315,885
Net occupancy	6,315	6,003	5,845	6,019	24,182
Furniture and equipment	3,940	3,582	3,441	3,813	14,776
Data processing	10,465	9,591	9,020	8,759	37,835
Marketing	3,056	2,359	2,737	2,018	10,170
Professional services	6,231	2,314	3,549	2,739	14,833
Amortization of tax credit investments	800	112	111	112	1,135
FDIC assessments	2,923	2,611	2,611	3,059	11,204
Intangible amortization	3,927	2,359	2,358	2,359	11,003
Leasing business expense	13,837	13,911	13,155	12,802	53,705
Other	12,914	10,820	10,927	11,158	45,819
Total noninterest expenses	149,531	134,269	128,671	128,076	540,547
Income before income taxes	79,131	90,677	87,859	63,603	321,270
Income tax expense	16,738	18,754	17,863	12,310	65,665
Net income	\$ 62,393	\$ 71,923	\$ 69,996	\$ 51,293	\$ 255,605

ADDITIONAL DATA

Net earnings per share - basic	\$ 0.65	\$ 0.76	\$ 0.74	\$ 0.54	\$ 2.68
Net earnings per share - diluted	\$ 0.64	\$ 0.75	\$ 0.73	\$ 0.54	\$ 2.66
Dividends declared per share	\$ 0.25	\$ 0.25	\$ 0.24	\$ 0.24	\$ 0.98
Return on average assets	1.22%	1.54%	1.52%	1.13%	1.35%
Return on average shareholders' equity	9.18%	11.08%	11.16%	8.46%	9.98%
Interest income	\$ 265,331	\$ 250,254	\$ 245,900	\$ 240,419	\$ 1,001,904
Tax equivalent adjustment	1,227	1,248	1,246	1,213	4,934
Interest income - tax equivalent	266,558	251,502	247,146	241,632	1,006,838
Interest expense	91,336	89,768	87,631	91,123	359,858
Net interest income - tax equivalent	\$ 175,222	\$ 161,734	\$ 159,515	\$ 150,509	\$ 646,980
Net interest margin	3.96%	3.99%	4.01%	3.84%	3.95%
Net interest margin (fully tax equivalent) ⁽¹⁾	3.98%	4.02%	4.05%	3.88%	3.98%
Full-time equivalent employees	2,164	1,986	2,033	2,021	

⁽¹⁾ The tax equivalent adjustment to net interest income recognizes the income tax savings when comparing taxable and tax-exempt assets and assumes a 21% tax rate. Management believes that it is a standard practice in the banking industry to present net interest income on a fully tax equivalent basis. Therefore, management believes these measures provide useful information to investors by allowing them to make peer comparisons. Management also uses these measures to make peer comparisons.

FIRST FINANCIAL BANCORP.
CONSOLIDATED STATEMENTS OF CONDITION
(Dollars in thousands)
(Unaudited)

	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025	% Change Linked Qtr.	% Change Comp Qtr.
ASSETS							
Cash and due from banks	\$ 206,361	\$ 170,641	\$ 178,553	\$ 174,659	\$ 210,187	20.9%	(1.8)%
Interest-bearing deposits with other banks	579,194	1,032,259	597,338	565,080	570,173	(43.9)%	1.6%
Investment securities available-for-sale	4,733,713	4,953,023	3,971,932	3,422,595	3,386,562	(4.4)%	39.8%
Investment securities held-to-maturity	46,067	49,631	58,545	71,595	72,994	(7.2)%	(36.9)%
Other investments	137,755	137,018	129,564	117,120	122,322	0.5%	12.6%
Loans held for sale	33,125	18,280	16,953	21,466	26,504	81.2%	25.0%
Loans and leases							
Commercial and industrial	4,842,347	4,693,786	4,632,241	3,838,630	3,927,771	3.2%	23.3%
Lease financing	659,328	649,645	638,527	596,734	587,176	1.5%	12.3%
Construction real estate	599,258	591,080	677,339	627,960	732,777	1.4%	(18.2)%
Commercial real estate	4,548,887	4,473,468	4,384,556	4,048,370	3,961,513	1.7%	14.8%
Residential real estate	1,805,044	1,831,338	1,832,184	1,494,464	1,492,688	(1.4)%	20.9%
Home equity	1,058,175	1,026,839	1,005,204	935,975	903,299	3.1%	17.1%
Installment	156,470	162,314	188,694	109,764	116,598	(3.6)%	34.2%
Credit card	65,405	66,371	65,325	62,654	64,374	(1.5)%	1.6%
Total loans	13,734,914	13,494,841	13,424,070	11,714,551	11,786,196	1.8%	16.5%
Less:							
Allowance for credit losses	(189,912)	(183,716)	(186,487)	(161,916)	(158,522)	3.4%	19.8%
Net loans	13,545,002	13,311,125	13,237,583	11,552,635	11,627,674	1.8%	16.5%
Premises and equipment	229,763	228,384	204,760	198,251	197,741	0.6%	16.2%
Operating leases	241,742	220,061	214,003	214,667	217,100	9.9%	11.4%
Goodwill	1,099,936	1,099,543	1,099,524	1,007,656	1,007,656	0.0%	9.2%
Other intangibles	140,705	145,927	118,832	73,797	75,458	(3.6)%	86.5%
Accrued interest and other assets	1,446,316	1,413,923	1,301,792	1,134,985	1,119,884	2.3%	29.1%
Total Assets	\$ 22,439,679	\$ 22,779,815	\$ 21,129,379	\$ 18,554,506	\$ 18,634,255	(1.5)%	20.4%
LIABILITIES							
Deposits							
Interest-bearing demand	\$ 3,804,301	\$ 3,658,155	\$ 3,360,613	\$ 2,983,132	\$ 3,057,232	4.0%	24.4%
Savings	6,423,986	6,460,546	5,973,532	5,029,097	4,979,124	(0.6)%	29.0%
Time	3,650,043	3,817,268	3,622,227	3,293,707	3,201,711	(4.4)%	14.0%
Total interest-bearing deposits	13,878,330	13,935,969	12,956,372	11,305,936	11,238,067	(0.4)%	23.5%
Noninterest-bearing	3,704,899	3,982,753	3,465,470	3,127,512	3,131,926	(7.0)%	18.3%
Total deposits	17,583,229	17,918,722	16,421,842	14,433,448	14,369,993	(1.9)%	22.4%
FHLB short-term borrowings	570,000	550,000	675,000	550,000	680,000	3.6%	(16.2)%
Other	39,532	70,457	332	45,167	4,699	(43.9)%	741.3%
Total short-term borrowings	609,532	620,457	675,332	595,167	684,699	(1.8)%	(11.0)%
Long-term debt	382,550	380,176	514,052	221,823	344,955	0.6%	10.9%
Total borrowed funds	992,082	1,000,633	1,189,384	816,990	1,029,654	(0.9)%	(3.6)%
Accrued interest and other liabilities	876,880	919,835	748,937	672,213	676,453	(4.7)%	29.6%
Total Liabilities	19,452,191	19,839,190	18,360,163	15,922,651	16,076,100	(2.0)%	21.0%
SHAREHOLDERS' EQUITY							
Common stock	1,792,158	1,789,676	1,647,618	1,641,315	1,638,796	0.1%	9.4%
Retained earnings	1,535,765	1,485,573	1,437,286	1,399,577	1,351,674	3.4%	13.6%
Accumulated other comprehensive income (loss)	(223,720)	(217,430)	(189,942)	(223,000)	(246,384)	2.9%	(9.2)%
Treasury stock, at cost	(116,715)	(117,194)	(125,746)	(186,037)	(185,931)	(0.4)%	(37.2)%
Total Shareholders' Equity	2,987,488	2,940,625	2,769,216	2,631,855	2,558,155	1.6%	16.8%
Total Liabilities and Shareholders' Equity	\$ 22,439,679	\$ 22,779,815	\$ 21,129,379	\$ 18,554,506	\$ 18,634,255	(1.5)%	20.4%

FIRST FINANCIAL BANCORP.
AVERAGE CONSOLIDATED STATEMENTS OF CONDITION
(Dollars in thousands)
(Unaudited)

	Quarterly Averages					Year-to-Date Averages	
	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025	June 30, 2026	2025
ASSETS							
Cash and due from banks	\$ 182,261	\$ 227,115	\$ 178,403	\$ 165,210	\$ 174,375	\$ 204,564	\$ 169,581
Interest-bearing deposits with other banks	605,647	596,094	647,347	610,074	542,815	600,897	579,112
Investment securities	5,079,730	4,769,261	3,988,846	3,552,014	3,478,921	4,925,353	3,445,443
Loans held for sale	32,458	451,139	32,425	26,366	25,026	240,642	17,660
Loans and leases							
Commercial and industrial	4,723,431	4,771,066	4,310,399	3,890,886	3,881,001	4,747,117	3,834,363
Lease financing	646,520	630,204	617,518	592,510	581,091	638,407	583,094
Construction real estate	583,146	643,270	679,884	711,011	784,028	613,042	790,528
Commercial real estate	4,546,901	4,446,231	4,240,042	3,993,549	3,958,730	4,496,844	3,988,306
Residential real estate	1,812,228	1,834,467	1,717,439	1,489,942	1,485,479	1,823,286	1,480,618
Home equity	1,043,805	1,016,080	981,406	919,368	891,761	1,030,019	875,050
Installment	158,760	166,979	164,013	114,058	117,724	162,847	122,432
Credit card	71,790	68,888	69,141	68,375	68,000	70,347	66,921
Total loans	13,586,581	13,577,185	12,779,842	11,779,699	11,767,814	13,581,909	11,741,312
Less:							
Allowance for credit losses	(186,331)	(200,745)	(179,275)	(162,417)	(158,170)	(193,498)	(158,188)
Net loans	13,400,250	13,376,440	12,600,567	11,617,282	11,609,644	13,388,411	11,583,124
Premises and equipment	230,343	230,154	202,956	199,167	198,407	230,249	198,701
Operating leases	234,460	215,318	211,091	217,404	212,684	224,942	208,953
Goodwill	1,099,742	1,099,543	1,069,781	1,007,656	1,007,656	1,099,643	1,007,656
Other intangibles	143,403	149,631	104,184	74,448	76,076	146,500	77,142
Accrued interest and other assets	1,383,145	1,345,026	1,220,939	1,096,567	1,093,833	1,364,191	1,106,789
Total Assets	\$ 22,391,439	\$ 22,459,721	\$ 20,256,539	\$ 18,566,188	\$ 18,419,437	\$ 22,425,392	\$ 18,394,161
LIABILITIES							
Deposits							
Interest-bearing demand	\$ 3,762,177	\$ 3,626,103	\$ 3,276,425	\$ 3,036,296	\$ 3,066,986	\$ 3,694,516	\$ 3,078,691
Savings	6,434,399	6,406,223	5,740,651	5,054,563	5,005,526	6,420,389	4,962,007
Time	3,678,808	3,868,224	3,504,872	3,296,789	3,139,182	3,772,993	3,140,137
Total interest-bearing deposits	13,875,384	13,900,550	12,521,948	11,387,648	11,211,694	13,887,898	11,180,835
Noninterest-bearing	3,811,391	3,745,002	3,436,709	3,124,277	3,143,081	3,778,380	3,117,203
Total deposits	17,686,775	17,645,552	15,958,657	14,511,925	14,354,775	17,666,278	14,298,038
Federal funds purchased and securities sold							
under agreements to repurchase	3,351	16,278	2,283	12,434	4,780	9,779	3,425
FHLB short-term borrowings	508,931	538,084	444,511	497,092	532,198	523,427	542,873
Other	0	0	13,891	21,519	26,226	0	62,600
Total short-term borrowings	512,282	554,362	460,685	531,045	563,204	533,206	608,898
Long-term debt	379,354	457,799	387,965	292,301	347,369	418,360	346,806
Total borrowed funds	891,636	1,012,161	848,650	823,346	910,573	951,566	955,704
Accrued interest and other liabilities	861,791	854,423	753,651	655,714	638,342	858,127	653,493
Total Liabilities	19,440,202	19,512,136	17,560,958	15,990,985	15,903,690	19,475,971	15,907,235
SHAREHOLDERS' EQUITY							
Common stock	1,790,690	1,795,255	1,644,923	1,639,986	1,637,782	1,792,960	1,639,390
Retained earnings	1,499,207	1,448,012	1,406,388	1,369,069	1,322,168	1,473,751	1,302,344
Accumulated other comprehensive loss	(221,515)	(173,065)	(209,767)	(247,746)	(257,873)	(197,424)	(266,423)
Treasury stock, at cost	(117,145)	(122,617)	(145,963)	(186,106)	(186,330)	(119,866)	(188,385)
Total Shareholders' Equity	2,951,237	2,947,585	2,695,581	2,575,203	2,515,747	2,949,421	2,486,926
Total Liabilities and Shareholders' Equity	\$ 22,391,439	\$ 22,459,721	\$ 20,256,539	\$ 18,566,188	\$ 18,419,437	\$ 22,425,392	\$ 18,394,161

FIRST FINANCIAL BANCORP.
NET INTEREST MARGIN RATE/VOLUME ANALYSIS
(Dollars in thousands)
(Unaudited)

	Quarterly Averages									Year-to-Date Averages			
	June 30, 2026			March 31, 2026			June 30, 2025			June 30, 2026		June 30, 2025	
	Balance	Interest	Yield	Balance	Interest	Yield	Balance	Interest	Yield	Balance	Yield	Balance	Yield
Earning assets													
Investments:													
Investment securities	\$ 5,079,730	\$ 56,376	4.45%	\$ 4,769,261	\$ 52,017	4.42%	\$ 3,478,921	\$ 38,476	4.44%	\$ 4,925,353	4.44%	\$ 3,445,443	4.39%
Interest-bearing deposits with other banks	605,647	5,381	3.56%	596,094	5,450	3.71%	542,815	5,964	4.41%	600,897	3.63%	579,112	4.39%
Gross loans ⁽¹⁾	13,619,039	219,164	6.45%	14,028,324	224,951	6.50%	11,792,840	201,460	6.85%	13,822,551	6.48%	11,758,972	6.84%
Total earning assets	19,304,416	280,921	5.84%	19,393,679	282,418	5.91%	15,814,576	245,900	6.24%	19,348,801	5.87%	15,783,527	6.21%
Nonearning assets													
Allowance for credit losses	(186,331)			(200,745)			(158,170)			(193,498)		(158,188)	
Cash and due from banks	182,261			227,115			174,375			204,564		169,581	
Accrued interest and other assets	3,091,093			3,039,672			2,588,656			3,065,525		2,599,241	
Total assets	\$ 22,391,439			\$ 22,459,721			\$ 18,419,437			\$ 22,425,392		\$ 18,394,161	
Interest-bearing liabilities													
Deposits:													
Interest-bearing demand	\$ 3,762,177	\$ 14,288	1.52%	\$ 3,626,103	\$ 13,281	1.49%	\$ 3,066,986	\$ 14,139	1.85%	\$ 3,694,516	1.50%	\$ 3,078,691	1.92%
Savings	6,434,399	33,405	2.08%	6,406,223	32,480	2.06%	5,005,526	29,942	2.40%	6,420,389	2.07%	4,962,007	2.45%
Time	3,678,808	31,557	3.44%	3,868,224	33,974	3.56%	3,139,182	31,403	4.01%	3,772,993	3.50%	3,140,137	4.14%
Total interest-bearing deposits	13,875,384	79,250	2.29%	13,900,550	79,735	2.33%	11,211,694	75,484	2.70%	13,887,898	2.31%	11,180,835	2.78%
Borrowed funds													
Short-term borrowings	512,282	4,997	3.91%	554,362	5,168	3.78%	563,204	6,393	4.55%	533,206	3.84%	608,898	4.62%
Long-term debt	379,354	6,297	6.66%	457,799	7,905	7.00%	347,369	5,754	6.64%	418,360	6.85%	346,806	6.22%
Total borrowed funds	891,636	11,294	5.08%	1,012,161	13,073	5.24%	910,573	12,147	5.35%	951,566	5.16%	955,704	5.20%
Total interest-bearing liabilities	14,767,020	90,544	2.46%	14,912,711	92,808	2.52%	12,122,267	87,631	2.90%	14,839,464	2.49%	12,136,539	2.97%
Noninterest-bearing liabilities													
Noninterest-bearing demand deposits	3,811,391			3,745,002			3,143,081			3,778,380		3,117,203	
Other liabilities	861,791			854,423			638,342			858,127		653,493	
Shareholders' equity	2,951,237			2,947,585			2,515,747			2,949,421		2,486,926	
Total liabilities& shareholders' equity	\$ 22,391,439			\$ 22,459,721			\$ 18,419,437			\$ 22,425,392		\$ 18,394,161	
Net interest income	\$ 190,377			\$ 189,610			\$ 158,269			\$ 379,987		\$ 307,565	
Net interest spread			3.38%			3.39%			3.34%		3.38%		3.24%
Net interest margin			3.96%			3.97%			4.01%		3.96%		3.93%
Tax equivalent adjustment			0.02%			0.02%			0.04%		0.02%		0.03%
Net interest margin (fully tax equivalent)			3.98%			3.99%			4.05%		3.98%		3.96%

⁽¹⁾ Loans held for sale and nonaccrual loans are included in gross loans.

FIRST FINANCIAL BANCORP.
NET INTEREST MARGIN RATE/VOLUME ANALYSIS ⁽¹⁾
(Dollars in thousands)
(Unaudited)

	Linked Qtr. Income Variance			Comparable Qtr. Income Variance			Year-to-Date Income Variance		
	Rate	Volume	Total	Rate	Volume	Total	Rate	Volume	Total
Earning assets									
Investment securities	\$ 332	\$ 4,027	\$ 4,359	\$ 134	\$ 17,766	\$ 17,900	\$ 743	\$ 32,569	\$ 33,312
Interest-bearing deposits with other banks	(212)	143	(69)	(1,141)	558	(583)	(2,177)	393	(1,784)
Gross loans ⁽²⁾	(1,681)	(4,106)	(5,787)	(11,684)	29,388	17,704	(20,810)	66,302	45,492
Total earning assets	<u>(1,561)</u>	<u>64</u>	<u>(1,497)</u>	<u>(12,691)</u>	<u>47,712</u>	<u>35,021</u>	<u>(22,244)</u>	<u>99,264</u>	<u>77,020</u>
Interest-bearing liabilities									
Total interest-bearing deposits	\$ (1,214)	\$ 729	\$ (485)	\$ (11,448)	\$ 15,214	\$ 3,766	\$ (26,130)	\$ 30,990	\$ 4,860
Borrowed funds									
Short-term borrowings	180	(351)	(171)	(899)	(497)	(1,396)	(2,330)	(1,443)	(3,773)
Long-term debt	(389)	(1,219)	(1,608)	12	531	543	1,082	2,429	3,511
Total borrowed funds	(209)	(1,570)	(1,779)	(887)	34	(853)	(1,248)	986	(262)
Total interest-bearing liabilities	<u>(1,423)</u>	<u>(841)</u>	<u>(2,264)</u>	<u>(12,335)</u>	<u>15,248</u>	<u>2,913</u>	<u>(27,378)</u>	<u>31,976</u>	<u>4,598</u>
Net interest income ⁽¹⁾	<u>\$ (138)</u>	<u>\$ 905</u>	<u>\$ 767</u>	<u>\$ (356)</u>	<u>\$ 32,464</u>	<u>\$ 32,108</u>	<u>\$ 5,134</u>	<u>\$ 67,288</u>	<u>\$ 72,422</u>

⁽¹⁾ Not tax equivalent.

⁽²⁾ Loans held for sale and nonaccrual loans are included in gross loans.

FIRST FINANCIAL BANCORP.
CREDIT QUALITY
(Dollars in thousands)
(Unaudited)

	Three Months Ended,					Six months ended	
	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025	June 30, 2026	June 30, 2025
ALLOWANCE FOR CREDIT LOSS ACTIVITY							
Balance at beginning of period	\$ 183,716	\$ 186,487	\$ 161,916	\$ 158,522	\$ 155,482	\$ 186,487	\$ 156,791
Initial allowance on purchased loans	0	2,829	23,652	0	0	2,829	0
Provision for credit losses	12,933	6,030	9,688	8,612	9,084	18,963	18,225
Gross charge-offs							
Commercial and industrial	2,437	10,788	6,636	2,165	4,996	13,225	13,174
Lease financing	1,314	43	918	298	606	1,357	2,060
Construction real estate	0	0	0	245	0	0	0
Commercial real estate	2,484	29	433	3,105	0	2,513	0
Residential real estate	84	127	151	0	16	211	16
Home equity	262	119	95	92	100	381	186
Installment	1,034	1,058	1,197	1,194	1,120	2,092	2,441
Credit card	704	496	729	577	489	1,200	963
Total gross charge-offs	8,319	12,660	10,159	7,676	7,327	20,979	18,840
Recoveries							
Commercial and industrial	463	100	264	202	290	563	485
Lease financing	114	23	201	291	11	137	40
Construction real estate	0	0	0	0	0	0	0
Commercial real estate	8	28	5	1,138	70	36	94
Residential real estate	18	30	13	58	42	48	66
Home equity	157	116	117	94	74	273	218
Installment	660	598	682	609	716	1,258	1,279
Credit card	162	135	108	66	80	297	164
Total recoveries	1,582	1,030	1,390	2,458	1,283	2,612	2,346
Total net charge-offs	6,737	11,630	8,769	5,218	6,044	18,367	16,494
Ending allowance for credit losses	<u>\$ 189,912</u>	<u>\$ 183,716</u>	<u>\$ 186,487</u>	<u>\$ 161,916</u>	<u>\$ 158,522</u>	<u>\$ 189,912</u>	<u>\$ 158,522</u>
NET CHARGE-OFFS TO AVERAGE LOANS AND LEASES (ANNUALIZED)							
Commercial and industrial	0.17%	0.91%	0.59%	0.20%	0.49%	0.54%	0.67%
Lease financing	0.74%	0.01%	0.46%	0.00%	0.41%	0.39%	0.70%
Construction real estate	0.00%	0.00%	0.00%	0.14%	0.00%	0.00%	0.00%
Commercial real estate	0.22%	0.00%	0.04%	0.20%	(0.01)%	0.11%	0.00%
Residential real estate	0.01%	0.02%	0.03%	(0.02)%	(0.01)%	0.02%	(0.01)%
Home equity	0.04%	0.00%	(0.01)%	0.00%	0.01%	0.02%	(0.01)%
Installment	0.94%	1.12%	1.25%	2.03%	1.38%	1.03%	1.91%
Credit card	3.03%	2.13%	3.56%	2.97%	2.41%	2.59%	2.41%
Total net charge-offs	<u>0.20%</u>	<u>0.35%</u>	<u>0.27%</u>	<u>0.18%</u>	<u>0.21%</u>	<u>0.27%</u>	<u>0.28%</u>
COMPONENTS OF NONACCRUAL LOANS, NONPERFORMING ASSETS, AND UNDERPERFORMING ASSETS							
Nonaccrual loans							
Commercial and industrial	\$ 20,305	\$ 22,576	\$ 27,461	\$ 23,832	\$ 24,489	\$ 20,305	\$ 24,489
Lease financing	7,558	5,857	5,660	5,885	6,243	7,558	6,243
Construction real estate	698	715	1,120	1,120	1,365	698	1,365
Commercial real estate	44,404	49,481	45,590	24,443	23,905	44,404	23,905
Residential real estate	18,260	17,439	18,302	16,452	16,995	18,260	16,995
Home equity	4,095	3,687	2,927	3,567	3,226	4,095	3,226
Installment	832	786	748	652	701	832	701
Total nonaccrual loans	96,152	100,541	101,808	75,951	76,924	96,152	76,924
Other real estate owned (OREO)	174	238	184	111	204	174	204
Total nonperforming assets	96,326	100,779	101,992	76,062	77,128	96,326	77,128
Accruing loans past due 90 days or more	650	1,366	411	592	714	650	714
Total underperforming assets	<u>\$ 96,976</u>	<u>\$ 102,145</u>	<u>\$ 102,403</u>	<u>\$ 76,654</u>	<u>\$ 77,842</u>	<u>\$ 96,976</u>	<u>\$ 77,842</u>
Total classified assets	<u>\$ 226,826</u>	<u>\$ 232,368</u>	<u>\$ 235,451</u>	<u>\$ 218,794</u>	<u>\$ 214,346</u>	<u>\$ 226,826</u>	<u>\$ 214,346</u>
CREDIT QUALITY RATIOS							
Allowance for credit losses to							
Nonaccrual loans	197.51%	182.73%	183.18%	213.18%	206.08%	197.51%	206.08%
Total ending loans	1.38%	1.36%	1.39%	1.38%	1.34%	1.38%	1.34%
Nonaccrual loans to total loans	0.70%	0.75%	0.76%	0.65%	0.65%	0.70%	0.65%
Nonperforming assets to							
Ending loans, plus OREO	0.70%	0.75%	0.76%	0.65%	0.65%	0.70%	0.65%
Total assets	0.43%	0.44%	0.48%	0.41%	0.41%	0.43%	0.41%
Classified assets to total assets	1.01%	1.02%	1.11%	1.18%	1.15%	1.01%	1.15%

FIRST FINANCIAL BANCORP.
CAPITAL ADEQUACY
(Dollars in thousands, except per share data)
(Unaudited)

	Three Months Ended,					Six months ended,	
	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025	June 30, 2026	June 30, 2025
PER COMMON SHARE							
Market Price							
High	\$ 33.90	\$ 31.16	\$ 26.98	\$ 26.79	\$ 25.19	\$ 33.90	\$ 29.04
Low	\$ 28.06	\$ 25.09	\$ 23.26	\$ 23.55	\$ 22.05	\$ 25.09	\$ 22.05
Close	\$ 33.83	\$ 27.88	\$ 25.02	\$ 25.25	\$ 24.26	\$ 33.83	\$ 24.26
Average shares outstanding - basic	103,938,322	103,705,269	96,724,148	94,889,341	94,860,428	103,822,439	94,753,700
Average shares outstanding - diluted	104,936,741	104,615,405	97,593,800	95,753,798	95,741,696	104,776,961	95,633,579
Ending shares outstanding	104,956,458	104,932,829	98,521,726	95,757,250	95,760,617	104,956,458	95,760,617
Total shareholders' equity	\$ 2,987,488	\$ 2,940,625	\$ 2,769,216	\$ 2,631,855	\$ 2,558,155	\$ 2,987,488	\$ 2,558,155
REGULATORY CAPITAL							
	<i>Preliminary</i>					<i>Preliminary</i>	
Common equity tier 1 capital	\$ 2,029,668	\$ 1,970,561	\$ 1,798,266	\$ 1,828,843	\$ 1,776,038	\$ 2,029,668	\$ 1,776,038
Common equity tier 1 capital ratio	12.33%	12.22%	11.32%	12.91%	12.57%	12.33%	12.57%
Tier 1 capital	\$ 2,075,286	\$ 2,016,070	\$ 1,843,672	\$ 1,874,191	\$ 1,821,316	\$ 2,075,286	\$ 1,821,316
Tier 1 ratio	12.61%	12.50%	11.60%	13.23%	12.89%	12.61%	12.89%
Total capital	\$ 2,591,169	\$ 2,531,334	\$ 2,457,377	\$ 2,170,546	\$ 2,116,180	\$ 2,591,169	\$ 2,116,180
Total capital ratio	15.75%	15.70%	15.46%	15.32%	14.98%	15.75%	14.98%
Total capital in excess of minimum requirement	\$ 863,256	\$ 837,959	\$ 788,889	\$ 683,018	\$ 632,563	\$ 863,256	\$ 632,563
Total risk-weighted assets	\$ 16,456,311	\$ 16,127,377	\$ 15,890,363	\$ 14,166,935	\$ 14,129,683	\$ 16,456,311	\$ 14,129,683
Leverage ratio	9.66%	9.39%	9.53%	10.50%	10.28%	9.66%	10.28%
OTHER CAPITAL RATIOS							
Ending shareholders' equity to ending assets	13.31%	12.91%	13.11%	14.18%	13.73%	13.31%	13.73%
Ending tangible shareholders' equity to ending tangible assets ⁽¹⁾	8.24%	7.87%	7.79%	8.87%	8.40%	8.24%	8.40%
Average shareholders' equity to average assets	13.18%	13.12%	13.31%	13.87%	13.66%	13.15%	13.52%
Average tangible shareholders' equity to average tangible assets ⁽¹⁾	8.08%	8.01%	7.97%	8.54%	8.26%	8.04%	8.10%
REPURCHASE PROGRAM ⁽²⁾							
Shares repurchased	0	0	0	0	0	0	0
Average share repurchase price	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total cost of shares repurchased	N/A	N/A	N/A	N/A	N/A	N/A	N/A

⁽¹⁾ Non-GAAP measure. For details on the calculation of these non-GAAP financial measures and a reconciliation to the GAAP financial measure, see the sections titled "Use of Non-GAAP Financial Measures" in this release and "Appendix: Non-GAAP to GAAP Reconciliation" in the accompanying slide presentation.

⁽²⁾ Represents share repurchases as part of publicly announced plans.

N/A = Not applicable

earnings presentation and agreement to acquire Finward Bancorp

- Second Quarter 2026



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forward looking statements disclosure

Certain statements in this presentation constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Rule 175 promulgated thereunder, and Section 21E of the Securities Exchange Act of 1934, as amended, and Rule 3b-6 promulgated thereunder, which statements involve inherent risks and uncertainties. Examples of forward-looking statements include, but are not limited to, (a) statements regarding First Financial Bancorp's (the "Company" or "First Financial") operations, such as (i) our future operating or financial performance, including revenues, income or loss and earnings per share, (ii) future common stock dividends, (iii) our capital structure, including future capital levels, (iv) our plans, objectives and strategies, and (v) the assumptions that underlie our forward-looking statements; and (b) statements regarding the proposed transaction, such as (i) statements regarding the outlook and expectations of First Financial and Finward Bancorp ("Finward"), respectively, with respect to the proposed transaction, (ii) the strategic benefits and financial benefits of the proposed transaction, including the expected impact of the proposed transactions on the combined First Financial's future financial performance (including anticipated accretion to earnings per share, the tangible book value earn-back period and other operating and return metrics), (iii) the timing of the closing of the proposed transaction, and (iv) the ability to successfully integrate the combined businesses. Such statements are often characterized by the use of qualified words (and their derivatives) such as "may," "will," "anticipate," "could," "should," "would," "believe," "contemplate," "expect," "estimate," "continue," "plan," "project" and "intend," as well as words of similar meaning or other statements concerning opinions or judgment of First Financial or Finward or their respective management about future events. Forward-looking statements are based on assumptions as of the time they are made and are subject to risks, uncertainties and other factors that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence, which could cause actual results to differ materially from anticipated results expressed or implied by such forward-looking statements. Any reference to forward-looking statements by Finward herein is solely related to the proposed transaction. Such risks, uncertainties and assumptions include, among others, the following:

Risks, uncertainties and assumptions regarding First Financial's operations

- economic, market, liquidity, credit, interest rate, operational and technological risks associated with First Financial's business;
- future credit quality and performance, including our expectations regarding future loan losses and our allowance for credit losses;
- the effect of and changes in policies and laws or regulatory agencies, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and other legislation and regulation relating to the banking industry;
- management's ability to effectively execute its business plans;
- pursuit of mergers and acquisitions, including costs or difficulties related to the acquisition and/or integration of any acquired companies;
- the possibility that any of the anticipated benefits of First Financial's prior or contemplated acquisitions will not be realized or will not be realized within the expected time period;
- the effect of changes in accounting policies and practices;
- changes in consumer spending, borrowing and saving and changes in unemployment;
- changes in customers' performance and creditworthiness;
- the costs and effects of litigation and of unexpected or adverse outcomes in such litigation;
- current and future economic and market conditions, including the effects of changes in housing prices, fluctuations in unemployment rates, U.S. fiscal debt, budget and tax matters, geopolitical matters, trade and tariff policies, and any slowdown in global economic growth;
- our capital and liquidity requirements (including under regulatory capital standards, such as the Basel III capital standards) and our ability to generate capital internally or raise capital on favorable terms;
- financial services reform and other current, pending or future legislation or regulation that could have a negative effect on our revenue and businesses, including the Dodd-Frank Act and other legislation and regulation relating to bank products and services;
- the effect of the current interest rate environment or changes in interest rates or in the level or composition of our assets or liabilities on our net interest income, net interest margin and our mortgage originations, mortgage servicing rights and mortgage loans held for sale; the effect of a fall in stock market prices on our brokerage, asset and wealth management businesses;
- a failure in or breach of our operational or security systems or infrastructure, or those of our third-party vendors or other service providers, including as a result of cyber attacks;
- the effect of changes in the level of checking or savings account deposits on our funding costs and net interest margin; and
- our ability to develop and execute effective business plans and strategies.

forward looking statements disclosure

Risks, uncertainties and assumptions regarding the proposed transaction

- the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the merger agreement;
- the failure to obtain necessary regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined First Financial or the expected benefits of the proposed transaction) and the possibility that the proposed transaction does not close when expected or at all because required regulatory approvals, the approval by Finward's shareholders, or other approvals and the other conditions to closing are not received or satisfied on a timely basis or at all;
- the outcome of any legal proceedings that may be instituted against First Financial or Finward;
- the possibility that the anticipated benefits of the proposed transaction, including anticipated synergies and strategic gains, are not realized when expected or at all, including as a result of changes in, or problems arising from, general economic and market conditions, interest and exchange rates, monetary policy, laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which First Financial and Finward operate;
- the possibility that the integration of the two companies may be more difficult, time-consuming or costly than expected;
- the impact of purchase accounting with respect to the proposed transaction, or any change in the assumptions used regarding the assets acquired and liabilities assumed to determine their fair value and credit marks;
- the possibility that the proposed transaction may be more expensive or take longer to complete than anticipated, including as a result of unexpected factors or events;
- the diversion of management's attention from ongoing business operations and opportunities;
- potential adverse reactions of First Financial's or Finward's customers or changes to business or employee relationships, including those resulting from the announcement or completion of the proposed transaction;
- a material adverse change in the financial condition of First Financial or Finward;
- changes in First Financial's share price before closing; risks relating to the potential dilutive effect of shares of First Financial's common stock to be issued in the proposed transaction;
- general competitive, economic, political and market conditions;
- the ability to retain key employees, management personnel and other associates of First Financial and Finward following announcement or consummation of the proposed transaction;
- major catastrophes such as earthquakes, floods or other natural or human disasters, including infectious disease outbreaks; and
- other factors that may affect future results of First Financial or Finward, including, among others, changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates; deposit flows; inflation; customer borrowing, repayment, investment and deposit practices; the impact, extent and timing of technological changes; capital management activities; and other actions of the Federal Reserve Board, the Ohio Division of Financial Institutions, the Indiana Department of Financial Institutions, and any other state or federal legislative and regulatory actions and reforms.

These factors are not necessarily all of the factors that could cause First Financial, Finward, or the combined company's actual results, performance or achievements to differ materially from those expressed in or implied by any of the forward-looking statements. Other factors, including unknown or unpredictable factors, also could harm the results of First Financial, Finward, or the combined company. Although each of First Financial and Finward believes that its expectations with respect to forward-looking statements are based upon reasonable assumptions within the bounds of its existing knowledge of its business and operations, there can be no assurance that actual results of First Financial or Finward (as related to the proposed transaction) will not differ materially from any projected future results expressed or implied by such forward-looking statements. Additional factors that could cause results to differ materially from those described above can be found in each of First Financial's and Finward's most recent annual report on Form 10-K for the fiscal year ended December 31, 2025, quarterly reports on Form 10-Q, and other documents subsequently filed by First Financial and Finward with the Securities Exchange Commission ("SEC"). The actual results anticipated for the proposed transaction or First Financial's operations may not be realized or, even if substantially realized, they may not have the expected consequences to or effects on First Financial, Finward or each of their respective businesses or operations. Investors are cautioned not to rely too heavily on any such forward-looking statements. First Financial and Finward urge you to consider all of these risks, uncertainties and other factors carefully in evaluating all such forward-looking statements made by First Financial and Finward. Forward-looking statements speak only as of the date they are made, and First Financial and Finward undertake no obligation to update or clarify these forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent required by applicable law.

forward looking statements disclosure

Non-GAAP Financial Measures

This presentation contains certain financial information determined by methods other than in accordance with accounting principles generally accepted in the United States (GAAP). Such non-GAAP financial information should be considered supplemental to, and not as a substitute for, or superior to, financial measures calculated in accordance with GAAP. However, we believe that non-GAAP reporting provides meaningful information and therefore we use it to supplement our GAAP information. We have chosen to provide this supplemental information to investors, analysts and other interested parties to enable them to perform additional analyses of operating results, to illustrate the results of operations giving effect to the non-GAAP adjustments and to provide an additional measure of performance. We believe this information is helpful in understanding the results of operations separate and apart from items that may, or could, have a disproportional positive or negative impact in any given period. For a reconciliation of the differences between the non-GAAP financial measures and the most comparable GAAP measures, please refer to the reconciliation tables in the appendix at the end of this presentation.

No Offer or Solicitation

This presentation does not constitute an offer to sell or the solicitation of an offer to buy any securities or the solicitation of any vote or approval with respect to the proposed transaction between First Financial and Finward. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, and no offer to sell or solicitation of an offer to buy shall be made in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Important Additional Information about the Transaction and Where to Find It

In connection with the proposed transaction, First Financial intends to file with the SEC a Registration Statement on Form S-4 (the "Registration Statement") to register the shares of First Financial capital stock to be issued in connection with the proposed transaction. The Registration Statement will include a proxy statement of Finward and a prospectus of First Financial (the "Proxy Statement/Prospectus"), and First Financial and Finward may file with the SEC other relevant documents concerning the proposed transaction. BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND PROXY STATEMENT/PROSPECTUS REGARDING THE PROPOSED TRANSACTION WHEN THEY BECOME AVAILABLE AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT FIRST FINANCIAL, FINWARD AND THE PROPOSED TRANSACTION AND RELATED MATTERS.

Participants in Solicitation

Finward and its directors, executive officers, management and employees may be deemed to be participants in the solicitation of proxies in respect of the Merger. Information concerning Finward's participants is set forth in the Proxy Statement, dated April 3, 2026, for Finward's 2026 annual meeting of stockholders as filed with the SEC on Schedule 14A. Additional information regarding the participants in the solicitation of proxies in respect of the proposed transaction and interests of participants of Finward in the solicitation of proxies in respect of the Merger will be included in the Registration Statement and Proxy Statement/Prospectus to be filed with the SEC. Free copies of these documents, when available, may be obtained as described in the preceding paragraph.

2Q 2026 results

143rd Consecutive Quarter of Profitability

Profitability

- Net income – \$76.5 million or \$0.73 per diluted share. Adjusted¹ net income – \$83.9 million or \$0.80 per diluted share
- Return on average assets – 1.37%. Adjusted¹ return on average assets – 1.50%
- Return on average shareholders' equity – 10.39%. Adjusted¹ return on average shareholders' equity – 11.40%
- Return on average tangible common equity – 17.95%. Adjusted¹ return on average tangible common equity – 19.70%

Income Statement

- Net interest income – \$190.4 million
- Net interest margin of 3.96% on a GAAP basis; 3.98% on a fully tax equivalent basis¹
- Noninterest income – \$73.8 million; \$71.9 million as adjusted¹
- Noninterest expense – \$161.5 million; \$149.1 million as adjusted¹
- Efficiency ratio – 61.2%. Adjusted¹ efficiency ratio – 56.8%
- Effective tax rate of 19.0%. Adjusted¹ effective tax rate of 20.1%

Balance Sheet

- EOP assets decreased \$340.1 million compared to the linked quarter to \$22.4 billion
- EOP loans increased \$240.1 million compared to the linked quarter to \$13.7 billion; 7.1% on an annualized basis
- Average deposits increased \$41.2 million compared to the linked quarter to \$17.7 billion
- EOP investment securities decreased \$222.9 million compared to the linked quarter

Asset Quality

- Provision expense – \$8.2 million
- Net charge-offs – \$6.7 million. NCOs / Avg. Loans – 0.20% annualized
- Classified Assets / Total Assets – 1.01%
- NPA / Total Assets – 0.43%
- ACL / Total Loans – 1.38%

Capital

- Total capital ratio – 15.75%
- Tier 1 common equity ratio – 12.33%
- Tangible common equity ratio – 8.24%. Adjusted¹ tangible common equity ratio – 9.30%
- Tangible book value per share – \$16.64

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¹ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliation.

2Q 2026 highlights

- Strong adjusted¹ quarterly earnings driven by robust net interest margin
 - Adjusted¹ earnings per share – \$0.80; highest in Company history
 - Adjusted¹ return on assets – 1.50%
 - Adjusted¹ pre-tax, pre-provision return on assets – 2.03%
 - Adjusted¹ return on average tangible common equity – 19.70%
- Strong loan growth during the quarter
 - EOP loan balances increased \$240 million compared to the linked quarter, or 7.1% on an annualized basis
 - Quarterly growth was broad-based, highlighted by C&I, Summit and seasonal growth from Agile
- Total average deposit balances increased \$41 million
 - Growth in interest bearing demand accounts and seasonal influx of public funds offset declines in retail time deposits and brokered CDs
 - Average noninterest bearing deposits were 20.5% of average total deposits
 - Excluding brokered CDs, average deposits increased \$168.6 million
- Net interest margin (FTE)¹ of 3.98% decreased 1 bp from linked quarter; excluding accretion and loan fees, margin increased 5 bps
 - 6 bp decrease in cost of funds
 - 7 bp decrease in asset yields
 - Decline in loan accretion diluted net interest margin 5 bps
 - Decline primarily related to lower-than-expected prepayment rates on acquired mortgage loans

¹ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliations.

2Q 2026 highlights

- Noninterest income of \$73.8 million; \$71.9 million as adjusted¹
 - Adjustments include \$0.3 million loss on securities and \$2.2 million of acquisition-related adjustments
 - Leasing business income continues strong performance with a 5.3% increase from first quarter to \$22.8 million
 - Other noninterest income increased \$3.6 million, or 111.3% from the linked quarter, due to higher income from bank owned life insurance and limited partnership investments
 - Foreign exchange income of \$13.1 million
- Adjusted¹ noninterest expense of \$149.1 million; 3.7% decrease from first quarter
 - Adjustments¹ include \$11.6 million of acquisition related expenses and \$0.8 million of amortization of tax credit investments and other expenses not expected to recur
 - Decrease from prior quarter driven by lower compensation costs
 - Efficiency ratio of 61.2%; 56.8% as adjusted¹
- Credit quality in line with expectations
 - Total ACL of \$208.2 million; provision expense of \$8.2 million
 - Loans and leases - ACL of \$189.9 million
 - 1.38% of total loans; 2 bp increase from first quarter
 - Unfunded Commitments - ACL of \$18.3 million
 - \$6.7 million in net charge-offs; 0.20% of loans on an annualized basis; 15 bps decline from first quarter
 - Slight declines in classified and nonperforming asset balances
- Capital ratios remain strong
 - Total capital ratio of 15.75%; 5 bp increase from linked quarter
 - Tier 1 common equity of 12.33%; 11 bp increase from linked quarter
 - Tangible book value of \$16.64; increased \$0.49, or 3.0% from linked quarter
 - Tangible common equity increased to 8.24%; 9.30%¹ excluding (\$223.7) million of AOCI
 - Board of Directors approved \$0.01 quarterly dividend increase to \$0.26 to be paid in 3Q26

acquisition update – Westfield and BFIN



Successful conversion of BankFinancial in June



High retention of clients and key associates



On track to achieve financial targets, cost savings and EPS contribution



Cost savings fully implemented as of June 30th for Westfield



BankFinancial cost savings will gradually phase in over the course of the third quarter with full synergies expected by quarter-end

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adjusted net income¹

The table below lists certain adjustments that the Company believes are significant to understanding its quarterly performance.

	2Q 2026		1Q 2026	
	As Reported	Adjusted ¹	As Reported	Adjusted ¹
Net interest income	\$ 190,377	\$ 190,377	\$ 189,610	\$ 189,610
Provision for credit losses-loans and leases	\$ 12,933	\$ 12,933	\$ 6,030	\$ 6,030
Provision for credit losses-unfunded commitments	\$ (4,743)	\$ (4,743)	\$ 2,510	\$ 2,510
Noninterest income	\$ 73,791	\$ 73,791	\$ 81,906	\$ 81,906
less: gains (losses) on security transactions	-	(336) A	-	(1,260) A
less: gain on bargain purchase	-	3,189 A	-	8,892 A
less: other	-	(986) A	-	(1,371) A
Total noninterest income	\$ 73,791	\$ 71,924	\$ 81,906	\$ 75,645
Noninterest expense	\$ 161,542	\$ 161,542	\$ 169,408	\$ 169,408
less: amortization of tax credit investments	-	669 A	-	669 A
less: merger-related expenses	-	11,641 A	-	14,257 A
less: other	-	129 A	-	(357) A
Total noninterest expense	\$ 161,542	\$ 149,103	\$ 169,408	\$ 154,839
Income before income taxes	\$ 94,436	\$ 105,008	\$ 93,568	\$ 101,876
Income tax expense	\$ 17,980	\$ 17,980	\$ 19,123	\$ 19,123
plus: after-tax impact of tax credit investment @ 21%	-	918	-	528
plus: tax effect of adjustments (A) @ 21% statutory rate	-	2,220	-	1,745
Total income tax expense	\$ 17,980	\$ 21,118	\$ 19,123	\$ 21,396
Net income	\$ 76,456	\$ 83,890	\$ 74,445	\$ 80,480
Net earnings per share - diluted	\$ 0.73	\$ 0.80	\$ 0.71	\$ 0.77
Pre-tax, pre-provision return on average assets	1.84%	2.03%	1.84%	1.99%

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¹ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliations.

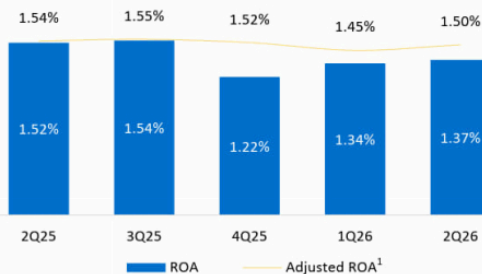
All dollars shown in thousands, except per share amounts

profitability

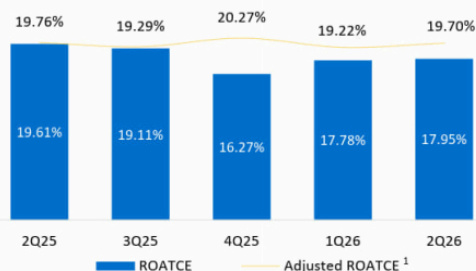
Diluted EPS



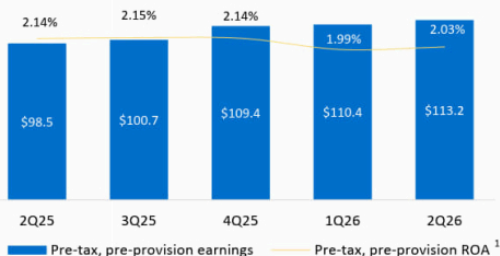
Return on Average Assets



Return on Avg Tangible Common Equity

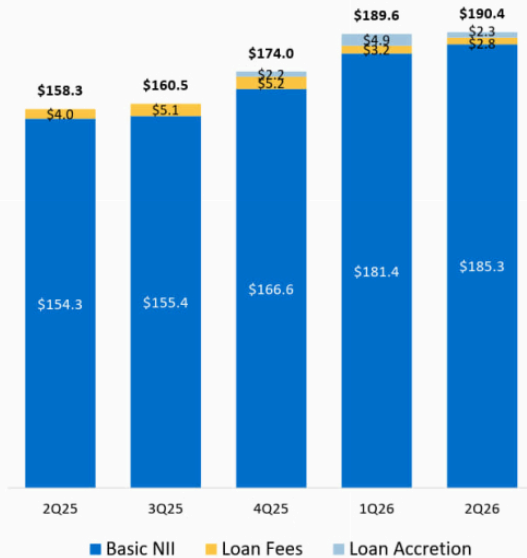


Adjusted¹ Pre-tax, Pre-Provision Earnings

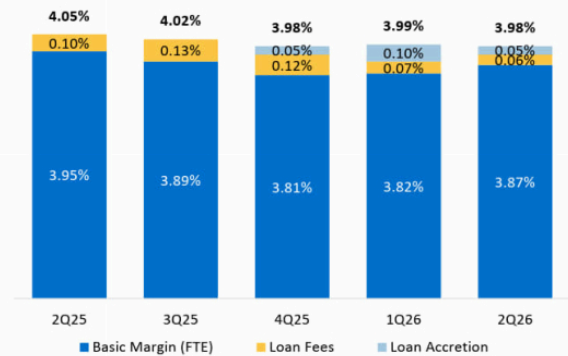


net interest income & margin

Net Interest Income



Net Interest Margin (FTE)



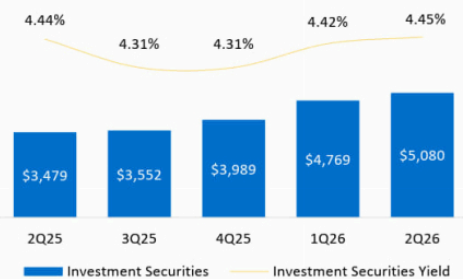
2Q26 NIM (FTE) Progression¹

1Q26	3.99%
Asset yields/mix	-0.02%
Loan accretion	-0.05%
Funding costs/mix	0.06%
2Q26	3.98%

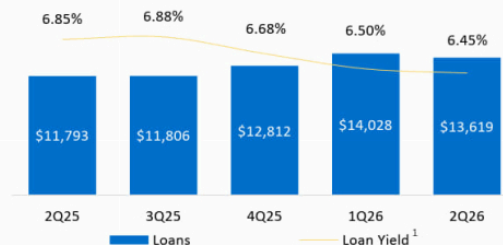
¹ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliation.

average balance sheet

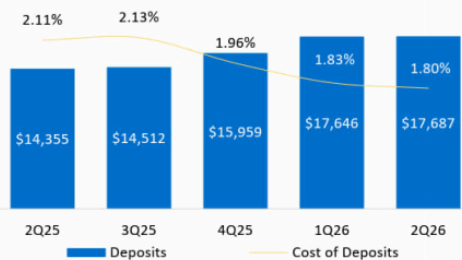
Average Securities



Average Loans



Average Deposits



borrowing capacity & cash/investment liquidity

Borrowing Capacity

FHLB borrowing availability	\$ 1,264,058
Fed Discount Window availability	799,058
Brokered CDs/Deposit placement services	3,212,338
Fed funds	1,013,000
Total as of June 30, 2026	<u>\$ 6,288,454</u>

All dollars shown in thousands

Cash/Investment Liquidity

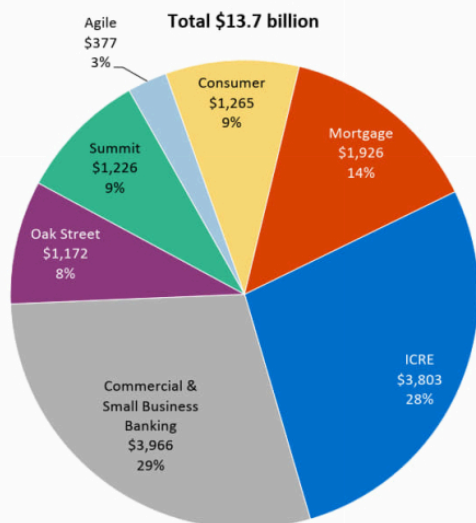
- Interest-bearing deposits with other banks of \$579 million
- Investment securities portfolio:
 - 99.0% of investment portfolio classified as available-for-sale
 - \$765.3 million of expected cash flow from securities portfolio in next 12 months
 - \$410.1 million of floating rate securities with minimal losses
 - Portfolio duration of 4.7 years at June 30, 2026

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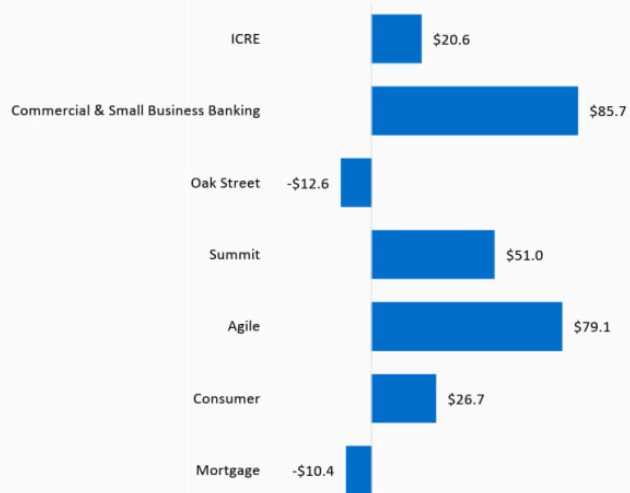
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loan portfolio

Loan LOB Mix (EOP)



Net Loan Change-LOB (Linked Quarter)



**Total growth/(decline):
\$240.1 million**

loan concentrations

C&I and Owner Occupied CRE Loans by Sector¹

NAICS Sector	6/30/26	% of Total Loans
Finance and Insurance	\$1,330.4	9.7%
Manufacturing	1,150.9	8.4%
Construction	681.1	5.0%
Real Estate and Rental and Leasing	625.7	4.6%
Professional, Scientific, and Technical Services	341.0	2.5%
Health Care and Social Assistance	327.6	2.4%
Wholesale Trade	327.4	2.4%
Retail Trade	306.0	2.2%
Accommodation and Food Services	295.8	2.2%
Transportation and Warehousing	238.3	1.7%
Agriculture, Forestry, Fishing and Hunting	175.1	1.3%
Administrative and Support and Waste Management	168.1	1.2%
Other Services (except Public Administration)	123.2	0.9%
Utilities	105.9	0.8%
Information	98.0	0.7%
Arts, Entertainment, and Recreation	97.8	0.7%
Public Administration	68.3	0.5%
Management of Companies and Enterprises	57.9	0.4%
Educational Services	56.9	0.4%
Mining, Quarrying, and Oil and Gas Extraction	31.7	0.2%
Other	7.3	0.1%
Grand Total	\$6,614.3	48.2%

¹ Excludes Agile Premium Finance

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All dollars shown in millions

Investor CRE Loans by Property Type

Property Type	6/30/26	% of Total Loans
Residential Multi Family 5+	\$1,062.9	7.7%
Retail Property	864.2	6.3%
Industrial	470.4	3.4%
REIT & Other	422.2	3.1%
Office	337.6	2.5%
Hospital/Nursing Home	298.6	2.2%
Land	116.9	0.9%
Hotel	95.2	0.7%
Other Real Estate	84.7	0.6%
Residential 1-4 Family	50.2	0.4%
Grand Total	\$3,802.9	27.7%

- CRE balances approximately 180% of risk-based capital

area of focus – NDFI exposure

NDFI

- Loans to NDFI totaled \$464.8 million, or 3.4% of the total loan portfolio
- All NDFI loans pass rated at 6/30
- Average loan size is \$8.6 million; median size is \$7.1 million
- Exposure primarily contained to Mortgage Credit Intermediaries (primarily REITs)
 - 60% of total NDFI loans

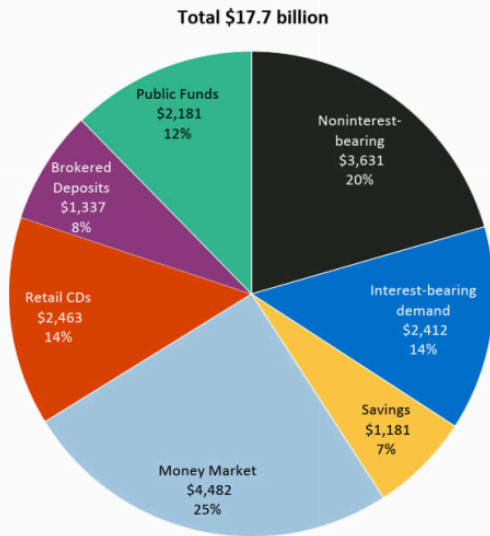
Private Credit Exposure

- Direct Exposure
 - \$120.7 million outstanding
 - Primarily subscription lines to well-established funds that are either an institutional investor or publicly traded
 - \$210.0 million committed

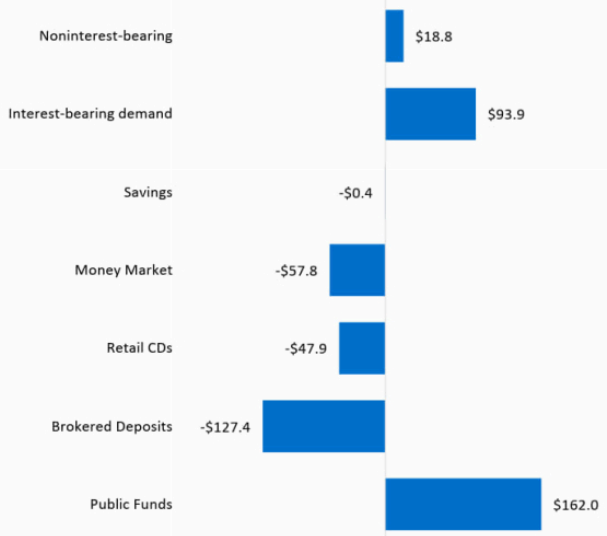
	\$ in Millions	% Total Loans
NDFI Exposure Summary	\$464.8	3.4%
Mortgage Credit	\$278.2	2.0%
REIT, Mortgage Warehouse		
Business Credit	\$120.7	0.9%
Securitization Lines		
Private Equity Funds	\$37.6	0.3%
Subscription Lines		
Consumer Credit Intermediaries	\$16.7	0.1%
Consumer Credit Lines		
Other Loans	\$11.6	0.1%
Community Development, Farm Credit Lines		

deposits

Deposit Product Mix (Avg)



2Q26 Average Deposit Progression



Total growth/(decline):
\$41.2 million

average deposit trends

Average Deposit Balances



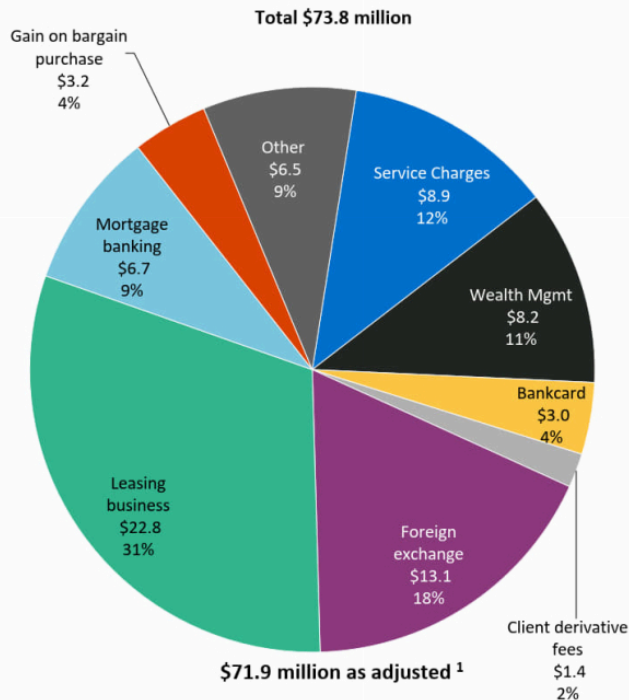
Uninsured Deposits

Uninsured deposits (per call report instructions)	\$	7,455
Less: Public funds		2,057
Less: Intercompany deposits		543
Adjusted uninsured deposits		4,855
Borrowing capacity		6,288
Borrowing capacity in excess of adjusted uninsured deposits	\$	1,433

Borrowing capacity as a % of adjusted uninsured deposits	129.5%
Adjusted uninsured deposits to total deposits	27.6%

noninterest income

Noninterest Income

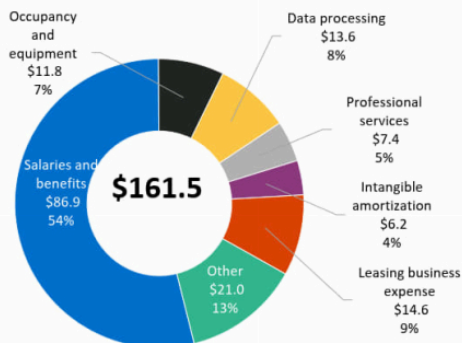


2Q26 Highlights

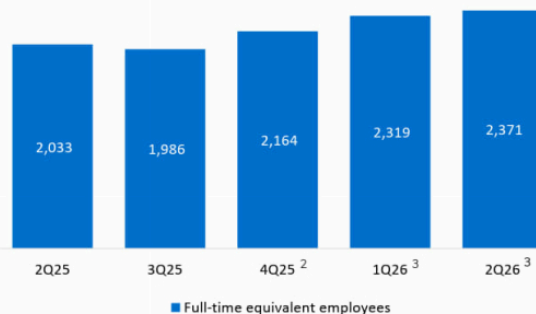
- Adjustments include a \$0.3 million loss on securities and \$2.2 million of acquisition related adjustments
- Adjusted¹ noninterest income 27% of net revenue
- Leasing business income increased \$1.1 million, or 5.3%, from the linked quarter to \$22.8 million
- Foreign exchange income decreased \$3.2 million, or 19.7% from first quarter, to \$13.1 million
- Wealth management fees of \$8.2 million decreased \$2.2 million, or 21.3%, compared to record first quarter due to lower investment banking fees
- Client derivative fee income decreased \$2.6 million, or 64%, from the linked quarter to \$1.4 million
- Other noninterest income increased \$3.6 million, or 111%, from the linked quarter due to higher income from bank owned life insurance and limited partnership investments

noninterest expense

Noninterest Expense



Full-time Equivalent Employees



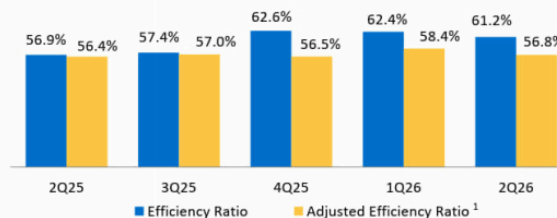
² Includes 169 FTE from Westfield acquisition

³ Includes 156 FTE from BankFinancial acquisition in 1Q and 154 FTE in 2Q

2Q26 Highlights

- Adjusted¹ noninterest expense decreased \$5.7 million, or 3.7% from linked quarter
 - Efficiency ratio of 61.2%; 56.8% as adjusted¹
 - Decrease driven by lower compensation costs
- \$12.4 million of adjustments¹ include:
 - \$11.6 million of acquisition related expenses
 - \$0.8 million of amortization of tax credit investments and other costs not expected to recur

Efficiency Ratio



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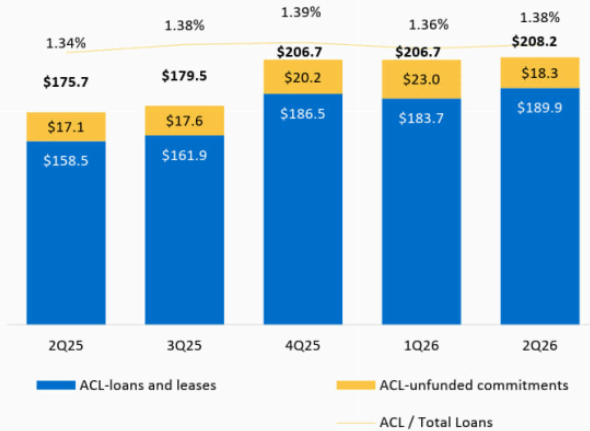
¹ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliations.

All dollars shown in millions
20



allowance for credit losses

ACL / Total Loans



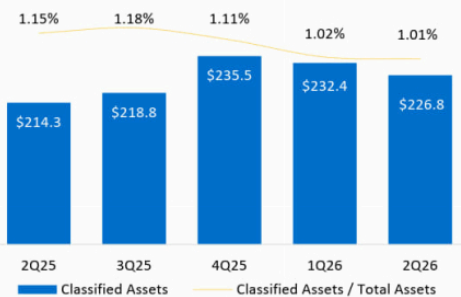
All dollars shown in millions

2Q26 Highlights

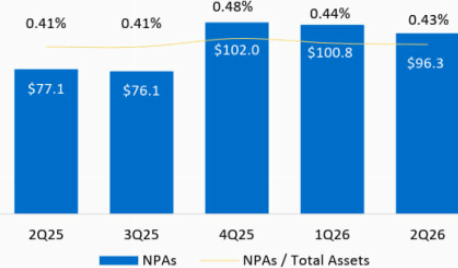
- \$208.2 million combined ACL; \$8.2 million combined provision expense
- \$189.9 million ACL – loans and leases
- ACL 1.38% of total loans; 2 bp increase from first quarter
- Utilized Moody's June baseline forecast in quantitative model
- \$18.3 million ACL – unfunded commitments

asset quality

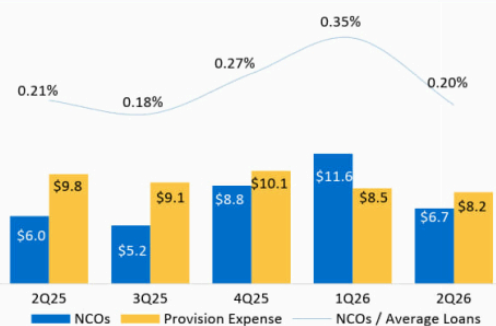
Classified Assets / Total Assets



Nonperforming Assets / Total Assets



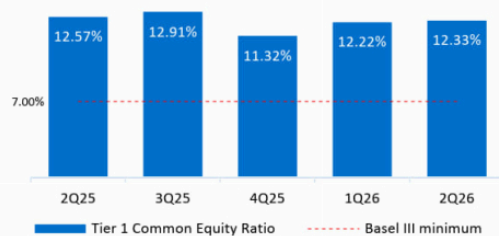
Net Charge Offs & Provision Expense¹



¹ Provision includes both loans & leases and unfunded commitments
All dollars shown in millions

capital

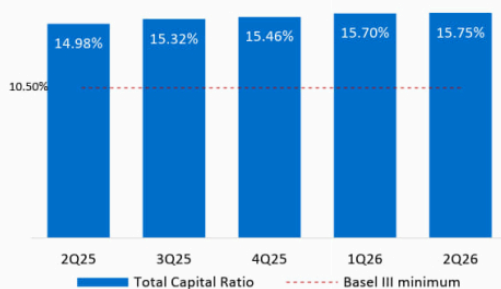
Tier 1 Common Equity Ratio



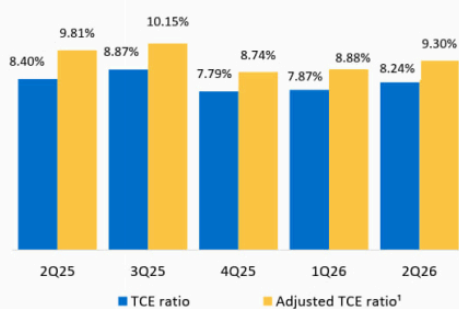
Tier 1 Capital Ratio



Total Capital Ratio



Tangible Common Equity Ratio



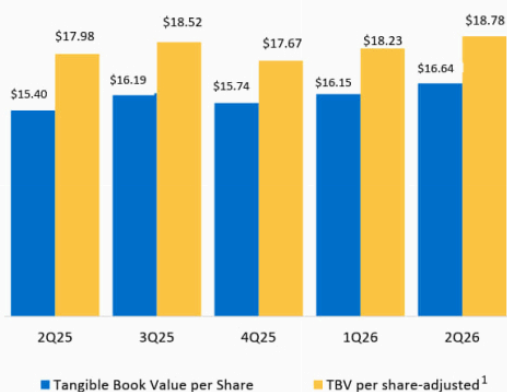
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6/30 Risk Weighted Assets = \$16,456,311
All capital numbers are considered preliminary.
¹ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliation. Adjusted TCE excludes impact from AOCI

capital strategy

Tangible Book Value Per Share



- Increase in TBV per share from linked quarter driven by strong earnings
- 8.1% increase since 2Q25;
- Exceeds pre-Westfield/BFIN level

Strategy & Deployment

- 3.0% annualized dividend yield as of June 30th
- 34% of 2Q26 earnings returned to shareholders through common dividend
- Most recent internal stress testing indicates capital ratios above regulatory minimums in all modeled scenarios
- No shares repurchased in 2Q26
- Common dividend to be paid in third quarter increasing \$0.01, or 4.0%, to \$0.26

outlook commentary¹

Balance Sheet

- Loan balances expected to increase mid single digits on an annualized basis
- Core deposit balances expected to increase low single digits

Net Interest Margin

- Expected to be 3.96% - 4.01%; assumes no rate changes
- Assumes accretion income in line with 2Q26

Credit

- Stable credit costs expected
- Stable ACL coverage as a percentage of loans expected

Noninterest Income

- Total expected fee income of \$74 - 77 million
 - Includes \$15 - 17 million foreign exchange
 - Includes \$22 - 24 million leasing business income

Noninterest Expense

- Total noninterest expense expected to be \$149 - 152 million
 - Incentive expense will fluctuate with fee income

Capital

- Common dividend increase of \$0.01 to \$0.26; to be paid in 3Q26

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¹ See Forward Looking Statement Disclosure on page 2-4 of this presentation for a discussion of factors that could affect management's expectations and results in future periods.



strategic expansion in Chicago & Northwest Indiana with Finward acquisition

July 21, 2026



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transaction highlights⁽¹⁾

Strategically expands presence in economically robust Chicago and Northwest Indiana market with strong core deposit franchise



- ✓ Acquisition of a low cost, granular core deposit franchise with \$2.0B of assets and 116-year presence in Chicago and Northwest Indiana market
- ✓ Increases Chicago MSA deposits by 75% to \$4.1B pro forma
- ✓ Well-priced expansion opportunity at 1.4x Price / TBV; 66% Pay-to-Trade ratio

Enhances Chicago banking franchise for continued growth in the market



- ✓ Complementary to existing Chicagoland / Northwest Indiana presence, including recently acquired BankFinancial footprint, Chicago Commercial LPO, Agile Premium Finance headquarters and Bannockburn Capital Markets office
- ✓ Continues build-out of Chicago MSA into a major metro hub for First Financial
- ✓ Adds \$412MM of wealth assets under management

Financially attractive with mid-single digit EPS accretion and minimal TBV impact



- ✓ 5.0% Earnings per Share accretion
- ✓ De minimis TBV dilution
- ✓ Capitalized value of synergies represents 76% of deal value
- ✓ Enhances key profitability metrics, including 90bps improvement in Efficiency Ratio and 100bps increase in ROTCE

Strong strategic and cultural alignment supports low execution risk



- ✓ Proven strong credit culture and risk management practices
- ✓ Low integration risk given the relative size and expected efficient combination
- ✓ Limited resource requirement will not disrupt internal initiatives or the consideration of other strategic opportunities

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⁽¹⁾ See Forward Looking Statement Disclosure on pages 2-4 of this presentation for a discussion of factors that could affect management's expectations and results in future periods

overview of Finward

Overview of Finward

Total Assets	\$2.0B
Total Deposits	\$1.7B
Assets Under Management	\$412MM
Headquarters	Munster, Indiana
Chief Executive Officer	Benjamin Bochnowski
Year Founded	1910
Branches	24 Retail Locations
Ticker	FNWD (NASDAQ-Listed)

Financial Summary

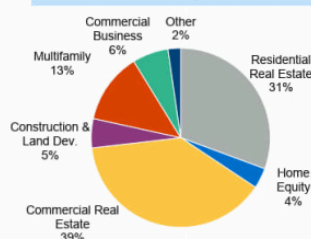
Balance Sheet & Capital (1Q'26, %)	
Cash & Securities / Assets	21
Loan / Deposit Ratio	85
CET1 Ratio	12.0
Reserves / Loans	1.19
NCOs / Avg. Loans	0.00
Profitability (1Q'26, %)	
Return on Avg. Assets	0.44
Net Interest Margin (FTE)	3.35
Efficiency Ratio	84
Noninterest Income / Operating Revenue	14
Cost of Deposits	1.62

Key Franchise Highlights

- 1 Attractive low cost, core deposit franchise
- 2 Significant scarcity value in Chicago / Northwest Indiana
- 3 Attractive wealth business drives durable fee revenue
- 4 Strong capitalization and excess liquidity profile
- 5 Robust credit quality and underwriting philosophy

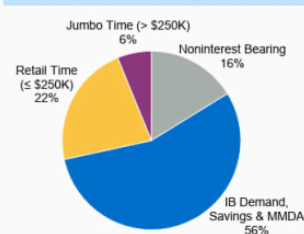
Loan & Deposit Composition

Loan Composition ⁽¹⁾



Loans: \$1.5Bn
Yield on Loans: 5.50%

Deposit Composition



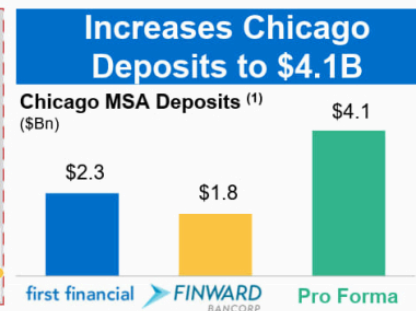
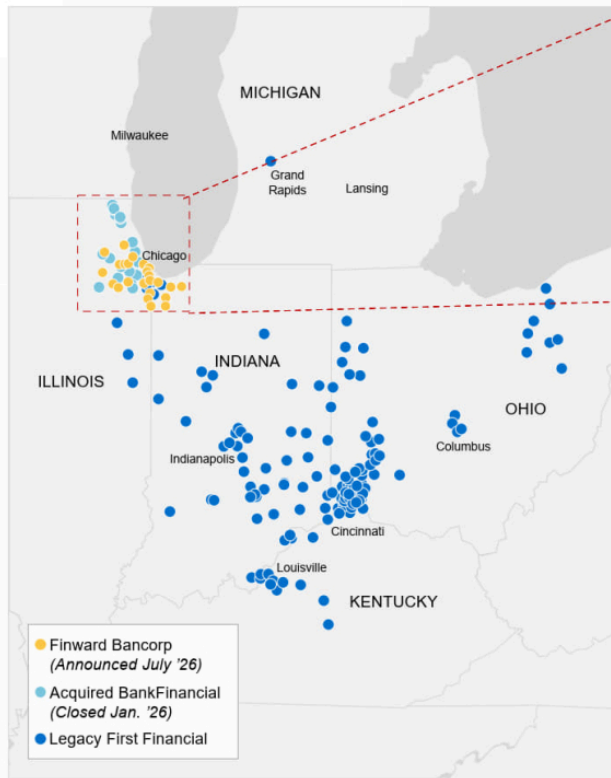
Deposits: \$1.7Bn
Cost of Deposits: 1.62%

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Note: Financial Data as of 1Q'26
¹ Excludes net deferred fee and cost adjustments. Other includes consumer, manufactured homes and government loan balances.

complementary Chicago & Northwest Indiana presence



Continues Build-Out of Chicago MSA

- ✓ Extension of Chicago and Northwest Indiana retail network
- ✓ Adds to recent acquisition of BankFinancial
- ✓ Commercial loan production office in Fulton Market
- ✓ Agile Premium Finance headquartered in Chicago MSA
- ✓ Bannockburn Capital Markets office in downtown Chicago

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¹ Per FDIC deposit information
Source: S&P Capital IQ Pro

summary of expected financial impacts

	Key Items	Pro Forma Financial Impacts
Pro Forma Impacts	Earnings per Share ⁽¹⁾ (Fully Phased-In)	5.0%
	TBV ⁽¹⁾ per Share at Closing	(0.4)%
	TBV ⁽¹⁾ Earnback (Crossover Method)	0.6 Years
	Capitalized Value of Synergies / Deal Value	76%
	Internal Rate of Return	21%
Operating Metrics	CET1 Ratio Impact at Closing	(50) Bps
	Return on Tangible Common Equity ⁽¹⁾ (Fully Phased-In)	+100 Bps
	Efficiency Ratio Improvement (Fully Phased-In)	90 Bps

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⁽¹⁾ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliation.

transaction terms

Consideration & Deal Value

- **Consideration Mix** – 100% FFBC common stock
- **Exchange Ratio** – Fixed exchange ratio of 1.35x
 - Approximately 5.9 million shares issued to Finward in transaction
- **Transaction Value** – \$208 million deal value, or \$47.90 per Finward share ⁽¹⁾
- **Pro Forma Ownership** – First Financial: 95% / Finward: 5%

Transaction Multiples

- **Price / TBV⁽²⁾** – 1.4x
- **Pay-to-Trade Ratio** – 66%
- **Core Deposit Premium** – 3.7%
- **Price / 2027E EPS with Synergies** – 6.4x

Closing & Other

- **Closing Date** – Targeted close by end of year
- **Integration** – Expected efficient integration leveraging First Financial's proven acquisition expertise
- **Name and Brand** – To be rebranded as First Financial Bank
- **Approvals** – Requires customary regulatory approvals and approval by Finward's shareholders

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⁽¹⁾ Based on First Financial closing share price of \$35.48 on July 20, 2026

⁽²⁾ Non-GAAP financial measure which management believes facilitates a better understanding of the Company's financial condition. See Appendix for Non-GAAP reconciliation.

key transaction assumptions

Key Merger Assumptions

- **Cost Savings** – Approximately 40% of Finward's annual noninterest expense
 - 50% phase-in during 2027 and 100% in 2028 and thereafter
- **One-Time Merger Expenses** – \$36 million pre-tax
 - Fully reflected in pro forma impacts at closing for illustrative purposes
- **Core Deposit Intangible** – 3.00% of Finward's non-time deposits of \$1.2 billion
 - Amortized over 10 years using sum-of-years digits method

Fair Value Adjustments

- **Loan Credit Mark** – 1.19% of Finward's total loans; equal to current reserves
- **Loan Interest Rate FMV Adjustment** – \$36 million estimated at close, or 2.5% of loans
 - Accreted into earnings over 5 years using straight-line method

Other

- **Durbin Interchange Revenue Impact** – Estimated approx. \$0.4 million annual impact

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key takeaways



Strategically expands presence in economically robust Chicago and Northwest Indiana market with strong core deposit franchise



Enhances Chicago banking franchise for continued growth in the market



Financially attractive with mid-single digit EPS accretion and minimal TBV impact



Strong strategic and cultural alignment supports low execution risk

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appendix: non-GAAP to GAAP reconciliation

Net interest income and net interest margin - fully tax equivalent

	Three months ended				
	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025
Net interest income	\$ 190,377	\$ 189,610	\$ 173,995	\$ 160,486	\$ 158,269
Tax equivalent adjustment	<u>1,161</u>	<u>1,186</u>	<u>1,227</u>	<u>1,248</u>	<u>1,246</u>
Net interest income - tax equivalent	<u>\$ 191,538</u>	<u>\$ 190,796</u>	<u>\$ 175,222</u>	<u>\$ 161,734</u>	<u>\$ 159,515</u>
Average earning assets	\$ 19,304,416	\$ 19,393,679	\$ 17,448,460	\$ 15,968,153	\$ 15,814,576
Net interest margin ¹	3.96 %	3.97 %	3.96 %	3.99 %	4.01 %
Net interest margin (fully tax equivalent) ¹	3.98 %	3.99 %	3.98 %	4.02 %	4.05 %

¹ Margins are calculated using net interest income annualized divided by average earning assets.

The tax equivalent adjustment to net interest income recognizes the income tax savings when comparing taxable and tax-exempt assets and assumes a 21% tax rate. Management believes that it is a standard practice in the banking industry to present net interest margin and net interest income on a fully tax equivalent basis. Therefore, management believes these measures provide useful information to investors by allowing them to make peer comparisons. Management also uses these measures to make peer comparisons.

appendix: non-GAAP to GAAP reconciliation

Additional non-GAAP ratios

(Dollars in thousands, except per share data)	Three months ended,				
	June 30, 2026	Mar. 31, 2026	Dec. 31, 2025	Sep. 30, 2025	June 30, 2025
Net income (a)	\$ 76,456	\$ 74,445	\$ 62,393	\$ 71,923	\$ 69,996
Average total shareholders' equity	2,951,237	2,947,585	2,695,581	2,575,203	2,515,747
Less:					
Goodwill	(1,099,742)	(1,099,543)	(1,069,781)	(1,007,656)	(1,007,656)
Other intangibles	(143,403)	(149,631)	(104,184)	(74,448)	(76,076)
Average tangible equity (b)	1,708,092	1,698,411	1,521,616	1,493,099	1,432,015
Total shareholders' equity	2,987,488	2,940,625	2,769,216	2,631,855	2,558,155
Less:					
Goodwill	(1,099,936)	(1,099,543)	(1,099,524)	(1,007,656)	(1,007,656)
Other intangibles	(140,705)	(145,927)	(118,832)	(73,797)	(75,458)
Ending tangible common equity (c)	1,746,847	1,695,155	1,550,860	1,550,402	1,475,041
Less:					
AOI	(223,720)	(217,430)	(189,942)	(223,000)	(246,384)
Adjusted ending tangible common equity (d)	1,970,567	1,912,585	1,740,802	1,773,402	1,721,425
Total assets	22,439,679	22,779,815	21,129,379	18,554,506	18,634,255
Less:					
Goodwill	(1,099,936)	(1,099,543)	(1,099,524)	(1,007,656)	(1,007,656)
Other intangibles	(140,705)	(145,927)	(118,832)	(73,797)	(75,458)
Ending tangible assets (e)	21,199,038	21,534,345	19,911,023	17,473,053	17,551,141
Risk-weighted assets (f)	16,456,311	16,127,377	15,890,363	14,166,935	14,129,683
Total average assets	22,391,439	22,459,721	20,256,539	18,566,188	18,419,437
Less:					
Goodwill	(1,099,742)	(1,099,543)	(1,069,781)	(1,007,656)	(1,007,656)
Other intangibles	(143,403)	(149,631)	(104,184)	(74,448)	(76,076)
Average tangible assets (g)	\$ 21,148,294	\$ 21,210,547	\$ 19,082,574	\$ 17,484,084	\$ 17,335,705
Ending shares outstanding (h)	104,956,458	104,932,829	98,521,726	95,757,250	95,760,617
Ratios					
Return on average tangible shareholders' equity (a)/(b)	17.95%	17.78%	16.27%	19.11%	19.61%
Ending tangible common equity as a percent of:					
Ending tangible assets (c)/(e)	8.24%	7.87%	7.79%	8.87%	8.40%
Risk-weighted assets (c)/(f)	10.62%	10.51%	9.76%	10.94%	10.44%
Adjusted ending tangible common equity to ending tangible assets (d)/(e)	9.30%	8.88%	8.74%	10.15%	9.81%
Average tangible equity as a percent of average tangible assets (b)/(g)	8.08%	8.01%	7.97%	8.54%	8.26%
Tangible book value per share (c)/(h)	\$ 16.64	\$ 16.15	\$ 15.74	\$ 16.19	\$ 15.40

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All dollars shown in thousands

appendix: non-GAAP to GAAP reconciliation

Additional non-GAAP measures

(Dollars in thousands, except per share data)	2Q26		1Q26		4Q25		3Q25	
	As Reported	Adjusted	As Reported	Adjusted	As Reported	Adjusted	As Reported	Adjusted
Net interest income (f)	\$ 190,377	\$ 190,377	\$ 189,610	\$ 189,610	\$ 173,995	\$ 173,995	\$ 160,486	\$ 160,486
Provision for credit losses-loans and leases (j)	12,933	12,933	6,030	6,030	9,688	9,688	8,612	8,612
Provision for credit losses-unfunded commitments (j)	(4,743)	(4,743)	2,510	2,510	412	412	453	453
Noninterest income	73,791	73,791	81,906	81,906	64,767	64,767	73,525	73,525
less: gains (losses) on security transactions		(336)		(1,260)		(12,576)		(42)
less: gain on bargain purchase		3,189		8,892		-		-
less: other		(986)		(1,371)		-		-
Total noninterest income (g)	73,791	71,924	81,906	75,645	64,767	77,343	73,525	73,567
Noninterest expense	161,542	161,542	169,408	169,408	149,531	149,531	134,269	134,269
less: amortization of tax credit investments		669		669		800		112
less: merger-related expenses		11,641		14,257		5,658		-
less: Other		129		(357)		1,177		827
Total noninterest expense (e)	161,542	149,103	169,408	154,839	149,531	141,896	134,269	133,330
Income before income taxes (i)	94,436	105,008	93,568	101,876	79,131	99,342	90,677	91,658
Income tax expense	17,980	17,980	19,123	19,123	16,738	16,738	18,754	18,754
plus: tax effect of adjustments		918		528		632		89
plus: after-tax impact of tax credit investments @ 21%		2,220		1,745		4,244		206
Total income tax expense (h)	17,980	21,118	19,123	21,396	16,738	21,614	18,754	19,049
Net income (a)	\$ 76,456	\$ 83,890	\$ 74,445	\$ 80,480	\$ 62,393	\$ 77,728	\$ 71,923	\$ 72,609
Average diluted shares (b)	104,937	104,937	104,615	104,615	97,594	97,594	95,754	95,754
Average assets (c)	22,391,439	22,391,439	22,459,721	22,459,721	20,256,539	20,256,539	18,566,188	18,566,188
Average shareholders' equity (k)	2,951,237	2,951,237	2,947,585	2,947,585	2,695,581	2,695,581	2,575,203	2,575,203
Less:								
Goodwill and other intangibles	(1,243,145)	(1,243,145)	(1,249,174)	(1,249,174)	(1,173,965)	(1,173,965)	(1,082,104)	(1,082,104)
Average tangible equity (d)	1,708,092	1,708,092	1,698,411	1,698,411	1,521,616	1,521,616	1,493,099	1,493,099
Ratios								
Net earnings per share - diluted (a)/(b)	\$ 0.73	\$ 0.80	\$ 0.71	\$ 0.77	\$ 0.64	\$ 0.80	\$ 0.75	\$ 0.76
Return on average assets - (a)/(c)	1.37%	1.50%	1.34%	1.45%	1.22%	1.52%	1.54%	1.55%
Pre-tax, pre-provision return on average assets - ((a)+(j)+(h))/(c)	1.84%	2.03%	1.84%	1.99%	1.75%	2.14%	2.13%	2.15%
Return on average shareholders' equity (a)/(k)	10.39%	11.40%	10.24%	11.07%	9.18%	11.44%	11.08%	11.19%
Return on average tangible shareholders' equity - (a)/(d)	17.95%	19.70%	17.78%	19.22%	16.27%	20.27%	19.11%	19.29%
Efficiency ratio - (e)/((f)+(g))	61.2%	56.8%	62.4%	58.4%	62.6%	56.5%	57.4%	57.0%
Effective tax rate - (h)/(i)	19.0%	20.1%	20.4%	21.0%	21.2%	21.8%	20.7%	20.8%

All dollars shown in thousands

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