ddf
guided by principles
DD&F Consulting Group
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February 18, 2014

Mr. Dennis Blase
Assistant Vice President
Federal Reserve Bank of St. Louis
1421 Dr. Martin Luther King Drive
St. Louis, Missouri 63106-3716

Via: E-Apps

RE: FR Y-3N Notification by Bank of the Ozarks, Inc., Little Rock, Arkansas for the Acquisition of Summit Bancorp, Inc., Arkadelphia, Arkansas

Dear Mr. Blase:

On behalf of Bank of the Ozarks, Inc. ("OZRK"), Little Rock, Arkansas, DD&F Consulting Group is filing the above referenced notification. This notification is being filed to request approval for OZRK to acquire Summit Bancorp, Inc., Arkadelphia, Arkansas.

The information provided within the enclosed Confidential Exhibit that accompanies the notification provides pertinent details regarding the proposed transaction. It is requested that the following information, which has been provided in a separately bound Confidential Exhibit and filed as part of this notification, be held **Confidential**:

Confidential Exhibit 1 – We are requesting **Confidential** treatment under the Freedom of Information Act and other relevant state and federal laws with respect to the enclosed Confidential Exhibit. The information contained in this exhibit, including financial projections and other documents discussing specific business strategies of OZRK, are not generally available from any public sources. We believe that confidential treatment of this information is appropriate under the provisions providing exceptions to the Freedom of Information Act for business confidentiality and personal privacy reasons. We request that this information remain confidential

RSSD# 1097089
BANK OF THE OZARKS, INC., LITTLE ROCK, ARKANSAS, TO MERGE WITH SUMMIT BANCORP, INC., ARKADELPHIA, ARKANSAS, AND THEREBY INDIRECTLY ACQUIRE SUMMIT BANK, ARKADELPHIA, ARKANSAS AND WILL MERGE INTO BANK OF THE OZARKS, LITTLE ROCK, ARKANSAS.

If you have any questions, please do not hesitate to contact me at (501)374-2600 or at kshadid@ddfconsulting.com.

Sincerely,

Kyle Shadid
Senior Consultant

Enclosures

cc: Mr. Dennis James, VIA E-Mail: djames@bankozarks.com

Ms. Helen Brown, VIA E-Mail: Hbrown@bankozarks.com

ddf

FR Y-3N NOTIFICATION

FOR

BANK OF THE OZARKS, INC.
LITTLE ROCK, ARKANSAS

FOR THE ACQUISITION OF

SUMMIT BANCORP, INC.
ARKADELPHIA, ARKANSAS

SUBMITTED TO THE
FEDERAL RESERVE BANK OF ST. LOUIS

FEBRUARY 18, 2014

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Little Rock, AR 72202

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ddfconsulting.com

FR Y-3N

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FR Y-3N
OMB No. 7100-0121
Approval expires March 31, 2014

APPLICATION
to the
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
("Board")

Bank of the Ozarks, Inc.
Corporate Title of Applicant

17901 Chenal Parkway
Street Address

Little Rock	**Arkansas**	**72223**
City	State	Zip Code

Corporation
(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby provides the Board with a notice pursuant to:

_____	(1)	Section 3(a)(5)(C) of the Bank Holding Company Act of 1956, as amended, ("BHC Act" - 12 U.S.C. 1842 (a)(5)(C)), under "Notice procedures for one-bank holding company formations" as described in section 225.17 of Regulation Y;
X	(2)	Section 3(a)(3) of the BHC Act, under the "Expedited action for certain bank acquisitions by well-run bank holding companies" as described in section 225.14 of Regulation Y; or
_____	(3)	Section 3(a)(5) of the BHC Act, under "Expedited action for certain bank acquisitions by well-run bank holding companies" as described in section 225.14 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power, to vote at least 6,152,728 (100%) of a class of voting shares or otherwise to control:

Summit Bancorp, Inc.
Corporate Title of Bank or Bank Holding Company

409 Main Street
Street Address

Arkadelphia	**Arkansas**	**71923**
City	State	Zip Code

Does Applicant request confidential treatment for any portion of this submission?

☒ Yes

☒ As required by the General Instructions, a letter justifying the request for confidential treatment is included.

☒ The information for which confidential treatment is being sought is separately bound and labeled "CONFIDENTIAL."

☐ No

Name, title, address, telephone number and facsimile number of person(s) to whom inquiries concerning this application may be directed:

Mr. Kyle Shadid, Senior Consultant, DD&F Consulting Group, 521 S. Rock St, Little Rock, AR 72202

Phone: (501) 374-2600 **Fax: (501) 374-3639** **Email: kshadid@ddfconsulting.com**

Certification

I certify that the information contained in this notification has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. §1001 and §1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and the Board's Rules Regarding Availability of Information (12 CFR Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed this 11th day of February, 2014.

Signature of Chief Executive Officer or Designee

Dennis James, Director of Mergers & Acquisitions

Typed Name and Title

Description of Transaction

The primary parties to the proposed transaction are listed below, along with short descriptions:

- **Bank of the Ozarks, Inc. ("OZRK")**, Little Rock, Arkansas, is an Arkansas bank holding company with one wholly-owned subsidiary bank, Bank of the Ozarks.
    - **Bank of the Ozarks (the "Bank" or "BOTO")**, Little Rock, Arkansas, is a state-chartered, non-Federal Reserve member bank operating from one hundred and twenty-eight (128) banking offices in Alabama, Arkansas, Florida, Georgia, North Carolina, South Carolina, and Texas and loan production offices in Austin, Texas, Atlanta, Georgia, Los Angeles, California and New York, New York.
- **Summit Bancorp, Inc. ("Bancorp")**, Arkadelphia, Arkansas, is an Arkansas bank holding company with one wholly-owned subsidiary bank, Summit Bank.
    - **Summit Bank ("Summit")**, Arkadelphia, Arkansas, is a state chartered, Fed-Member bank operating from 23 banking offices in Arkansas. As of December 31, 2013, Summit had approximately $1.2 billion in total assets, $778 million in loans and $998 million in deposits.

On January 30, 2014, OZRK and BOTO entered into an Agreement and Plan of Merger (the "Agreement") with Bancorp and Summit. Pursuant to the terms of the Agreement, (i) Bancorp will merge with and into OZRK, with OZRK as the surviving entity (the "Merger"), and (ii) Summit will merge with and into BOTO, with BOTO as the surviving entity (the "Bank Merger").

Pursuant to the terms of and subject to the conditions set forth in the Agreement, OZRK has agreed to purchase all of the issued and outstanding stock of Bancorp, or 6,132,808 shares. The total purchase price will equal $216 million with a minimum of 80% stock consideration and the balance in cash. The price is adjusted downward dollar for dollar to the extent Summit's consolidated net book value (as adjusted) falls below $135 million. The purchase price is also subject to downward revisions for the impact on equity of terminating all options and stock appreciation rights, and for the penalties incurred for failing to provide the bank data processing software provider with appropriate notice.

BOTO's personnel conducted due diligence on Summit prior to entering into the Agreement to merge with the bank. Procedures included an extensive review of Summit's loan and investment securities portfolios, a review of Summit's operating systems and procedures, and interviews with key bank personnel. Accounting and financial reports were reviewed as well as bank contracts and relationships with vendors. Physical facilities and equipment and all bank owned real estate were evaluated. Deposit products and the bank's present and future costs of funds were studied. The results of BOTO due diligence procedures were positive and it was determined that Summit is a well-run institution with no material deficiencies noted.

The closing of the Merger and the Bank Merger is expected to occur by the end of the second quarter of 2014 and is subject to approval of appropriate regulatory authorities, and the satisfaction of other customary conditions.

A draft copy of the Articles of Merger is provided as Exhibit A of **Confidential Exhibit 1.** A copy of the executed Agreement among OZRK, BOTO, Bancorp and Summit is provided as **Attachment 1.** A certified copy of the minutes of the proposed Arkansas State Bank Department Board hearing on April 17, 2014 at which the merger would be approved will be provided by amendment. Certified board resolutions of OZRK, BOTO, Bancorp and Summit are provided as **Attachment 2** of this application.

The following information is being submitted pursuant to the requirements of FR Y-3N:

1. **Provide certification that the criteria for the expedited filing procedure has been met:**

   An originally executed certification indicating that the criteria for the expedited filing procedure have been met is provided as **Attachment 3**.

2. **Provide a description of the transaction that includes identification of the companies and insured depository institutions involved in the transaction and the identification of each banking market affected by the transaction.**

   A description of the proposed transaction is provided above under "Description of Transaction." The description identifies the companies and insured depository institutions involved in the proposed transaction which is detailed in the Agreement. The resulting institution will continue to serve the designated market areas previously served by Summit. The market area is comprised of the Arkansas counties of Clark, Columbia, Faulkner, Garland, Hempstead, Hot Spring, Pulaski, Saline and Sebastian, and will remain so following completion of the transaction. A map of the market area is provided in **Attachment 4.**

   Summit Chairman and CEO Ross Whipple will resign at closing and is expected to join the Boards of Directors of OZRK and BOTO. Summit President and Chief Operating Officer Marc McCain is expected to become a Market President for BOTO for southern parts of Arkansas. Many of the existing market presidents for Summit are expected to continue in similar roles for BOTO.

   Under the terms of the Agreement, Summit will be merged with and into BOTO and will cease to exist as a separate entity. The Bancorp and Summit Board of Directors will no longer exist and none of those board members will continue to serve or be added to the Board of Directors of OZRK or BOTO before the merger consummates. However, post-closing, OZRK and BOTO's Board is expected to appoint Ross Whipple (current Chairman and CEO of Summit) to the Board of Directors of each respective institution.

   Summit Bank currently has approximately 290 employees. All employees will be given the opportunity to join BOTO and will become BOTO employees upon consummation of the transaction. Most of those employees are expected to continue in their present functions as the bank begins to operate as BOTO, with only approximately twenty to

twenty-five of the existing Summit positions identified as redundant and eliminated soon after the merger. During the year following the merger there will be two projects completed which will lead to further staff reductions. First, an analysis of the overlap of BOTO and Summit branches in the Little Rock, Bryant, Benton, Hot Springs and Conway markets will be completed and it is projected seven to eight of the branches in those markets will be closed, subject to regulatory approval, with corresponding decreases in the number of staff. In regards to both building facilities and staff, the closings and staff reductions will be determined based on the merits of the individual branches and employees, with no preference given to previous BOTO usage or tenure. The second project will be an eventual conversion to the data processing systems used by BOTO. When that conversion is completed, certain functions in the accounting and bookkeeping departments, the information systems department, and the deposit operations department will be eliminated or consolidated into central locations and the related positions will be eliminated. We anticipate that in total approximately seventy-five to eighty positions will be eliminated when all transitions have been completed. All Summit employees have been told we will make a sincere effort to offer alternative positions within the bank to good employees with transferrable skills and a desire to continue their career with the bank. Summit is allowing attrition to shrink their staff without replacements in the short run to minimize the number of personnel affected. Employees who are not retained will receive a severance package that is outlined in the transaction Agreement and equates to one week of pay for every year of service with Summit Bank up to a maximum of twelve weeks.

3. **Provide a description of the effect of the transaction on the convenience and needs of the communities to be served and of the actions being taken by the bank holding company to improve the CRA performance of any insured depository institution subsidiary that does not have at least a satisfactory CRA performance rating at the time of the transaction.**

   BOTO offers a wider menu of personal and business services than currently offered at Summit. There are no plans to discontinue services. Fees within the Bank will be reviewed and compared with BOTO existing charges but there are no plans for any significant changes based on all work performed to date. There will not be any change to Summit's existing competition as a result of the proposed transaction.

   BOTO has a strong commitment to meet the needs of its community including meeting the needs of low- and moderate-income areas. BOTO will continue its commitment to community support and CRA compliance following consummation of the proposed transaction. BOTO received a rating of "Satisfactory" at its latest CRA exam.

4. **Federal Reserve Rules and Regulations require publication once in a newspaper of general circulation in the community or communities in which the head office of both holding companies are located, the community where the acquiring holding company's largest subsidiary is located and the proposed acquired branch is located. Provide the name(s) and address(es) and the date of publication in the appropriate newspaper(s). Additionally, evidence of such publication of notice must accompany this application.**

   Pursuant to Federal Reserve Rules and Regulations, public notice of the proposed transaction will appear in the *Daily Siftings Herald*, a newspaper of general circulation in

Arkadelphia, Arkansas and in the *Arkansas Democrat-Gazette*, a newspaper of general circulation in Little Rock, Arkansas on February 18, 2014. A copy of the notice is provided in **Attachment 5**. Original publishers' affidavits will be provided to your office as soon as they are received.

5. **If the bank holding company has consolidated assets of $500 million or more, an abbreviated consolidated *pro forma* balance sheet as of the most recent quarter showing credit and debit adjustments that reflect the proposed transaction, consolidated pro forma risk-based capital ratios for the acquiring bank holding company as of the most recent quarter, and a description of the purchase price and the terms and sources of funding for the transaction.**

The financial data projections with respect to OZRK, BOTO, Bancshares, Inc. and OMNIBANK, NA included in this application have been updated to reflect management's most recent expectations and projections for loan and lease growth, deposit growth, and earnings for 2014. As a result, portions of the financial data and financial data projections included with this application will not necessarily agree to such financial data and financial data projections previously provided on December 19, 2013 covering the proposed OZRK / BOTO / Bancshares, Inc. / OMNIBANK, NA transaction

An abbreviated consolidated pro forma balance sheet as of December 31, 2013 showing credit and debit adjustments that reflect the proposed transaction, a parent company only pro forma balance sheet, a pro forma consolidated balance sheet and a 12 month pro forma for OZRK are provided as Exhibit B of **Confidential Exhibit 1.**

As stated in the transaction description, the total purchase price will equal $216 million with a minimum of 80% stock consideration and the balance in cash. The price is adjusted downward dollar for dollar to the extent Summit's consolidated net book value (as adjusted) falls below $135 million. The purchase price is also subject to downward revisions for the impact on equity of terminating all options and stock appreciation rights, and for the penalties incurred for failing to provide the bank data processing software provider with appropriate notice.

A pro forma balance sheet and one year earnings projections for the consolidated resultant bank holding company are provided in Exhibit C of **Confidential Exhibit 1.** A pro forma balance sheet and one year earnings projections for the resultant bank are provided in Exhibit D of **Confidential Exhibit 1.** Key Assumptions used for such projections are provided in Exhibit E of **Confidential Exhibit 1.**

Pro forma classifications of the merged bank, including OREO, are provided as Exhibit F of **Confidential Exhibit 1.**

If the bank holding company has consolidated assets of less than $500 million, a *pro forma* parent-only balance sheet as of the most recent quarter showing credit and debit adjustments that reflect the proposed transaction, and a description of the purchase price, the terms and sources of funding for the transaction, and the sources and schedule for retiring any debt incurred in the transaction.

Not applicable.

6. **If the bank holding company has consolidated assets of less than $300 million, a list of and biographical information regarding any directors or senior executive officers of the resulting bank holding company that are not directors or senior executive officers of the acquiring bank holding company or of a company or institution to be acquired.**

   Not applicable.

7. **For each insured depository institution whose Tier 1 capital, total capital, total assets or risk-weighted assets change as a result of the transaction, provide the total risk-weighted assets, total assets, Tier 1 capital and total capital of the institution on a pro forma basis.**

   Pro forma capital calculations for OZRK, BOTO, OMNIBANK and Summit are provided in Exhibit G of **Confidential Exhibit 1.**

8. **The market indexes for each relevant banking market reflecting the pro forma effect of the transaction.**

   Summit and BOTO currently operate in two overlapping markets, the Hot Springs, Arkansas banking market and the Little Rock, Arkansas banking market. The proposed transaction will not cause the Herfindahl-Hirschman Index ("HHI") to change by more than 200 points in either of the relevant banking markets of Summit or BOTO. The HHI for the Hot Springs, Arkansas and Little Rock, Arkansas, Federal Reserve Banking markets are provided as **Attachment 6.**

Attachment 1

AGREEMENT AND PLAN OF MERGER

DATED AS OF JANUARY 30, 2014

BY AND AMONG

BANK OF THE OZARKS, INC.,

BANK OF THE OZARKS,

SUMMIT BANCORP, INC.,

AND

SUMMIT BANK

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of January 30, 2014, by and among Bank of the Ozarks, Inc., an Arkansas corporation with its principal office in Little Rock, Arkansas ("Buyer"), Bank of the Ozarks, an Arkansas state banking corporation with its principal office in Little Rock, Arkansas and a wholly-owned subsidiary of Buyer ("Buyer Bank"), Summit Bancorp, Inc., an Arkansas corporation with its principal office in Arkadelphia, Arkansas ("Company") and Summit Bank, an Arkansas state banking corporation and wholly-owned subsidiary of Company ("Company Bank").

WITNESSETH

WHEREAS, the respective boards of directors of each of Buyer, Buyer Bank, Company and Company Bank have (i) determined that this Agreement and the business combination and related transactions contemplated hereby are in the best interests of their respective entities and shareholders; (ii) determined that this Agreement and the transactions contemplated hereby are consistent with and in furtherance of their respective business strategies; and (iii) approved this Agreement and, in the case of Company, in accordance with the provisions of this Agreement, will recommend approval of this Agreement to its shareholders;

WHEREAS, in accordance with the terms of this Agreement, (i) Company will merge with and into Buyer, with Buyer as the surviving entity (the "Merger"), and (ii) Company Bank will merge with and into Buyer Bank, with Buyer Bank as the surviving entity (the "Bank Merger");

WHEREAS, as a material inducement and as additional consideration to Buyer to enter into this Agreement, certain holders of the Company Common Stock have entered into a voting agreement with Buyer dated as of the date hereof, the form of which is attached hereto as Exhibit A (each a "Voting Agreement" and collectively, the "Voting Agreements"), pursuant to which each such person has agreed, among other things, to vote all shares of Company Common Stock owned by such person in favor of the approval of this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the transactions described in this Agreement and to prescribe certain conditions thereto.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

THE MERGER

Section 1.01 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time, Company shall merge with and into Buyer in accordance with the Arkansas

Business Corporation Act of 1987, as amended ("ABCA"). Upon consummation of the Merger, the separate corporate existence of Company shall cease and Buyer shall survive and continue to exist as a corporation incorporated under the Arkansas Business Corporation Act (Buyer, as the surviving entity in the Merger, sometimes being referred to herein as the "Surviving Entity").

Section 1.02 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of the Surviving Entity upon consummation of the Merger shall be the Certificate of Incorporation and Bylaws of Buyer as in effect immediately prior to the Effective Time.

Section 1.03 Directors and Officers of Surviving Entity. The directors of the Surviving Entity immediately after the Merger shall be the directors of Buyer in office immediately prior to the Effective Time. The Executive Officers of the Surviving Entity immediately after the Merger shall be the Executive Officers of Buyer immediately prior to the Merger. Each of the directors and Executive Officers of the Surviving Entity immediately after the Merger shall hold office until his or her successor is elected and qualified or otherwise in accordance with the Certificate of Incorporation and Bylaws of the Surviving Entity.

Section 1.04 Bank Merger. At the later of the Effective Time or such time as provided in Section 5.20(g), Company Bank will be merged with and into Buyer Bank upon the terms and with the effect set forth in the Plan of Bank Merger.

Section 1.05 Effective Time; Closing.

(a) Subject to the terms and conditions of this Agreement, Buyer, Buyer Bank, Company and Company Bank will make all such filings as may be required to consummate the Merger and the Bank Merger by applicable Laws. The Merger shall become effective as set forth in the articles of merger related to the Merger (the "Articles of Merger") that shall be filed with the Arkansas Secretary of State on or as nearly as practicable to the Closing Date. The "Effective Time" of the Merger shall be the date and time when the Merger becomes effective as set forth in the Articles of Merger, the form of which shall be agreed to between Buyer and Company not later than the time of filing of the Registration Statement.

(b) The Bank Merger shall become effective as set forth in the articles of merger providing for the Bank Merger (the "Articles of Bank Merger") that shall be filed with the Arkansas State Bank Department on or as nearly as practicable to the Closing Date.

(c) The closing of the transactions contemplated by this Agreement (the "Closing") shall take place beginning immediately prior to the Effective Time at the offices of Kutak Rock LLP, 124 W. Capitol Ave., Suite 2000, Little Rock, AR 72201, or such other place or on such other date as the parties may mutually agree upon (such date, the "Closing Date"). At the Closing, there shall be delivered to Buyer and Company the certificates and other documents required to be delivered under ARTICLE VI hereof.

Section 1.06 Additional Actions. If, at any time after the Effective Time, Buyer shall consider or be advised that any further deeds, documents, assignments or assurances in law or any other acts are necessary or desirable to carry out the purposes of this Agreement, Company, Company Bank and their respective officers and directors shall be deemed to have granted to Buyer and Buyer Bank, and each or any of them, an irrevocable power of attorney to execute and

deliver, in such official corporate capacities, all such deeds, assignments or assurances in law or any other acts as are necessary or desirable to carry out the purposes of this Agreement, and the officers and directors of Buyer or Buyer Bank, as applicable, are authorized in the name of Company, Company Bank or otherwise to take any and all such action.

ARTICLE II

MERGER CONSIDERATION; EXCHANGE PROCEDURES

Section 2.01 Merger Consideration. Subject to the provisions of this Agreement, at the Effective Time, automatically by virtue of the Merger and without any action on the part of Buyer, Buyer Bank, Company Bank, Company or any shareholder of Company:

(a) Each share of Buyer Common Stock that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time and shall be unchanged by the Merger.

(b) Each share of Company Common Stock owned directly by Buyer (other than shares in trust accounts, managed accounts and the like for the benefit of customers or shares held as collateral for outstanding debt previously contracted) immediately prior to the Effective Time shall be cancelled and retired at the Effective Time without any conversion thereof, and no payment shall be made with respect thereto.

(c) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than treasury stock, Dissenting Shares and shares described in Section 2.01(b) above) shall, subject in all cases to Section 2.02, become and be converted at the election of the holder thereof, in accordance with the procedures set forth in Section 2.06, into the right to receive the following consideration, without interest:

(i) For each whole share of Company Common Stock with respect to which an election to receive Buyer Common Stock has been effectively made by a holder of Company Common Stock and not revoked or deemed revoked pursuant to Section 2.06 (each a "Stock Election," and the number of whole shares of Company Common Stock with respect to which such election has been made, "Stock Election Shares"), or with respect to which the Exchange Agent has made an allocation of the right to receive Buyer Common Stock under Section 2.02, the Stock Consideration.

(ii) For each whole share of Company Common Stock with respect to which an election to receive cash has been effectively made by a holder of Company Common Stock and not revoked or deemed revoked pursuant to Section 2.06 (each a "Cash Election," and the number of whole shares of Company Common Stock with respect to which such election has been made, the "Cash Election Shares"), or with respect to which the Exchange Agent has made an allocation of the right to receive cash under Section 2.02, the Cash Consideration. For purposes of clarification, any holder of Dissenting Shares shall not be deemed to have made a Cash Election or a Stock Election with respect to such Dissenting

Shares and such Dissenting Shares shall not be deemed Cash Election Shares, Stock Election Shares or Non-Election Shares.

(iii) For each whole share of Company Common Stock other than (A) Dissenting Shares and (B) shares as to which a Stock Election and/or a Cash Election has been effectively made and not revoked or deemed revoked pursuant to Section 2.06 (collectively, the "Non-Election Shares"), the Stock Consideration, as determined in accordance with Section 2.02.

(d) At least 80% of the aggregate Merger Consideration to be paid to holders of Company Common Stock will be paid with Buyer Common Stock. Holders of record of shares of Company Common Stock shall have the right to submit an election to receive Buyer Common Stock or cash for each of their Company shares in accordance with Section 2.06. However, to the extent that the aggregate of those elections would result in less than 80% of the aggregate Merger Consideration being paid with Buyer Common Stock, pro-rata adjustments will be made by the Exchange Agent as provided in Section 2.02 to result in a payment of at least 80% of the aggregate Merger Consideration in Buyer Common Stock and the balance of the aggregate Merger Consideration in cash.

(e) Within one (1) Business Day after the Determination Date, the Company shall terminate and cancel each issued and outstanding Company Stock Option and SAR and the Company shall pay, no later than five (5) Business Days prior to the Effective Time, each holder thereof a cash payment equal to the difference between the per share exercise price, as set forth in such holder's award agreement with respect to such Company Stock Option or SAR, and the Company Stock Price.

(f) Company shall take all requisite action so that, prior to the Effective Time, each Company Stock Option, SAR or other Right, contingent or accrued, to acquire or receive Company Common Stock or benefits measured by the value of such shares, and each award of any kind consisting of Company Common Stock that may be held, awarded, outstanding, payable or reserved for issuance under the Company Stock Plan, or otherwise, immediately prior to the Effective Time, whether or not then vested or exercisable, shall be, by virtue of the Merger and without any further action, terminated and cancelled. Prior to the Effective Time, the Board of Directors of the Company shall adopt any resolutions and take any actions (including obtaining any consents) that may be necessary to effectuate the provisions of paragraphs (e) and (f) of this Section 2.01.

Section 2.02 Proration. Within five (5) Business Days after the Effective Time, if the aggregate of the elections made by the shareholders of Company Common Stock would result in less than 80% of the aggregate Merger Consideration being paid with Buyer Common Stock, Buyer shall cause the Exchange Agent to effect the allocation among the holders of Company Common Stock of rights to receive Buyer Common Stock or cash in the Merger in accordance with the Election Forms as follows:

(a) *Stock Undersubscribed.* If the sum of (1) Cash Election Shares *plus* (2) any Dissenting Shares, *is greater than* 20% of the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time, then:

(i) each of the Stock Election Shares and Non-Election Shares shall be converted into the right to receive the Stock Consideration; and

(ii) each of the Cash Election Shares shall be converted into:

(A) a number of shares of Buyer Common Stock equal to the Exchange Ratio *multiplied* by a fraction, the numerator of which is the sum of (1) the number of Cash Election Shares *plus* any Dissenting Shares, *minus* (2) 20% of the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time, and the denominator of which is the total number of Cash Election Shares; and

(B) an amount of cash equal to (1) the Fully Diluted Company Stock Price *less* (2) the dollar value of the Stock Consideration to be received as provided in clause (A) immediately above, which shall be determined by taking the number determined in clause (A) immediately above and *multiplying* it by the Buyer Average Stock Price.

(b) *Stock Subscriptions Sufficient.* If the number of Cash Election Shares together with any Dissenting Shares is equal to or less than 20% of the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time, then subparagraph (a) above shall not apply and (1) all Cash Election Shares shall be converted into the right to receive only Cash Consideration in the amount of the Fully Diluted Company Stock Price; (2) solely for purposes of calculating the proration provided in this Section 2.02(b), all Dissenting Shares shall be deemed to be converted into the right to receive only Cash Consideration in the amount of the Fully Diluted Company Stock Price; and (3) subject to Section 2.04 and Section 2.06, all Stock Election Shares and Non-Election Shares shall be converted into the right to receive only Stock Consideration with the number of shares of Buyer Common Stock determined using the Exchange Ratio.

Section 2.03 Rights as Shareholders; Stock Transfers. All shares of Company Common Stock, when converted as provided in Section 2.01(c), shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each Certificate previously evidencing such shares shall thereafter represent only the right to receive for each such share of Company Common Stock, the Merger Consideration and any cash in lieu of fractional shares of Buyer Common Stock in accordance with this ARTICLE II and the right to receive any unpaid dividend with respect to the Company Common Stock with a record date that is on or prior to December 18, 2013. At the Effective Time, holders of Company Common Stock shall cease to be, and shall have no rights as, shareholders of Company, other than the right to receive the Merger Consideration and cash in lieu of fractional shares of Buyer Common Stock as provided under this ARTICLE II, and the right to receive any unpaid dividend with respect to the Company Common Stock with a record date that is on or prior to December 18, 2013. After the Effective Time, there shall be no registration of transfers on the stock transfer books of Company of shares of Company Common Stock.

Section 2.04 Fractional Shares. Notwithstanding any other provision hereof, no fractional shares of Buyer Common Stock and no certificates or scrip therefor, or other evidence

of ownership thereof, will be issued in the Merger. In lieu thereof, Buyer shall pay or cause to be paid to each holder of a fractional share of Buyer Common Stock, rounded to the nearest one hundredth of a share, an amount of cash (without interest) determined by multiplying the fractional share interest in Buyer Common Stock to which such holder would otherwise be entitled by the Buyer Average Stock Price.

Section 2.05 Plan of Reorganization. It is intended that the Merger and the Bank Merger shall together constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a "plan of reorganization" as that term is used in Sections 354 and 361 of the Code. The business purpose of the Merger and the Bank Merger is to combine two financial institutions to create a strong community-based commercial banking franchise. From and after the date of this Agreement and until the Closing, each party hereto shall use its reasonable best efforts to cause the Merger to qualify as a reorganization under Section 368(a) of the Code.

Section 2.06 Election Procedures. Each holder of record of shares of Company Common Stock ("Holder") shall have the right, subject to the limitations set forth in this ARTICLE II, to submit an election in accordance with the following procedures:

(a) Each Holder may specify in a request made in accordance with the provisions of this Section 2.06 (each, an "Election") (i) the number of shares of Company Common Stock owned by such Holder with respect to which such Holder desires to make a Stock Election and (ii) the number of shares of Company Common Stock owned by such Holder with respect to which such Holder desires to make a Cash Election.

(b) As promptly as practicable after the Company Meeting, assuming the Requisite Company Shareholder Approval is obtained, but in any event no later than ten (10) Business Days prior to the Effective Time, and provided that Company has delivered, or caused to be delivered, to the Exchange Agent all information that is necessary for the Exchange Agent to perform its obligations as specified herein, the Exchange Agent in accordance with the Exchange Agent Agreement shall mail or otherwise cause to be delivered to each holder of record of a Certificate or Certificates who has not previously surrendered such Certificate or Certificates an Election Form and Letter of Transmittal, as hereinafter defined, to include or be accompanied by appropriate and customary transmittal materials, which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent, as well as instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration as provided for in this Agreement (collectively, the "Election Form and Letter of Transmittal" or "Election Form"). The form of Election Form and Letter of Transmittal shall be agreed to between Company and Buyer not later than the time of filing of the Registration Statement. Each Election Form and Letter of Transmittal shall permit such Holder, subject to the allocation and election procedures set forth in this Section 2.06, to (i) elect to receive the Cash Consideration for all of the shares of Company Common Stock held by such Holder in accordance with Section 2.01(c), (ii) elect to receive the Stock Consideration for all of such shares in accordance with Section 2.01(c), (iii) elect to receive the Stock Consideration for a specified number of whole shares of such Holder's Company Common Stock and the Cash Consideration for the remaining number of whole shares of such Holder's Company Common Stock or (iv) indicate that such Holder has no

preference as to the receipt of cash or Buyer Common Stock for such shares (a "Non-Election"). A Holder who holds such shares as nominee, trustee or in another representative capacity (a "Representative") may submit multiple Election Forms, *provided, that* each such Election Form covers all of the shares of Company Common Stock held by such Representative for a particular beneficial owner. Any shares of Company Common Stock with respect to which the Holder thereof has not, as of the Election Deadline, made an election by submission to the Exchange Agent of an effective, properly completed Election Form shall be deemed Non-Election Shares.

(c) Notwithstanding any other provision in this Agreement to the contrary, a Holder who (i) makes a Stock Election that would result in such Holder receiving less than ten (10) whole shares of Buyer Common Stock, or (ii) would otherwise be allocated Stock Consideration consisting of less than ten (10) whole shares of Buyer Common Stock under this Section 2.06 as a result of a Non-Election or deemed Non-Election or (iii) would otherwise be allocated Stock Consideration consisting of less than ten (10) whole shares of Buyer Common Stock pursuant to the allocation and pro-ration provisions of Section 2.02, shall instead in any such case of (i), (ii) or (iii) above, be allocated Cash Consideration in respect of such shares of Company Common Stock as if such Holder had made a valid Election to receive Cash Consideration in respect of such shares of Company Common Stock.

(d) To be effective, a properly completed Election Form, accompanied by the Certificate(s) to which such Election Form relates, shall be submitted to the Exchange Agent no later than 5:00 p.m., Central time, on the date that Buyer and Company agree is as near as practicable to five (5) Business Days before the anticipated Effective Time (or such other time and date as Buyer and Company may mutually agree, and as to be set forth in the Election Form) (the "Election Deadline"). Company shall provide to the Exchange Agent all information reasonably necessary for it to perform the duties as specified herein. An Election shall be deemed to have been properly made only if the Exchange Agent shall have duly received a properly completed Election Form, accompanied by the Certificate(s) to which such Election Form relates, by the Election Deadline, unless a Holder elects to make delivery of the Certificate(s) pursuant to a guarantee of delivery as provided in the Election Form, in which case a properly completed Election Form shall be delivered to and received by the Exchange Agent by the Election Deadline, and the Certificates(s) shall be delivered pursuant to the guarantee of delivery as provided in the Election Form no later than two (2) Business Days after the Election Deadline. If a Holder either (i) does not submit a properly completed Election Form and the Certificate(s) in a timely fashion or (ii) revokes his, her or its Election Form before the Election Deadline (without later submitting a properly completed Election Form before the Election Deadline), the shares of Company Common Stock held by such Holder shall be designated as Non-Election Shares. Any Holder may revoke or change his, her or its Election by written notice to the Exchange Agent only if such notice of revocation or change is duly received by the Exchange Agent before the Election Deadline. Subject to the terms of this Agreement and of the Election Form, the Exchange Agent shall have sole authority to determine when any Election, modification or revocation is received and whether any such Election, modification or revocation has been properly made.

Section 2.07 Deposit of Merger Consideration.

(a) A reasonable time in advance of the Effective Time, Buyer shall deposit, or shall cause to be deposited, with the Exchange Agent (a) stock certificates representing the number of shares of Buyer Common Stock sufficient to deliver, and Buyer shall instruct the Exchange Agent to timely deliver, the Aggregate Stock Consideration, (b) immediately available funds equal to the Aggregate Cash Consideration (together with, to the extent then determinable, any cash payable in lieu of fractional shares pursuant to Section 2.04), and (c) if applicable, cash in an aggregate amount sufficient to make the appropriate payment to the holders of Dissenting Shares (collectively, the "Exchange Fund"), and Buyer shall instruct the Exchange Agent to timely pay Cash Consideration, and such cash in lieu of fractional shares, and Stock Consideration in accordance with this Agreement, and to hold the cash deposited with the Exchange Agent in order to pay the holders of Dissenting Shares upon Buyer's request such cash to which they become entitled upon perfection of their dissenters' rights in accordance with the ABCA.

(b) Any portion of the Exchange Fund that remains unclaimed by the shareholders of Company for six (6) months after the Effective Time (as well as any interest or proceeds from any investment thereof) shall be delivered by the Exchange Agent to Buyer. Any shareholders of Company who have not theretofore complied with Section 2.05 and this Section 2.07 shall thereafter look only to Buyer for the Merger Consideration deliverable in respect of each share of Company Common Stock such shareholder holds as determined pursuant to this Agreement, in each case without any interest thereon. If outstanding Certificates for shares of Company Common Stock are not surrendered or the payment for them is not claimed prior to the date on which such shares of Buyer Common Stock or cash would otherwise escheat to or become the property of any governmental unit or agency, the unclaimed items shall, to the extent permitted by abandoned property and any other applicable Law, become the property of Buyer (and to the extent not in its possession shall be delivered to it), free and clear of all claims or interest of any Person previously entitled to such property. Neither the Exchange Agent nor any party to this Agreement shall be liable to any holder of shares of Company Common Stock represented by any Certificate for any Merger Consideration (or any dividends or distributions with respect to the Stock Consideration) paid to a public official pursuant to applicable abandoned property, escheat or similar laws. Buyer and the Exchange Agent shall be entitled to rely upon the stock transfer books of Company to establish the identity of those Persons entitled to receive the Merger Consideration specified in this Agreement, which books shall be conclusive with respect thereto. In the event of a dispute with respect to ownership of any shares of Company Common Stock represented by any Certificate, Buyer and the Exchange Agent shall be entitled to tender to the custody of any court of competent jurisdiction any Merger Consideration represented by such Certificate and file legal proceedings interpleading all parties to such dispute, and will thereafter be relieved with respect to any claims thereto.

Section 2.08 Delivery of Merger Consideration.

(a) Upon surrender to the Exchange Agent of its Certificate or Certificates, accompanied by a properly completed Election Form and Letter of Transmittal timely delivered to the Exchange Agent, a Holder will be entitled to receive as promptly as practicable after the Effective Time the Merger Consideration (with the aggregate Cash Consideration paid to each

such holder rounded to the nearest whole cent) and any cash in lieu of fractional shares of Buyer Common Stock to be issued or paid in consideration therefor (with such cash rounded to the nearest whole cent) in respect of the shares of Company Common Stock represented by its Certificate or Certificates. The Exchange Agent and Buyer, as the case may be, shall not be obligated to deliver cash and/or shares of Buyer Common Stock to a holder of Company Common Stock to which such holder would otherwise be entitled as a result of the Merger until such holder surrenders the Certificate or Certificates representing the shares of Company Common Stock for exchange as provided in this ARTICLE II, or, an appropriate affidavit of loss and indemnity agreement and/or a bond in such amount as may be required in each case by Buyer (but not more than the customary amount required under Buyer's agreement with its transfer agent).

(b) No dividends or other distributions with a record date after December 18, 2013 with respect to Company Common Stock shall be valid in any respect or paid to the holder of any unsurrendered Certificate. After the surrender of a Certificate in accordance with this Section 2.08, the record holder thereof shall be entitled to receive any theretofore unpaid dividends or other distributions with a record date on or prior to December 18, 2013, without any interest thereon, with respect to shares of Company Common Stock represented by such Certificate.

(c) Buyer (through the Exchange Agent, if applicable) shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement to any holder of shares of Company Common Stock such amounts as Buyer is required to deduct and withhold under applicable Law. Any amounts so deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the holder of Company Common Stock in respect of which such deduction and withholding was made by Buyer.

Section 2.09 Anti-Dilution Provisions. In the event that on or after the first trading day used in determining the Buyer Average Stock Price and before the Effective Time Buyer changes (or establishes a record date for changing) the number of, or provides for the exchange of, shares of Buyer Common Stock issued and outstanding prior to the Effective Time as a result of a stock split, reverse stock split, stock dividend, recapitalization, reclassification, or similar transaction with respect to the outstanding Buyer Common Stock, the Exchange Ratio shall be appropriately adjusted; *provided that*, for the avoidance of doubt, no such adjustment shall be made with regard to the Buyer Common Stock if (i) Buyer issues additional shares of Buyer Common Stock and receives consideration for such shares in a bona fide third party transaction, or (ii) Buyer issues employee or director stock options, restricted stock awards, grants or similar equity awards or Buyer issues Buyer Common Stock upon exercise or vesting of any such options, grants or awards.

Section 2.10 Dissenting Shareholders. Any holder of shares of Company Common Stock who perfects his, her or its dissenters' rights (the aggregate shares of all such holders constituting the "Dissenting Shares") in accordance with and as contemplated by §4-27-1302 and §4-27-1322 of the ABCA, shall be entitled to receive the value of such shares in cash as determined pursuant to such provision of Law; *provided, that* no such payment shall be made to any dissenting shareholder unless and until such dissenting shareholder has complied with the notice and other applicable provisions of the ABCA and surrendered to Company, or after the Effective Time to Buyer, the Certificate or Certificates representing the shares for which

payment is being made. In the event that, whether before or after the Effective Time, a dissenting shareholder of Company fails to perfect, or effectively withdraws or loses, his, her or its right to dissent and of payment for his, her or its shares, subject to Buyer's consent in its sole discretion, Buyer shall issue and deliver the Merger Consideration to which such holder of shares of Company Common Stock is entitled under this ARTICLE II (without interest), upon surrender by such holder of the Certificate or Certificates representing shares of Company Common Stock held by such holder.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF COMPANY AND COMPANY BANK

Section 3.01 Making of Representations and Warranties.

(a) On or prior to the date hereof, Company has delivered to Buyer a schedule (the "Disclosure Schedule") setting forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in ARTICLE III or to one or more of its covenants contained in ARTICLE V; *provided, however*, that nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or a warranty unless such schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail.

(b) Except as set forth in the Disclosure Schedule, Company and Company Bank hereby represent and warrant, jointly and severally, to Buyer that the statements contained in this ARTICLE III are correct as of the date of this Agreement and will be correct as of the Closing Date (as though made on and as of the Closing Date), except as to any representation or warranty which specifically speaks as of an earlier date (including without limitation representations made as of "the date hereof"), which only need be correct as of such earlier date.

Section 3.02 Organization, Standing and Authority.

(a) Company is an Arkansas corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas, and is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended. Company has full corporate power and authority to carry on its business as now conducted. Company is duly licensed or qualified to do business in the State of Arkansas and each other foreign jurisdiction where its ownership or leasing of property or the conduct of its business requires such qualification.

(b) Company Bank is an Arkansas state banking corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas. Company Bank has full corporate power and authority to carry on its business as now conducted. Company Bank has full power and authority (including all licenses, franchises, permits and other governmental authorizations which are legally required) to own, lease and operate its properties, to engage in the business and activities now conducted by it. Company Bank's deposits are insured by the FDIC in the manner and to the full extent provided by applicable Law, and all premiums and

assessments required to be paid in connection therewith have been paid by Company Bank when due. Company Bank is not a member of the FRB.

Section 3.03 Capital Stock. The authorized capital stock of Company consists of 20,000,000 shares of Company Common Stock, $0.01 par value per share. As of the date of this Agreement, there are 6,132,808 shares of Company Common Stock outstanding. There are no shares of Company Common Stock held by Company's Subsidiaries. The outstanding shares of Company Common Stock are duly authorized and validly issued and fully paid and non-assessable and have not been issued in violation of nor are they subject to preemptive rights of any Company shareholder. All Company Common Stock issued since January 1, 2009, have been issued in compliance with and not in violation of any applicable federal or state securities laws. Disclosure Schedule Section 3.03 sets forth the name and address, as reflected on the books and records of Company, of each holder of outstanding Company Common Stock, and the number of shares held by each such holder. There are no outstanding shares of capital stock of any class, or any options, warrants or other similar rights, convertible or exchangeable securities, "phantom stock" rights, stock appreciation rights, stock based performance units, agreements, arrangements, commitments or understandings to which Company or any of its Subsidiaries is a party, whether or not in writing, of any character relating to the issued or unissued capital stock or other securities of Company or any of Company's Subsidiaries or obligating Company or any of Company's Subsidiaries to issue (whether upon conversion, exchange or otherwise) or sell any share of capital stock of, or other equity interests in or other securities of, Company or any of Company's Subsidiaries other than those listed in Disclosure Schedule Section 3.03. All shares of Company Common Stock subject to issuance as set forth in this Section 3.03 or Disclosure Schedule Section 3.03 shall, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, be duly authorized, validly issued, fully paid and nonassessable, and not issued in violation of or be subject to preemptive rights in favor of any person. Except as set forth in Disclosure Schedule Section 3.03, there are no obligations, contingent or otherwise, of Company or any of Company's Subsidiaries to repurchase, redeem or otherwise acquire any shares of Company Common Stock or capital stock of any of Company's Subsidiaries or any other securities of Company or any of Company's Subsidiaries or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any such Subsidiary or any other entity. Other than the Voting Agreements, there are no agreements, arrangements or other understandings with respect to the voting of Company's capital stock. If all of the outstanding Company Stock Options and SARs are exercised by the holders thereof, Company would be obligated to issue no more than 434,250 shares of Company Common Stock. As of one (1) Business Day before the Effective Time, there will be no Company Stock Options, SARs, or commitments of any kind obligating Company to issue any authorized and unissued shares of Company Common Stock. All of the outstanding shares of capital stock of each of Company's Subsidiaries are duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights, and all such shares are owned by Company or another Subsidiary of Company free and clear of all security interests, liens, claims, pledges, taking actions, agreements, limitations in Company's voting rights, charges or other encumbrances of any nature whatsoever, except as set forth in Disclosure Schedule Section 3.03. Except as set forth in Disclosure Schedule Section 3.03, neither Company nor any of its Subsidiaries has any trust preferred securities or other similar securities outstanding.

Section 3.04 Subsidiaries.

(a) (i) Disclosure Schedule Section 3.04 sets forth a complete and accurate list of all of Company's Subsidiaries, including the jurisdiction of organization of each such Subsidiary, (ii) Company owns, directly or indirectly, all of the issued and outstanding equity securities of each Subsidiary, (iii) no equity securities of any of Company's Subsidiaries are or may become required to be issued (other than to Company) by reason of any contractual right or otherwise, (iv) there are no contracts, commitments, understandings or arrangements by which any of such Subsidiaries is or may be bound to sell or otherwise transfer any of its equity securities (other than to Company or a wholly-owned Subsidiary of Company), (v) there are no contracts, commitments, understandings or arrangements relating to Company's rights to vote or to dispose of such securities and (vi) all of the equity securities of each such Subsidiary held by Company, directly or indirectly, are validly issued, fully paid and nonassessable, are not subject to preemptive or similar rights and are owned by Company free and clear of all Liens.

(b) Except as set forth on Disclosure Schedule Section 3.04, neither Company nor any of Company's Subsidiaries owns (other than in a bona fide fiduciary capacity or in satisfaction of a debt previously contracted) beneficially, directly or indirectly, any equity securities or similar interests of any Person, or any interest in a partnership or joint venture of any kind.

(c) Each of Company's Subsidiaries has been duly organized and qualified and is in good standing under the laws of the jurisdiction of its organization and is duly qualified to do business and is in good standing in the jurisdictions where its ownership or leasing of property or the conduct of its business requires it to be so qualified. A complete and accurate list of all such jurisdictions is set forth on Disclosure Schedule Section 3.04.

Section 3.05 Corporate Power; Minute Books.

(a) Company and each of its Subsidiaries has the corporate power and authority to carry on its business as it is now being conducted and to own all of its properties and assets; and each of Company and Company Bank has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, subject to receipt of all necessary approvals of Governmental Authorities, the Regulatory Approvals and the Requisite Company Shareholder Approval.

(b) The minute books of Company and each of its Subsidiaries contain true, complete and accurate records of all corporate actions taken by shareholders of Company and each of its Subsidiaries and the board of the directors of Company (including committees of Company's board of directors) and each of its Subsidiaries (including committees of each of their boards of directors).

Section 3.06 Corporate Authority. Subject only to the approval of this Agreement by the holders of a majority of the outstanding shares of Company Common Stock entitled to vote on the Agreement and the transactions contemplated hereby ("Requisite Company Shareholder Approval"), this Agreement and the transactions contemplated hereby have been authorized by all necessary corporate action of Company and Company Bank and Company's and Company

Bank's respective boards of directors on or prior to the date hereof. Company's board of directors has directed that this Agreement be submitted to Company's shareholders for approval at a meeting of such shareholders and, except for the receipt of the Requisite Company Shareholder Approval in accordance with the ABCA and Company's articles of incorporation and bylaws, no other vote of the shareholders of Company or Company Bank is required by Law, the articles of incorporation of Company and Company Bank, the bylaws of Company and Company Bank or otherwise to approve this Agreement and the transactions contemplated hereby. Each of Company and Company Bank has duly executed and delivered this Agreement and, assuming due authorization, execution and delivery by Buyer and Buyer Bank, this Agreement is a valid and legally binding obligation of Company and Company Bank, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

Section 3.07 Regulatory Approvals; No Defaults.

(a) No consents or approvals of, or waivers by, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by Company or any of its Subsidiaries in connection with the execution, delivery or performance by Company and Company Bank of this Agreement or to consummate the transactions contemplated by this Agreement, except for (i) filings of applications or notices with, and consents, approvals or waivers by the FRB, the FDIC and the Arkansas State Bank Department; (ii) the Requisite Company Shareholder Approval; (iii) the approval of the Plan of Bank Merger by a majority of the outstanding shares of Company Bank's common stock (which Company Bank shall have obtained no later than the time of approval of this Agreement by Company's shareholders); (iv) the filing of the Articles of Merger with the Arkansas Secretary of State; and (v) the filing of the Articles of Bank Merger with the Arkansas State Bank Department. Each consent, approval or waiver by the FRB, the FDIC, the Arkansas State Bank Department and the Arkansas Secretary of State referred to in the preceding sentence is a "Regulatory Approval" with respect to the obligations of Company and Company Bank pursuant hereto. As of the date hereof, neither Company nor Company Bank is aware of any reason why the approvals set forth above and referred to in Section 6.01(b) will not be received in a timely manner.

(b) Subject to receipt, or the making, of the consents, approvals, waivers and filings referred to in Section 3.07(a), and the expiration of related waiting periods, the execution, delivery and performance of this Agreement by Company and Company Bank, as applicable, and the consummation of the transactions contemplated hereby do not and will not (i) constitute a breach or violation of, or a default under, the articles of incorporation or bylaws (or similar governing documents) of Company or Company Bank, (ii) violate any statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Company or any of its Subsidiaries, or any of their properties or assets, or (iii) 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 properties or assets of Company or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, contract, agreement or other instrument or obligation to which Company or

any of its Subsidiaries is a party, or by which it or any of its or their properties or assets may be bound or affected.

Section 3.08 Reports; Internal Controls.

(a) Company and each of its Subsidiaries have timely filed all reports, forms, schedules, registrations, statements and other documents, together with any amendments required to be made with respect thereto, that they were required to file since December 31, 2008 with any Governmental Authority and have paid all fees and assessments due and payable in connection therewith. Other than normal examinations conducted by a Governmental Authority in the regular course of the business of Company and its Subsidiaries, no Governmental Authority has notified Company or any of its Subsidiaries that it has initiated any proceeding or, to Company's Knowledge, threatened an investigation into the business or operations of Company or any of its Subsidiaries since December 31, 2008. There is no material unresolved violation or exception by any Governmental Authority with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by any such Governmental Authority of Company or any of its Subsidiaries.

(b) The records, systems, controls, data and information of Company and its 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 Company or its 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 to have a Material Adverse Effect on the system of internal accounting controls described in the following sentence. Company and its Subsidiaries have devised and maintain a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

(c) Since December 31, 2008, neither Company nor any of its Subsidiaries nor, to Company's Knowledge, any director, officer, employee, auditor, accountant or representative of Company or any of its 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 of Company or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices.

Section 3.09 Financial Statements; Undisclosed Liabilities.

(a) Company has previously delivered or made available to Buyer accurate and complete copies of Company's (i) audited consolidated financial statements for the years ended December 31, 2012, 2011 and 2010, accompanied by the unqualified audit reports of BKD, LLP, independent registered accountants (collectively, the "Audited Financial Statements") and (ii) unaudited interim consolidated financial statements for the eleven months ended November 30, 2013 (the "Unaudited Financial Statements;" and collectively with the Audited Financial Statements, the "Financial Statements"). Each of the Audited Financial Statements fairly

presents, in all material respects, the consolidated financial condition, results of operations and changes in shareholders' equity and cash flows of Company and its consolidated Subsidiaries for the respective periods or as of the respective dates set forth therein, and were prepared in accordance with GAAP, except as may be noted therein. Each of the Unaudited Financial Statements fairly presents, in all material respects, the consolidated financial condition and results of operations of Company and its consolidated Subsidiaries for the respective periods or as of the respective dates set forth therein except as may be noted therein. True, correct and complete copies of the Financial Statements are set forth in Disclosure Schedule Section 3.09(a).

(b) The audits of Company have been conducted in accordance with generally accepted auditing standards in the United States of America.

(c) Company has no liability of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP, including without limitation, any uncertain tax positions, except for liabilities reflected or reserved against in the Financial Statements and current liabilities incurred in Company's Ordinary Course of Business since November 30, 2013 (the "Company Balance Sheet Date").

Section 3.10 Absence of Certain Changes or Events. Except as disclosed in Disclosure Schedule Section 3.10, or as otherwise expressly permitted or expressly contemplated by this Agreement, since the Company Balance Sheet Date there has not been (i) any change or development in the business, operations, assets, liabilities, condition (financial or otherwise), results of operations, cash flows or properties of Company or any of its Subsidiaries which has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to Company or any of its Subsidiaries, and no fact or condition exists which is reasonably likely to cause a Material Adverse Effect with respect to Company or any of its Subsidiaries in the future; (ii) any change by Company or any of its Subsidiaries in its accounting methods, principles or practices, other than changes required by applicable Law or GAAP or regulatory accounting as concurred in by Company's independent accountants; (iii) any entry by Company or any of its Subsidiaries into any contract or commitment of (A) more than $50,000 or (B) $25,000 per annum with a term of more than one year, other than purchases or sales of investment securities, and loans and loan commitments, all in the Ordinary Course of Business; (iv) any declaration, setting aside or payment of any dividend or distribution in respect of any capital stock of Company or any of its Subsidiaries or any redemption, purchase or other acquisition of any of its securities, other than in the Ordinary Course of Business; (v) any increase in or establishment of any bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing, stock option (including, without limitation, the granting of stock options, stock appreciation rights, performance awards, or restricted stock awards), stock purchase or other employee benefit plan, or any other increase in the compensation payable or to become payable to any directors, officers or employees of Company or any of its Subsidiaries (other than normal salary adjustments to employees made in the Ordinary Course of Business), or any grant of severance or termination pay, or any contract or arrangement entered into to make or grant any severance or termination pay, any payment of any bonus, or the taking of any action not in the Ordinary Course of Business with respect to the compensation or employment of directors, officers or employees of Company or any of its Subsidiaries; (vi) any material election or material changes in existing elections made by Company or any of its Subsidiaries for federal or state Tax purposes; (vii) any material change in the credit policies or procedures of

Company or any of its Subsidiaries, the effect of which was or is to make any such policy or procedure less restrictive in any respect; (viii) any material acquisition or disposition of any assets or properties, or any contract for any such acquisition or disposition entered into other than (A) investment securities in Company's or any of its Subsidiaries' investment portfolio or (B) loans and loan commitments purchased, sold, made or entered into in the Ordinary Course of Business; or (ix) any lease of real or personal property entered into, other than in connection with foreclosed property or in the Ordinary Course of Business.

Section 3.11 Legal Proceedings. Except as set forth in Disclosure Schedule Section 3.11:

(a) There are no civil, criminal, administrative or regulatory actions, suits, demand letters, demands for indemnification, claims, hearings, notices of violation, arbitrations, investigations, orders to show cause, market conduct examinations, notices of non-compliance or other proceedings of any nature pending or, to Company's Knowledge, threatened against Company or any of its Subsidiaries or to which Company or any of its Subsidiaries is a party, including without limitation any such actions, suits, demand letters, demands for indemnification, claims, hearings, notices of violation, arbitrations, investigations, orders to show cause, market conduct examinations, notices of non-compliance or other proceedings of any nature that would challenge the validity or propriety of the transactions contemplated by this Agreement; and

(b) There is no injunction, order, judgment or decree imposed upon Company or any of its Subsidiaries, or the assets of Company or any of its Subsidiaries, and neither Company nor any of its Subsidiaries has been advised of, or has Knowledge of, the threat of any such action.

Section 3.12 Compliance With Laws.

(a) Except as set forth in Disclosure Schedule Section 3.12, Company and each of its Subsidiaries is and since December 31, 2008 has been in compliance in all material respects with all applicable federal, state, local and foreign Laws, judgments, orders or decrees applicable thereto or to the employees conducting such businesses, including, without limitation, Laws related to data protection or privacy, the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, and any other Law relating to discriminatory lending, financing or leasing practices, Sections 23A and 23B of the Federal Reserve Act;

(b) Company and each of its Subsidiaries has all permits, licenses, authorizations, orders and approvals of, and have made all filings, applications and registrations with, all Governmental Authorities that are required in order to permit it to own or lease their properties and to conduct their business as presently conducted; all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and, to Company's Knowledge, no suspension or cancellation of any of them is threatened; and

(c) Except as set forth in Disclosure Schedule Section 3.12, neither Company nor any of its Subsidiaries has received, since December 31, 2008, notification or communication from any Governmental Authority (i) asserting that it is not in compliance with any of the Laws which such Governmental Authority enforces or (ii) threatening to revoke any license, franchise, permit or governmental authorization (nor do any grounds for any of the foregoing exist).

Section 3.13 Material Contracts; Defaults.

(a) Except as disclosed in Disclosure Schedule Section 3.13, neither Company nor any of its Subsidiaries is a party to, bound by or subject to any agreement, contract, arrangement, commitment or understanding (whether written or oral) (i) with respect to the employment of any directors, officers, employees or consultants, (ii) which would entitle any present or former director, officer, employee or agent of Company or any of its Subsidiaries to indemnification from Company or any of its Subsidiaries, (iii) the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement, 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, (iv) which grants any right of first refusal, right of first offer or similar right with respect to any material assets or properties of Company or its Subsidiaries; (v) which provides for payments to be made by Company or any of its Subsidiaries upon a change in control thereof; (vi) which provides for the lease of personal property having a value in excess of $10,000 individually or $25,000 in the aggregate; (vii) which relates to capital expenditures and involves future payments in excess of $25,000 individually or $50,000 in the aggregate; (viii) which relates to the disposition or acquisition of assets or any interest in any business enterprise outside the Ordinary Course of Business of Company or any of its Subsidiaries; (ix) which is not terminable on sixty (60) days or less notice and involving the payment of more than $25,000 per annum; or (x) which materially restricts the conduct of any business by Company or any of its Subsidiaries (collectively, "Material Contracts"). Company has previously made available to Buyer true, complete and correct copies of each such Material Contract.

(b) Neither Company nor any of its Subsidiaries is in default under any contract, agreement, commitment, arrangement, lease, insurance policy or other instrument, including but not limited to any Material Contract, to which it is a party, by which its assets, business, or operations may be bound or affected, or under which it or its assets, business, or operations receives benefits, and there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute such a default. No power of attorney or similar authorization given directly or indirectly by Company or any of its Subsidiaries is currently outstanding.

Section 3.14 Agreements with Regulatory Agencies. Except as set forth in Disclosure Schedule Section 3.14, neither Company nor any of its Subsidiaries is subject to any cease-and-desist or other order 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 a recipient of any extraordinary supervisory letter from, or is subject to any order or directive by, or has adopted any board resolutions at the request of any Governmental Authority (each, whether or not set forth in Disclosure Schedule Section 3.14, a "Company Regulatory Agreement") that restricts, or by its terms will in the future restrict, the conduct of the Company's or any of its Subsidiaries' business or that in any manner relates to their capital

adequacy, credit or risk management policies, dividend policies, management, business or operations, nor has Company or any of its Subsidiaries been advised by any Governmental Authority that it is considering issuing or requesting (or is considering the appropriateness of issuing or requesting) any Company Regulatory Agreement. To Company's Knowledge, there are no investigations relating to any material regulatory matters pending before any Governmental Authority with respect to the Company or any of its Subsidiaries.

Section 3.15 Brokers; Fairness Opinion. Neither Company, Company Bank nor any of its officers, directors or any of its Subsidiaries has employed any broker or finder or incurred, nor will it incur, any liability for any broker's fees, commissions or finder's fees in connection with any of the transactions contemplated by this Agreement, except that Company has engaged, and will pay a fee or commission to Stephens Inc. ("Company Financial Advisor"), in accordance with the terms of a letter agreement between Stephens Inc. and Company, a true, complete and correct copy of which has been previously delivered by Company to Buyer. The Company has received the opinion of the Company Financial Advisor (and, if it is in writing, has provided a copy of such opinion to Buyer) to the effect that, as of the date of this Agreement and based upon and subject to the qualifications and assumptions set forth therein, the Merger Consideration is fair, from a financial point of view, to the holders of shares of Company Common Stock, and, as of the date of this Agreement, such opinion has not been withdrawn, revoked or modified.

Section 3.16 Employee Benefit Plans.

(a) All benefit and compensation plans, contracts, policies or arrangements (i) covering current or former employees of Company, any of its Subsidiaries or related organizations described in Code Sections 414(b),(c) or (m) ("Controlled Group Members") (collectively, the "Company Employees"), (ii) covering current or former directors of Company, any of its Subsidiaries, or Controlled Group Members, or (iii) with respect to which the Company, any of its Subsidiaries, or any Controlled Group Members has or may have any liability or contingent liability (including liability arising from affiliation under Section 414 of the Code or Section 4001 of ERISA) including, but not limited to, "employee benefit plans" within the meaning of Section 3(3) of ERISA, health/welfare, change in control, fringe benefit, deferred compensation, stock option, stock purchase, stock appreciation rights, stock based, incentive, bonus plans and other policies, plans or arrangements whether or not subject to ERISA (the "Company Benefit Plans"), are identified and described in Disclosure Schedule Section 3.16(a). Neither Company, any of its Subsidiaries or Controlled Group Members has any stated plan, intention or commitment to establish any new company benefit plan or to modify any Company Benefit Plan (except to the extent required by law).

(b) Company has provided Buyer with true and complete copies of all Company Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any Company Benefit Plans and all amendments thereto, summary plan descriptions and summary of material modifications, IRS Form 5500 (for the three most recently completed plan years), the most recent IRS determination, opinion, notification and advisory letters, with respect thereto and any correspondence from any regulatory agency. In addition any annual and periodic accounting, service contract, fidelity bonds and employee and participant disclosures pertaining to the Company Benefit Plans have been made available to the Buyer.

(c) All Company Benefit Plans are in compliance in form and operation with all applicable Laws, including ERISA and the Code. Each Company Benefit Plan which is intended to be qualified under Section 401(a) of the Code ("Company 401(a) Plan"), has received a favorable determination or opinion letter from the IRS, and neither Company nor Company Bank is aware of any circumstance that could reasonably be expected to result in revocation of any such favorable determination or opinion letter or the loss of the qualification of such Company 401(a) Plan under Section 401(a) of the Code, and nothing has occurred that would be expected to result in the Company 401(a) Plan ceasing to be qualified under Section 401(a) of the Code. All Company Benefit Plans have been administered in accordance with their terms. There is no pending or, to Company's Knowledge, threatened litigation or regulatory action relating to the Company Benefit Plans. Neither Company nor any of its Subsidiaries or any Controlled Group Members has engaged in a transaction with respect to any Company Benefit Plan, including a Company 401(a) Plan that could subject Company, any of its Subsidiaries or any Controlled Group Members to a tax or penalty under any Law including, but not limited to, Section 4975 of the Code or Section 502(i) of ERISA. No Company 401(a) Plan has been submitted under or been the subject of an IRS voluntary compliance program submission. There are no audits, investigations, inquiries or proceedings pending or threatened by the IRS or the Department of Labor with respect to any Company Benefit Plan.

(d) No liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by Company, any of its Subsidiaries or Controlled Group Members with respect to any ongoing, frozen or terminated "single employer plan," within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by Company, any of its Subsidiaries, Controlled Group Members or any entity which is considered one employer with Company, any of its Subsidiaries or Controlled Group Members under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate"). Neither Company, Company Bank nor any ERISA Affiliate (or their predecessor) has ever maintained a plan subject to Title IV of ERISA or Section 412 of the Code. None of Company, Company Bank, or any ERISA Affiliate has contributed to (or been obligated to contribute to) a "multiemployer plan" within the meaning of Section 3(37) of ERISA at any time and neither Company, any of its Subsidiaries or Controlled Group Members has incurred, and does not expect to incur, any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate). No notice of a "reportable event," within the meaning of Section 4043 of ERISA has been required to be filed for any Company Benefit Plan or by any ERISA Affiliate or will be required to be filed in connection with the transactions contemplated by this Agreement.

(e) All contributions required to be made with respect to all Company Benefit Plans have been timely made or have been reflected on the consolidated financial statements of Company. No Company Benefit Plan or single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver.

(f) No Company Benefit Plan provides or has any liability to provide life insurance, medical or other employee welfare benefits to any Company Employee upon his or her retirement or termination of employment for any reason, except as may be required by Law, and neither Company nor any Subsidiary has ever represented or contracted (whether in oral or

written form) to any Company Employee (either individually, or to Company Employees as a group) that such Company Employee(s) would be provided with life insurance, medical or other employee welfare benefits, upon their retirement or termination of employment.

(g) All Company Benefit Plans that are group health plans have been operated in compliance with the group health plan continuation requirements of Section 4980B of the Code and all other applicable sections of ERISA and the Code. Company may amend or terminate any such Company Benefit Plan at any time without incurring any liability thereunder for further benefits coverage at any time after such termination.

(h) Except as set forth in Disclosure Schedule Section 3.16(h) or otherwise provided for in this Agreement, the execution of this Agreement, shareholder approval of this Agreement or consummation of any of the transactions contemplated by this Agreement will not (i) entitle any Company Employee to severance pay or any increase in severance pay upon any termination of employment after the date hereof, (ii) accelerate the time of payment or vesting (except as required by law) or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any of the Company Benefit Plans, (iii) result in any breach or violation of, or a default under, any of the Company Benefit Plans, (iv) result in any payment that would be a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future, (v) limit or restrict the right of Company or Company Bank or, after the consummation of the transactions contemplated hereby, Buyer or any of its Subsidiaries, to merge, amend or terminate any of the Company Benefit Plans, or (vi) result in payments under any of the Company Benefit Plans which would not be deductible under Section 280G of the Code.

(i) Each Company Benefit Plan that is a deferred compensation plan or arrangement is in compliance with Section 409A of the Code, to the extent applicable. All elections made with respect to compensation deferred under an arrangement subject to Section 409A of the Code have been made in accordance with the requirements of Section 409A(a)(4) of the Code, to the extent applicable. Neither Company, any of its Subsidiaries or Controlled Group Members (i) has taken any action, or has failed to take any action, that has resulted or could reasonably be expected to result in the interest and tax penalties specified in Section 409A(a)(1)(B) of the Code being owed by any participant in a Company Benefit Plan or (ii) has agreed to reimburse or indemnify any participant in a Company Benefit Plan for any of the interest and the penalties specified in Section 409A(a)(1)(B) of the Code that may be currently due or triggered in the future.

(j) Disclosure Schedule Section 3.16(j) contains a schedule showing the present value of the monetary amounts payable as of the date specified in such schedule, whether individually or in the aggregate (including good faith estimates of all amounts not subject to precise quantification as of the date of this Agreement, such as tax indemnification payments in respect of income or excise taxes), under any employment, change-in-control, severance or similar contract, plan or arrangement with or which covers any present or former director, officer or employee of Company, any of its Subsidiaries or Controlled Group Members who may be entitled to any such amount and identifying the types and estimated amounts of the in-kind

benefits due under any Company Benefit Plans (other than a plan qualified under Section 401(a) of the Code) for each such person, specifying the assumptions in such schedule and providing estimates of other required contributions to any trusts for any related fees or expenses.

(k) Company and its Subsidiaries have correctly classified all individuals who directly or indirectly perform services for the Company, any of its Subsidiaries or Controlled Group Members for purposes of each Company Benefit Plan, ERISA, the Code, unemployment compensation laws, workers' compensation laws and all other applicable Laws.

Section 3.17 Labor Matters. Neither Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is there any proceeding pending or, to Company's Knowledge threatened, asserting that Company or any of its Subsidiaries has committed an unfair labor practice (within the meaning of the National Labor Relations Act) or seeking to compel Company or any of its Subsidiaries to bargain with any labor organization as to wages or conditions of employment, nor is there any strike or other labor dispute involving it pending or, to Company's Knowledge, threatened, nor is Company or Company Bank aware of any activity involving Company Employees seeking to certify a collective bargaining unit or engaging in other organizational activity.

Section 3.18 Environmental Matters.

(a) Except as set forth in Disclosure Schedule Section 3.18, there has been no release of Hazardous Substances at, on, or under any real property currently owned, operated or leased by Company or any of its Subsidiaries (including buildings or other structures) or, to Company's Knowledge, formerly owned, operated or leased by Company or any of its Subsidiaries or any predecessor, that has formed or that could reasonably be expected to form the basis of any Environmental Claim against Company or any of its Subsidiaries.

(b) Except as disclosed on Disclosure Schedule Section 3.18, neither Company nor its Subsidiaries has acquired, nor is any of them now in the process of acquiring, any real property through foreclosure or deed in lieu of foreclosure which has been contaminated with, or has had any release of, any Hazardous Substance in a manner that violates Environmental Law or requires reporting, investigation, remediation or monitoring under Environmental Law.

(c) Except as disclosed on Disclosure Schedule Section 3.18, neither Company nor any of its Subsidiaries has previously been nor is any of them now in violation of or noncompliant with applicable Environmental Law.

(d) Neither Company nor any of its Subsidiaries could be deemed the owner or operator of, or to have participated in the management of, any Company Loan Property which has been contaminated with, or has had any release of, any Hazardous Substance in a manner that violates Environmental Law or requires reporting, investigation, remediation or monitoring under Environmental Law.

(e) Neither Company nor any of its Subsidiaries has received (i) any written notice, demand letter, or claim alleging any violation of, or liability under, any Environmental Law or (ii) any written request for information reasonably indicating an investigation or other inquiry by

any Governmental Authority concerning a possible violation of, or liability under, any Environmental Law.

(f) Neither Company nor any of its Subsidiaries has received notice of any Lien or encumbrance having been imposed on property owned, operated or leased by Company or its Subsidiaries in connection with any liability or potential liability arising from or related to Environmental Law, and there is no action, proceeding, writ, injunction or claim pending or, to Company's Knowledge, threatened which could result in the imposition or any such Lien or encumbrance on property owned, operated or leased by Company or any of its Subsidiaries.

(g) Neither Company nor any of its Subsidiaries is, or has been, subject to any order, decree or injunction relating to a violation of or allegation of liability under any Environmental Law.

(h) Except as disclosed on Disclosure Schedule Section 3.18, there are no circumstances or conditions (including the presence of asbestos, underground storage tanks, lead products, polychlorinated biphenyls, prior manufacturing operations, dry-cleaning, or automotive services) involving Company, any of its Subsidiaries, or any currently or, to Company's Knowledge, formerly owned, operated or leased property, that could reasonably be expected pursuant to applicable Environmental Law to (i) result in any claim, liability or investigation against Company or any of its Subsidiaries, or (ii) result in any restriction on the ownership, use, or transfer of any such property.

(i) Company has delivered to Buyer copies of all environmental reports, studies, sampling data, correspondence, filings and other information known to Company or Company Bank and in their possession or reasonably available to it relating to environmental conditions at or on any real property (including buildings or other structures) currently or formerly owned, operated or leased by Company or any of its Subsidiaries. Disclosure Schedule Section 3.18 includes a list of environmental reports and other information provided.

(j) There is no litigation pending or, to Company's Knowledge, threatened against Company or any of its Subsidiaries, or affecting any property now owned or, to Company's Knowledge, formerly owned, used or leased by Company or any of its Subsidiaries or any predecessor, before any court, or Governmental Authority (i) for alleged noncompliance (including by any predecessor) with any Environmental Law or (ii) relating to the presence or release into the environment of any Hazardous Substance.

(k) Except as disclosed on Disclosure Schedule Section 3.18, there are no underground storage tanks on, in or under any property currently owned, operated or leased by Company or any of its Subsidiaries.

Section 3.19 Tax Matters.

(a) Each of Company and its Subsidiaries has filed all Tax Returns that it was required to file under applicable Laws, other than Tax Returns that are not yet due or for which a request for extension was timely filed consistent with requirements of applicable Law. All such Tax Returns were correct and complete in all material respects and have been prepared in substantial compliance with all applicable Laws. Except as set forth in Disclosure Schedule

Section 3.19, all Taxes due and owing by Company or any of its Subsidiaries (whether or not shown on any Tax Return) have been paid other than Taxes that have been reserved or accrued on the balance sheet of Company and which Company is contesting in good faith. Company is not currently the beneficiary of any extension of time within which to file any Tax Return, and, except as set forth in Disclosure Schedule Section 3.19, neither Company nor any of its Subsidiaries currently has any open tax years. Since December 31, 2008 no claim has been made by any Governmental Authority in a jurisdiction where Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of Company or any of its Subsidiaries.

(b) Company and each of its Subsidiaries, as applicable, have withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(c) No foreign, federal, state, or local tax audits or administrative or judicial Tax proceedings are currently being conducted or, to the Company's Knowledge, pending with respect to Company or any of its Subsidiaries. Other than with respect to audits that have already been completed and resolved, neither Company nor any of its Subsidiaries has received from any foreign, federal, state, or local taxing authority (including jurisdictions where Company and or any of its Subsidiaries have not filed Tax Returns) any (i) notice indicating an intent to open an audit or other review, (ii) request for information related to Tax matters, or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority against Company or any of its Subsidiaries.

(d) Company has made available to Buyer true and complete copies of the United States federal, state, local, and foreign consolidated income Tax Returns filed with respect to Company for taxable periods ended December 31, 2012, 2011, 2010 and 2009. Company has delivered to Buyer correct and complete copies of all examination reports, and statements of deficiencies assessed against or agreed to by Company filed for the years ended December 31, 2012, 2011, 2010 and 2009. Company has timely and properly taken such actions in response to and in compliance with notices that Company has received from the IRS in respect of information reporting and backup and nonresident withholding as are required by law.

(e) Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(f) Company has not been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii). Company has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code Section 6662. Except as set forth in Disclosure Schedule Section 3.10(f), neither Company nor Company Bank is a party to or bound by any Tax allocation or sharing agreement. Company (i) has not been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was Company), and (ii) has no liability for the Taxes of any individual, bank, corporation, partnership, association, joint stock company, business trust, limited liability company, or unincorporated organization

(other than Company) under Reg. Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise.

(g) The unpaid Taxes of Company (i) did not, as of November 30, 2013, exceed the reserve for Tax liability (which reserve is distinct and different from any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Financial Statements delivered to Buyer (rather than in any notes thereto), and (ii) do not exceed that reserve as adjusted for the passage of time in accordance with the past custom and practice of Company in filing its Tax Returns. Since December 31, 2012, Company has not incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, outside the Ordinary Course of Business.

(h) Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; (iii) intercompany transactions or any excess loss account described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision of state, local or foreign income Tax Law); (iv) installment sale or open transaction disposition made on or prior to the Closing Date; or (v) prepaid amount received on or prior to the Closing Date.

(i) Company has not distributed stock of another Person nor had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

Section 3.20 Investment Securities. Disclosure Schedule Section 3.20 sets forth as of the Company Balance Sheet Date, the investment securities of Company and its Subsidiaries, as well as any purchases or sales of such securities between the Company Balance Sheet Date to and including the date hereof, reflecting with respect to all such securities, whenever purchased or sold, descriptions thereof, CUSIP numbers, designations as securities "available for sale" or securities "held to maturity," as those terms are used in ASC 320, book values, fair values and coupon rates, and any gain or loss with respect to any investment securities sold during such time period after the Company Balance Sheet Date. Except as set forth in Disclosure Schedule Section 3.20, neither Company nor any of its Subsidiaries has purchased or sold any such securities listed and described thereon. Neither Company nor any of its Subsidiaries owns any of the outstanding equity of any savings bank, savings and loan association, savings and loan holding company, credit union, bank or bank holding company, insurance company, mortgage or loan broker or any other financial institution other than Company Bank.

Section 3.21 Derivative Transactions.

(a) All Derivative Transactions entered into by Company or any of its Subsidiaries or for the account of any of its customers were entered into in accordance with applicable Laws and regulatory policies of any Governmental Authority, and in accordance with the investment, securities, commodities, risk management and other policies, practices and procedures employed

by Company or any of its Subsidiaries, and were entered into with counterparties believed at the time to be financially responsible and able to understand (either alone or in consultation with its advisers) and to bear the risks of such Derivative Transactions. Company and each of its Subsidiaries have duly performed all of their obligations under the Derivative Transactions to the extent that such obligations to perform have accrued, and, to Company's Knowledge, there are no breaches, violations or defaults or allegations or assertions of such by any party thereunder.

(b) Except as set forth in Disclosure Schedule Section 3.21, no Derivative Transaction, were it to be a Loan held by Company or any of its Subsidiaries, would be classified as "Special Mention," "Substandard," "Doubtful," "Loss," "Classified," "Criticized," "Credit Risk Assets," "Concerned Loans," "Watch List" or words of similar import.

(c) Each Derivative Transaction is listed on Disclosure Schedule Section 3.21, and the financial position of Company or Company Bank under or with respect to each has been reflected in the books and records of Company or Company Bank in accordance with GAAP, and no open exposure of Company or Company Bank with respect to any such instrument (or with respect to multiple instruments with respect to any single counterparty) exists, except as disclosed on Disclosure Schedule Section 3.21.

Section 3.22 Regulatory Capitalization. Company Bank is "well-capitalized," as such term is defined in the rules and regulations promulgated by the FDIC. Company is "well-capitalized," as such term is defined in the rules and regulations promulgated by the FRB.

Section 3.23 Loans; Nonperforming and Classified Assets.

(a) Except as set forth in Disclosure Schedule Section 3.23(a), as of the date hereof, neither Company nor any of its Subsidiaries is a party to any written or oral loan, loan agreement, note or borrowing arrangement (including, without limitation, leases, credit enhancements, commitments, guarantees and interest-bearing assets) (collectively, "Loans"), under the terms of which the obligor was, as of November 30, 2013, over sixty (60) days delinquent in payment of principal or interest.

(b) Disclosure Schedule Section 3.23(b) identifies (x) each Loan that as of November 30, 2013 was classified as "Special Mention," "Substandard," "Doubtful," "Loss," "Classified," "Criticized," "Credit Risk Assets," "Concerned Loans," "Watch List" or words of similar import by Company, Company Bank or any bank examiner, together with the principal amount of and accrued and unpaid interest on each such Loan and the identity of the borrower thereunder and (y) each asset of Company or any of its Subsidiaries that as of November 30, 2013 was classified as other real estate owned ("OREO") and the book value thereof as of the date of this Agreement. Set forth in Disclosure Schedule Section 3.23(b) is a true and correct copy of Company Bank's Policy Exception Report as of November 30, 2013.

(c) Each Loan held in Company Bank's loan portfolio ("Company Loan") (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 secured, has been secured by valid Liens which have been perfected and (iii) to Company's and Company Bank's Knowledge, is a legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject

to bankruptcy, insolvency, fraudulent conveyance and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(d) All currently outstanding Company Loans were solicited, originated and, currently exist in material compliance with all applicable requirements of Law and Company Bank's lending policies at the time of origination of such Company Loans, and the loan documents with respect to each such Company Loan are complete and correct. There are no oral modifications or amendments or additional agreements related to the Company Loans that are not reflected in the written records of Company Bank. All such Company Loans are owned by Company Bank free and clear of any Liens. No claims of defense as to the enforcement of any Company Loan have been asserted in writing against Company Bank for which there is a reasonable possibility of an adverse determination, and neither Company nor Company Bank has any Knowledge of any acts or omissions which would give rise to any claim or right of rescission, set-off, counterclaim or defense for which there is a reasonable possibility of an adverse determination to Company Bank. Except as set forth in Disclosure Schedule Section 3.23(d), none of the Company Loans are presently serviced by third parties, and there is no obligation which could result in any Company Loan becoming subject to any third party servicing.

(e) Neither Company nor any of its Subsidiaries is a party to any agreement or arrangement with (or otherwise obligated to) any Person which obligates Company or any of its Subsidiaries to repurchase from any such Person any Loan or other asset of Company or any of its Subsidiaries, unless there is a material breach of a representation or covenant by Company or any of its Subsidiaries.

Section 3.24 Allowance for Loan and Lease Losses. Company's allowance for loan and lease losses as reflected in each of (i) the latest balance sheet included in the Audited Financial Statements and (ii) in the balance sheet as of November 30, 2013 included in the Unaudited Financial Statements, were, in the opinion of management, as of each of the dates thereof, in compliance with Company's and Company Bank's existing methodology for determining the adequacy of its allowance for loan and lease losses as well as the standards established by applicable Governmental Authority, the Financial Accounting Standards Board and GAAP.

Section 3.25 Trust Business; Administration of Fiduciary Accounts. Company and each of its Subsidiaries has properly administered all accounts for which it acts as a fiduciary, including, but not limited to, accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable laws and regulations. Neither Company nor Company Bank, nor to Company's or Company Bank's Knowledge, any of their respective directors, officers or employees, committed any breach of trust with respect to any fiduciary account and the records for each such fiduciary account are true and correct and accurately reflect the assets of such fiduciary account.

Section 3.26 Investment Management and Related Activities. Except as set forth on Disclosure Schedule Section 3.26, none of Company, any Subsidiary or any of their respective directors, officers or employees is required to be registered, licensed or authorized under the

Laws issued by any Governmental Authority as an investment adviser, a broker or dealer, an insurance agency or company, a commodity trading adviser, a commodity pool operator, a futures commission merchant, an introducing broker, a registered representative or associated person, investment adviser, representative or solicitor, a counseling officer, an insurance agent, a sales person or in any similar capacity with a Governmental Authority.

Section 3.27 Repurchase Agreements. With respect to all agreements pursuant to which Company or any of its Subsidiaries has purchased securities subject to an agreement to resell, if any, Company or any of its Subsidiaries, as the case may be, has a valid, perfected first lien or security interest in the government securities or other collateral securing the repurchase agreement, and the value of such collateral equals or exceeds the amount of the debt secured thereby.

Section 3.28 Deposit Insurance. The deposits of Company Bank are insured by the FDIC in accordance with the Federal Deposit Insurance Act ("FDIA") to the full extent permitted by Law, and Company Bank has paid all premiums and assessments and filed all reports required by the FDIA. No proceedings for the revocation or termination of such deposit insurance are pending or, to Company's and Company Bank's Knowledge, threatened.

Section 3.29 CRA, Anti-money Laundering and Customer Information Security. Neither Company nor any of its Subsidiaries is a party to any agreement with any individual or group regarding Community Reinvestment Act matters and neither Company nor any of its Subsidiaries is aware of or has Knowledge (because of Company Bank's Home Mortgage Disclosure Act data for the year ended December 31, 2013, filed with the FDIC, or otherwise), that any facts or circumstances exist, which would cause Company Bank: (i) to be deemed not to be in satisfactory compliance with the Community Reinvestment Act, and the regulations promulgated thereunder, or to be assigned a rating for Community Reinvestment Act purposes by federal or state bank regulators of lower than "satisfactory"; or (ii) to be deemed to be operating in violation of the Bank Secrecy Act and its implementing regulations (31 C.F.R. Part 103), the USA PATRIOT Act, any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control, or any other applicable anti-money laundering statute, rule or regulation; or (iii) to be deemed not to be in satisfactory compliance with the applicable privacy of customer information requirements contained in any federal and state privacy laws and regulations, including, without limitation, in Title V of the Gramm-Leach-Bliley Act of 1999 and regulations promulgated thereunder, as well as the provisions of the information security program adopted by Company Bank pursuant to 12 C.F.R. Part 364. Furthermore, the board of directors of Company Bank has adopted and Company Bank has implemented an anti-money laundering program that contains adequate and appropriate customer identification verification procedures that has not been deemed ineffective by any Governmental Authority and that meets the requirements of Sections 352 and 326 of the USA PATRIOT Act.

Section 3.30 Transactions with Affiliates. Except as set forth in Disclosure Schedule Section 3.30, there are no outstanding amounts payable to or receivable from, or advances by Company or any of its Subsidiaries to, and neither Company nor any of its Subsidiaries is otherwise a creditor or debtor to, any director, Executive Officer, five percent (5%) or greater shareholder or other Affiliate of Company or any of its Subsidiaries, or to Company's or

Company Bank's Knowledge, any person, corporation or enterprise controlling, controlled by or under common control with any of the foregoing, other than part of the normal and customary terms of such persons' employment or service as a director with Company or any of its Subsidiaries and other than deposits held by Company Bank in the Ordinary Course of Business. Except as set forth in Disclosure Schedule Section 3.30, neither Company nor any of its Subsidiaries is a party to any transaction or agreement with any of its respective directors, Executive Officers or other Affiliates. All agreements between Company or any of the Company's Subsidiaries and any of their respective Affiliates comply, to the extent applicable, with Regulation W of the FRB.

Section 3.31 Tangible Properties and Assets.

(a) Disclosure Schedule Section 3.31 sets forth a true, correct and complete list of all real property owned by Company and each of its Subsidiaries. Except as set forth in Disclosure Schedule Section 3.31, and except for properties and assets disposed of in the Ordinary Course of Business or as permitted by this Agreement, Company or its Subsidiaries has good, valid and marketable title to, valid leasehold interests in or otherwise legally enforceable rights to use all of the real property, personal property and other assets (tangible or intangible), used, occupied and operated or held for use by it in connection with its business as presently conducted in each case, free and clear of any Lien, except for statutory Liens for amounts not yet delinquent.

(b) Disclosure Schedule Section 3.31 sets forth a true, correct and complete schedule of all leases, subleases, licenses and other agreements under which Company or any of its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, real property (the "Leases"). Each of the Leases is valid, binding and in full force and effect and neither Company nor any of its Subsidiaries has received a written notice of, and otherwise has no Knowledge of any, default or termination with respect to any Lease. There has not occurred any event and no condition exists that would constitute a termination event or a material breach by Company or any of its Subsidiaries of, or material default by Company or any of its Subsidiaries in, the performance of any covenant, agreement or condition contained in any Lease. To Company's and Company Bank's Knowledge, no lessor under a Lease is in material breach or default in the performance of any material covenant, agreement or condition contained in such Lease. Except as set forth on Disclosure Schedule Section 3.31, there is no pending or, to Company's Knowledge, threatened legal, administrative, arbitral or other proceeding, claim, action or governmental or regulatory investigation of any nature with respect to the real property that Company or any of its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, including without limitation a pending or threatened taking of any of such real property by eminent domain. Company and each of its Subsidiaries have paid all rents and other charges to the extent due under the Leases.

(c) All buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing and other building systems, environmental control, remediation and abatement systems, sewer, storm and waste water systems, irrigation and other water distribution systems, parking facilities, fire protection, security and surveillance systems, and telecommunications, computer, wiring and cable installations, included in the owned real property or the subject of the Leases are in good

condition and repair (normal wear and tear excepted) and sufficient for the operation of the business of Company and its Subsidiaries.

Section 3.32 Intellectual Property. Disclosure Schedule Section 3.32 sets forth a true, complete and correct list of all Company Intellectual Property. Company or its Subsidiaries owns or has a valid license to use all Company Intellectual Property, free and clear of all Liens, royalty or other payment obligations (except for royalties or payments with respect to off-the-shelf Software at standard commercial rates). The Company Intellectual Property constitutes all of the Intellectual Property necessary to carry on the business of Company and its Subsidiaries as currently conducted. The Company Intellectual Property is valid and enforceable and has not been cancelled, forfeited, expired or abandoned, and neither Company nor any of its Subsidiaries has received notice challenging the validity or enforceability of Company Intellectual Property. The conduct of the business of Company or any of its Subsidiaries does not violate, misappropriate or infringe upon the intellectual property rights of any third party. The consummation of the transactions contemplated hereby will not result in the loss or impairment of the right of Company or any of its Subsidiaries to own or use any of Company Intellectual Property.

Section 3.33 Insurance.

(a) Disclosure Schedule Section 3.33 identifies all of the material insurance policies, binders, or bonds currently maintained by Company and its Subsidiaries (the "Insurance Policies"), including the insurer, policy numbers, amount of coverage, effective and termination dates and any pending claims thereunder involving more than $10,000. Company and each of its Subsidiaries is insured with reputable insurers against such risks and in such amounts as the management of Company and Company Bank reasonably have determined to be prudent in accordance with industry practices. All the Insurance Policies are in full force and effect, neither Company nor any Subsidiary has received notice of cancellation of any of the Insurance Policies or is otherwise aware that any insurer under any of the Insurance Policies has expressed an intent to cancel any such Insurance Policies, and neither Company nor any of its Subsidiaries is in default thereunder and all claims thereunder have been filed in due and timely fashion.

(b) Disclosure Schedule Section 3.33 sets forth a true, correct and complete description of all bank owned life insurance ("BOLI") owned by Company or its Subsidiaries, including the value of its BOLI as of the end of the month prior to the date hereof. The value of such BOLI is and has been fairly and accurately reflected in the most recent balance sheet included in the Financial Statements in accordance with GAAP. All BOLI is owned solely by Company Bank, no other Person has any ownership claims with respect to such BOLI or proceeds of insurance derived therefrom and there is no split dollar or similar benefit under Company's BOLI. Neither Company nor any of Company's Subsidiaries has any outstanding borrowings secured in whole or part by its BOLI.

Section 3.34 Antitakeover Provisions. No "control share acquisition," "business combination moratorium," "fair price" or other form of antitakeover statute or regulation is applicable to this Agreement and the transactions contemplated hereby.

Section 3.35 Company Information. The information relating to Company and its Subsidiaries that is provided by Company or its representatives for inclusion in the Proxy Statement- Prospectus and the Registration Statement, or in any Regulatory Approval or other application, notification or document filed with any other Governmental Authority in connection with the merger transactions, will not (with respect to the Proxy Statement-Prospectus, as of the date the Proxy Statement-Prospectus is first mailed to Company's shareholders, and with respect to the Registration Statement, as of the time the Registration Statement or any amendment or supplement thereto is declared effective under the Securities Act) 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 portions of the Proxy Statement-Prospectus relating to Company and Company's Subsidiaries and other portions thereof within the reasonable control of Company and its Subsidiaries will comply in all material respects with the provisions of the Exchange Act, and the rules and regulations thereunder.

Section 3.36 Transaction Costs. Disclosure Schedule Section 3.36 sets forth attorneys' fees, investment banking fees, accounting fees and other costs or fees of Company and its Subsidiaries that, based upon reasonable inquiry, are expected to be paid or accrued through the Closing Date in connection with the merger transaction contemplated by this Agreement.

Section 3.37 Disclosure. The representations and warranties contained in this ARTICLE III, when considered as a whole and with the Disclosure Schedules, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this ARTICLE III not misleading.

Section 3.38 No Knowledge of Breach. Neither Company nor any of its Subsidiaries has any Knowledge of any facts or circumstances that would result in Buyer or Buyer Bank being in breach on the date of execution of this Agreement of any representations and warranties of Buyer or Buyer Bank set forth in ARTICLE IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER AND BUYER BANK

Section 4.01 Making of Representations and Warranties. Buyer and Buyer Bank hereby represent and warrant, jointly and severally, to Company that the statements contained in this ARTICLE IV are correct as of the date of this Agreement and will be correct as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this ARTICLE IV), except as to any representation or warranty which specifically relates to an earlier date, which only need be correct as of such earlier date.

Section 4.02 Organization, Standing and Authority. Buyer is an Arkansas corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas, and is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended. True, complete and correct copies of the Articles of Incorporation, as amended (the "Buyer Articles") and Bylaws of Buyer, as amended (the "Buyer Bylaws"), as in effect as of the date of this Agreement, have previously been made available to Company. Buyer has full corporate power and authority to carry on its business as now conducted. Buyer is duly

licensed or qualified to do business in the State of Arkansas and foreign jurisdictions where its ownership or leasing of property or the conduct of its business requires such qualification. Buyer Bank is an Arkansas state banking corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas. Buyer Bank is duly licensed or qualified to do business in the State of Arkansas and foreign jurisdictions where its ownership or leasing of property or the conduct of its business requires such qualification.

Section 4.03 Capital Stock. The authorized capital stock of Buyer consists solely of (a) 1,000,000 shares of preferred stock, $.01 par value per share, of which, as of December 31, 2013 no shares were outstanding and (b) 50,000,000 shares of Buyer Common Stock, of which, as of December 31, 2013, (i) 36,855,852 shares were outstanding, (ii) no shares were held by Buyer's Subsidiaries, and (iii) 883,300 shares were reserved for future issuance pursuant to outstanding options granted under the Buyer Benefit Plans. The outstanding shares of Buyer Common Stock have been duly authorized and validly issued and are fully paid and non-assessable and have not been issued in violation of nor are they subject to preemptive rights of any Buyer shareholder. The shares of Buyer Common Stock to be issued pursuant to this Agreement, when issued in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and will not be subject to preemptive rights.

Section 4.04 Corporate Power. Buyer and Buyer Bank have the corporate power and authority to carry on their business as it is now being conducted and to own all their properties and assets; and each of Buyer and Buyer Bank has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, subject to receipt of all necessary approvals of Governmental Authorities.

Section 4.05 Corporate Authority. This Agreement and the transactions contemplated hereby have been authorized by all necessary corporate action of Buyer and Buyer Bank on or prior to the date hereof. No vote of the shareholders of Buyer is required by Law, the Buyer Articles, the Buyer Bylaws or otherwise to approve this Agreement and the transactions contemplated hereby. Buyer and Buyer Bank have duly executed and delivered this Agreement and, assuming due authorization, execution and delivery by Company and Company Bank, this Agreement is a valid and legally binding obligation of Buyer and Buyer Bank, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

Section 4.06 SEC Documents; Other Reports.

(a) Buyer has filed all required reports, forms, schedules, registration statements and other documents with the SEC that it has been required to file since December 31, 2010 (the "Buyer Reports"), and has paid all fees and assessments due and payable in connection therewith. As of their respective dates of filing with the SEC (or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of such subsequent filing), the Buyer Reports complied as to form in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Buyer Reports, and none of the Buyer Reports when filed with the SEC, or if amended prior to the date hereof, as of the date of such amendment, contained any untrue

statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no outstanding comments from or unresolved issues raised by the SEC, as applicable, with respect to any of the Buyer Reports.

(b) Buyer and each of its Subsidiaries have timely filed all reports, schedules, forms, registrations, statements and other documents, together with any amendments required to be made with respect thereto, that they were required to file since December 31, 2010 with any Governmental Authority (other than Buyer Reports) and have paid all fees and assessments due and payable in connection therewith. Except for normal examinations conducted by a Governmental Authority in the regular course of the business of Buyer and its Subsidiaries, no Governmental Authority has notified Buyer that it has initiated any proceeding or, to the Knowledge of Buyer, threatened an investigation into the business or operations of Buyer or any of its Subsidiaries since December 31, 2010 which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Buyer. There is no material unresolved violation or exception by any Governmental Authority with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by any such Governmental Authority of, Buyer or any of its Subsidiaries which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Buyer.

Section 4.07 Financial Statements. The consolidated financial statements of Buyer (including any related notes and schedules thereto) included in the Buyer Reports complied as to form, as of their respective dates of filing with the SEC (or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of such subsequent filing), in all material respects, with all applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto (except, in the case of unaudited statements, as permitted by the rules of the SEC), have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be disclosed therein), and fairly present, in all material respects, the consolidated financial position of Buyer and its Subsidiaries and the consolidated results of operations, changes in shareholders' equity and cash flows of such companies as of the dates and for the periods shown.

Section 4.08 Regulatory Approvals; No Defaults.

(a) No consents or approvals of, or waivers by, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by Buyer or any of its Subsidiaries or affiliates in connection with the execution, delivery or performance by Buyer of this Agreement, or to consummate the transactions contemplated by this Agreement, except for (i) filings of applications or notices with, and consents, approvals or waivers by, the FRB, the FDIC and the Arkansas State Bank Department; (ii) the filing and effectiveness of the Registration Statement with the SEC; (iii) the approval of the listing on Nasdaq of the Buyer Common Stock to be issued in the Merger; (iv) the filing of the Articles of Bank Merger with the Arkansas State Bank Department; and (v) the filing of the Articles of Merger with the Arkansas Secretary of State. As of the date hereof, neither Buyer nor Buyer Bank is aware of any reason why the approvals set forth above and referred to in Section 6.01(b) will not be received in a timely manner.

(b) Subject to receipt, or the making, of the consents, approvals, waivers and filings referred to in Section 4.08(a) and expiration of the related waiting periods, the execution, delivery and performance of this Agreement by Buyer, and the consummation of the transactions contemplated hereby do not and will not (i) constitute a breach or violation of, or a default under, the articles of incorporation or bylaws (or similar governing documents) of Buyer or Buyer Bank, (ii) violate any statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Buyer or any of its Subsidiaries, or any of their respective properties or assets or (iii) 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 its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, contract, agreement or other instrument or obligation to which Buyer or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected.

Section 4.09 Proxy Statement-Prospectus Information; Registration Statement. As of the date of the Proxy Statement-Prospectus and the date of the Company Meeting to which such Proxy Statement-Prospectus relates, none of the information supplied or to be supplied by Buyer for inclusion or incorporation by reference in the Proxy Statement-Prospectus and the registration statement on Form S-4 (the "Registration Statement") prepared pursuant to the Securities Act and the regulations thereunder, will 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 under which they were made, not misleading; *provided, however*, that any information contained in any Buyer Report as of a later date shall be deemed to modify information as of an earlier date.

Section 4.10 Absence of Certain Changes or Events. Except as reflected or disclosed in the Buyer Annual Report on Form 10-K for the year ended December 31, 2012 or in the Buyer Reports since December 31, 2012, as filed with the SEC, there has been no change or development with respect to Buyer and its assets and business or combination of such changes or developments which, individually or in the aggregate, has had or is reasonably likely to have a Material Adverse Effect with respect to Buyer or its Subsidiaries.

Section 4.11 Compliance with Laws. Buyer and each of its Subsidiaries is and since December 31, 2010 has been in compliance in all material respects with all applicable federal, state, local and foreign Laws, rules, judgments, orders or decrees applicable thereto or to the employees conducting such businesses, including, without limitation, Laws related to data protection or privacy, the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and any other Law relating to discriminatory lending, financing or leasing practices, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act and the Dodd-Frank Act, except where the failure to be in such compliance would not have a Material Adverse Effect with respect to Buyer.

Section 4.12 Brokers. None of Buyer, Buyer Bank or any of their officers or directors has employed any broker or finder or incurred any liability for any broker's fees, commissions or

finder's fees in connection with any of the transactions contemplated by this Agreement, for which Company will be liable or have any obligation with respect thereto.

Section 4.13 Tax Matters. Buyer and each of its Subsidiaries have filed all material Tax Returns that they were required to file under applicable Laws and regulations, other than Tax Returns that are not yet due or for which a request for extension was filed consistent with requirements of applicable Law or regulation. All such Tax Returns were correct and complete in all material respects and have been prepared in substantial compliance with all applicable Laws. All material Taxes due and owing by Buyer or any of its Subsidiaries (whether or not shown on any Tax Return) have been paid other than Taxes that have been reserved or accrued on the balance sheet of Buyer and which Buyer is contesting in good faith. Neither Buyer nor any of its Subsidiaries currently has any open tax years prior to 2010. Since December 31, 2010, no claim has been made by an authority in a jurisdiction where Buyer does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

Section 4.14 Regulatory Capitalization. Buyer Bank is, and will be upon consummation of the transactions contemplated by this Agreement, "well-capitalized," as such term is defined in the rules and regulations promulgated by the FDIC. Buyer is, and will be upon consummation of the transactions contemplated by this Agreement, "well-capitalized" as such term is defined in the rules and regulations promulgated by the FRB.

Section 4.15 No Financing. Buyer has and will have as of the Effective Time, without having to resort to external sources, sufficient capital to effect the transactions contemplated by this Agreement.

ARTICLE V

COVENANTS

Section 5.01 Covenants of Company. During the period from the date of this Agreement (except where a different commencement date for the observance or performance of a covenant is specifically referenced in this Section 5.01) and continuing until the Effective Time, except as expressly contemplated or permitted by this Agreement or with the prior written consent of Buyer (which prior written consent, in each instance set forth in Section 5.01(q), Section 5.01(r) and Section 5.01(s), where Buyer's prior written consent is required, shall not be unreasonably withheld, conditioned or delayed; *provided*, if Buyer has not responded to Company's request for consent within four (4) Business Days of receipt of such request in the case of Section 5.01(q), Section 5.01(r) and Section 5.01(s), such request for consent shall be deemed to have been approved by Buyer; *provided further*, that for purposes of requesting and giving consent under Section 5.01(q), Section 5.01(r) and Section 5.01(s), Company's and Company Bank's representative shall be Company's Chief Executive Officer, or such other person or persons designated in writing by such Chief Executive Officer, and Buyer's representative shall be Buyer's Director of Mergers and Acquisitions, or such other person or persons designated in writing by such Director of Mergers and Acquisitions), the Company and Company Bank shall use commercially reasonable efforts to cause its representations and warranties to be correct at all times and Company shall carry on its business, including the business of each of its Subsidiaries, only in the Ordinary Course of Business and consistent with

prudent banking practice, and in compliance in all material respects with all applicable Laws. Without limiting the generality of the foregoing, Company and each of its Subsidiaries shall, in respect of loan loss provisioning, securities, portfolio management, compensation and other expense management and other operations which might impact Company's equity capital, operate only in the Ordinary Course of Business and, where specifically required in this Section 5.01, only with Buyer's approval or mutual agreement. Company and Company Bank will use commercially reasonable efforts to (i) preserve its business organization intact, (ii) keep available to itself and Buyer the present services of the current officers and employees of Company and its Subsidiaries, (iii) preserve for itself and Buyer the goodwill of the customers of Company Bank and others with whom business relationships exist, and (iv) use its commercially reasonable efforts to continue diligent collection efforts with respect to any delinquent loans and, to the extent within its control, not allow any material increase in delinquent loans. Without further limiting the generality of the foregoing provisions in this Section 5.01, and except as set forth in the Disclosure Schedule or as otherwise expressly contemplated or permitted by this Agreement or consented to in writing by Buyer, neither Company nor any of its Subsidiaries shall, subsequent to the date of this Agreement:

(a) Stock. (i) Except as set forth in Disclosure Schedule Section 5.01(a), issue, sell, grant, or otherwise permit to become outstanding, or authorize the creation of, any additional shares of its stock, any Rights, any award or grant under the Company Stock Plan, or any other securities (including units of beneficial ownership interest in any partnership or limited liability company), or enter into any agreement with respect to the foregoing, (ii) except as expressly permitted by this Agreement, accelerate the vesting of any existing Rights, or (iii) except as expressly permitted by this Agreement, change (or establish a record date for changing) the number of, or provide for the exchange of, shares of its stock, any securities (including units of beneficial ownership interest in any partnership or limited liability company) convertible into or exchangeable for any additional shares of stock, any Rights issued and outstanding prior to the Effective Time as a result of a stock split, stock dividend, recapitalization, reclassification, or similar transaction with respect to its outstanding stock or any other such securities.

(b) Dividends; Other Distributions. After December 18, 2013, declare, set aside or pay any dividends on or make other distributions (whether in cash or otherwise) in respect of any of its capital stock, except for payment of the dividend the record date for which was December 18, 2013.

(c) Compensation; Employment Agreements, Etc. Enter into or amend or renew any employment, consulting, compensatory, severance or similar agreements or arrangements with any director, officer or employee of Company or any of its Subsidiaries, or grant any salary, wage or fee increase or increase any employee benefit or pay any incentive or bonus payments, except (i) normal increases in compensation to employees in the Ordinary Course of Business and pursuant to policies currently in effect, *provided that,* such increases shall not result in an annual adjustment in base compensation (which includes base salary and any other compensation other than bonus payments) of more than 4% for any individual or 3% in the aggregate for all employees of Company or any of its Subsidiaries other than as disclosed on Disclosure Schedule Section 5.01(c), (ii) as may be required by Law, (iii) to satisfy contractual obligations existing or contemplated as of the date hereof, as previously disclosed to Buyer and set forth on Disclosure Schedule Section 5.01(c), and (iv) bonus payments in the Ordinary Course of Business and

pursuant to policies currently in effect, *provided that*, such payments shall not exceed the aggregate amount set forth on Disclosure Schedule Section 5.01(c) and shall not be paid to any individual for whom such payment would be an "excess parachute payment" as defined in Section 280G of the Code.

(d) Hiring; Promotions. (i) Hire any person as an employee of Company or any of its Subsidiaries, except for at-will employees at an annual rate of salary not to exceed $50,000 to fill vacancies that may arise from time to time in the Ordinary Course of Business, or (ii) promote any employee, except to satisfy contractual obligations existing as of the date hereof and set forth on Disclosure Schedule Section 5.01(d), if any (provided that any requisite consent of Buyer will not be unreasonably withheld or delayed).

(e) Benefit Plans. Enter into, establish, adopt, amend, modify or terminate (except (i) as may be required by or to make consistent with applicable Law, subject to the provision of prior written notice to and consultation with respect thereto with Buyer, (ii) to satisfy contractual obligations existing as of the date hereof and set forth on Disclosure Schedule Section 5.01(e), (iii) as previously disclosed to Buyer and set forth on Disclosure Schedule Section 5.01(e), or (iv) as may be required pursuant to the terms of this Agreement) any Company Benefit Plan or other pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any current or former director, officer or employee of Company or any of its Subsidiaries.

(f) Transactions with Affiliates. Except pursuant to agreements or arrangements in effect on the date hereof and set forth on Disclosure Schedule Section 5.01(f), pay, loan or advance any amount to, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible) to, or enter into any agreement or arrangement with, any of its officers or directors or any of their immediate family members or any Affiliates or associates (as such terms are defined under the Exchange Act) of any of its officers or directors other than compensation or business expense reimbursement in the Ordinary Course of Business.

(g) Dispositions. Except in the Ordinary Course of Business, sell, transfer, mortgage, pledge, encumber or otherwise dispose of or discontinue any of its assets, deposits, business or properties or cancel or release any indebtedness owed to Company or any of its Subsidiaries.

(h) Acquisitions. Acquire (other than by way of foreclosures or acquisitions of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the Ordinary Course of Business) all or any portion of the assets, business, deposits or properties of any other entity, except for purchases specifically approved by Buyer pursuant to any other applicable paragraph of this Section 5.01.

(i) Capital Expenditures. Except as set forth on Disclosure Schedule Section 5.01(i), make any capital expenditures in amounts exceeding $25,000 individually, or $50,000 in the aggregate.

(j) Governing Documents. Amend Company's Articles of Incorporation or Bylaws or any equivalent documents of Company's Subsidiaries.

(k) Accounting Methods. Implement or adopt any change in its accounting principles, practices or methods, other than as may be required by applicable Laws or GAAP.

(l) Contracts. Except as set forth on Disclosure Schedule Section 5.01(l), enter into, amend, modify or terminate any Material Contract, Lease or Insurance Policy, except for any amendments, modifications or terminations requested by Buyer.

(m) Claims. Other than settlement of foreclosure actions in the Ordinary Course of Business, enter into any settlement or similar agreement with respect to any action, suit, proceeding, order or investigation to which Company or any of its Subsidiaries is or becomes a party after the date of this Agreement, which settlement or agreement involves payment by Company or any of its Subsidiaries of an amount which exceeds $10,000 individually or $50,000 in the aggregate and/or would impose any material restriction on the business of Company or any of its Subsidiaries.

(n) Banking Operations. Enter into any new material line of business; change in any material respect its lending, investment, underwriting, risk and asset liability management and other banking and operating policies, except as required by applicable Law, regulation or policies imposed by any Governmental Authority; or file any application or make any contract or commitment with respect to branching or site location or branching or site relocation.

(o) Derivative Transactions. Enter into any Derivative Transaction.

(p) Indebtedness. Incur, modify, extend or renegotiate any indebtedness for borrowed money or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person (other than creation of deposit liabilities, purchases of federal funds and sales of certificates of deposit, which are in each case in the Ordinary Course of Business) (provided that any requisite consent of Buyer will not be unreasonably withheld or delayed).

(q) Investment Securities. Acquire (other than (i) by way of foreclosures or acquisitions in a bona fide fiduciary capacity or (ii) in satisfaction of debts previously contracted in good faith), sell or otherwise dispose of any debt security or equity investment or any certificates of deposits issued by other banks, unless such acquisition, sale or disposal is mutually agreed in writing by Company and Buyer (provided that any such agreement of Buyer will not be unreasonably withheld or delayed), nor classify any security now held in or subsequently purchased for Company Bank's investment portfolio as other than "available for sale," as that term is used in ASC 320.

(r) Deposits. Make any changes to deposit pricing (other than immaterial changes on an individual customer basis, consistent with past practices) that are not consented to in writing by Buyer (provided that any requisite consent of Buyer will not be unreasonably withheld or delayed).

(s) Loans. Except for loans or extensions of credit approved and/or committed as of the date hereof that are listed on Disclosure Schedule Section 5.01(s), make, renew, renegotiate, increase, extend or modify any (i) unsecured loan, (ii) loan secured by other than a first lien, (iii) loan in excess of FFIEC regulatory guidelines relating to loan to value ratios, (iv) secured loan over $100,000, (v) loan with a duration of more than sixty months, or (vi) loan, whether secured or unsecured, if the amount of such loan, together with any other outstanding loans (without regard to whether such other loans have been advanced or remain to be advanced), would result in the aggregate outstanding loans to any borrower of Company or any of its Subsidiaries (without regard to whether such other loans have been advanced or remain to be advanced) to exceed $250,000, unless any such loan or extension of credit described in (i) through (vi) above has been expressly consented to in writing by Buyer (which consent will not be unreasonably withheld or delayed). The limits set forth in (i) through (vi) of this Section 5.01(s) may be increased upon mutual agreement of the parties, provided such adjustments shall be memorialized in writing by all parties thereto.

(t) Investments or Developments in Real Estate. Make any investment or commitment to invest in real estate or in any real estate development project other than by way of foreclosure or deed in lieu thereof or make any investment or commitment to develop, or otherwise take any actions to develop any real estate owned by Company or its Subsidiaries.

(u) Taxes. Except as required by applicable law:

(i) Make or change any material Tax election, file any material amended Tax Return, enter into any material closing agreement, settle or compromise any material liability with respect to Taxes, agree to any material adjustment of any Tax attribute, file any claim for a material refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment, provided, that, for purposes of this subsection (u), "material" shall mean affecting or relating to $10,000 or more in taxes or $25,000 or more of taxable income.

(ii) Knowingly take any action that would prevent or impede the Merger and the Bank Merger, considered together as a single, integrated transaction, from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(v) Compliance with Agreements. Commit any act or omission which constitutes a material breach or default by Company or any of its Subsidiaries under any agreement with any Governmental Authority or under any Material Contract, Lease or other material agreement or material license to which Company or any of its Subsidiaries is a party or by which any of them or their respective properties are bound or under which any of them or their respective assets, business, or operations receives benefits.

(w) Environmental Assessments. Foreclose on or take a deed or title to any real estate other than single-family residential properties without first conducting an ASTM International ("ASTM") 1527-05 Phase I Environmental Site Assessment (or any applicable successor standard) of the property that satisfies the requirements of 40 C.F.R. Part 312 ("Phase I"), or

foreclose on or take a deed or title to any real estate other than single-family residential properties if such environmental assessment indicates the presence or likely presence of any Hazardous Substances under conditions that indicate an existing release, a past release, or a material threat of a release of any Hazardous Substances into structures on the property or into the ground, ground water, or surface water of the property.

(x) Adverse Actions. Take any action or fail to take, or adopt any resolutions of its board of directors in support of, any action that is intended or is reasonably likely to result in (i) any of its representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time at or prior to the Effective Time, (ii) any of the conditions to the Merger set forth in ARTICLE VI not being satisfied or (iii) a material violation of any provision of this Agreement, except, in each case, as may be required by applicable Law or regulation.

(y) Common Stock Purchase. Directly or indirectly repurchase, redeem or otherwise acquire any shares of its capital stock or any securities convertible into or exercisable for any shares of its capital stock.

(z) Facilities. Except as set forth on Disclosure Schedule Section 5.01(z) or as required by Law, make application for the opening, relocation or closing of any, or open, relocate or close any, branch office, loan production or servicing facility or automated banking facility, except for any change that may be requested by Buyer.

(aa) Commitments. Enter into any contract with respect to, or otherwise agree or commit to do, any of the foregoing.

Section 5.02 Covenants of Buyer.

(a) Affirmative Covenants. From the date hereof until the Effective Time, Buyer will carry on its business consistent with prudent banking practices and in compliance in all material respects with all applicable Laws.

(b) Negative Covenants. From the date hereof until the Effective Time, except as expressly contemplated or permitted by this Agreement, without the prior written consent of Company, Buyer will not, and will cause each of its Subsidiaries not to take any action or knowingly fail to take any action not contemplated by this Agreement that is intended or is reasonably likely to (i) prevent or impair Buyer's ability to consummate the Merger or the transactions contemplated by this Agreement, (ii) prevent the Merger and the Bank Merger, considered together as a single, integrated transaction, from qualifying as a reorganization within the meaning of Section 368(a) of the Code, or (iii) or agree to take, make any commitment to take, or adopt any resolutions of its board of directors in support of, any of the actions prohibited by this Section 5.02.

Section 5.03 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the parties to the Agreement agrees to use commercially reasonable efforts in good faith 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, so as to permit consummation of the transactions contemplated hereby as promptly as practicable, including the satisfaction of the

conditions set forth in ARTICLE VI hereof, and shall cooperate fully with the other parties hereto to that end. Without limiting the generality of the foregoing, Company will use its commercially reasonable efforts to cause (a) drafts of its audited consolidated financial statements as of and for the year ended December 31, 2013 to be provided to Buyer no later than February 17, 2014, (b) a draft copy of Company's Management's Discussion and Analysis of Financial Condition and Results of Operations of Management no later than February 17, 2014, and (c) a final copy of Company's Management's Discussion and Analysis of Financial Condition and Results of Operations of Management and its final audited financial statements, including the signed report of BKD, LLP thereon, to be provided to Buyer no later than February 17, 2014.

Section 5.04 Shareholder Approval. Company agrees to take, in accordance with applicable Law, the articles of incorporation and bylaws of Company, all action necessary to convene a special meeting of its shareholders to consider and vote upon the approval of this Agreement and any other matters required to be approved by Company's shareholders in order to permit consummation of the transactions contemplated hereby (including any adjournment or postponement, the "Company Meeting") and shall take all lawful action to solicit such approval by such shareholders. Company agrees to use commercially reasonable efforts to convene the Company Meeting within forty-five (45) days following the time when the Registration Statement becomes effective. Except with the prior approval of Buyer, no other matters shall be submitted for the approval of Company shareholders at the Company Meeting. Except to the extent provided otherwise in Section 5.09(b), the board of directors of Company shall at all times prior to and during the Company Meeting recommend approval of this Agreement by the shareholders of Company and shall not withhold, withdraw, amend, modify, change or qualify such recommendation in a manner adverse in any respect to the interests of Buyer or take any other action or make any other public statement inconsistent with such recommendation. In the event that there is present at such meeting, in person or by proxy, sufficient favorable voting power to secure the Requisite Company Shareholder Approval, Company will not adjourn or postpone the Company Meeting unless Company is advised by counsel that failure to do so would result in a breach of the fiduciary duties of Company's board of directors. Company shall keep Buyer updated with respect to the proxy solicitation results in connection with the Company Meeting as reasonably requested by Buyer.

Section 5.05 Registration Statement; Proxy Statement-Prospectus; Nasdaq Listing; Deposit of Aggregate Cash Consideration.

(a) Buyer and Company agree to cooperate in the preparation of the Registration Statement to be filed by Buyer with the SEC in connection with the issuance of the Buyer Common Stock in the Merger (including the Proxy Statement-Prospectus and all related documents). Each of Buyer and Company agree to use commercially reasonable efforts to cause the Registration Statement to be declared effective by the SEC as promptly as reasonably practicable after the filing thereof. Buyer also agrees to use commercially reasonable efforts to obtain any necessary state securities Law or "blue sky" permits and approvals required to carry out the transactions contemplated by this Agreement. Company agrees to cooperate with Buyer and Buyer's counsel and accountants in requesting and obtaining appropriate opinions, consents and letters from Company's independent auditors in connection with the Registration Statement and the Proxy Statement-Prospectus. After the Registration Statement is declared effective under

the Securities Act, Company, at its own expense, shall promptly mail or cause to be mailed the Proxy Statement-Prospectus to its shareholders.

(b) Buyer will advise Company, promptly after Buyer receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of Buyer Common Stock for offering or sale in any jurisdiction, of the initiation or threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Registration Statement or for additional information.

(c) The Proxy Statement-Prospectus and the Registration Statement shall comply as to form in all material respects with the applicable provisions of the Securities Act and the Exchange Act and the rules and regulations thereunder. Each party will notify the other party promptly upon the receipt of any comments (whether written or oral) from the SEC or its staff and of any request by the SEC or its staff or any government officials for amendments or supplements to the Registration Statement, the Proxy Statement-Prospectus, or for any other filing or for additional information and will supply the other party with copies of all correspondence between such party or any of its representatives, on the one hand, and the SEC, or its staff or any other government officials, on the other hand, with respect to the Registration Statement, the Proxy Statement-Prospectus, the Merger or any other filing. If at any time prior to the Company Meeting there shall occur any event that should be disclosed in an amendment or supplement to the Proxy Statement-Prospectus or the Registration Statement, Company and Buyer shall use their commercially reasonable efforts to promptly prepare, file with the SEC (if required under applicable Law) and mail to Company shareholders such amendment or supplement.

(d) Buyer will provide Company and its counsel with a reasonable opportunity to review and comment on the Registration Statement and the Proxy Statement-Prospectus, and all responses to requests for additional information by and replies to comments of the SEC prior to filing such with, or sending such to, the SEC, and Buyer will provide Company and its counsel with a copy of all such filings made with the SEC.

(e) Buyer agrees to use its commercially reasonable best efforts to cause the shares of Buyer Common Stock to be issued in connection with the Merger to be approved for listing on Nasdaq, subject to official notice of issuance, prior to the Effective Time.

(f) Buyer shall deposit with the Exchange Agent prior to the Closing Date the Aggregate Cash Consideration and the Aggregate Stock Consideration (rounded to the nearest number of whole shares) to be issued as part of the Merger Consideration, together with cash representing the value of any fractional shares of Buyer Common Stock to be delivered to Company shareholders, and if applicable, cash in an aggregate amount sufficient to make the appropriate payments to the holders of Dissenting Shares.

Section 5.06 Regulatory Filings; Consents.

(a) Each of Buyer and Company and their respective Subsidiaries shall cooperate and use their respective commercially reasonable efforts (i) to prepare all documentation (including

the Proxy Statement-Prospectus), to effect all filings, to obtain all permits, consents, approvals and authorizations of all third parties and Governmental Authorities necessary to consummate the transactions contemplated by this Agreement, including, without limitation, the Regulatory Approvals and all other consents and approvals of a Governmental Authority required to consummate the Merger in the manner contemplated herein, (ii) to comply with the terms and conditions of such permits, consents, approvals and authorizations and (iii) to cause the transactions contemplated by this Agreement to be consummated as expeditiously as practicable; provided, however, that in no event shall Buyer be required to agree to any prohibition, limitation, or other requirement which would prohibit or materially limit the ownership or operation by Company or any of its Subsidiaries, or by Buyer or any of its Subsidiaries, of all or any material portion of the business or assets of Company or any of its Subsidiaries or Buyer or its Subsidiaries, or compel Buyer or any of its Subsidiaries to dispose of all or any material portion of the business or assets of Company or any of its Subsidiaries or Buyer or any of its Subsidiaries or continue any portion of any Company Regulatory Agreement against Buyer after the Merger (together, the "Burdensome Conditions"). Buyer and Company will furnish each other and each other's counsel with all information concerning themselves, their Subsidiaries, directors, trustees, officers and shareholders and such other matters as may be necessary or advisable in connection with the Proxy Statement-Prospectus and any application, petition or any other statement or application made by or on behalf of Buyer or Company to any Governmental Authority in connection with the transactions contemplated by this Agreement. Each party hereto shall have the right to review and approve in advance all characterizations of the information relating to such party and any of its Subsidiaries that appear in any filing made in connection with the transactions contemplated by this Agreement with any Governmental Authority. In addition, Buyer and Company shall each furnish to the other for review a copy of each such filing made in connection with the transactions contemplated by this Agreement with any Governmental Authority prior to its filing.

(b) Company will notify Buyer promptly and shall promptly furnish Buyer with copies of notices or other communications received by Company or any of its Subsidiaries of (i) any communication from any Person alleging that the consent of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement (and the response thereto from Company, its Subsidiaries or its representatives), (ii) subject to applicable Laws and the instructions of any Governmental Authority, any communication from any Governmental Authority in connection with the transactions contemplated by this Agreement (and the response thereto from Company, its Subsidiaries or its representatives) and (iii) any legal actions threatened or commenced against or otherwise affecting Company or any of its Subsidiaries that are related to the merger transactions contemplated by this Agreement (and the response thereto from Company, its Subsidiaries or its representatives). With respect to any of the foregoing, Company will consult with Buyer and its representatives as often as practicable under the circumstances so as to permit Company and Buyer and their respective representatives to cooperate to take appropriate measures to avoid or mitigate any adverse consequences that may result from any of the foregoing.

(c) Buyer will notify Company promptly and shall promptly furnish Company with copies of notices or other communications received by Buyer or any of its Subsidiaries of (i) any communication from any Person alleging that the consent of such Person (or other Person) is or may be required in connection with the merger transaction contemplated by this Agreement (and

the response thereto from Buyer or its representatives), (ii) subject to applicable Laws and the instructions of any Governmental Authority, any communication from any Governmental Authority in connection with the transactions contemplated by this Agreement (and the response thereto from Buyer or its representatives), and (iii) any legal actions threatened or commenced against or otherwise affecting Buyer any of its Subsidiaries that are related to the transactions contemplated by this Agreement (and the response thereto from Buyer, its Subsidiaries or its representatives).

Section 5.07 Publicity. Buyer and Company shall consult with each other before issuing any press release with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such public statement without the prior consent of the other party, which shall not be unreasonably delayed or withheld; provided, however, that a party may, without the prior consent of the other party (but after such consultation, to the extent practicable in the circumstances), issue such press release or make such public statements as may upon the advice of counsel be required by Law. Without limiting the reach of the preceding sentence, Buyer and Company shall (i) cooperate to develop all public announcement materials; and (ii) make appropriate management available at presentations related to the transactions contemplated by this Agreement as reasonably requested by the other. In addition, Company and its Subsidiaries shall coordinate with Buyer regarding all communications with customers, suppliers, employees, shareholders, and the community in general related to the transactions contemplated hereby.

Section 5.08 Access; Information.

(a) Company agrees that upon reasonable notice and subject to applicable Laws relating to the exchange of information, Company shall afford Buyer and its officers, employees, counsel, accountants and other authorized representatives such access during normal business hours at any time and from time to time throughout the period prior to the Effective Time to Company's and Company's Subsidiaries' books, records (including, without limitation, Tax Returns and work papers of independent auditors), properties and personnel and to such other information relating to them as the Buyer may reasonably request and, during such period, shall from time to time furnish promptly to the Buyer all information concerning the business, properties and personnel of Company and its Subsidiaries as the Buyer may reasonably request.

(b) No investigation by Buyer or its representatives shall be deemed to modify or waive any representation, warranty, covenant or agreement of Company or Company Bank set forth in this Agreement, or the conditions to the respective obligations of Buyer and Company to consummate the transactions contemplated hereby.

Section 5.09 No Solicitation by Company; Superior Proposals.

(a) Company and its Subsidiaries shall immediately cease, and Company and its Subsidiaries shall cause each of their respective representatives to immediately cease, any discussions or negotiations with any parties conducted prior to the date hereof with respect to an Acquisition Proposal. After the execution and delivery of this Agreement, Company and its directors, executive officers and Subsidiaries shall not, and Company shall cause each of its and its Subsidiaries' representatives not to, directly or indirectly, (i) solicit, initiate or encourage any

inquiry with respect to, or the making of, any proposal that constitutes or could reasonably be expected to lead to an Acquisition Proposal, (ii) participate in any negotiations regarding an Acquisition Proposal with, or furnish any nonpublic information relating to an Acquisition Proposal to, any Person that has made or, to Company's Knowledge, has indicated without solicitation that it is considering making an Acquisition Proposal, or (iii) engage in discussions regarding an Acquisition Proposal with any Person that has made, or, to Company's Knowledge, without solicitation is considering making, an Acquisition Proposal, except to notify such Person of the existence of the provisions of this Section 5.09. Notwithstanding the foregoing, if at any time after the date hereof but before approval of this Agreement by Company's shareholders, (1) Company receives an unsolicited written Acquisition Proposal that the Company's board of directors believes in good faith to be bona fide, (2) such Acquisition Proposal was not the result of a violation of this Section 5.09, (3) the Company's board of directors determines in good faith (after receiving advice from outside counsel and its financial advisor) that such Acquisition Proposal constitutes or is reasonably likely to lead to a Superior Proposal and (4) Company's board of directors determines in good faith (after receiving advice from outside counsel) that the failure to take the actions referred to in clause (x) or (y) below would be reasonably likely to violate its fiduciary duties under applicable law, then Company may (and may authorize its representatives to) (x) furnish nonpublic information regarding Company to the person making such Acquisition Proposal (and its representatives) pursuant to a customary confidentiality agreement containing terms substantially similar to, and no less favorable to Company than, those contained in the confidentiality agreement with Buyer, and (y) participate in discussions and negotiations with the person making such Acquisition Proposal.

(b) The board of directors of Company shall not (i) withhold, withdraw, amend, modify, change or qualify (or publicly propose to withhold, withdraw, amend, modify, change or qualify), in a manner adverse in any respect to the interests of Buyer, its recommendation referred to in Section 5.04, or (ii) approve or recommend (or publicly propose to approve or recommend or announce its intention to approve, recommend or propose) any Acquisition Proposal (either (i) or (ii), an "Adverse Recommendation Change"). Company shall not, and its board of directors shall not allow Company to, and Company shall not allow any of its Subsidiaries to, enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement relating to any Acquisition Proposal. Notwithstanding the foregoing, at any time before obtaining approval of the Merger by Company's shareholders, Company's board of directors may, if Company's board of directors determines in good faith (after receiving advice from outside counsel) that the failure to do so would be reasonably likely to violate its fiduciary duties under applicable law, taking into account all adjustments to the terms of this Agreement that may be offered by Buyer under this Section 5.09(b), make an Adverse Recommendation Change; provided that Company may not make any Adverse Recommendation Change in response to an Acquisition Proposal unless (x) Company shall not have breached this Section 5.09 in any respect and (y):

(i) The Company's board of directors determines in good faith (after receiving advice from outside counsel and its financial advisor) that such Acquisition Proposal is a Superior Proposal and such Superior Proposal has been made and has not been withdrawn and continues to be a Superior Proposal after taking into account all adjustments to the terms of this Agreement that may be offered by Buyer under this Section 5.09(b);

(ii) Company has given Buyer at least four Business Days' prior written notice of its intention to take such action (which notice shall specify the material terms and conditions of any such Superior Proposal (including the identity of the party making such Superior Proposal) and has contemporaneously provided an unredacted copy of the relevant proposed transaction agreements with the person making such Superior Proposal; and

(iii) Before effecting such Adverse Recommendation Change, Company has negotiated, and has caused its representatives to negotiate, in good faith with Buyer during such notice period to the extent Buyer wishes to negotiate, to enable Buyer to revise the terms of this Agreement such that it would cause such Superior Proposal to no longer constitute a Superior Proposal.

In the event of any material change to the terms of such Superior Proposal, Company shall, in each case, be required to deliver to Buyer a new written notice, the notice period shall have recommenced and Company shall be required to comply with its obligations under this Section 5.09 with respect to such new written notice.

(c) In addition to the obligations of Company under Section 5.09(a) and Section 5.09(b), Company shall notify Buyer promptly (but in no event later than 24 hours) after receipt of any Acquisition Proposal, or any material modification of or material amendment to any Acquisition Proposal, or any request for nonpublic information relating to Company or any of its Subsidiaries or for access to the properties, books or records of Company or any Subsidiary by any person that informs the Company's board of directors or any Subsidiary that it is considering making, or has made, an Acquisition Proposal. Such notice to Buyer shall be made orally and in writing, and shall indicate the identity of the person making the Acquisition Proposal or intending to make or considering making an Acquisition Proposal or requesting nonpublic information or access to the books and records of Company or any Subsidiary, and the material terms of any such Acquisition Proposal or modification or amendment to an Acquisition Proposal. Company shall keep Buyer fully informed, on a current basis, of any material changes in the status and any material changes or modifications in the terms of any such Acquisition Proposal, indication or request. Company shall also promptly, and in any event within 24 hours, notify Buyer, orally and in writing, if it enters into discussions or negotiations concerning any Acquisition Proposal in accordance with Section 5.09(a).

(d) Nothing contained in this Agreement shall prohibit Company from informing any Person of the existence of the provisions contained in this Section 5.09.

(e) As used in this Section 5.09, "Acquisition Proposal" means any proposal for a merger or other business combination involving Company, Company Bank or any of their respective Subsidiaries or for the acquisition of a significant equity interest in Company, Company Bank or any of their respective Subsidiaries or for the acquisition of a significant portion of the assets or liabilities of Company, Company Bank or any of their respective Subsidiaries.

(f) As used in this Section 5.09, "Superior Proposal" means a bona fide, unsolicited Acquisition Proposal (i) that if consummated would result in a third party (or in the case of a

direct merger between such third party and Company or Company Bank, the shareholders of such third party) acquiring, directly or indirectly, more than 75% of the outstanding Company Common Stock or more than 75% of the assets of Company and its Subsidiaries, taken as a whole, for consideration consisting of cash and/or securities, (ii) that Company's board of directors determines in good faith, after consultation with its outside financial advisor and outside legal counsel, (A) is reasonably capable of being completed, taking into account all financial, legal, regulatory and other aspects of such proposal, including all conditions contained therein and the person making such takeover proposal, and (B) taking into account any changes to this Agreement proposed by Buyer in response to such takeover proposal, as contemplated by paragraph (c) of this Section 5.09, and all financial, legal, regulatory and other aspects of such takeover proposal, including all conditions contained therein and the person making such proposal, is more favorable to the shareholders of Company from a financial point of view than the Merger.

Section 5.10 Indemnification.

(a) For a period of six (6) years from and after the Effective Time, and in any event subject to the provisions of Section 5.10(b)(iv), Buyer shall indemnify, defend and hold harmless the present and former directors and officers of Company and Company Bank (the "Indemnified Parties"), against all costs or expenses (including reasonable attorney's fees), judgments, fines, losses, claims, damages, settlements or liabilities as incurred, in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (each a "Claim"), arising out of actions or omissions of such persons in the course of performing their duties for Company or Company Bank occurring at or before the Effective Time (including the transactions contemplated hereby), to the same extent as such persons have the right to be indemnified pursuant to the Articles of Incorporation and Bylaws of Company or Company Bank, in effect on the date of this Agreement, to the extent permitted by applicable Law.

(b) Any Indemnified Party wishing to claim indemnification under this Section 5.10 shall promptly notify Buyer upon learning of any Claim, provided that failure to so notify shall not affect the obligation of Buyer under this Section 5.10, unless, and only to the extent that, Buyer is actually and materially prejudiced in the defense of such Claim as a consequence. In the event of any such Claim (whether arising before or after the Effective Time), (i) Buyer shall have the right to assume the defense thereof and Buyer shall not be liable to such Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Parties in connection with the defense thereof, (ii) the Indemnified Parties will cooperate in the defense of any such matter, (iii) Buyer shall not be liable for any settlement effected without its prior written consent and (iv) Buyer shall have no obligation to indemnify any Indemnified Party if such indemnification would be in violation of any applicable federal or state banking Laws or regulations, or in the event that a federal or state banking agency or a court of competent jurisdiction shall determine that indemnification of an Indemnified Party in the manner contemplated hereby is prohibited by applicable Laws and regulations, whether or not related to banking Laws.

(c) For a period of six years following the Effective Time, Buyer will use its commercially reasonable efforts to provide director's and officer's liability insurance (herein, "D&O Insurance") that serves to reimburse the present and former officers and directors of

Company or its Subsidiaries (determined as of the Effective Time) with respect to claims against such directors and officers arising from facts or events occurring before the Effective Time (including the transactions contemplated hereby), which insurance will contain at least the same coverage and amounts, and contain terms and conditions no less advantageous to the Indemnified Party, as that coverage currently provided by Company; *provided* that if Buyer is unable to maintain or obtain the insurance called for by this Section 5.10, Buyer will provide as much comparable insurance as is reasonably available (subject to the limitations described below in this Section 5.10(c)); and *provided, further,* that officers and directors of Company or its Subsidiaries may be required to make application and provide customary representations and warranties to the carrier of the D&O Insurance for the purpose of obtaining such insurance. In no event shall Buyer be required to expend for such tail insurance a premium amount in excess of an amount equal to 200% of the annual premiums paid by the Company for D&O Insurance in effect as of the date of this Agreement (the "Maximum D&O Tail Premium"). If the cost of such tail insurance exceeds the Maximum D&O Tail Premium, Buyer shall obtain tail insurance coverage or a separate tail insurance policy with the greatest coverage available for a cost not exceeding the Maximum D&O Tail Premium.

(d) If Buyer or any of its successors and assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) shall transfer all or substantially all of its property and assets to any individual, corporation or other entity, then, in each such case, proper provision shall be made so that the successors and assigns of Buyer and its Subsidiaries shall assume the obligations set forth in this Section 5.10.

The provisions of this Section 5.10 are intended to be for the benefit of, and shall be enforceable by each Indemnified Party, and each Indemnified Party's heirs and personal and legal representatives.

Section 5.11 Employees; Benefit Plans.

(a) All Company Employees to whom Buyer in its sole discretion offers employment at or prior to the Effective Time shall be retained as "at will" employees after the Effective Time as employees of Buyer Bank so long as such Company Employees accept the terms and conditions of employment specified by Buyer; provided, that continued retention by Buyer Bank of such employees subsequent to the Effective Time shall be subject to Buyer Bank's normal and customary employment procedures and practices, including customary background screening and evaluation procedures, and satisfactory employment performance. In addition, Company and Company Bank agree, upon Buyer's reasonable request, to facilitate discussions between Buyer and Company Employees a reasonable time in advance of the Closing Date regarding employment, consulting or other arrangements to be effective prior to or following the Effective Time. Prior to the Effective Time, any interaction between Buyer and Company Employees shall be coordinated by Company or Company Bank.

(b) Company Employees (other than those listed on Disclosure Schedule Section 5.11 who are parties to an employment, change of control or other type of agreement which provides for severance) as of the date of the Agreement who remain employed by Company or any of its Subsidiaries as of the Effective Time and whose employment is terminated by Buyer or Buyer

Bank (absent termination for cause as determined by the employer) within one hundred eighty (180) days after the Effective Time shall receive severance pay in accordance with Buyer's standard policies (which may include a general release and waiver of all claims) equal to one (1) week of base weekly pay for each completed year of employment service commencing with any such employee's most recent hire date with Company or any of its Subsidiaries and ending with such employee's termination date with Buyer, with a minimum payment equal to two (2) weeks of base pay and a maximum payment equal to twelve (12) weeks of base pay. Subject to the terms of the severance agreement and general release, such severance payment will be made within thirty (30) days after such employee's termination date, subject to execution by such employee of any required general release and waiver of all claims. Such severance payments will be in lieu of any severance pay plans that may be in effect at Company or any of its Subsidiaries prior to the Effective Time. No officer or employee of Company or any of its Subsidiaries is, or shall be, entitled to receive duplicative severance payments and benefits under (i) an employment or severance agreement; (ii) a severance or change of control plan; (iii) this Section 5.11; or (iv) any other program or arrangement.

(c) Except as otherwise provided in this Agreement, not later than ten (10) Business Days prior to the Closing Date, Company shall take all action required to (i) cause any Company Benefit Plan that has liabilities in respect of its participants, to be fully funded to the extent necessary to pay out all required benefits, (ii) terminate all such plans effective as of Closing and (iii) commence the process to pay out any vested benefits thereunder to participating and eligible Company Employees in such form or forms as Company or Company Bank elects and as permitted or required under applicable Law. Distributions of benefits under any profit sharing plan of the Company or Company Bank shall occur in accordance with such plan's terms, and a participant in such plan will be allowed to take, at the participant's option: (x) a direct distribution from such plan, (y) a rollover to an Individual Retirement Account, or (z) a rollover to a tax qualified retirement plan of Buyer or Buyer Bank to the extent the plan sponsored by Buyer or Buyer Bank accepts rollover contributions, if such participant is employed by Buyer or Buyer Bank.

(d) Company Employees who are retained by Buyer or Buyer Bank shall be entitled to participate in Buyer Benefit Plans to the same extent as similarly-situated employees of Buyer or Buyer Bank (it being understood that inclusion of Company Employees in the Buyer Benefit Plans may occur at different times with respect to different plans). To the extent feasible under any of such plans, Company Employees shall be given credit for prior service or employment with Company or Company Bank and eligible for any increased benefits under such plans that would apply to such employees as if they had been eligible for such benefits as of the Effective Time, based on the length of service or employment with Company or Company Bank. With regard to insured Buyer Benefit Plans, applicable waiting periods may apply. Notwithstanding the foregoing, Buyer may amend or terminate any Buyer Benefit Plan at any time in its sole discretion.

(e) If employees of Company or any of its Subsidiaries become eligible to participate in a medical, dental or health plan of Buyer or Buyer Bank upon termination of such plan of Company or any of its Subsidiaries, Buyer shall use commercially reasonable efforts to cause each such plan to (i) waive any preexisting condition limitations to the extent such conditions are covered under the applicable medical, health or dental plans of Buyer or Buyer Bank, (ii) subject

to approval from Buyer's insurance carrier, provide full credit under such plans for any deductible, co-payment and out-of-pocket expenses incurred by the employees and their beneficiaries during the portion of the calendar year prior to such participation, and (iii) waive any waiting period limitation or evidence of insurability requirement which would otherwise be applicable to such employee on or after the Effective Time, in each case to the extent such employee had satisfied any similar limitation or requirement under an analogous plan prior to the Effective Time for the plan year in which the Effective Time occurs.

(f) Except to the extent otherwise expressly provided in this Section 5.11, Buyer shall honor, and Buyer shall be obligated to perform, all employment, severance, deferred compensation, retirement or "change-in-control" agreements, plans or policies of Company or Company Bank, but only if such obligations, rights, agreements, plans or policies are set forth in Disclosure Schedule Section 5.11. Buyer acknowledges that the consummation of the Merger and Bank Merger will constitute a "change-in-control" of Company and Company Bank for purposes of any benefit plans, agreements and arrangements of Company and Company and Company Bank. Nothing herein shall limit the ability of Buyer or Buyer Bank to amend or terminate any of the Company Benefit Plans or Buyer Benefit Plans in accordance with their terms at any time, subject to vested rights of employees and directors that may not be terminated pursuant to the terms of such Company Benefit Plans.

(g) Nothing in this Section 5.11, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 5.11. Without limiting the foregoing, no provision of this Section 5.11 will create any third party beneficiary rights in any current or former employee, director or consultant of Company or its Subsidiaries in respect of continued employment (or resumed employment) or any other matter. Nothing in this Section 5.11 is intended (i) to amend any Company Benefit Plan or any Buyer Benefit Plan, (ii) interfere with Buyer's right from and after the Closing Date to amend or terminate any Company Benefit Plan that is not terminated prior to the Effective Time or Buyer Benefit Plan, (iii) interfere with Buyer's right from and after the Effective Time to terminate the employment or provision of services by any director, employee, independent contractor or consultant or (iv) interfere with Buyer's indemnification obligations set forth in Section 5.10.

Section 5.12 Notification of Certain Changes. Buyer and Company shall promptly advise the other party of any change or event having, or which could reasonably be expected to have, a Material Adverse Effect with respect to itself or any of its respective Subsidiaries or which it believes would, or which could reasonably be expected to, cause or constitute a material breach of any of its or its respective Subsidiaries' representations, warranties or covenants contained herein. From time to time prior to the Effective Time (and on the date prior to the Closing Date), Company will supplement or amend its Disclosure Schedules delivered in connection with the execution of this Agreement to reflect any matter which, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in such Disclosure Schedule or which is necessary to correct any information in such Disclosure Schedule which has been rendered materially inaccurate thereby. No supplement or amendment to any Disclosure Schedule or provision of information relating to the subject matter of any Disclosure Schedule after the date of this Agreement shall have any effect for the purpose of determining satisfaction of the conditions set forth in Section 6.02(a) or Section 6.03(b)

hereof, as the case may be, or compliance by Buyer or Company with the respective covenants and agreements of such parties set forth herein.

Section 5.13 Current Information. During the period from the date of this Agreement to the Effective Time, each of Company and Buyer will cause one or more of its designated representatives to confer on a regular and frequent basis (not less than weekly) with representatives of the other party and to report the general status of the ongoing operations of Company and its Subsidiaries and Buyer and its Subsidiaries, respectively. Without limiting the foregoing, Company agrees to provide to Buyer (i) a copy of each report filed by Company or any of its Subsidiaries with a Governmental Authority within one (1) Business Day following the filing thereof and (ii) by 10:00 a.m., Central Time, on each Business Day, a copy of Company's daily statement of condition and daily profit and loss statement for the preceding Business Day.

Section 5.14 Board Packages. Company shall distribute a copy of any Company or Company Bank board package, including the agenda and any draft minutes, to Buyer via secure email or similar electronic means at the same time in which it distributes a copy of such package to the board of directors of Company or Company Bank; provided, however, that Company shall not be required to copy Buyer on any documents that disclose confidential discussions of this Agreement or the transactions contemplated hereby or any other matter that Company's or Company Bank's board of directors has been advised by counsel that such distribution to Buyer may violate a confidentiality obligation or fiduciary duty or any Law or regulation, or may result in a waiver of the Company's attorney-client privilege.

Section 5.15 Transition; Informational Systems Conversion. From and after the date hereof, Buyer and Company shall use their commercially reasonable efforts to facilitate the integration of Company with the business of Buyer following consummation of the transactions contemplated hereby, and shall meet on a regular basis to discuss and plan for the conversion of the data processing and related electronic informational systems of Company and each of its Subsidiaries (the "Informational Systems Conversion") to those used by Buyer, which planning shall include, but not be limited to, (a) discussion of third-party service provider arrangements of Company and each of its Subsidiaries; (b) non-renewal or changeover, after the Effective Time, of personal property leases and software licenses used by Company and each of its Subsidiaries in connection with the systems operations; (c) retention of outside consultants and additional employees to assist with the conversion; (d) outsourcing, as appropriate after the Effective Time, of proprietary or self-provided system services; and (e) any other actions necessary and appropriate to facilitate the conversion, as soon as practicable following the Effective Time. Buyer shall promptly reimburse Company on request for any reasonable out-of-pocket fees, expenses or charges that Company may incur as a result of taking, at the request of Buyer, any action prior to the Effective Time to facilitate the Informational Systems Conversion.

Section 5.16 Access to Customers and Suppliers. From and after the date hereof, Company shall, upon Buyer's reasonable request, introduce Buyer and its representatives to suppliers of Company and its Subsidiaries for the purpose of facilitating the integration of Company and its business into that of Buyer. In addition, after satisfaction of the conditions set forth in Section 6.01(a) and Section 6.01(b), the Company shall, upon Buyer's reasonable request, introduce Buyer and its representatives to customers of Company and its Subsidiaries for the purpose of facilitating the integration of Company and its business into that of Buyer. Any

interaction between Buyer and Company's and any of its Subsidiaries' customers and suppliers shall be coordinated by Company. Company shall have the right to participate in any discussions between Buyer and Company's customers and suppliers.

Section 5.17 Environmental Assessments.

(a) Upon Buyer's request, and to the extent that Company or any of its Subsidiaries does not have reasonably current Phase I reports meeting the standards described below already in its possession, Company shall cooperate with and grant access to an environmental consulting firm selected and paid for by Company and reasonably acceptable to Buyer (the "Environmental Consultant"), during normal business hours (or at such other times as may be agreed to by Company), to any property set forth on Disclosure Schedule Section 3.31, for the purpose of conducting an ASTM Phase I, as it relates to providing an environmental site assessment to determine whether any such property may be impacted by a "recognized environmental condition," as that term is defined by ASTM. Each Phase I shall be delivered in counterpart copies to Buyer and Company, and will include customary language allowing both Buyer and Company to rely upon its findings and conclusions. The Environmental Consultant will provide a draft of any Phase I to Company and Buyer for review and comment prior to the finalization of such report.

(b) To the extent the final version of any Phase I identifies any "recognized environmental condition," Company shall cooperate with and grant access to the Environmental Consultant, during normal business hours (or at such other times as may be agreed by Company), to the property covered by such Phase I for the purpose of conducting a Phase II limited site assessment, including subsurface investigation of soil, soil vapor, and groundwater, designed to further investigate and evaluate any "recognized environmental condition" identified in the Phase I, the cost of which shall be shared equally between Buyer and Company.

(c) Where any Phase I identifies the presence or potential presence of radon, asbestos containing materials, mold, microbial matter, or polychlorinated biphenyls ("Non-scope Issues"), Company shall cooperate with and grant access to the Environmental Consultant, during normal business hours (or at such other times as may be agreed by Company) to the property covered by such Phase I, for the purpose of conducting surveys and sampling of indoor air and building materials designed to investigate such identified Non-scope Issue, paid for by Company.

(d) Any work conducted by the Environmental Consultant pursuant to subsections (b) and (c) ("Additional Environmental Assessment") will be pursuant to a scope of work prepared by the Environmental Consultant and reasonably acceptable to Company and Buyer.

(e) The reports of any Additional Environmental Assessment will be given directly to Buyer and to Company by the Environmental Consultant.

Section 5.18 Certain Litigation. In the event that any shareholder litigation related to this Agreement or the Merger and the other transactions contemplated by this Agreement is brought, or, to Company's Knowledge, threatened, against Company and/or the members of the board of directors of Company prior to the Effective Time, Company shall give Buyer the opportunity to participate in the defense or settlement of such litigation, and no such settlement

shall be agreed to without Buyer's prior written consent (not to be unreasonably withheld). Company shall promptly notify Buyer of any such shareholder litigation brought, or threatened, against Company and/or members of the board of directors of Company within one (1) Business Day after Company receives notice of any such claim or threat, and shall keep Buyer reasonably informed with respect to the status thereof.

Section 5.19 Director Resignations. Company shall use commercially reasonable efforts to cause to be delivered to Buyer resignations of all the directors of Company and its Subsidiaries, such resignations to be effective as of the Effective Time.

Section 5.20 Coordination.

(a) Prior to the Effective Time, Company and its Subsidiaries shall take any actions Buyer may reasonably request from time to time to better prepare the parties for integration of the operations of Company and Company Bank with Buyer Bank. Without limiting the foregoing, senior officers of Company and Buyer shall meet from time to time as Buyer may reasonably request, and in any event not less frequently than monthly, to review the financial and operational affairs of Company and its Subsidiaries, and Company shall give due consideration to Buyer's input on such matters, with the understanding that, notwithstanding any other provision contained in this Agreement, neither Buyer nor Buyer Bank shall under any circumstance be permitted to exercise control of Company or any of its Subsidiaries prior to the Effective Time. Company shall permit representatives of Buyer Bank to be onsite at Company to facilitate integration of operations and assist with any other coordination efforts as necessary.

(b) Upon Buyer's reasonable request, prior to the Effective Time and consistent with GAAP, the rules and regulations of the SEC and applicable banking laws and regulations, each of Company and its Subsidiaries shall modify or change its loan, OREO, accrual, reserve, tax, litigation and real estate valuation policies and practices (including loan classifications and levels of reserves) so as to be applied, on a basis that is consistent with that of Buyer. In order to promote a more efficient and orderly integration of operation of Company with Buyer Bank, from the date of execution of this Agreement and prior to the Effective Time, as more particularly set forth in and subject to the provisions of Section 5.01(q), Company shall use commercially reasonable efforts to cause Company Bank to sell or otherwise divest itself of such investment securities and loans as are identified by Buyer and agreed to in writing between Company and Buyer from time to time prior to the Closing Date, such identification to include a statement as to Buyer's business reasons for such divestitures. Notwithstanding the foregoing, no such modifications, changes or divestitures of the type described in this Section 5.20(b) need be made prior to the satisfaction of the conditions set forth in Section 6.01(a) and Section 6.01(b).

(c) Company shall, consistent with GAAP and regulatory accounting principles, use its commercially reasonable efforts to adjust, at Buyer's reasonable request, internal control procedures which are consistent with Buyer's and Buyer Bank's current internal control procedures to allow Buyer to fulfill its reporting requirement under Section 404 of the Sarbanes-Oxley Act, provided, however, that no such adjustments need be made prior to the satisfaction of the conditions set forth in Section 6.01(a) and Section 6.01(b).

(d) Prior to the Effective Time, Company and its Subsidiaries shall take any actions Buyer may reasonably request in connection with negotiating any amendments, modifications or terminations of any Leases or Material Contracts that Buyer may request, including but not limited to, actions necessary to cause any such amendments, modifications or terminations to become effective prior to, or immediately upon, the Closing, and shall cooperate with Buyer and use commercially reasonable efforts to negotiate specific provisions that may be requested by Buyer in connection with any such any amendment, modification or termination.

(e) Subject to Section 5.20(b), Buyer and Company shall cooperate (i) to minimize any potential adverse impact to Buyer under Financial Accounting Standards Board Accounting Standards Codification Topic 805 (Business Combinations), and (ii) to maximize potential benefits to the Buyer and its Subsidiaries under Code Section 382 in connection with the transactions contemplated by this Agreement, in each case consistent with GAAP, the rules and regulations of the SEC and applicable banking laws and regulations.

(f) Company shall use its commercially reasonable efforts to cause the Non-Compete Agreement to be executed and delivered at the Closing by the individual identified on Disclosure Schedule Section 8.01.

(g) Buyer and Company agree to take all action necessary and appropriate to cause Company Bank to merge with Buyer Bank in accordance with applicable Laws and the terms of the Plan of Bank Merger as of the Effective Time, or such later time, if any, as determined by Buyer.

Section 5.21 Transactional Expenses. Company has provided in Disclosure Schedule Section 3.36 a reasonable good faith estimate of costs and fees that Company and its Subsidiaries expect to pay to retained representatives in connection with the transactions contemplated by this Agreement (collectively, "Company Expenses"). Company shall use its commercially reasonable efforts to cause the aggregate amount of all Company Expenses to not exceed the total expenses disclosed in Disclosure Schedule Section 3.36. Company shall promptly notify Buyer if or when it determines that it expects to exceed its budget for Company Expenses. Notwithstanding anything to the contrary in this Section 5.21, Company shall not incur any investment banking, brokerage, finder's or other similar financial advisory fees in connection with the transactions contemplated by this Agreement other than those expressly set forth in Disclosure Schedule Section 3.36.

Section 5.22 Assumption by Buyer of Certain Obligations. At or before the Closing, Buyer shall deliver agreements or supplemental indentures as required and in a form reasonably satisfactory to Company, as of the Effective Time, in order to assume expressly the due and punctual performance and observance of each and every covenant, agreement and condition (insofar as such covenant, agreement or condition is to be performed and observed by the Company or any of its Subsidiaries) of the indentures, trust agreements and guarantee agreements entered into by Company or any of its Subsidiaries. Disclosure Schedule Section 5.22 lists all of the indentures, trust agreements and guarantee agreements entered into by Company or any of its Subsidiaries.

Section 5.23 Confidentiality. In addition to the parties' respective obligations under the existing non-disclosure agreement previously entered into between the parties or their duly authorized representatives, which obligations are hereby reaffirmed and adopted, and incorporated by reference herein, each party hereto shall, and shall cause its directors, Executive Officers, advisers and agents to, maintain the confidentiality of all confidential information, whether written or oral, furnished to it by the other party concerning its and its Subsidiaries' businesses, operations, and financial positions and shall not use such information for any purpose except in furtherance of the transactions contemplated by this Agreement. For purposes of this Section 5.23, the term "confidential information" shall not include any information that (i) at the time of disclosure or thereafter is generally available to and known to the public, other than by a breach of this Agreement by the disclosing party, (ii) was available to the disclosing party on a non-confidential basis from a source other than the non-disclosing party or (iii) was independently acquired or developed without violating any obligations of this Agreement.

Section 5.24 Information Technology Agreement. On or before April 12, 2014, Company and Company Bank shall have provided written notice to Fidelity Information Service, LLC ("FIS"), in accordance with Section 16.4 of the information technology service agreement by and between Company and FIS dated April 13, 2011, as amended ("FIS Agreement"), notifying FIS of its intent to terminate all services provided by FIS pursuant to the FIS Agreement.

ARTICLE VI

CONDITIONS TO CONSUMMATION OF THE MERGER

Section 6.01 Conditions to Obligations of the Parties to Effect the Merger. The respective obligations of Buyer and Company to consummate the Merger are subject to the fulfillment or, to the extent permitted by applicable Law, written waiver by the parties hereto prior to the Closing Date of each of the following conditions:

(a) Shareholder Vote. This Agreement and the transactions contemplated hereby shall have received the Requisite Company Shareholder Approval at the Company Meeting.

(b) Regulatory Approvals; No Burdensome Condition. All Regulatory Approvals required to consummate the Merger and the Bank Merger in the manner contemplated herein shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof, if any, shall have expired or been terminated. None of such Regulatory Approvals shall impose any term, condition or restriction upon Buyer or any of its Subsidiaries that Buyer reasonably determines is a Burdensome Condition.

(c) No Injunctions or Restraints; Illegality. No judgment, order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of any of the transactions contemplated hereby shall be in effect. No statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any Governmental Authority that prohibits or makes illegal the consummation of any of the transactions contemplated hereby.

(d) Effective Registration Statement. The Registration Statement shall have become effective and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC or any other Governmental Authority.

(e) Tax Opinions Relating to the Merger. Company and Buyer, respectively, shall have received opinions from Kutak Rock LLP and Dover Dixon Horne PLLC, respectively, each dated as of the Closing Date, in substance and form reasonably satisfactory to Company and Buyer to the effect that, on the basis of the facts, representations and assumptions set forth in such opinion, the Merger and the Bank Merger, considered together as a single, integrated transaction, will be treated for federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering their opinions, Kutak Rock LLP and Dover Dixon Horne PLLC may require and rely upon representations contained in certificates of officers of each of Company and Buyer.

Section 6.02 Conditions to Obligations of Company. The obligations of Company to consummate the Merger also are subject to the fulfillment or written waiver by Company prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date. Company shall have received a certificate dated as of the Closing Date, signed on behalf of Buyer by its Chief Executive Officer and Chief Financial Officer to such effect.

(b) Performance of Obligations of Buyer. Buyer shall have performed and complied with all of its obligations under this Agreement in all material respects at or prior to the Closing Date except where the failure of the performance of, or compliance with, such obligation has not had and does not have a Material Adverse Effect on Buyer, and Company shall have received a certificate, dated the Closing Date, signed on behalf of Buyer by its Chief Executive Officer and the Chief Financial Officer to such effect.

(c) Other Actions. Buyer shall have furnished Company with such certificates of its officers and such other documents to evidence fulfillment of the conditions set forth in Section 6.01 and Section 6.02 as Company may reasonably request.

(d) No Material Adverse Effect. Since the date of this Agreement (i) no change or event has occurred which has resulted in Buyer and its Subsidiaries being subject to a Material Adverse Effect and (ii) no condition, event, fact, circumstance or other occurrence has occurred that may reasonably be expected to have or result in such parties being subject to a Material Adverse Effect.

Section 6.03 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Merger also are subject to the fulfillment or written waiver by Buyer prior to the Closing Date of each of the following conditions:

(a) Company Common Stock. The number of shares of Company Common Stock outstanding as of the Closing Date of this Agreement shall not exceed 6,132,808 shares (plus up to 26,500 shares of Company Common Stock that may be issued upon exercise of Company Stock Options that vest on April 15, 2014 and up to 17,000 shares that may be issued to the Company's 401(k) Plan between the date of this Agreement and the Closing Date).

(b) Representations and Warranties. The representations and warranties of Company and its Subsidiaries set forth in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date. Buyer shall have received a certificate dated as of the Closing Date, signed on behalf of Company and its Subsidiaries by Company's Chief Executive Officer and Chief Financial Officer, or equivalent officer performing the duties of a chief financial officer, to such effect.

(c) Performance of Obligations of Company. Company and Company Bank shall have performed and complied with all of their respective obligations under this Agreement in all material respects at or prior to the Closing Date, and Buyer shall have received a certificate, dated the Closing Date, signed on behalf of Company by Company's Chief Executive Officer and Chief Financial Officer and signed on behalf of Company Bank by the Chief Executive Officer and Chief Financial Officer, or equivalent officer performing the duties of a chief financial officer, to such effect.

(d) Plan of Bank Merger. The Plan of Bank Merger shall have been executed and delivered concurrently with or immediately following approval of the Merger by Company's shareholders at the Company Meeting.

(e) Other Actions. Company's and Company Bank's board of directors shall have approved this Agreement and the transactions contemplated herein and shall not have (i) withheld, withdrawn or modified (or publicly proposed to withhold, withdraw or modify), in a manner adverse to Buyer, its recommendation referred to in Section 5.04, (ii) approved or recommended (or publicly proposed to approve or recommend) any Acquisition Proposal, or (iii) allowed Company or any of its Subsidiaries to, enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement relating to any Acquisition Proposal. Company and Company Bank shall have furnished Buyer with such certificates of its officers or others and such other documents to evidence fulfillment of the conditions set forth in Section 6.01 and this Section 6.03 as Buyer may reasonably request.

(f) No Material Adverse Effect. Since the date of this Agreement (i) no change or event has occurred which has resulted in either Company or any of its Subsidiaries being subject to a Material Adverse Effect and (ii) no condition, event, fact, circumstance or other occurrence

has occurred that may reasonably be expected to have or result in such parties being subject to a Material Adverse Effect.

(g) Agreements with Certain Individuals. The Non-Compete Agreement shall have been executed and delivered at the Closing by the individual identified in Disclosure Schedule Section 8.01.

Section 6.04 Frustration of Closing Conditions. Neither Buyer nor Company may rely on the failure of any condition set forth in Section 6.01, Section 6.02 or Section 6.03, as the case may be, to be satisfied if such failure was caused by such party's failure to use commercially reasonable efforts to consummate any of the transactions contemplated hereby, as required by and subject to Section 5.03.

ARTICLE VII

TERMINATION

Section 7.01 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned:

(a) Mutual Consent. At any time prior to the Effective Time, by the mutual consent of Buyer and Company if the board of directors of Buyer and the board of directors of Company each so determines by vote of a majority of the members of its entire board.

(b) No Regulatory Approval. By Buyer or Company, if either of their respective boards of directors so determines by a vote of a majority of the members of its entire board, in the event any Regulatory Approval required for consummation of the transactions contemplated by this Agreement shall have been denied by final, non-appealable action by such Governmental Authority or an application therefor shall have been permanently withdrawn at the request of a Governmental Authority.

(c) No Shareholder Approval. By either Buyer or Company (provided in the case of Company that it shall not be in material breach of any of its obligations under Section 5.04), if the Requisite Company Shareholder Approval shall not have been obtained by reason of the failure to obtain the required vote at a duly held meeting of such shareholders or at any adjournment or postponement thereof.

(d) Breach of Representations and Warranties. By either Buyer or Company (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein in a manner that would entitle the other party to not consummate this Agreement) if there shall have been (i) with respect to representations and warranties set forth in this Agreement that are not qualified by the term "material" or do not contain terms such as "Material Adverse Effect", a material breach of any of such representations or warranties by the other party and (ii) with respect to representations and warranties set forth in this Agreement that are qualified by the term "material" or contain terms such as "Material Adverse Effect", any breach of any of such representations or warranties by the other party; which breach is not cured prior to the earlier of (y) thirty (30) days following written notice to the party committing such breach from the other party hereto or (z) two (2)

Business Days prior to the Termination Date, or which breach, by its nature, cannot be cured prior to the Closing.

(e) Breach of Covenants. By either Buyer or Company (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein in a manner that would entitle the other party not to consummate the agreement) if there shall have been a material breach of any of the covenants or agreements set forth in this Agreement on the part of the other party, which breach shall not have been cured prior to the earlier of (i) thirty (30) days following written notice to the party committing such breach from the other party hereto or (ii) two (2) Business Days prior to the Termination Date, or which breach, by its nature, cannot be cured prior to the Closing.

(f) Delay. It being understood that the parties shall use good faith efforts to submit regulatory filings in a timely manner, by either Buyer or Company if the Merger shall not have been consummated on or before September 30, 2014 (the "Termination Date"), unless the failure of the Closing to occur by such date shall be due to a material breach of this Agreement by the party seeking to terminate this Agreement.

(g) Failure to Recommend; Etc. In addition to and not in limitation of Buyer's termination rights under Section 7.01(e), at any time prior to the Company Meeting, by Buyer if (i) Company shall have materially breached its obligations under Section 5.09, (ii) the board of directors of Company shall have failed to make its recommendation in favor of the Merger referred to in Section 5.04 or shall have made an Adverse Recommendation Change, (iii) the board of directors of Company shall have recommended, proposed, or publicly announced its intention to recommend or propose, to engage in a transaction resulting from a Superior Proposal with any Person, or (iv) Company shall have materially breached its obligations under Section 5.04 by failing to call, give notice of, convene and hold the Company Meeting in accordance with Section 5.04.

Section 7.02 Termination Fee; Liquidated Damages.

(a) In recognition of the efforts, expenses and other opportunities foregone by Buyer while structuring and pursuing the Merger, Company shall pay to Buyer by wire transfer of immediately available funds a termination fee equal to three and one half percent (3 1/2%) of the Purchase Price (the "Termination Fee"), in the event Buyer terminates this Agreement pursuant to Section 7.01(g), in which case Company shall pay the Termination Fee within two (2) Business Days after receipt of Buyer's notification of such termination.

(b) The parties hereto agree and acknowledge that if Buyer terminates this Agreement pursuant to Section 7.01(d) or Section 7.01(e) by reason of Company's or Company Bank's material breach of the provisions of this Agreement contemplated by Section 7.01(d) or Section 7.01(e) that is not timely cured as provided in such sections, the actual damages sustained by Buyer, including the expenses incurred by Buyer preparatory to entering into this Agreement and in connection with the performance of its obligations under this Agreement, would be significant and difficult to ascertain, gauged by the circumstances existing at the time this Agreement is executed, and that in lieu of Buyer being required to pursue its damage claims in costly litigation proceedings in such event, the parties agree that Company shall pay a reasonable estimate of the

amount of such damages, which the parties agree is the sum of Five Hundred Thousand Dollars ($500,000) (the "Liquidated Damages Payment"), as liquidated damages to Buyer, which payment is not intended as a penalty, within two (2) Business Days after Buyer's notification of such termination.

(c) Company and Buyer each agree that the agreements contained in this Section 7.02 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Buyer would not enter into this Agreement; accordingly, if Company fails promptly to pay any amounts due under this Section 7.02, Company shall pay interest on such amounts from the date payment of such amounts were due to the date of actual payment at the rate of interest equal to the sum of (i) the rate of interest published from time to time in The Wall Street Journal, Eastern Edition (or any successor publication thereto), designated therein as the prime rate on the date such payment was due, plus (ii) 200 basis points, together with the costs and expenses of Buyer (including reasonable legal fees and expenses) in connection with such suit.

(d) Notwithstanding anything to the contrary set forth in this Agreement, the parties agree that if this Agreement is terminated by Buyer pursuant to Section 7.01(d), Section 7.01(e) or Section 7.01(g), and if Company pays or causes to be paid to Buyer or to Buyer Bank the Termination Fee in accordance with Section 7.02(a) or, if applicable, the Liquidated Damages Payment in accordance with Section 7.02(b), Company (or any successor in interest of Company) will not have any further obligations or liabilities to Buyer or Buyer Bank with respect to this Agreement or the transactions contemplated by this Agreement.

Section 7.03 Effect of Termination. Except as set forth in Section 7.02(d), termination of this Agreement will not relieve a breaching party from liability for any breach of any covenant, agreement, representation or warranty of this Agreement giving rise to such termination.

ARTICLE VIII

DEFINITIONS

Section 8.01 Definitions. The following terms are used in this Agreement with the meanings set forth below:

"ABCA" means the Arkansas Business Corporation Act of 1987, as amended.

"Acquisition Proposal" has the meaning set forth in Section 5.09(e).

"Additional Environmental Assessment" has the meaning set forth in Section 5.17(d).

"Adjusted Purchase Price" means, the Purchase Price as further adjusted as follows: (i) in the event that the Closing Consolidated Net Book Value of Company, determined in accordance with this Agreement, is less than $135,000,000, then the Purchase Price shall be decreased, on a dollar-for-dollar basis, by the amount by which the Closing Consolidated Net Book Value of Company is less than $135,000,000 and (ii) in the event Company fails to provide adequate notice to terminate the FIS Agreement, as

contemplated by Section 5.24, or otherwise becomes obligated to pay any liquidated damages or other termination or similar fees to FIS in connection with the FIS Agreement, then the Purchase Price shall be decreased, on a dollar-for-dollar basis, by the amount of any liquidated damages or other fees that become due or payable as a result of any failure to provide such notice to terminate.

"Adverse Recommendation Change" has the meaning set forth in Section 5.09(b).

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Cash Consideration" means the total of Cash Consideration to be paid to holders of record of Company Common Stock entitled thereto.

"Aggregate Stock Consideration" means the total number of shares of Buyer Common Stock to be delivered to holders of record of Company Common Stock entitled thereto.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Articles of Bank Merger" has the meaning set forth in Section 1.05(b).

"Articles of Merger" has the meaning set forth in Section 1.05(a).

"ASC 320" means GAAP Accounting Standards Codification Topic 320.

"ASTM" has the meaning set forth in Section 5.01(w).

"Audited Financial Statements" has the meaning set forth in Section 3.09(a).

"Award Payment" means the cash amount payable to the holders of any Company Stock Options or SARs as described in Section 2.01(e).

"Bank Merger" has the meaning set forth in the recitals.

"Bank Secrecy Act" means the Bank Secrecy Act of 1970, as amended.

"BOLI" has the meaning set forth in Section 3.33(b).

"Burdensome Conditions" has the meaning set forth in Section 5.06(a).

"Business Day" means Monday through Friday of each week, except a legal holiday recognized as such by the U.S. government or any day on which banking institutions in the State of Arkansas are authorized or obligated to close.

"Buyer Articles" has the meaning set forth in Section 4.02.

"Buyer Average Stock Price" means the average closing sale price of a share of Buyer Common Stock on Nasdaq, as reported by Bloomberg L.P. for the ten (10) consecutive trading days ending on the fifth (5^{th}) Business Day prior to the Closing Date, rounded to the nearest whole cent; *provided*, that the Buyer Average Stock Price shall be not less than Forty-Three and 58/100 Dollars ($43.58) nor greater than Seventy-Two and 63/100 Dollars ($72.63).

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer Bank" has the meaning set forth in the preamble to this Agreement.

"Buyer Benefit Plans" means all benefit and compensation plans, contracts, policies or arrangements (i) covering current or former employees of Buyer or any of its Subsidiaries, (ii) covering current or former directors of Buyer or any of its Subsidiaries, or (iii) with respect to which Buyer or any Subsidiary has or may have any liability or contingent liability (including liability arising from affiliation under Section 414 of the Code or Section 4001 of ERISA) including, but not limited to, "employee benefit plans" within the meaning of Section 3(3) of ERISA, and deferred compensation, stock option, stock purchase, stock appreciation rights, stock based, incentive and bonus plans.

"Buyer Bylaws" has the meaning set forth in Section 4.02.

"Buyer Common Stock" means the common stock, $0.01 par value per share, of Buyer.

"Buyer Reports" has the meaning set forth in Section 4.06(a).

"Cash Consideration" means cash to be received in the Merger by a holder of a share of Company Common Stock in respect of each share of Company Common Stock held of record by such holder as of immediately prior to the Effective Time, as elected to be received by such holder pursuant to Section 2.06 or as allocated to such holder in accordance with Section 2.02, as applicable.

"Cash Election" has the meaning set forth in Section 2.01(c)(ii).

"Cash Election Shares" has the meaning set forth in Section 2.01(c)(ii).

"Certificate" means any certificate which immediately prior to the Effective Time represents shares of Company Common Stock.

"Claim" has the meaning set forth in Section 5.10(a).

"Closing" and "Closing Date" have the meanings set forth in Section 1.05(c).

"Closing Consolidated Net Book Value" means the unaudited consolidated net shareholders' equity of Company as of the Determination Date, determined in accordance

with GAAP, but without giving effect to the after tax impact of the following items: (i) any negative provision for loan and lease losses for the period between November 30, 2013 and the Determination Date, which provision would otherwise have the effect of decreasing the allowance for loan and lease losses; *provided, however*, any negative provision resulting from the resolution of a loan for which a specific allowance for loan and lease losses has been calculated as of November 30, 2013 and which specific allowance is set forth on Disclosure Schedule Section 8.01 hereto, where the resolution creates a reduction of such specific calculated allowance in excess of the loss actually incurred on the loan, shall be reflected in the Closing Consolidated Net Book Value; (ii) any of the actions or changes taken only to comply with coordination procedures pursuant to Section 5.20 which would otherwise not have been taken or required to be taken; or (iii) any additional deferred income tax valuation allowance taken against Company's deferred tax assets between November 30, 2013 and the Determination Date, all as mutually agreed between Company and Buyer. The Closing Consolidated Net Book Value may be further adjusted upon the mutual agreement of the parties, provided such adjustment shall be memorialized in a writing signed by all of the parties thereto.

"Code" has the meaning set forth in Section 2.05.

"Community Reinvestment Act" means the Community Reinvestment Act of 1977, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company 401(a) Plan" has the meaning set forth in Section 3.16(c).

"Company Balance Sheet Date" has the meaning set forth in Section 3.09(c).

"Company Benefit Plans" has the meaning set forth in Section 3.16(a).

"Company Common Stock" means the common stock, $0.01 par value per share, of Company.

"Company Employees" has the meaning set forth in Section 3.16(a).

"Company Financial Advisor" has the meaning set forth in Section 3.15.

"Company Intellectual Property" means the Intellectual Property used in or held for use in the conduct of the business of Company and its Subsidiaries.

"Company Loan Property" means any real property (including buildings or other structures) in which Company or any of its Subsidiaries holds a security interest, Lien or a fiduciary or management role.

"Company Loan" has the meaning set forth in Section 3.23(c).

"Company Meeting" has the meaning set forth in Section 5.04.

"Company Regulatory Agreement" has the meaning set forth in Section 3.14.

"Company Stock Option" means an option to purchase shares of Company Common Stock pursuant to the Company Stock Plan.

"Company Stock Plan" means the Summit Bancorp, Inc. 2007 Stock Option and Stock Appreciation Rights Plan dated December 17, 2008, as amended.

"Company Stock Price" means a cash value equal to the quotient of (i) the sum of (A) the Purchase Price or the Adjusted Purchase Price, whichever is applicable, (B) the aggregate grant price of all then-outstanding SARs, and (C) the aggregate exercise price of all then-outstanding Company Stock Options, *divided by* (ii) the sum of (X) the number of shares of Company Common Stock issued and then-outstanding, (Y) the number of then-outstanding and unexercised SARs, and (Z) the number of then-outstanding and unexercised Company Stock Options.

"Controlled Group Members" has the meaning set forth in Section 3.16(a).

"D&O Insurance" has the meaning set forth in Section 5.10(c).

"Derivative Transaction" means any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction or collar transaction relating to one or more currencies, commodities, bonds, equity securities, loans, interest rates, catastrophe events, weather-related events, credit-related events or conditions or any indexes, or any other similar transaction (including any option with respect to any of these transactions) or combination of any of these transactions, including collateralized mortgage obligations or other similar instruments or any debt or equity instruments evidencing or embedding any such types of transactions, and any related credit support, collateral or other similar arrangements related to any such transaction or transactions.

"Determination Date" means the Business Day that is closest to ten (10) calendar days prior to the Closing Date.

"Disclosure Schedule" has the meaning set forth in Section 3.01(a).

"Dissenting Shares" has the meaning set forth in Section 2.10.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act.

"Effective Time" has the meaning set forth in Section 1.05(a).

"Election" has the meaning set forth in Section 2.06(a).

"Election Deadline" has the meaning set forth in Section 2.06(d).

"Election Form and Letter of Transmittal" or "Election Form" has the meaning set forth in Section 2.06(b).

"Environmental Claim" means any written complaint, summons, action, citation, notice of violation, directive, order, claim, litigation, investigation, judicial or administrative proceeding or action, judgment, lien, demand, letter or communication alleging non-compliance with any Environmental Law relating to any actual or threatened release of a Hazardous Substance.

"Environmental Consultant" has the meaning set forth in Section 5.17(a).

"Environmental Law" means any federal, state or local Law, regulation, order, decree, permit, authorization, opinion or agency requirement relating to: (a) pollution, the protection or restoration of the indoor or outdoor environment, human health and safety, or natural resources, (b) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance, or (c) any injury or threat of injury to persons or property in connection with any Hazardous Substance. The term Environmental Law includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: (a) Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 1101, et seq.; the Safe Drinking Water Act; 42 U.S.C. § 300f, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; (b) common law that may impose liability (including without limitation strict liability) or obligations for injuries or damages due to the presence of or exposure to any Hazardous Substance.

"Equal Credit Opportunity Act" means the Equal Credit Opportunity Act, as amended.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" has the meaning set forth in Section 3.16(d).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Agent" means such exchange agent as may be designated by Buyer (which shall be Buyer's transfer agent), and reasonably acceptable to Company, to act as agent, in accordance with the Exchange Agent Agreement, for purposes of conducting the exchange procedures described in ARTICLE II.

"Exchange Agent Agreement" means the written agreement between Buyer and the Exchange Agent, in form and substance reasonably acceptable to Company and to be

"Law" means any statute, law, ordinance, rule or regulation of any Governmental Authority that is applicable to the referenced Person.

"Leases" has the meaning set forth in Section 3.31(b).

"Liens" means any charge, mortgage, pledge, security interest, restriction, claim, lien or encumbrance, conditional and installment sale agreement, charge or other claim of third parties of any kind.

"Liquidated Damages Payment" has the meaning set forth in Section 7.02(b).

"Loans" has the meaning set forth in Section 3.23(a).

"Material Adverse Change" or "Material Adverse Effect" means with respect to any Person, any change, development or effect (i) that is, or is reasonably likely to be, material and adverse to the condition (financial or otherwise), results of operations, liquidity, business or business prospects of such Person and its Subsidiaries, taken as a whole, or (ii) which would, or would be reasonably likely to, materially impair the ability of such Person to perform its obligations under this Agreement or otherwise materially impairs, or is reasonably likely to materially impair, the ability of such Person to consummate the transactions contemplated hereby; *provided, however*, that, in the case of clause (i) only, a Material Adverse Effect shall not be deemed to include the impact of (A) changes in banking and similar laws of general applicability or interpretations thereof by Governmental Authorities, (B) changes in GAAP or regulatory accounting requirements applicable to banks or bank holding companies generally, (C) changes after the date of this Agreement in general economic or capital market conditions affecting financial institutions, including, but not limited to, changes in levels of interest rates generally, (D) the effects of any action or omission taken by Company with the prior consent of Buyer, and vice versa, or as otherwise expressly permitted or contemplated by this Agreement, (E) the impact of the Agreement and the transactions contemplated hereby on relationships with customers or employees (including the loss of personnel subsequent to the date of this Agreement), and (F) the public disclosure of this Agreement or the transactions contemplated hereby, except, with respect to clauses (A), (B), and (C), to the extent that the effects of such change are materially disproportionately adverse to the financial condition, results of operations or business 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.

"Material Contracts" has the meaning set forth in Section 3.13(a).

"Maximum D&O Tail Premium" has the meaning set forth in Section 5.10(c).

"Merger" has the meaning set forth in the recitals.

"Merger Consideration" means Stock Consideration and Cash Consideration.

"Nasdaq" means The Nasdaq Global Select Market.

"National Labor Relations Act" means the National Labor Relations Act, as amended.

"Non-Compete Agreement" means that certain non-competition agreement to be entered into at the Closing between Buyer Bank and the individual identified on Disclosure Schedule Section 8.01, in substantially the form attached as Exhibit B to this Agreement.

"Non-Election" has the meaning set forth in Section 2.06(b).

"Non-Election Shares" has the meaning set forth in Section 2.01(c)(iii).

"Non-scope Issues" has the meaning set forth in Section 5.17(c).

"Ordinary Course of Business" means the ordinary, usual and customary course of business of Company, Company Bank and the Company's Subsidiaries consistent with past practice, including with respect to frequency and amount.

"OREO" has the meaning set forth in Section 3.23(a).

"Person" means any individual, bank, corporation, partnership, association, joint-stock company, business trust, limited liability company, unincorporated organization or other organization or firm of any kind or nature.

"Phase I" has the meaning set forth in Section 5.01(w).

"Plan of Bank Merger" means that certain plan of bank merger between Company Bank and Buyer Bank pursuant to which Company Bank will be merged with and into Buyer Bank in accordance with Arkansas Code Annotated §§ 23-48-503, 23-48-901 et. seq. and Subchapter 11 of the Arkansas Business Corporation Act, with the effect provided in Arkansas Code Annotated § 4-27-1110.

"Proxy Statement-Prospectus" means the proxy statement and prospectus and other proxy solicitation materials constituting a part thereof, together with any amendments and supplements thereto, to be delivered to holders of Company Common Stock in connection with the solicitation of their approval of this Agreement.

"Purchase Price" shall mean an amount equal to $216,000,000.

"Registration Statement" has the meaning set forth in Section 4.09.

"Regulatory Approval" has the meaning set forth in Section 3.07(a).

"Representative" has the meaning set forth in Section 2.06(b).

"Requisite Company Shareholder Approval" has the meaning set forth in Section 3.06.

"Rights" means, with respect to any Person, warrants, options, rights, convertible securities and other arrangements or commitments which obligate the Person to issue or dispose of any of its capital stock or other ownership interests.

"SAR" means a stock appreciation right granted pursuant to the Company Stock Plan.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as amended.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Software" means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

"Stock Consideration" means the number of shares of Buyer Common Stock to be issued in the Merger in respect of each share of Company Common Stock held by a holder of Company Common Stock of record immediately prior to the Effective Time, determined on the basis of the Exchange Ratio, as such number of shares is elected to be received by such holder pursuant to Section 2.06 or as allocated to such holder in accordance with Section 2.02, as applicable.

"Stock Election" has the meaning set forth in Section 2.01(c)(i).

"Stock Election Shares" has the meaning set forth in Section 2.01(c)(i).

"Subsidiary" means, with respect to any party, any corporation or other entity of which a majority of the capital stock or other ownership interest having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such party. Any reference in this Agreement to a Subsidiary of the Company means, unless the context otherwise requires, any current or former Subsidiary of Company.

"Superior Proposal" has the meaning set forth in Section 5.09(f).

"Surviving Entity" has the meaning set forth in Section 1.01.

"Tax" and "Taxes" mean all federal, state, local or foreign income, gross income, gains, gross receipts, sales, use, ad valorem, goods and services, capital, production, transfer, franchise, windfall profits, license, withholding, payroll, employment, disability, employer health, excise, estimated, severance, stamp, occupation, property, environmental, custom duties, unemployment or other taxes of any kind whatsoever, together with any interest, additions or penalties thereto and any interest in respect of such interest and penalties.

"Tax Returns" means any return, declaration or other report (including elections, declarations, schedules, estimates and information returns) with respect to any Taxes.

"Termination Date" has the meaning set forth in Section 7.01(f).

"Termination Fee" has the meaning set forth in Section 7.02(a).

"The date hereof" or "the date of this Agreement" shall mean the date first set forth above in the preamble to this Agreement.

"Truth in Lending Act" means the Truth in Lending Act of 1968, as amended.

"Unaudited Financial Statements" has the meaning set forth in Section 3.09(a).

"USA PATRIOT Act" means the USA PATRIOT Act of 2001, Public Law 107-56, and the regulations promulgated thereunder.

"Voting Agreement" or "Voting Agreements" shall have the meaning set forth in the preamble to this Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Survival. No representations, warranties, agreements and covenants contained in this Agreement shall survive the Effective Time other than this Section 9.01 (except for agreements or covenants contained herein that by their express terms are to be performed after the Effective Time).

Section 9.02 Waiver; Amendment. Prior to the Effective Time, any provision of this Agreement may be (a) waived by the party benefited by the provision or (b) amended or modified at any time, by an agreement in writing among the parties hereto executed in the same manner as this Agreement, except that after the Company Meeting no amendment shall be made which by law requires further approval by the shareholders of Buyer or Company without obtaining such approval.

Section 9.03 Governing Law; Waiver.

(a) This Agreement shall be governed by, and interpreted and enforced in accordance with, the internal, substantive laws of the State of Arkansas, without regard for conflict of law provisions.

(b) 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 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 (i) 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, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 9.03.

Section 9.04 Expenses. Except as otherwise provided in Section 7.02, each party hereto will bear all expenses incurred by it in connection with this Agreement and the transactions contemplated hereby, including fees and expenses of its own financial consultants, accountants and counsel, provided that nothing contained herein shall limit either party's rights to recover any liabilities or damages arising out of the other party's willful breach of any provision of this Agreement.

Section 9.05 Notices. All notices, requests and other communications hereunder to a party, shall be in writing and shall be deemed properly given if (a) if personally delivered, (b) by registered or certified mail (return receipt requested), with adequate postage prepaid thereon, (c) by properly addressed electronic mail delivery (with confirmation of delivery receipt), or (d) sent by reputable courier service to such party at its address set forth below, or at such other address or addresses as such party may specify from time to time by notice in like manner to the parties hereto. All notices shall be deemed effective upon delivery.

If to Buyer or Buyer Bank:

Bank of the Ozarks, Inc.
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Director of Mergers and Acquisitions

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

Kutak Rock LLP
124 W. Capitol Ave., Suite 2000
Little Rock, Arkansas 72201
Attention: H. Watt Gregory, III

If to Company or Company Bank:

Summit Bancorp, Inc.
P.O. Box 965
Arkadelphia, AR 71923
Attention: Ross Whipple

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

Dixon, Dover Horne PLLC
425 West Capitol, 37th Floor
Little Rock, AR 72201
Attention: Garland W. Binns, Jr.

Section 9.06 Entire Understanding; No Third Party Beneficiaries. This Agreement represents the entire understanding of the parties hereto and thereto with reference to the transactions contemplated hereby, and this Agreement supersedes any and all other oral or written agreements heretofore made. Except for the Indemnified Parties' rights under Section 5.10, which are expressly intended to be for the irrevocable benefit of, and shall be enforceable by, each Indemnified Party and his or her heirs and representatives, Buyer and Company hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person (including any person or employees who might be affected by Section 5.11), 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 hereto. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance with Section 9.02 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 hereto 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.

Section 9.07 Severability. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes and intents of this Agreement.

Section 9.08 Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction without having to show or prove economic damages and without the requirement of posting a bond, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 9.09 Interpretation.

(a) When a reference is made in this Agreement to sections, exhibits or schedules, such reference shall be to a 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 are not part 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."

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements and documents contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other agreement or document contemplated herein, this Agreement and such other agreements or documents shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorizing any of the provisions of this Agreement or any other agreements or documents contemplated herein.

Section 9.10 Assignment. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party, and any purported assignment in violation of this Section 9.10 shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 9.11 Counterparts. This Agreement may be executed and delivered by facsimile or by electronic data file and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or by electronic data file shall have the same effect as originals.

[Signature Page Follows]

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

BANK OF THE OZARKS, INC.

By: _____
Name: Dennis James
Title: Director of Mergers and Acquisitions

BANK OF THE OZARKS

By: _____
Name: Dennis James
Title: Director of Mergers and Acquisitions

SUMMIT BANCORP, INC.

By: _____
Name: Ross M. Whipple
Title: Chairman and Chief Executive Officer

SUMMIT BANK

By: _____
Name: Ross M. Whipple
Title: Chairman and Chief Executive Officer

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

BANK OF THE OZARKS, INC.

By: _____
Name: Dennis James
Title: Director of Mergers and Acquisitions

BANK OF THE OZARKS

By: _____
Name: Dennis James
Title: Director of Mergers and Acquisitions

SUMMIT BANCORP, INC.

By: _____
Name: Ross M. Whipple
Title: Chairman and Chief Executive Officer

SUMMIT BANK

By: _____
Name: Ross M. Whipple
Title: Chairman and Chief Executive Officer

Exhibit A

FORM OF VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is dated as of January 30, 2014, by and between the undersigned holder ("Shareholder") of Common Stock, $1.00 par value per share, of Summit Bancorp, Inc., an Arkansas corporation with its principal office in Arkadelphia, Arkansas ("Company"), and Bank of the Ozarks, Inc., an Arkansas corporation ("Buyer") with its principal office in Little Rock, Arkansas. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Merger Agreement (defined below).

WHEREAS, concurrently with the execution of this Agreement, Buyer, Buyer's wholly owned subsidiary, Bank of the Ozarks, an Arkansas state banking corporation ("Buyer Bank"), Company and Company's wholly owned subsidiary, Summit Bank, an Arkansas state banking corporation ("Company Bank"), are entering into an Agreement and Plan of Merger (as such agreement may be subsequently amended or modified, the "Merger Agreement"), pursuant to which (i) Company will merge with and into Buyer, with Buyer as the surviving entity and (ii) Company Bank will merge with and into Buyer Bank, with Buyer Bank as the surviving entity (collectively, the "Merger"), and in connection with the Merger, each outstanding share of Company Common Stock will be converted into the right to receive the Merger Consideration;

WHEREAS, Shareholder beneficially owns and has sole voting power with respect to the number of shares of Company Common Stock as indicated on the signature page of this Agreement under the heading "Total Number of Shares of Company Common Stock Subject to this Agreement" (such shares, together with any additional shares of Company Common Stock subsequently acquired by Shareholder during the term of this Agreement, including through the exercise of any stock option or other equity award, warrant or similar instrument, being referred to collectively as the "Shares"); and

WHEREAS, it is a material inducement to the willingness of Buyer to enter into the Merger Agreement that Shareholder execute and deliver this Agreement.

NOW, THEREFORE, in consideration of, and as a material inducement to, Buyer entering into the Merger Agreement and proceeding with the transactions contemplated thereby, and in consideration of the expenses incurred and to be incurred by Buyer in connection therewith, Shareholder and Buyer agree as follows:

Section 1. Agreement to Vote Shares. Shareholder agrees that, while this Agreement is in effect, at any meeting of shareholders of Company, however called, or at any adjournment thereof, or in any other circumstances in which Shareholder is entitled to vote, consent or give any other approval, except as otherwise agreed to in writing in advance by Buyer, Shareholder shall:

(a) appear at each such meeting in person or by proxy; and

(b) vote (or cause to be voted), in person or by proxy, all the Shares that are beneficially owned by Shareholder or as to which Shareholder has, directly or indirectly, the sole right to vote or direct the voting, (i) in favor of adoption and approval of the Merger Agreement and the transactions contemplated thereby (including any amendments or modifications of the terms thereof approved by the board of directors of Company and adopted in accordance with the terms thereof); (ii) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of Company contained in the Merger Agreement or of Shareholder contained in this Agreement; and (iii) against any Acquisition Proposal or

any other action, agreement or transaction that is intended, or could reasonably be expected, to impede, interfere or be inconsistent with, delay, postpone, discourage or materially and adversely affect consummation of the transactions contemplated by the Merger Agreement or this Agreement.

Shareholder further agrees not to vote or execute any written consent to rescind or amend in any manner any prior vote or written consent, as a shareholder of Company, to approve or adopt the Merger Agreement unless this Agreement shall have been terminated in accordance with its terms.

Section 2. No Transfers. While this Agreement is in effect, Shareholder agrees not to, directly or indirectly, sell, transfer, pledge, assign or otherwise dispose of, or enter into any contract option, commitment or other arrangement or understanding with respect to the sale, transfer, pledge, assignment or other disposition of, any of the Shares, except the following transfers shall be permitted: (a) transfers by will or operation of law, in which case this Agreement shall bind the transferee, (b) transfers pursuant to any pledge agreement, subject to the pledgee agreeing in writing, prior to such transfer, to be bound by the terms of this Agreement, (c) transfers in connection with estate and tax planning purposes, including transfers to relatives, trusts and charitable organizations, subject to each transferee agreeing in writing, prior to such transfer, to be bound by the terms of this Agreement, and (d) such transfers as Buyer may otherwise permit in its sole discretion. Any transfer or other disposition in violation of the terms of this Section 2 shall be null and void.

Section 3. Representations and Warranties of Shareholder. Shareholder represents and warrants to and agrees with Buyer as follows:

(a) Shareholder has all requisite capacity and authority to enter into and perform his, her or its obligations under this Agreement.

(b) This Agreement has been duly executed and delivered by Shareholder, and assuming the due authorization, execution and delivery by Buyer, constitutes the valid and legally binding obligation of Shareholder enforceable against Shareholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) The execution and delivery of this Agreement by Shareholder does not, and the performance by Shareholder of his, her or its obligations hereunder and the consummation by Shareholder of the transactions contemplated hereby will not, violate or conflict with, or constitute a default under, any agreement, instrument, contract or other obligation or any order, arbitration award, judgment or decree to which Shareholder is a party or by which Shareholder is bound, or any statute, rule or regulation to which Shareholder is subject or, in the event that Shareholder is a corporation, partnership, trust or other entity, any charter, bylaw or other organizational document of Shareholder.

(d) Shareholder is the record and beneficial owner of, or is the trustee that is the record holder of, and whose beneficiaries are the beneficial owners of, and has good title to all of the Shares, and the Shares are owned free and clear of any liens, security interests, charges or other encumbrances. The Shares do not include shares over which Shareholder exercises control in a fiduciary capacity for any other person or entity that is not an Affiliate of Shareholder, and no representation by Shareholder is made with respect thereto. Shareholder has the right to vote the Shares, and none of the Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares, except as contemplated by this Agreement.

Section 4. No Solicitation. From and after the date hereof until the termination of this Agreement pursuant to Section 6 hereof, Shareholder, in his, her or its capacity as a shareholder of Company, shall not, nor shall such Shareholder authorize any partner, officer, director, advisor or representative of, such Shareholder or any of his, her or its affiliates to (and, to the extent applicable to Shareholder, such Shareholder shall use commercially reasonable efforts to prohibit any of his, her or its representatives or affiliates to), (a) initiate, solicit, induce or knowingly encourage, or knowingly take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (b) participate in any discussions or negotiations regarding any Acquisition Proposal, or furnish, or otherwise afford access, to any person (other than Buyer) any information or data with respect to Company or otherwise relating to an Acquisition Proposal, (c) enter into any agreement, agreement in principle, letter of intent, memorandum of understanding or similar arrangement with respect to an Acquisition Proposal, (d) solicit proxies with respect to an Acquisition Proposal (other than the Merger Agreement) or otherwise encourage or assist any party in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement, or (e) initiate a shareholders' vote or action by consent of Company's shareholders with respect to an Acquisition Proposal.

Section 5. Irrevocable Proxy. Subject to the last sentence of this Section 5, by execution of this Agreement, Shareholder does hereby appoint Buyer with full power of substitution and resubstitution, as Shareholder's true and lawful attorney and irrevocable proxy, to the full extent of Shareholder's rights with respect to the Shares, to vote, if Shareholder is unable to perform his, her or its obligations under this Agreement, each of such Shares that Shareholder shall be entitled to so vote with respect to the matters set forth in Section 1 hereof at any meeting of the shareholders of Company, and at any adjournment or postponement thereof, and in connection with any action of the shareholders of Company taken by written consent. Shareholder intends this proxy to be irrevocable and coupled with an interest hereafter until the termination of this Agreement pursuant to the terms of Section 7 hereof, and hereby revokes any proxy previously granted by Shareholder with respect to the Shares. This irrevocable proxy shall automatically terminate upon the termination of this Agreement.

Section 6. Specific Performance; Remedies; Attorneys' Fees. Shareholder acknowledges that it is a condition to the willingness of Buyer to enter into the Merger Agreement that Shareholder execute and deliver this Agreement and that it will be impossible to measure in money the damage to Buyer if Shareholder fails to comply with the obligations imposed by this Agreement and that, in the event of any such failure, Buyer will not have an adequate remedy at law or in equity. Accordingly, Shareholder agrees that injunctive relief or other equitable remedy is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that Buyer has an adequate remedy at law. Shareholder further agrees that Shareholder will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with Buyer's seeking or obtaining such equitable relief. In addition, after discussing the matter with Shareholder, Buyer shall have the right to inform any third party that Buyer reasonably believes to be, or to be contemplating, participating with Shareholder or receiving from Shareholder assistance in violation of this Agreement, of the terms of this Agreement and of the rights of Buyer hereunder, and that participation by any such persons with Shareholder in activities in violation of Shareholder's agreement with Buyer set forth in this Agreement may give rise to claims by Buyer against such third party.

Section 7. Term of Agreement; Termination. The term of this Agreement shall commence on the date hereof. This Agreement may be terminated at any time prior to consummation of the transactions contemplated by the Merger Agreement by the written agreement of the parties hereto, and shall be automatically terminated upon termination of the Merger Agreement. Upon such termination, no party

shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

Section 8. Entire Agreement; Amendments. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provision hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

Section 9. Severability. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their reasonable best efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes and intents of this Agreement.

Section 10. Capacity as Shareholder. This Agreement shall apply to Shareholder solely in his or her capacity as a shareholder of Company and it shall not apply in any manner to Shareholder in his or her capacity as a director, officer or employee of Company. Nothing contained in this Agreement shall be deemed to apply to, or limit in any manner, the obligations of Shareholder to comply with his or her fiduciary duties as a director or officer of Company, if applicable.

Section 11. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal, substantive laws of the State of Arkansas, without regard for the law or principles of conflict of laws.

Section 12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE 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 AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.

Section 13. Waiver of Appraisal Rights; Further Assurances. Provided that the Merger is consummated in compliance with the terms of the Merger Agreement, that the consideration offered pursuant to the Merger is not less than that specified in the Merger Agreement executed on or about the date hereof, and that this Agreement has not been terminated in accordance with its terms, to the extent permitted by applicable law, Shareholder hereby waives any rights of appraisal or rights to dissent from the Merger or demand fair value for his or her Shares in connection with the Merger, in each case, that Shareholder may have under applicable law. From time to time prior to the termination of this Agreement, at Buyer's request and without further consideration, Shareholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to effect the actions and consummate the transactions contemplated by this Agreement. Shareholder further

agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Buyer, Buyer Bank, Company, Company Bank or any of their respective successors relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement or the consummation of the Merger.

Section 14. Disclosure. Shareholder hereby authorizes Company and Buyer to publish and disclose in any announcement or disclosure required by the Securities and Exchange Commission and in the Proxy Statement-Prospectus such Shareholder's identity and ownership of the Shares and the nature of Shareholder's obligations under this Agreement.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

BANK OF THE OZARKS, INC.

By: _____
Name:
Title:

SHAREHOLDER

_____
Printed or Typed Name of Shareholder

By: _____
Name:
Title:

(*NOTE*: *If Other than an Individual Shareholder, Print or Type Name of Individual Signing the Voting Agreement and Representative Capacity)*

Total Number of Shares of Company Common Stock Subject to this Agreement:

_____

Exhibit B

NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY AND NON-DISPARAGEMENT AGREEMENT

THIS NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY AND NON-DISPARAGEMENT AGREEMENT (this "Agreement") is made as of _____ __, 2014 (the "Effective Date"), by and among Bank of the Ozarks, Inc., an Arkansas corporation ("Buyer") and Ross M. Whipple ("Selling Shareholder"). Capitalized terms used herein that are not otherwise defined shall have the meanings assigned to them in that certain Agreement and Plan of Merger, dated as of _____ ___, 2014, by and among Buyer, Buyer's wholly owned subsidiary, Bank of the Ozarks ("Buyer Bank"), Summit Bancorp, Inc., an Arkansas corporation ("Company"), and Company's wholly owned subsidiary, Summit Bank ("Company Bank") (the "Merger Agreement").

WITNESSETH:

WHEREAS, the Merger Agreement provides for, among other things, the merger of Company with and into Buyer, with Buyer being the surviving entity, and the merger of Company Bank with and into Buyer Bank, with Buyer Bank being the surviving entity, all for good and valuable consideration in the amount and on the terms and conditions provided therein; and

WHEREAS, Selling Shareholder and his Affiliates beneficially own approximately [__ %] of the outstanding common stock of Company, and as a result of the transactions contemplated by the Merger Agreement Selling Shareholder is expected to receive significant consideration in exchange for the shares of Company common stock owned by him and his Affiliates; and

WHEREAS, the parties to this Agreement acknowledge and agree that the banking business of the Company and Company Bank together constitute a valuable statewide banking franchise within and throughout the state of Arkansas, and that the banking business of Buyer and Buyer Bank together constitute a valuable statewide banking franchise within and throughout the state of Arkansas (all such geographical territory being hereinafter referred to as the "Restricted Area");

WHEREAS, as a condition and inducement to Buyer and Buyer Bank to enter into the Merger Agreement, the Selling Shareholder has agreed to enter into this Agreement in accordance with which the Selling Shareholder will, among other things, agree during the Restricted Term, as hereinafter defined, not to disclose Confidential Information, as hereinafter defined, of Company or Company Bank, and will not compete, directly or indirectly, in the Restricted Area, with either Buyer or Buyer Bank, and will not solicit employees of Company, Company Bank, Buyer or Buyer Bank.

NOW, THEREFORE, the parties agree as follows:

Section 1. Consideration. In fair and appropriate consideration of the covenants, obligations and agreements of the Selling Shareholder in this Agreement, the Company agrees to (i) enter into the Merger Agreement and (ii) pay the Selling Shareholder the sum of $81,000.00, payable in one lump sum payment no later than [•] business day(s) following the Closing of the Merger.

Section 2. Covenant Not to Compete. Selling Shareholder agrees that for a period of five (5) years after the Closing Date (the "Restricted Term"), he will not, within the Restricted Area, in one or a series of transactions, own, manage, operate, control, invest or acquire an interest in, or otherwise engage or participate in the business of commercial banking, whether as a proprietor, partner, stockholder, member, lender, director, officer, employee, joint venturer, investor, lessor, supplier, customer, agent,

representative or other participant, within the Restricted Area, in any commercial banking business or other venture which competes, directly or indirectly, with Buyer or Buyer Bank; provided, however, that Selling Shareholder may, directly or indirectly, in one or a series of transactions, own, invest or acquire an interest in up to two percent (2%) of the capital stock of a company whose capital stock is traded publicly. For purposes of this Agreement, (a) "commercial banking" means the business of taking deposits, making secured or unsecured loans or engaging in any substantial activities in support of or related to such business. Furthermore, to the extent that Selling Shareholder is a party thereto, Selling Shareholder acknowledges and agrees that all non-competition covenants, agreements and periods contained in any employment or other agreements with Company, Company Bank or Buyer shall continue in full force and effect and inure to the benefit of Buyer and Buyer Bank after the Closing Date, regardless of the termination of legal existence of Company or Company Bank.

Section 3. Non-Solicitation. Selling Shareholder agrees that during the Restricted Term he will not, and will cause his Affiliates not to, directly or indirectly, solicit, induce or attempt to induce, or cause any individual who, on the date of this Agreement or any time thereafter and prior to the Closing, is an officer, manager or employee of Company, Company Bank or Buyer or Buyer Bank to leave the employ of Company, Company Bank, Buyer or Buyer Bank, or in any way materially interfere with the relationship between Company, Company Bank, Buyer or Buyer Bank, on the one hand, and any such officer, manager or employee, on the other hand. In addition, during the Restricted Term Selling Shareholder shall not induce or attempt to induce any customer, supplier, licensee or other business relation of Company or Company Bank, or of Buyer or Buyer Bank, to cease doing business with Buyer or Buyer Bank, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and Buyer or Buyer Bank.

Section 4. Confidentiality. Selling Shareholder acknowledges that he, his Affiliates and his representatives have or may have access to Confidential Information and that such Confidential Information does and will constitute valuable, special and unique property of Buyer from and after the Closing Date. Selling Shareholder agrees that during the Restricted Term, he will not, directly or indirectly, and will cause his Affiliates not to, disclose, reveal, divulge or communicate to any Person other than Buyer and its Affiliates and its and their representatives, or use or otherwise exploit for his or their own benefit or for the benefit of anyone other than Buyer and its Affiliates and its and their representatives any Confidential Information. For purposes of this Section 4, "Confidential Information" shall mean any facts, data or information, whether oral or written, and in whatever medium, including electronic or digital format, (a) disclosed to Selling Stockholder or of which Selling Stockholder became aware as a consequence of his relationship with Company or Company Bank; (b) having value to Company or Company Bank; and (c) not generally known to competitors of Company Bank or Buyer Bank, including but not limited to methods of operation, prices, pricing strategies, costs, plans, designs, technology, inventions, trade secrets, know-how, software, marketing methods and strategies, policies, plans, personnel, suppliers, competitors, customers, customer data, market data and other specialized information or proprietary information; *provided*, that Confidential Information does not include data or information that has been voluntarily disclosed to the public by Company or Company Bank prior to the date of the Merger Agreement or with the express written consent of Buyer after such date, or has otherwise entered into the public domain through lawful means.

Section 5. Non-Disparagement. During and after the Restricted Term, Selling Shareholder agrees that he will not, and will cause his Affiliates not to, make any false, defamatory or disparaging statements about Buyer or Buyer Bank, any of their respective Affiliates or the banking business of Buyer.

Section 6. Amendment and Waiver. This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon the

parties hereto only if such amendment or waiver is set forth in a writing executed by Buyer and Selling Shareholder. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

Section 7. Notices. All notices, demands and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail, return receipt requested, or delivered by express courier service or telecopy transmission, electronic delivery confirmed (with hard copy to follow). Notices, demands and communications to Selling Shareholder and Buyer shall, unless another address is specified in writing, be sent to the address or facsimile number indicated below:

Notices to Selling Shareholder:

Notices to Buyer or Buyer Bank:

Bank of the Ozarks, Inc.
17901 Chenal Parkway
Little Rock, Arkansas 72209
Attention: Chief Executive Officer
Facsimile: (501) 978-2205

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

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201
Attention: H. Watt Gregory, III
Facsimile: (501) 975-3001

Section 8. Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, that, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by the Selling Shareholder without the prior written consent of Buyer. Without the prior written consent of the Selling Shareholder, Buyer and its assigns may at any time, in its or their sole discretion, assign, in whole or in part its rights and obligations pursuant to this Agreement to any other Person.

Section 9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 10. Construction. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against either party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

Section 11. Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced

and construed as if no caption had been used in this Agreement.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Section 13. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Arkansas, without giving effect to any choice of law or conflict of law provision (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arkansas.

Section 14. 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 PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES 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 BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) 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, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.

Section 15. Specific Performance. Selling Shareholder acknowledges that in the event of a breach by him of this Agreement, money damages may be inadequate and Buyer may have no adequate remedy at law. Accordingly, Selling Shareholder agrees that Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the Selling Shareholder's obligations under this Agreement not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without the posting of bond or other security or any requirement to prove damages). If any such action is brought by Buyer to enforce this Agreement, Selling Shareholder hereby waives the defense that there is an adequate remedy at law.

Section 16. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter covered hereby, and shall supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way and shall not be amended or waived except in a writing signed by the parties hereto.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

BANK OF THE OZARKS, INC.

By:_____
Name:
Its:

SELLING SHAREHOLDER:

_____
Name: Ross M. Whipple

Attachment 2

CERTIFICATE

I, Donna Quandt, Corporate Secretary of Bank of the Ozarks, Inc. and Bank of the Ozarks hereby certify the attached are true and correct copies of the Resolutions approved by the Board of Directors of Bank of the Ozarks, Inc. and its subsidiary at the board meeting held on January 29, 2014.

Dated: January 29, 2014

Donna Quandt, Executive Vice President/Corporate Secretary

BANK OF THE OZARKS, INC.

Resolutions of the Board of Directors
January 29, 2014

Summit Bancorp, Inc. and Summit Bank Merger

WHEREAS, Bank of the Ozarks, Inc., an Arkansas corporation (the "Corporation") and Bank of the Ozarks, an Arkansas state banking corporation and the Corporation's wholly-owned subsidiary (the "Bank"), are considering entering into a definitive merger agreement substantially in the form attached hereto as Exhibit A (the "Merger Agreement") with Summit Bancorp, Inc., an Arkansas corporation ("Summit") and Summit Bank, an Arkansas state banking corporation and wholly-owned subsidiary of Summit ("Summit Bank"), pursuant to which (i) the Corporation would acquire Summit in a merger transaction in which Summit would be merged with and into the Corporation, with the Corporation being the surviving entity (the "Merger") and under which Merger Agreement the shareholders of Summit would receive a combination of cash and registered shares of the Corporation's common stock, $0.01 par value per share ("Common Stock") equal to the total acquisition consideration of $216,000,000, which amount may be subject to certain downward adjustments based on certain circumstances as set forth in the Merger Agreement ("Merger Consideration") and (ii) Summit Bank would merge with and into the Bank, with the Bank as the surviving entity (the "Bank Merger" and together with the Merger, the "Mergers") (all such transactions collectively referred to herein as the "Transaction");

WHEREAS, the Board of Directors of the Corporation has had an opportunity to review and has reviewed and discussed the principal terms and conditions of the Merger Agreement as negotiated on behalf of the Corporation by its duly authorized officers and presented to the Board of Directors and the Board of Directors has had an opportunity to ask questions regarding the Transaction; and

WHEREAS, the Board of Directors of the Corporation, in the exercise of its business judgment and duties and based upon all the factors considered in connection with the approval of these resolutions and the presentations and advice of management to the Board of Directors in connection with the Transaction, has found and determined that it is advisable and in the best interests of the Corporation and its shareholders to consummate the Transaction in accordance with the principal terms and conditions of the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation hereby approves the Mergers, including the Merger Consideration and adopts the Merger Agreement, including all exhibits and schedules thereto, and approves the Transaction, and such other related transactions contemplated by the Merger Agreement, in each case, on the terms and provisions set forth in the Merger Agreement, in substantially the form negotiated by the officers of the Corporation, with such changes therein, if any, prior to execution of the Merger Agreement as may be approved by any of the Authorized Officers (as defined below);

FURTHER RESOLVED, that George G. Gleason (Chairman and Chief Executive Officer), Tyler Vance (Chief Operating Officer and Chief Banking Officer), Dennis James (Director of Mergers and Acquisitions) and Greg McKinney (Chief Financial Officer and Chief Accounting Officer) (each an "Authorized Officer" and collectively, "Authorized Officers") be, and each of them hereby is, authorized and empowered to execute and deliver the Merger Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Corporation with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his approval of any such additions, deletions or changes);

FURTHER RESOLVED, that the Authorized Officers, and each or any of them be, and hereby is, authorized and directed to fulfill the Corporation's obligations and to exercise the Corporation's rights under the Merger Agreement, including but not limited to, causing the Corporation to complete the Merger and the Bank to complete the Bank Merger, and to take all such action as such Authorized Officer shall deem necessary, appropriate or advisable to consummate the Mergers and the Transaction on the terms hereby approved, including but not limited to the execution and delivery of the Merger Agreement, including any exhibits or schedules thereto, as applicable, any written consents or actions to be taken by the Corporation as the sole shareholder of the Bank, any certificates or articles of merger and the plan of bank merger, together with any other agreement, certificate, instrument or other document required to be executed in connection with the consummation of the Mergers, the Transaction or any other transactions contemplated by the Merger Agreement;

FURTHER RESOLVED, that the Authorized Officers, and each or any of them be, and hereby is, authorized and empowered to prepare, execute and file such governmental filings as may be necessary or required by law in connection with the Merger, including, but not limited to, the filing of any articles of merger with the Secretary of State of Arkansas and the articles of bank merger with the Arkansas State Bank Department; and

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by the Merger Agreement, the Transaction or any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

Registration Statement

WHEREAS, in connection with the execution of the Merger Agreement and the issuance of the Corporation's Common Stock to the holders of Summit's common stock upon consummation of the Merger, the Corporation will be required to file a registration statement (the "Registration Statement") with the Securities and Exchange Commission (the "SEC")

covering the Common Stock expected to be issued to the holders of Summit's common stock in a public offering in accordance with the terms of the Merger agreement (the "Offering").

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves and authorizes the Authorized Officers, and each and any of them, to execute and file on behalf of the Corporation the Registration Statement on Form S-4 under the Securities Act of 1933, as amended (the "Securities Act"), and any other federal and state securities registration statements or qualifications, as applicable, and such additional listing applications with any securities exchange or quotation system as any Authorized Officer deems necessary or advisable in connection with the Offering, and such Registration Statement shall register all shares of Common Stock to be issued in connection with the Merger;

FURTHER RESOLVED, that the Corporation's Chief Financial Officer be named in the Registration Statement filed under the Securities Act, as the Corporation's "Agent for Service", and that the Agent for Service be and hereby is authorized and designated to act on behalf of the Corporation as its Agent for Service for the matters relating to such Registration Statement with the powers enumerated in the rules and regulations of the SEC under the Securities Act;

FURTHER RESOLVED, that the Authorized Officers shall each be and they hereby are authorized, empowered and directed to prepare or cause to be prepared, to execute in the name and on behalf of the Corporation and to cause to be filed with the SEC such amendments and supplements (including post-effective amendments and supplements) to the Registration Statement or any prospectus included therein as are deemed necessary or advisable in order that the Registration Statement shall become and remain effective under the Securities Act, in accordance with the requirements of the Merger Agreement and the rules and regulations of the SEC under the Securities Act;

FURTHER RESOLVED, that the Authorized Officers shall each be and they hereby are authorized, empowered and directed to select and work with legal counsel, accountants, consultants, printers, transfer agents or other professionals, vendors or service providers as such Authorized Officers shall deem necessary and desirable in connection with the efficient and cost effective completion of the Offering, to enter into negotiations with such selected providers for such goods or services and to execute on behalf of the Corporation such agreements as such officer shall deem appropriate, necessary and in the best interests of the Corporation;

FURTHER RESOLVED, that the Authorized Officers shall each be and they hereby are authorized, empowered and directed to do all such acts and things as may be necessary on the part of the Corporation to carry out the spirit and purpose of these resolutions to reflect the actions taken by these resolutions and to execute, acknowledge and file in the name and on behalf of the Corporation such instruments and documents as may be necessary or advisable, in order to carry out the purposes of these resolutions; and

FURTHER RESOLVED, that in connection with the immediately preceding resolutions, the Board of Directors hereby adopts and makes a part of these resolutions as if fully recited herein any prescribed forms of resolutions or consents as may be required or specified by any of

the states in the United States in connection with the registration or qualification therein of the shares of Common Stock.

Issuance and Listing of Common Stock

RESOLVED, that, upon and after the effective date of the Merger, the Corporation shall issue and deliver from time to time a number of its authorized but unissued shares of Common Stock, and that, upon issuance, the foregoing shares of Common Stock shall, for all purposes, be deemed to be duly authorized, validly issued, fully paid and nonassessable, and that the Authorized Officers be, and each of them hereby is, authorized and directed to take all such action as may be necessary or appropriate to carry out the issuance and delivery of the certificates that represent such shares of Common Stock in cooperation with the Corporation's Transfer Agent; and

FURTHER RESOLVED, that the listing of the Common Stock to be issued and delivered in connection with the Merger on the Nasdaq Global Select Market ("Nasdaq") be, and it hereby is, authorized and approved and that the Authorized Officers be, and each of them hereby is, authorized and directed to prepare or cause to be prepared, execute and file or cause to be filed with Nasdaq, if applicable, (i) a listing of additional shares for the listing (upon official notice of issuance) of the Corporation's Common Stock to be issued or delivered in connection with the Merger and (ii) a notification for change in the number of shares outstanding of the Corporation following the Merger; and that the Authorized Officers shall each be, and they hereby are, authorized and directed to prepare, execute and file with Nasdaq, if applicable, the foregoing listing application and notification for change in the number of shares outstanding and any and all amendments thereto that any such officer shall deem necessary or appropriate, and to take all such further action and to execute and deliver all such further documents in connection with the processing thereof and the listing of the Common Stock, as is necessary or appropriate in connection therewith.

Regulatory Filings

FURTHER RESOLVED, that, in order for the Corporation to comply with all applicable requirements of the Bank Holding Company Act of 1956, as amended, and the rules and regulations thereunder, including, but not limited to the rules, regulations, policies, instructions and orders of the Board of Governors of the Federal Reserve System (collectively, the "BHCA") and the Federal Deposit Insurance Corporation acting under the Federal Deposit Insurance Act and related laws and regulations (collectively, the "FDIA"), the Authorized Officers, be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, to take all such actions as such officer or officers shall deem necessary or appropriate in order to comply with the BHCA and the FDIA, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, with the assistance of counsel or outside consultants, as necessary, to prepare, execute, deliver and file, or cause to be prepared, executed, delivered and filed, all reports, statements, applications, documents and information required to be filed by the Corporation pursuant to the BHCA and the FDIA; and

FURTHER RESOLVED, that, in order for the Corporation to comply with all applicable rules, regulations, policies, instructions, orders and other requirements of any governing state banking regulatory authority in any state where the Corporation or its subsidiary Bank conduct the business of banking (collectively, the "State Banking Law Requirements"), that the Authorized Officers, be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, to take all such actions as such officer or officers shall deem necessary or appropriate in order to comply with State Banking Law Requirements, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, with the assistance of counsel or outside consultants, as necessary, to prepare, execute, deliver and file, or cause to be prepared, executed, delivered and filed, all reports, statements, applications, documents and information required to be filed by the Corporation pursuant to State Banking Law Requirements.

Appointment of Exchange Agent

WHEREAS, the Corporation is required to appoint an exchange agent (the "Exchange Agent") under the Merger Agreement hereinabove identified to facilitate the transactions contemplated by the Merger Agreement; and

WHEREAS, the Corporation desires to appoint the Bank acting through its Trust and Wealth Management Division, to act in the capacity of Exchange Agent in connection with the Transaction.

NOW, THEREFORE, BE IT RESOLVED, that Bank of the Ozarks Trust and Wealth Management Division is hereby appointed as Exchange Agent in connection with the Transaction, such appointment to continue for such term as may be determined by the Corporation and the Bank;

FURTHER RESOLVED, that the Exchange Agent is authorized and directed to open and maintain such ledgers and other books and to keep such records as may be required or deemed advisable in the performance of its agency; and

FURTHER RESOLVED, that the Corporation and the Exchange Agent are authorized to enter into an Exchange Agent Agreement in such form and bearing such terms and conditions as shall be agreed to between the Exchange Agent and the Corporation, to carry out the duties and responsibilities of the Exchange Agent as set forth in the Merger Agreement.

General Authorizations

FURTHER RESOLVED, that the Authorized Officers of the Corporation be, and each of them hereby is, authorized to take or cause to be taken, in the name and on behalf of the Corporation, all such further actions and to prepare, execute and deliver or cause to be prepared executed and delivered, in the name and on behalf of the Corporation, all such other agreements, documents and instruments in such form as is necessary to comply with the laws of the State of Arkansas, any State Banking Law Requirement, the FDIA, BHCA, the Securities Act, the rules and regulations of the SEC, or other applicable laws, and to incur and pay all such fees and

expenses (including, without limitation, any filing fees and any fees and expenses of the Corporation's legal counsel, financial advisor and any other agents engaged in connection with the transactions contemplated herein) as such Authorized Officer shall deem necessary or appropriate in order to consummate the transactions contemplated by the Merger Agreement and related transactions contemplated by these resolutions and to carry out fully the purposes and intent of the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by any of the Authorized Officers of the Corporation in connection with the transactions contemplated by these resolutions be, and the same hereby are, approved, adopted, ratified and confirmed in all respects.

[End of Resolutions of the Board of Directors]

BANK OF THE OZARKS

Resolutions of the Board of Directors
January 29, 2014

Summit Bancorp, Inc. and Summit Bank Merger

WHEREAS, Bank of the Ozarks, Inc., an Arkansas corporation (the "Corporation") and Bank of the Ozarks, an Arkansas state banking corporation and the Corporation's wholly-owned subsidiary (the "Bank"), are considering entering into a definitive merger agreement substantially in the form attached hereto as Exhibit A (the "Merger Agreement") with Summit Bancorp, Inc., an Arkansas corporation ("Summit") and Summit Bank, an Arkansas state banking corporation and wholly-owned subsidiary of Summit ("Summit Bank"), pursuant to which (i) the Corporation would acquire Summit in a merger transaction in which Summit would be merged with and into the Corporation, with the Corporation being the surviving entity (the "Merger") and under which Merger Agreement the shareholders of Summit would receive a combination of cash and registered shares of the Corporation's common stock, $0.01 par value per share ("Common Stock") equal to the total acquisition consideration of $216,000,000, which amount may be subject to certain downward adjustments based on certain circumstances as set forth in the Merger Agreement ("Merger Consideration") and (ii) Summit Bank would merge with and into the Bank, with the Bank as the surviving entity (the "Bank Merger" and together with the Merger, the "Mergers") (all such transactions collectively referred to herein as the "Transaction");

WHEREAS, the Board of Directors of the Bank has had an opportunity to review and has reviewed and discussed the principal terms and conditions of the Merger Agreement as negotiated on behalf of the Corporation and the Bank by their duly authorized officers and presented to the Board of Directors and the Board of Directors has had an opportunity to ask questions regarding the Transaction; and

WHEREAS, the Board of Directors of the Bank, in the exercise of its business judgment and duties and based upon all the factors considered in connection with the approval of these resolutions and the presentations and advice of management to the Board of Directors in connection with the Transaction, has found and determined that it is advisable and in the best interests of the Bank to consummate the Transaction in accordance with the principal terms and conditions of the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Bank hereby approves the Bank Merger and approves and adopts and the Merger Agreement, *including all exhibits and schedules thereto, and approves the Transaction, and such other related* transactions contemplated by the Merger Agreement, in each case, on the terms and provisions set forth in the Merger Agreement, in substantially the form negotiated by the officers of the Corporation and the Bank, with such changes therein, if any, prior to execution of the Merger Agreement as may be approved by any of the Authorized Officers (as defined below) and, if required to be approved by the Bank's sole shareholder, hereby recommend that such shareholder approve the Transaction;

FURTHER RESOLVED, that George G. Gleason (Chairman and Chief Executive Officer), Tyler Vance (Chief Operating Officer and Chief Banking Officer), Dennis James (Director of Mergers and Acquisitions) and Greg McKinney (Chief Financial Officer and Chief Accounting Officer) (each an "Authorized Officer" and collectively, "Authorized Officers") be, and each of them hereby is, authorized and empowered to execute and deliver the Merger Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Bank with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his approval of any such additions, deletions or changes);

FURTHER RESOLVED, that the Authorized Officers, and each or any of them be, and hereby is, authorized and directed to fulfill the Bank's obligations and to exercise the Bank's rights under the Merger Agreement, and to take all such action as such Authorized Officer shall deem necessary, appropriate or advisable to consummate the Mergers and the Transaction on the terms hereby approved, including but not limited to, the execution and delivery of the Merger Agreement and a plan of bank merger between the Bank and Summit Bank, including any exhibits or schedules thereto, as applicable, and the preparation, execution and filing of any certificates or articles of bank merger, together with any other agreement, certificate, instrument or other document required to be executed and/or filed in connection with the consummation of the Mergers, the Transaction or any other transactions contemplated by the Merger Agreement; and

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by the Merger Agreement, the Transaction or any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

Regulatory Filings

FURTHER RESOLVED, that, in order for the Bank to comply with all requirements under applicable laws or regulations of any cognizant federal financial regulatory authority ("Applicable Federal Regulatory Requirements"), the Authorized Officers shall each be, and they hereby are, authorized and directed, in the name and on behalf of the Bank, to take all such actions as such officer or officers shall deem necessary or appropriate in order to comply with the Applicable Federal Regulatory Requirements, and each of them hereby is, authorized and directed, in the name and on behalf of the Bank, with the assistance of counsel or outside consultants, as necessary, to prepare, execute, deliver and file, or cause to be prepared, executed, delivered and filed, all reports, statements, applications, documents and information required to be filed by the Bank pursuant to Applicable Federal Regulatory Requirements; and

FURTHER RESOLVED, that, in order for the Bank to comply with all applicable rules, regulations, policies, instructions, orders and other requirements of any governing state banking regulatory authority in any state where the Bank conducts the business of banking ("State Banking Law Requirements"), that the Authorized Officers shall each be, and they hereby are, authorized and directed, in the name and on behalf of the Bank, to take all such actions as such officer or officers shall deem necessary or appropriate in order to comply with State Banking Law Requirements, and each of them hereby is, authorized and directed, in the name and on behalf of the Bank, with the assistance of counsel and outside consultants, as necessary, to prepare, execute, deliver and file, or cause to be prepared, executed, delivered and filed, all reports, statements, applications, documents and information required to be filed by the Bank pursuant to State Banking Law Requirements.

Appointment of Exchange Agent

WHEREAS, the Corporation is required to appoint an exchange agent (the "Exchange Agent") under the Merger Agreement hereinabove identified to facilitate the transactions contemplated by the Merger Agreement; and

WHEREAS, the Corporation desires to appoint the Bank acting through its Trust and Wealth Management Division, to act in the capacity of Exchange Agent in connection with the Transaction.

NOW, THEREFORE, BE IT RESOLVED, that Bank hereby accepts the appointment of Bank of the Ozarks Trust and Wealth Management Division by the Corporation as the Corporation's Exchange Agent in connection with the Transaction, such appointment to continue for such term as may be determined by the Corporation and the Bank;

FURTHER RESOLVED, that Bank of the Ozarks Trust and Wealth Management Division acting as Exchange Agent is authorized to enter into an Exchange Agent Agreement in such form and bearing such terms and conditions as shall be agreed to between the Exchange Agent and the Corporation, to carry out the duties and responsibilities of the Exchange Agent as set forth in the Merger Agreement; and

FURTHER RESOLVED, that the Authorized Officers shall each be and they hereby are authorized, empowered and directed to do all such acts and things as may be necessary on the part of the Bank to carry out the spirit and purpose of these resolutions to reflect the actions taken by these resolutions and to execute, acknowledge and file in the name and on behalf of the Bank such instruments and documents as may be necessary or advisable, in order to carry out the purposes of these resolutions.

General Authorizations

FURTHER RESOLVED, that the Authorized Officers of the Bank be, and each of them hereby is, authorized to take or cause to be taken, in the name and on behalf of the Bank, all such further actions and to prepare, execute and deliver or cause to be prepared executed and delivered, in the name and on behalf of the Bank, all such other agreements, documents and

instruments in such form as is necessary to comply with the laws of the State of Arkansas or other applicable laws, and to incur and pay all such fees and expenses (including, without limitation, any filing fees and any fees and expenses of the Bank's legal counsel, financial advisor and any other agents engaged in connection with the transactions contemplated herein) as such Authorized Officer shall deem necessary or appropriate in order to consummate the transactions contemplated by the Merger Agreement and related transactions contemplated by these resolutions and to carry out fully the purposes and intent of the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by any of the Authorized Officers of the Bank in connection with the transactions contemplated by these resolutions be, and the same hereby are, approved, adopted, ratified and confirmed in all respects.

[End of Resolutions of the Board of Directors of the Bank]

CERTIFICATE

The attached executed minutes were taken at a meeting duly called and held on January 29, 2014.

John A. Bryant, Secretary

MINUTES

BOARD OF DIRECTORS MEETING
SUMMIT BANCORP, INC.

A meeting of the board of directors of Summit Bancorp, Inc. was held Wednesday, January 29, 2014, at 10:30 a.m., at the Ross Foundation, Arkadelphia, Arkansas, pursuant to notice to all directors and in accordance with the bylaws.

Ross M. Whipple, Chairman, called the meeting to order. Directors attending the meeting were: Rodney Bobo, Elton Buck, Steve DeMott, Mike Duke, Ben Elrod, Joe Keith, Mike Lax, Jim McAdams, Marc McCain, Ned Purtle and Ross Whipple representing a quorum. Also attending were Brent Black, John Bryant, Drew Harper and Donna Merriweather.

Also attending the meeting were Jay Brogdon, Jay Staley and Robert Ulrey from Stephens Inc. ("Stephens"), Summit Bancorp's financial advisor in the proposed merger.

Garland Binns with the law firm Dover, Dixon and Horne participated by telephone and advised the Directors regarding their fiduciary duties with regard to the matters before the Board.

Stephens reviewed a summary of the financial terms of the Agreement and Plan of Merger by and among Bank of the Ozarks, Inc., Bank of the Ozarks, Summit Bancorp, Inc. and Summit Bank (the "Agreement"). Robert Ulrey discussed Stephens' fairness opinion and that subject to the assumptions and qualifications stated in the opinion letter, in Stephens' opinion the consideration to be received by the disinterested shareholders of Summit Bancorp, Inc. in the transaction is fair to them from a financial point of view. A copy of the Agreement and Stephens' fairness opinion are made a part of the minutes of this meeting and filed in a supplemental file.

On a motion duly made by Ned Purtle and seconded by Steve DeMott, the resolution was unanimously approved as follows:

RESOLVED, that the Agreement and Plan of Merger among Bank of the Ozarks, Inc., Bank of the Ozarks, Summit Bancorp, Inc. and Summit Bank (the "Agreement") be and hereby is approved.

On a motion duly made by Mike Duke and seconded by Rodney Bobo, the resolutions were unanimously approved as follows:

FURTHER RESOLVED, that the Board of directors has (i) determined that the Agreement and the business combination and related transactions contemplated thereby are in the best interests of the corporation and its shareholders, (ii) determined that the Agreement and the transactions contemplated thereby are consistent with and in furtherance of its respective business strategies and (iii) recommends the Agreement to its shareholders for their approval.

FURTHER RESOLVED, that officers and directors of Summit Bancorp, Inc. are hereby authorized to do and perform such further acts and things as may be necessary to give effect to the purpose of these resolutions.

On a motion duly made by Mike Lax and seconded by Jim McAdams, the resolutions were unanimously approved as follows:

FURTHER RESOLVED, that the Summit Bancorp, Inc. 401(k) Profit Sharing Plan is amended pursuant to the terms of the attached resolution to allow "in kind" distributions.

FURTHER RESOLVED, that Summit Bancorp, Inc. stock is no longer an investment election alternative pursuant to the terms of the Summit Bancorp, Inc. 401(k) Profit Sharing Plan as evidenced by the attached resolution.

There being no further business to come before the meeting of the Board of Directors, upon motion duly made and seconded, the meeting was adjourned.

Ross M. Whipple, Chairman

ATTEST:

John A. Bryant, Secretary

CORPORATE RESOLUTION OF SUMMIT BANCORP, INC.

The undersigned Secretary of Summit Bancorp, Inc. (hereinafter referred to as the "Corporation") hereby certifies that the following resolutions were duly adopted by the Board of Directors of the Corporation on January 29, 2014, and that such resolutions have not been modified or rescinded as of the date hereof:

WHEREAS, the Summit Bancorp, Inc. 401(k) Profit Sharing Plan, (hereinafter referred to as the "Plan") was established effective November 1, 2001; and

WHEREAS, Summit Bancorp, Inc. desires to amend its Plan; and

WHEREAS, the Board of Directors of the Corporation met on January 29, 2014, and formally agreed to disallow any further contributions or transfers of assets into the Summit Bancorp, Inc. Stock investment option on a prospective basis beginning on March 5, 2014.

NOW, THEREFORE, BE IT RESOLVED, that thru the actions of the Board of Directors of the Corporation on January 29, 2014, that the Summit Bancorp, Inc. 401(k) Profit Sharing Plan should disallow on a prospective basis any further contributions or transfers of assets into the Summit Bancorp, Inc. Stock investment option, with such implementation date to be March 5, 2014.

IN WITNESS WHEREOF, this Resolution has been executed this 29 day of January, 2014.

Signature, Secretary of Summit Bancorp, Inc.

John A. Bryant

Printed Name, Secretary of Summit Bancorp, Inc.

SUMMIT BANK CORPORATE SEAL 1996 STATE OF ARKANSAS

CERTIFICATE

The attached executed minutes were taken at a meeting duly called and held on January 29, 2014.

John A. Bryant, Secretary

MINUTES OF THE MEETING
OF THE
BOARD OF DIRECTORS OF

SUMMIT BANK

A meeting of the board of directors of Summit Bank was held at the Ross Foundation office, Arkadelphia, Arkansas at 10:00 a.m., on January 29, 2014, pursuant to notice to all directors in accordance with the bylaws.

The Chairman, Ross M. Whipple, discussed the Agreement and Plan of Merger by and among Bank of the Ozarks, Inc., Bank of the Ozarks, Summit Bancorp, Inc. and Summit Bank.

On motion duly made by Ned Purtle, and seconded by Steve DeMott, resolutions were unanimously approved as follows:

RESOLVED, that the Agreement and Plan of Merger among Bank of the Ozarks, Inc., Bank of the Ozarks, Summit Bancorp, Inc. and Summit Bank (the "Agreement") be and hereby is approved.

FURTHER RESOLVED, that the Board of directors has (i) determined that the Agreement and the business combination and related transactions contemplated thereby are in the best interests of the bank and its sole shareholder, (ii) determined that the Agreement and the transactions contemplated thereby are consistent with and in furtherance of its respective business strategies and (iii) recommends the Agreement to its sole shareholder for approval.

FURTHER RESOLVED, that officers and directors of Summit Bank are hereby authorized to do and perform such further acts and things as may be necessary to give effect to the purpose of these resolutions.

There being no further business to come before the meeting of the Board of Directors, upon motion duly made and seconded, the meeting was adjourned.

Ross M. Whipple, Chairman

ATTEST:

John A. Bryant, Secretary

SUMMIT BANK CORPORATE SEAL 1996 STATE OF ARKANSAS

MEMORANDUM OF CONSENT TO INFORMAL ACTION
OF
THE SOLE SHAREHOLDER
OF
BANK OF THE OZARKS
January 30, 2014

This Memorandum of Consent to Informal Action by Bank of the Ozarks, Inc., an Arkansas corporation (the "Parent") and the sole shareholder of Bank of the Ozarks, an Arkansas state banking corporation (the "Bank"), is made effective as of the 30th day of January, 2014:

WHEREAS, on January 29, 2014, at a joint meeting of the boards of directors of the Bank and the Parent, such directors approved an Agreement and Plan of Merger (the "Plan of Merger") by and among the Parent, the Bank, Summit Bancorp, Inc., an Arkansas corporation ("Summit") and Summit's wholly-owned bank subsidiary, Summit Bank, an Arkansas state banking corporation ("Summit Bank");

WHEREAS, at such meeting, such directors determined it to be in the best interests of the Bank to merge with Summit Bank (the "Bank Merger"), with the Bank to be the surviving entity in the Bank Merger;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned acknowledges receipt of a copy of the Plan of Merger that will effect the Bank Merger and waives notice thereof under all applicable statutes; and

FURTHER RESOLVED, that the Plan of Merger is hereby approved and adopted, and the execution of the Plan of Merger on behalf of the Bank and all other acts and deeds done or to be done by the directors and officers of the Bank as necessary to consummate and carry out the merger of the Bank and Summit Bank as contemplated by the Plan of Merger are hereby authorized, adopted, ratified, confirmed and approved.

BANK OF THE OZARKS, INC.,
sole shareholder of Bank of the Ozarks

By _____
Dennis James, Director of Mergers and Acquisitions

MEMORANDUM OF CONSENT TO INFORMAL ACTION
OF
THE SOLE SHAREHOLDER
OF
SUMMIT BANK
January 30, 2014

This Memorandum of Consent to Informal Action by Summit Bancorp, Inc., an Arkansas corporation ("Parent") as the sole shareholder of Summit Bank, an Arkansas state banking corporation ("Bank"), is made effective as of the 30th day of January, 2014:

WHEREAS, on January 29, 2014, at a joint meeting of the boards of directors of the Bank and the Parent, such directors approved an Agreement and Plan of Merger (the "Plan of Merger") by and among Bank of the Ozarks, Inc., an Arkansas corporation ("Ozark"), Bank of the Ozarks, an Arkansas state banking corporation ("Ozark Bank"), Parent and Bank;

WHEREAS, at such meeting, such directors determined it to be in the best interests of the Bank to merge with Ozark Bank (the "Bank Merger"), with Ozark Bank to be the surviving entity in the Bank Merger;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned acknowledges receipt of a copy of the Plan of Merger that will effect the Bank Merger and waives notice thereof under all applicable statutes; and

FURTHER RESOLVED, that the Plan of Merger is hereby approved and adopted, and the execution of the Plan of Merger on behalf of the Bank and all other acts and deeds done or to be done by the directors and officers of the Bank as necessary to consummate and carry out the merger of the Bank and Ozark Bank as contemplated by the Plan of Merger are hereby authorized, adopted, ratified, confirmed and approved.

SUMMIT BANCORP, INC.

sole shareholder of Summit Bank

By _____
Ross M. Whipple
Chairman & CEO

Attachment 3

CERTIFICATION

I, Dennis James, Director of Mergers & Acquisitions of Bank of the Ozarks, Inc. hereby certify that Bank of the Ozarks, Inc. meets the requirements for expedited processing under §225.14(c) of Regulation Y with regard to its' proposed acquisition of Summit Bancorp, Inc.

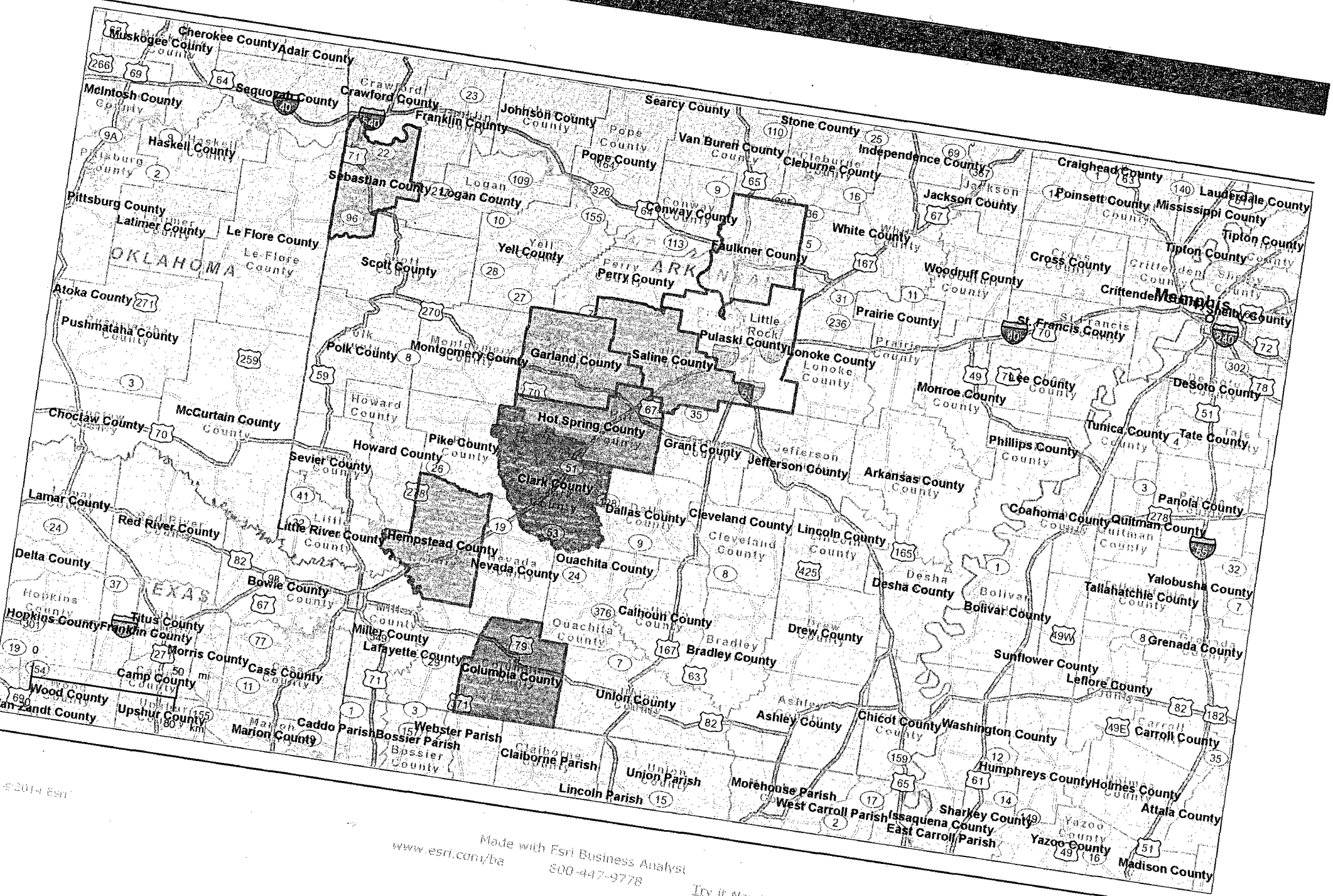
Dennis James
Director of Mergers & Acquisitions

February 11, 2014
Date

Attachment 4

esri

Summit Bank Markets



January 30, 2014

Attachment 5

Notice of Notification for
Acquisition of Summit Bancorp, Inc. by
Bank of the Ozarks, Inc.

Bank of the Ozarks, Inc., 17901 Chenal Parkway, P.O. Box 8811, Little Rock, Pulaski County, Arkansas 72223, intends to apply to the Federal Reserve Board for permission to acquire Summit Bancorp, Inc., 409 Main Street, Arkadelphia, Clark County, Arkansas 71923. We intend to acquire control of Summit Bank, 409 Main Street, Arkadelphia, Clark County, Arkansas 71923. The Federal Reserve System considers a number of factors in deciding whether to approve the notification, including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this notification to the Federal Reserve Bank of St. Louis, P.O. Box 442, St Louis, Missouri 63166. The comment period will not end before March 20, 2014 and may be somewhat longer. The Board's procedures for processing notifications may be found at 12 C.F.R. Part 262. Procedures for processing protested notifications may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application, contact the Community Development Officer at the Federal Reserve Bank of St. Louis, Yvonne S. Sparks, (314) 444-8650. The Federal Reserve System will consider your comments and any request for a public meeting or formal hearing on the notification if they are received by the Reserve Bank on or before the last date of the comment period.

Attachment 6

CASSIDI™

Competitive Analysis and Structure Source Instrument for Depository Institutions
Federal Reserve Bank of St. Louis

Hot Springs, AR Banking Market HHI Deposit Analysis*
(For Commercial Bank and Thrift Organizations)

Run Date: January 29, 2014
Market Number: 5110

Total Organizations:	14
Total Banking Organizations:	14
Total Thrift Organizations:	0

Herfindahl-Hirschman Index	
HHI Unweighted Deposits	1227
HHI Weighted Deposits	1227

						Unweighted			Weighted ***		
RSSDID	Type	Branches	Name	City	State	Deposits**	Rank	%	Deposits	Rank	%
2618388	**BHC**	**9**	**SUMMIT BANCORP, INC.**	**ARKADELPHIA**	**AR**	**452.696**	**1**	**20.71**	**452.696**	**1**	**20.71**
2505787	BANK	9	Summit Bank	ARKADELPHIA	AR	452.696			452.696		
3242838	**BHC**	**8**	**REGIONS FINANCIAL CORPORATION**	**BIRMINGHAM**	**AL**	**413.624**	**2**	**18.92**	**413.624**	**2**	**18.92**
233031	BANK	8	Regions Bank	BIRMINGHAM	AL	413.624			413.624		
1099980	**BHC**	**8**	**MNB BANCSHARES, INC.**	**MALVERN**	**AR**	**251.769**	**3**	**11.52**	**251.769**	**3**	**11.52**
906241	BANK	8	Malvern National Bank, The	MALVERN	AR	251.769			251.769		
1095674	**BHC**	**6**	**ARVEST BANK GROUP, INC.**	**BENTONVILLE**	**AR**	**248.334**	**4**	**11.36**	**248.334**	**4**	**11.36**
311845	BANK	6	Arvest Bank	FAYETTEVILLE	AR	248.334			248.334		
1119794	**BHC**	**8**	**U.S. BANCORP**	**MINNEAPOLIS**	**MN**	**168.967**	**5**	**7.73**	**168.967**	**5**	**7.73**
504713	BANK	8	U.S. Bank National Association	CINCINNATI	OH	168.967			168.967		
1094828	**BHC**	**4**	**SIMMONS FIRST NATIONAL CORPORATION**	**PINE BLUFF**	**AR**	**131.197**	**6**	**6.00**	**131.197**	**6**	**6.00**
2571081	BANK	4	Simmons First Bank of Hot Springs	HOT SPRINGS	AR	131.197			131.197		
1426755	**BHC**	**5**	**FIRST NATIONAL SECURITY COMPANY**	**HOT SPRINGS**	**AR**	**97.998**	**7**	**4.48**	**97.998**	**7**	**4.48**
324649	BANK	5	First National Bank	HOT SPRINGS	AR	97.998			97.998		
1097089	**BHC**	**3**	**BANK OF THE OZARKS INC**	**LITTLE ROCK**	**AR**	**94.697**	**8**	**4.33**	**94.697**	**8**	**4.33**
107244	BANK	3	Bank of the Ozarks	LITTLE ROCK	AR	94.697			94.697		

RSSDID	Type	Branches	Name	City	State	Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%
2267665	**BHC**	**4**	**JEFFERSON BANCSHARES, INC.**	**PINE BLUFF**	**AR**	**75.865**	**9**	**3.47**	**75.865**	**9**	**3.47**
49241	BANK	4	Relyance Bank, National Association	PINE BLUFF	AR	75.865			75.865		
1248939	**BHC**	**4**	**SOUTHERN BANCORP, INC**	**ARKADELPHIA**	**AR**	**73.063**	**10**	**3.34**	**73.063**	**10**	**3.34**
852544	BANK	4	Southern Bancorp Bank	ARKADELPHIA	AR	73.063			73.063		
1135413	**BHC**	**2**	**MAGNOLIA BANKING CORPORATION**	**MAGNOLIA**	**AR**	**71.609**	**11**	**3.28**	**71.609**	**11**	**3.28**
12946	BANK	2	Farmers Bank & Trust Company	MAGNOLIA	AR	71.609			71.609		
1491333	**BHC**	**3**	**BAINUM BANCORP**	**GLENWOOD**	**AR**	**51.445**	**12**	**2.35**	**51.445**	**12**	**2.35**
27847	BANK	3	Diamond Bank	MURFREESBORO	AR	51.445			51.445		
1141487	**BHC**	**2**	**CHAMBERS BANCSHARES, INC.**	**DANVILLE**	**AR**	**45.063**	**13**	**2.06**	**45.063**	**13**	**2.06**
517049	BANK	2	Chambers Bank	DANVILLE	AR	45.063			45.063		
1097614	**BHC**	**2**	**BANCORPSOUTH, INC.**	**TUPELO**	**MS**	**10.064**	**14**	**0.46**	**10.064**	**14**	**0.46**
606046	BANK	2	BancorpSouth Bank	TUPELO	MS	10.064			10.064		
Totals:		**68**				**2,186.391**		**100.00**	**2,186.391**		**100.00**

Notes:

*** The geographic market is defined as:Garland and Hot Spring Counties, AR; and the portion of Hot Springs Village located in Saline County, AR.**

**** Deposit data (in millions of dollars) are as of June 30, 2013, and reflect currently known ownership structure.**

***** Deposits of thrift institutions are weighted at 50 percent, unless otherwise noted. Deposits of thrift subsidiaries of commercial banking organizations, however, are weighted at 100 percent.**

CASSIDI™

Competitive Analysis and Structure Source Instrument for Depository Institutions
Federal Reserve Bank of St. Louis

Little Rock, AR Banking Market HHI Deposit Analysis*
(For Commercial Bank and Thrift Organizations)

Run Date: January 29, 2014
Market Number: 5170

Total Organizations:	40
Total Banking Organizations:	39
Total Thrift Organizations:	1

Herfindahl-Hirschman Index	
HHI Unweighted Deposits	878
HHI Weighted Deposits	891

						Unweighted			Weighted ***		
RSSDID	Type	Branches	Name	City	State	Deposits**	Rank	%	Deposits	Rank	%
1073757	**BHC**	**14**	**BANK OF AMERICA CORPORATION**	**CHARLOTTE**	**NC**	**2,491.133**	**1**	**16.81**	**2,491.133**	**1**	**16.94**
480228	BANK	14	Bank of America, National Association	CHARLOTTE	NC	2,491.133			2,491.133		
3242838	**BHC**	**37**	**REGIONS FINANCIAL CORPORATION**	**BIRMINGHAM**	**AL**	**2,105.285**	**2**	**14.21**	**2,105.285**	**2**	**14.32**
233031	BANK	37	Regions Bank	BIRMINGHAM	AL	2,105.285			2,105.285		
1491409	**BHC**	**42**	**HOME BANCSHARES, INC.**	**CONWAY**	**AR**	**1,469.692**	**3**	**9.92**	**1,469.692**	**3**	**10.00**
456045	BANK	42	Centennial Bank	CONWAY	AR	1,469.692			1,469.692		
1096505	**BHC**	**31**	**FIRST SECURITY BANCORP**	**SEARCY**	**AR**	**1,408.079**	**4**	**9.50**	**1,408.079**	**4**	**9.58**
673440	BANK	31	First Security Bank	SEARCY	AR	1,408.079			1,408.079		
1095674	**BHC**	**32**	**ARVEST BANK GROUP, INC.**	**BENTONVILLE**	**AR**	**1,147.852**	**5**	**7.75**	**1,147.852**	**5**	**7.81**
311845	BANK	32	Arvest Bank	FAYETTEVILLE	AR	1,147.852			1,147.852		
1094828	**BHC**	**45**	**SIMMONS FIRST NATIONAL CORPORATION**	**PINE BLUFF**	**AR**	**1,036.942**	**6**	**7.00**	**1,036.942**	**6**	**7.05**
966348	BANK	1	Simmons First Bank of Searcy	SEARCY	AR	11.763			11.763		
663245	BANK	44	Simmons First National Bank	PINE BLUFF	AR	1,025.179			1,025.179		
1097089	**BHC**	**26**	**BANK OF THE OZARKS INC**	**LITTLE ROCK**	**AR**	**941.301**	**7**	**6.35**	**941.301**	**7**	**6.40**
107244	BANK	26	Bank of the Ozarks	LITTLE ROCK	AR	941.301			941.301		
1119794	**BHC**	**23**	**U.S. BANCORP**	**MINNEAPOLIS**	**MN**	**554.179**	**8**	**3.74**	**554.179**	**8**	**3.77**
504713	BANK	23	U.S. Bank National Association	CINCINNATI	OH	554.179			554.179		

RSSDID	Type	Branches	Name	City	State	Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%
2291914	**BHC**	**10**	**IBERIABANK CORPORATION**	**LAFAYETTE**	**LA**	**521.637**	**9**	**3.52**	**521.637**	**9**	**3.55**
808176	BANK	10	Iberiabank	LAFAYETTE	LA	521.637			521.637		
1096550	**BHC**	**16**	**FIRST ARKANSAS BANCSHARES, INC.**	**JACKSONVILLE**	**AR**	**394.364**	**10**	**2.66**	**394.364**	**10**	**2.68**
466240	BANK	16	First Arkansas Bank and Trust	JACKSONVILLE	AR	394.364			394.364		
2571269	**BHC**	**10**	**ONEFINANCIAL CORPORATION**	**LITTLE ROCK**	**AR**	**348.928**	**11**	**2.36**	**348.928**	**11**	**2.37**
568144	BANK	10	One Bank & Trust, National Association	LITTLE ROCK	AR	348.928			348.928		
2834115	**BHC**	**3**	**DELTA TRUST AND BANKING CORPORATION**	**LITTLE ROCK**	**AR**	**255.820**	**12**	**1.73**	**255.820**	**12**	**1.74**
914349	BANK	3	Delta Trust & Bank	PARKDALE	AR	255.820			255.820		
2795083	**BHC**	**6**	**MHBC INVESTMENTS LIMITED PARTNERSHIP I LLLP**	**ENGLAND**	**AR**	**201.916**	**13**	**1.36**	**201.916**	**13**	**1.37**
244149	BANK	6	Bank of England	ENGLAND	AR	201.916			201.916		
1097614	**BHC**	**6**	**BANCORPSOUTH, INC.**	**TUPELO**	**MS**	**199.117**	**14**	**1.34**	**199.117**	**14**	**1.35**
606046	BANK	6	BancorpSouth Bank	TUPELO	MS	199.117			199.117		
2618388	**BHC**	**10**	**SUMMIT BANCORP, INC.**	**ARKADELPHIA**	**AR**	**184.413**	**15**	**1.24**	**184.413**	**15**	**1.25**
2505787	BANK	10	Summit Bank	ARKADELPHIA	AR	184.413			184.413		
2617082	**BHC**	**5**	**LITTLE ROCK BANKSHARES, INC.**	**LITTLE ROCK**	**AR**	**176.349**	**16**	**1.19**	**176.349**	**16**	**1.20**
1397471	BANK	5	Bank of Little Rock	LITTLE ROCK	AR	176.349			176.349		
1099672	**BHC**	**6**	**FARMERS AND MERCHANTS BANKSHARES, INC.**	**STUTTGART**	**AR**	**173.542**	**17**	**1.17**	**173.542**	**17**	**1.18**
677644	BANK	6	Farmers & Merchants Bank, The	STUTTGART	AR	173.542			173.542		
3770313	**BHC**	**3**	**ROCK BANCSHARES, INC.**	**LITTLE ROCK**	**AR**	**137.612**	**18**	**0.93**	**137.612**	**18**	**0.94**
155777	BANK	3	Heartland Bank	BRYANT	AR	137.612			137.612		
2877402	**BHC**	**2**	**PETIT JEAN BANCSHARES, INC.**	**MORRILTON**	**AR**	**135.669**	**19**	**0.92**	**135.669**	**19**	**0.92**
2769570	BANK	2	Petit Jean State Bank	MORRILTON	AR	135.669			135.669		
1100046	**BHC**	**7**	**STATE HOLDING COMPANY**	**LITTLE ROCK**	**AR**	**132.012**	**20**	**0.89**	**132.012**	**20**	**0.90**
453446	BANK	7	Eagle Bank and Trust Company	LITTLE ROCK	AR	132.012			132.012		
1099980	**BHC**	**4**	**MNB BANCSHARES, INC.**	**MALVERN**	**AR**	**129.771**	**21**	**0.88**	**129.771**	**21**	**0.88**
906241	BANK	4	Malvern National Bank, The	MALVERN	AR	129.771			129.771		
1491614	**BHC**	**3**	**LONOKE BANCSHARES, INC.**	**LONOKE**	**AR**	**105.722**	**23**	**0.71**	**105.722**	**22**	**0.72**
10849	BANK	3	First State Bank	LONOKE	AR	105.722			105.722		
2777016	**BHC**	**1**	**CAPITAL BANCSHARES, INC**	**LITTLE ROCK**	**AR**	**99.772**	**24**	**0.67**	**99.772**	**23**	**0.68**
2594240	BANK	1	Capital Bank, The	LITTLE ROCK	AR	99.772			99.772		
2939391	**BANK**	**2**	**PEOPLES BANK**	**SHERIDAN**	**AR**	**94.444**	**25**	**0.64**	**94.444**	**24**	**0.64**
3488579	**BANK**	**1**	**Central Bank**	**LITTLE ROCK**	**AR**	**76.812**	**26**	**0.52**	**76.812**	**25**	**0.52**
3029196	**BHC**	**4**	**PEOPLES HOME HOLDING, INC**	**GREENBRIER**	**AR**	**40.341**	**27**	**0.27**	**40.341**	**26**	**0.27**
596642	BANK	4	HOME BANK OF ARKANSAS	PORTLAND	AR	40.341			40.341		
1137266	**BHC**	**2**	**FIRST SERVICE BANCSHARES, INC.**	**GREENBRIER**	**AR**	**40.171**	**28**	**0.27**	**40.171**	**27**	**0.27**
458544	BANK	2	First Service Bank	GREENBRIER	AR	40.171			40.171		

RSSDID	Type	Branches	Name	City	State	Unweighted Deposits**	Unweighted Rank	Unweighted %	Weighted *** Deposits	Weighted Rank	Weighted %
2641694	**BHC**	**1**	**FIRST COMMUNITY BANCSHARES, INC.**	**BATESVILLE**	**AR**	**25.206**	**29**	**0.17**	**25.206**	**28**	**0.17**
2596646	BANK	1	First Community Bank	BATESVILLE	AR	25.206			25.206		
1426755	**BHC**	**1**	**FIRST NATIONAL SECURITY COMPANY**	**HOT SPRINGS**	**AR**	**19.254**	**30**	**0.13**	**19.254**	**29**	**0.13**
324649	BANK	1	First National Bank	HOT SPRINGS	AR	19.254			19.254		
2155342	**BHC**	**1**	**RIVERSIDE BANCSHARES, INC**	**LITTLE ROCK**	**AR**	**15.731**	**31**	**0.11**	**15.731**	**30**	**0.11**
977045	BANK	1	Riverside Bank	SPARKMAN	AR	15.731			15.731		
1135413	**BHC**	**1**	**MAGNOLIA BANKING CORPORATION**	**MAGNOLIA**	**AR**	**13.027**	**32**	**0.09**	**13.027**	**31**	**0.09**
12946	BANK	1	Farmers Bank & Trust Company	MAGNOLIA	AR	13.027			13.027		
1134546	**BHC**	**2**	**BANK OF DARDANELLE BANKSHARES, INC.**	**DARDANELLE**	**AR**	**12.067**	**33**	**0.08**	**12.067**	**32**	**0.08**
639343	BANK	2	River Town Bank	DARDANELLE	AR	12.067			12.067		
2576424	**BHC**	**4**	**ACME HOLDING COMPANY INC. EMPLOYEE STOCK OWNERSHIP PLAN**	**MULBERRY**	**AR**	**11.042**	**34**	**0.07**	**11.042**	**33**	**0.08**
28349	BANK	4	Allied Bank	MULBERRY	AR	11.042			11.042		
3394429	**BHC**	**1**	**M&P COMMUNITY BANCSHARES, INC. 401(K) EMPLOYEE STOCK OWNERSHIP PLAN**	**NEWPORT**	**AR**	**4.622**	**35**	**0.03**	**4.622**	**34**	**0.03**
99143	BANK	1	Merchants & Planters' Bank	NEWPORT	AR	4.622			4.622		
4208961	**BHC**	**2**	**JRMB II, INC**	**LAWTON**	**OK**	**0.023**	**36**	**0.00**	**0.023**	**35**	**0.00**
125154	BANK	2	Fort Sill National Bank, The	FORT SILL	OK	0.023			0.023		
1086131	**BHC**	**1**	**FIRST NATIONAL BANKERS BANKSHARES, INC.**	**BATON ROUGE**	**LA**	**112.283**	**22**	**0.76**	**0.000**	**36**	**0.00**
734538	OTHER	1	First National Banker's Bank	BATON ROUGE	LA	112.283			0.000		
1099506	**BHC**	**1**	**M & F FINANCIAL CORPORATION**	**DUMAS**	**AR**	**0.000**	**37**	**0.00**	**0.000**	**37**	**0.00**
644842	BANK	1	Merchants and Farmers Bank	DUMAS	AR	0.000			0.000		
1129971	**BHC**	**1**	**MERCHANTS & PLANTERS BANCSHARES, INC.**	**BOLIVAR**	**TN**	**0.000**	**38**	**0.00**	**0.000**	**38**	**0.00**
529855	BANK	1	Merchants & Planters Bank	BOLIVAR	TN	0.000			0.000		
4152877	**BHC**	**1**	**ALLCORP INC**	**LITTLE ROCK**	**AR**	**0.000**	**39**	**0.00**	**0.000**	**39**	**0.00**
378044	BANK	1	COMMUNITY STATE BANK	BRADLEY	AR	0.000			0.000		
4297853	**THC**	**1**	**BEAR STATE FINANCIAL HOLDINGS, LLC**	**LITTLE ROCK**	**AR**	**0.000**	**40**	**0.00**	**0.000**	**40**	**0.00**
687072	THRIFT	1	First Federal Bank	HARRISON	AR	0.000			0.000		
Totals:		**369**				**14,816.130**		**100.00**	**14,703.847**		**100.00**

Notes:

*** The geographic market is defined as:Conway, Faulkner, Grant, Lonoke, Perry and Pulaski Counties, AR; Saline County, AR (minus the city of Hot Springs Village); Prairie County, AR (minus Belcher, Roc Roe and Tyler townships); the extreme southern portion of White County, AR that includes El Paso, Royal and Union townships; and the southeastern portion of Van Buren County, AR that includes Barnett, Bradley, Cadron and Cargile townships, the southwestern part of Davis township, and the cities of Bee Branch and Morganton.**

** Deposit data (in millions of dollars) are as of June 30, 2013, and reflect currently known ownership structure.

*** Deposits of thrift institutions are weighted at 50 percent, unless otherwise noted. Deposits of thrift subsidiaries of commercial banking organizations, however, are weighted at 100 percent.

Exhibit A

ARTICLES OF MERGER
OF
SUMMIT BANCORP, INC.
WITH AND INTO
BANK OF THE OZARKS, INC.

Pursuant to the provisions of Sections 4-27-1106, et seq. of the Arkansas Business Corporation Act, as amended (the "Arkansas Act"), Bank of the Ozarks, Inc., an Arkansas corporation with its principal office in Little Rock, Arkansas, and Summit Bancorp, Inc., an Arkansas corporation with its principal office in Arkadelphia, Arkansas, hereby submit the following Articles of Merger:

1. Entities. The parties to the merger are Bank of the Ozarks, Inc., an Arkansas corporation ("Ozarks") and Summit Bancorp, Inc., an Arkansas corporation ("Summit").

2. Plan of Merger. Pursuant to that certain Agreement and Plan of Merger dated as of January 30, 2014 (the "Plan of Merger") among Ozarks and Bank of the Ozarks, an Arkansas state banking corporation and wholly-owned subsidiary of Ozarks, and Summit and Summit Bank, an Arkansas state banking corporation and wholly-owned subsidiary of Summit, at the Effective Time, as defined in the Merger Agreement, Summit shall be merged with and into Ozarks, with Ozarks continuing as the surviving corporation governed in accordance with the Arkansas Act, and the separate existence of Summit shall cease (the "Merger").

3. Approval of Agreement and Plan of Merger. The board of directors of Ozarks has approved the Merger in accordance with the terms of the Plan of Merger and the requirements of the Arkansas Act. Pursuant to Section 4-27-1107(g) of the Arkansas Act, approval of the Merger by the shareholders of Ozarks is not required. The board of directors and the shareholders of Summit have approved the Merger in accordance with the terms of the Plan of Merger and the requirements of the Arkansas Act.

4. Effective Time. The Merger shall become effective at 12:01 am central standard time on _____ __, 2014 (the "Effective Time").

5. Copy of the Plan of Merger. A copy of the Plan of Merger is and will be kept on file at the place of business of Ozarks, such office being located at 17901 Chenal Parkway, Little Rock, Arkansas 72223. A copy of the Plan of Merger will be furnished by Ozarks, on request and without cost, to any shareholder of either party to the Merger.

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IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed on this ____ day of _____, 2014.

BANK OF THE OZARKS, INC.

By: _____
Name: Dennis James
Title: Director of Mergers and Acquisitions

SUMMIT BANCORP, INC.

By: _____
Name: Ross M. Whipple
Title: Chairman and Chief Executive Officer