

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): May 12, 2026

NSTS Bancorp, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-41232
(Commission File Number)

87-2522769
(I.R.S. Employer Identification No.)

**700 S. Lewis Avenue
Waukegan, Illinois**
(Address of Principal Executive Offices)

60085
(Zip Code)

Registrant's Telephone Number, Including Area Code: **(847) 336-4430**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	NSTS	NASDAQ Capital Market

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On May 12, 2026, Brookfield Bancshares, Inc. (“Parent”), a Delaware corporation and registered bank holding company under the Bank Holding Company Act of 1956, as amended (the “BHC Act”), and NSTS Bancorp, Inc. (the “Company”), a Delaware corporation and registered savings and loan holding company under the Home Owners’ Loan Act of 1933, as amended (the “HOLA”), entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which (1) the Company will merge with and into a newly formed Delaware corporation and wholly owned subsidiary of Parent, BRKD Merger Sub Inc. (“Parent Merger Sub”), with the Company as the surviving corporation (the “Merger”) and (2) immediately following the Merger, the Company will be merged with and into Parent, with Parent surviving the merger (the “Second Merger”). Following the Second Merger, North Shore Trust and Savings, a federally-chartered stock savings institution with its principal office in Waukegan, Illinois (the “Bank”), will become a wholly-owned subsidiary of Parent. The Bank will continue to operate under its existing name and federal savings association charter as a subsidiary of Parent.

Under the terms of the Merger Agreement, each share of common stock, par value \$0.01 per share, of the Company (“Company Stock”) that is issued and outstanding at the effective time of the Merger (the “Effective Time”), will be converted into the right to receive cash in an aggregate amount equal to \$73,662,000 (the “Merger Consideration”), or approximately \$14.28 per share of outstanding Company Stock. In addition, all shares of restricted stock of the Company granted under the NSTS Bancorp, Inc. 2023 Equity Incentive Plan (the “Plan”), whether or not vested, will vest at the Effective Time and be entitled to receive the Merger Consideration. All stock options granted under the Plan, whether or not vested, will vest at the Effective Time and be entitled to receive a cash payment equal to the difference between the option’s exercise price and the per share Merger Consideration, to be paid out of the aggregate Merger Consideration.

The Merger Agreement contains customary representations and warranties of the Company and Parent, and each party has agreed to customary covenants, including, among others, covenants relating to (1) the conduct of the Company’s and the Bank’s businesses during the interim period between the execution of the Merger Agreement and the closing of the Merger; (2) the Company’s obligations to facilitate its stockholders’ consideration of, and voting upon, the Merger Agreement and the Merger; (3) the recommendation by the board of directors of the Company in favor of approval of the Merger Agreement and the Merger by its stockholders, and (4) the Company’s non-solicitation obligations relating to alternative business combination transactions during the pendency of the Merger.

Consummation of the Merger is subject to certain conditions, including, among others, approval of the Merger and the Merger Agreement by the Company’s stockholders, the receipt of all required regulatory approvals and expiration of applicable waiting periods, accuracy of specified representations and warranties of each party, the performance in all material respects by each party of its obligations under the Merger Agreement, and the absence of any injunctions or other legal restraints.

The Merger Agreement provides certain termination rights for both Parent and the Company, and further provides that upon termination of the Merger Agreement under certain circumstances, the Company will be obligated to pay Parent a termination fee of \$3,000,000. Under the Merger Agreement, the Bank’s President and Chief Executive Officer, Stephen G. Lear, will remain on the Bank’s board of directors after the acquisition. One additional individual, to be mutually agreed to by the parties, from the Bank’s current board of directors or from the communities served by the Bank, will also serve on the Bank’s board of directors after the acquisition.

In connection with the execution of the Merger Agreement, the directors and executive officers of the Company and the Bank entered into a voting and support agreement pursuant to which such individuals, in their capacities as stockholders, have agreed, among other things, to vote their respective shares of Company Stock in favor of the approval of the Merger Agreement and the transactions contemplated thereby. The form of the voting and support agreement is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

The foregoing summary of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of such document, which is attached hereto as Exhibit 2.1 and is incorporated herein by reference. The representations, warranties and covenants of each party set forth in the Merger Agreement have been made only for purposes of, and were and are solely for the benefit of the parties to, the Merger Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and investors should not rely on them as statements of fact. In addition, such representations and warranties (1) will not survive consummation of the Merger, unless otherwise specified therein, and (2) were made only as of the date on which the Merger Agreement was signed or such other date as is specified in the Merger Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date the Merger Agreement was signed, which subsequent information may or may not be fully reflected in any public disclosure. Accordingly, the Merger Agreement is included with this filing only to provide investors with information regarding the terms of the Merger Agreement, and not to provide investors with other factual information regarding the Company or Parent, their respective affiliates or their respective businesses.

Item 7.01. Regulation FD Disclosure.

In connection with the execution of the Merger Agreement discussed in Item 1.01 above, the Company and Parent issued a joint press release on May 12, 2026. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

The information contained in Item 7.01, including Exhibit 99.1 furnished herewith, shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that section, nor shall it be deemed incorporated by reference into any registration statement or other document pursuant to the Securities Act, or into any filing or other document pursuant to the Exchange Act, except to the extent required by applicable law or regulation.

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this Current Report on Form 8-K, including statements regarding the expected timetable for completion of the proposed transaction, the results, effects and benefits of the proposed transaction, future opportunities for Parent, the Company and their respective subsidiaries, and any other statements regarding future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts are forward-looking statements based on assumptions currently believed to be valid. Forward-looking statements may include, but are not limited to, statements relating to each of Parent's, the Company's and their respective subsidiaries' plans, strategies and expectations, near-term loan growth, net interest margin, mortgage banking profits, expenses, asset quality, capital levels, continued earnings, and liquidity. Forward-looking statements are generally identifiable by use of the words "believe," "may," "will," "should," "could," "expect," "estimate," "intend," "anticipate," "project," "plan" or similar expressions, including the negative forms of such expressions. Forward-looking statements are frequently based on assumptions that may or may not materialize and are subject to numerous uncertainties that could cause actual results to differ materially from those anticipated in the forward-looking statements. The forward-looking statements are intended to be subject to the safe harbor provided by Section 27A of the Securities Act, Section 21E of the Exchange Act and the Private Securities Litigation Reform Act of 1995.

These forward-looking statements involve significant risks and uncertainties that could cause actual results to differ materially from those anticipated, including, but not limited to, the possibility that stockholders of the Company may not approve the Merger Agreement; the risk that a condition to closing of the proposed transaction may not be satisfied, that either party may terminate the Merger Agreement or that the closing of the proposed transaction might be delayed or not occur at all; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the transaction; the diversion of management time on transaction-related issues; the ultimate timing, outcome and results of integrating the operations of the Company into those of Brookfield; the effects of the merger on Parent's and the Company's future financial condition, results of operations, strategy and plans; and regulatory approvals of the transaction.

Additional factors that could cause actual results to differ materially from those described above can be found in the Company's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission (the "SEC") on March 27, 2026, and in its subsequently filed Quarterly Reports on Form 10-Q, and in other documents the Company files with the SEC, each of which is on file with the SEC and available at the SEC's website at www.sec.gov, and available from the Company's website at <https://ir.northshoretrust.com/sec-filings/all-sec-filings>.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Neither Parent nor the Company assumes any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. All forward-looking statements, express or implied, included in this Current Report on Form 8-K are qualified in their entirety by this cautionary statement.

Important Information and Where to Find It

In connection with the proposed transaction, the Company will file with the SEC and provide its stockholders with a proxy statement on Schedule 14A and other relevant documents concerning the proposed transaction. Promptly after filing its definitive proxy statement with the SEC, the Company will mail the definitive proxy statement and a proxy card to each stockholder entitled to vote at the special meeting relating to the proposed transaction. STOCKHOLDERS OF THE COMPANY ARE URGED TO CAREFULLY READ THE PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE TRANSACTION THAT THE COMPANY FILES WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. The preliminary proxy statement, the definitive proxy statement and any other documents filed by the Company with the SEC (when available) may be obtained free of charge at the SEC's website at www.sec.gov or by accessing the Investor Relations section of the Company's website at <https://ir.northshoretrust.com/sec-filings/all-sec-filings>, or by directing a request to:

Christine E. Stickler
Corporate Secretary
NSTS Bancorp, Inc.
700 S. Lewis Avenue
Waukegan, IL 60085

The information available through the Company's investor relations website is not and shall not be deemed part of this filing or incorporated by reference into other filings that the Company makes with the SEC.

Participants in the Proxy Solicitation

The Company and its directors and executive officers and other members of management and employees may be deemed, under SEC rules, to be participants in the solicitation of proxies from the Company's stockholders in connection with the proposed transaction. Information regarding the Company's executive officers and directors, including their ownership of the Company's securities, is included in its definitive proxy statement for its 2026 annual meeting of stockholders filed with the SEC on April 17, 2026, and subsequent documents filed with the SEC.

Additional information regarding the identity of participants in the solicitation of proxies, and a description of their direct or indirect interests in the proposed transaction, by security holdings or otherwise, will be set forth in the proxy statement and other materials to be filed with the SEC in connection with the proposed transaction when they become available. Free copies of these documents may be obtained as described in the preceding paragraph.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1*	Agreement and Plan of Merger by and between the Company, Parent and Parent Sub, dated as of May 12, 2026
10.1	Form of Voting and Support Agreement
99.1	Joint Press Release issued on May 12, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The Company has omitted schedules and similar attachments to the subject agreement pursuant to Item 601(b) of Regulation S-K. The Company will furnish a copy of any omitted schedule or similar attachment to the SEC upon request.

SIGNATURE

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

Date: May 12, 2026

NSTS Bancorp, Inc.

By: /s/ Stephen G. Lear

Name: Stephen G. Lear

Title: President and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

among

BROOKFIELD BANCSHARES, INC.,

BRKD MERGER SUB INC.

and

NSTS BANCORP, INC.

as of May 12, 2026

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	1
Section 1.1 Definitions	1
Section 1.2 Principles of Construction	9
ARTICLE 2 THE MERGER	10
Section 2.1 The Merger	10
Section 2.2 Closing; Effective Time	10
Section 2.3 Effects of the Merger	10
Section 2.4 Organizational Documents of the Surviving Entity	10
Section 2.5 Directors and Officers	10
Section 2.6 Holding Company Merger	11
Section 2.7 Deliveries of Purchaser at Closing	11
Section 2.8 Deliveries of the Company at Closing	11
Section 2.9 Withholding	13
Section 2.10 Absence of Control	13
ARTICLE 3 CONVERSION OF SECURITIES IN THE MERGER	13
Section 3.1 Consideration	13
Section 3.2 Cancellation of Shares	13
Section 3.3 Exchange of Certificates	14
Section 3.4 Treatment of Equity Awards	15
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COMPANY	16
Section 4.1 Company Organization	16
Section 4.2 Bank Organization	17
Section 4.3 Authorization; Enforceability	17
Section 4.4 No Conflict	17
Section 4.5 Company Capitalization	18
Section 4.6 Bank Capitalization	19
Section 4.7 Company SEC Reports; Financial Statements and Reports; Regulatory Filings	20
Section 4.8 Books and Records	21
Section 4.9 Title to Properties	22
Section 4.10 Condition and Sufficiency of Assets	23
Section 4.11 Loans; OREO; Allowance for Credit Losses	23
Section 4.12 Undisclosed Liabilities; Adverse Changes	25
Section 4.13 Taxes	25
Section 4.14 Compliance with Legal Requirements	27
Section 4.15 Legal Proceedings; Orders	28
Section 4.16 Contracts	28
Section 4.17 No Defaults	30
Section 4.18 Insurance	31
Section 4.19 Employee Benefits	31
Section 4.20 Regulatory Filings	35

Section 4.21	Compliance with Environmental Laws	35
Section 4.22	Indemnification Claims	36
Section 4.23	Insider Interests	37
Section 4.24	Brokerage Commissions; Fairness Opinion	37
Section 4.25	Approval Delays	37
Section 4.26	Bills and Expenses	37
Section 4.27	Absence of Certain Changes and Events	37
Section 4.28	Labor Matters	38
Section 4.29	Cybersecurity	39
Section 4.30	Intellectual Property	40
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER		40
Section 5.1	Corporate Organization	40
Section 5.2	Authorization; Enforceability	41
Section 5.3	No Conflict	41
Section 5.4	Sufficient Funds	41
Section 5.5	Approval Delays	41
ARTICLE 6 COVENANTS OF THE COMPANY		41
Section 6.1	Access and Investigation	41
Section 6.2	Operation of the Company and its Subsidiaries	42
Section 6.3	Subsequent Bank Financial Statements	46
Section 6.4	Advice of Changes	46
Section 6.5	Other Offers	47
Section 6.6	Proxy Statement; Company Stockholder Approval	47
Section 6.7	Information Provided to Purchaser	48
Section 6.8	Tax Matters	48
Section 6.9	Consents; Third Party Approvals	49
Section 6.10	Title to Real Estate.	49
Section 6.11	Surveys	50
Section 6.12	Environmental Investigation	50
Section 6.13	Landlord Estoppels	51
Section 6.14	Company Voting Agreement	51
Section 6.15	Leases and Contracts	51
Section 6.16	Mortgage Division	51
Section 6.17	Certain Employee Benefit Matters	52
Section 6.18	ESOP Matters.	52
Section 6.19	Terminated Arrangements	53
ARTICLE 7 COVENANTS OF PURCHASER		53
Section 7.1	Notice of Changes	53
Section 7.2	Information Provided to the Company	53
Section 7.3	Board Representation	54
ARTICLE 8 COVENANTS OF ALL PARTIES		54
Section 8.1	Regulatory Approvals	54
Section 8.2	Commercially Reasonable Efforts; Cooperation	54
Section 8.3	Director and Officer Indemnification	55

Section 8.4	Employees.	55
ARTICLE 9 CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER		56
Section 9.1	Accuracy of Representations and Warranties	57
Section 9.2	Performance of the Company	57
Section 9.3	Closing Deliveries	57
Section 9.4	Absence of Material Adverse Effect	57
Section 9.5	Regulatory Approvals	57
Section 9.6	Company Stockholder Approval	57
Section 9.7	Mortgage Division Disposition	57
Section 9.8	No Prohibition	57
Section 9.9	No Proceedings	58
ARTICLE 10 CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY		58
Section 10.1	Accuracy of Representations and Warranties	58
Section 10.2	Performance of Purchaser	58
Section 10.3	Closing Deliveries	58
Section 10.4	Absence of Material Adverse Effect	58
Section 10.5	Regulatory Approvals	58
Section 10.6	Company Stockholder Approval	58
Section 10.7	No Prohibition	59
Section 10.8	No Proceedings	59
ARTICLE 11 TERMINATION		59
Section 11.1	Reasons for Termination and Abandonment	59
Section 11.2	Effect of Termination	59
Section 11.3	Expenses	60
Section 11.4	Termination Payments	60
ARTICLE 12 MISCELLANEOUS		60
Section 12.1	Governing Law	60
Section 12.2	Jurisdiction and Service of Process; Waiver of Jury Trial	61
Section 12.3	Assignments, Successors and No Third Party Rights	61
Section 12.4	Waiver	61
Section 12.5	Modification	61
Section 12.6	Publicity	62
Section 12.7	Confidentiality	62
Section 12.8	Notices	62
Section 12.9	Entire Agreement	63
Section 12.10	Severability	63
Section 12.11	Further Assurances	64
Section 12.12	Counterparts; Facsimile/PDF Signatures	64

EXHIBIT INDEX

Exhibit A	Form of Voting and Support Agreement
Exhibit B	Form of Confidentiality and Non-Solicitation Agreement
Exhibit C	Payout Spreadsheet
Exhibit D	Form of Holding Company Merger Agreement
Exhibit E	Form of Landlord Estoppel Certificate
Exhibit F	Form of Termination and Release of Claims Agreement

INDEX OF DEFINED TERMS

Accounting Standards	1	DGLC	5
Acquisition Proposal	2	DOL	32
Affiliate	2	Effective Time	10
Agreement	1	Employment Law	38
Agreement Date	1	Environmental Laws	35
ASTM Standard	50	Environmental Permits	36
Bank	3	Environmental Report	51
Bank Financial Statements	21	ERISA	5
Bank Loans	23	ERISA Affiliate	5
Benefit Plan	2	ESOP	5
Breach	3	ESOP Loan	35
Burdensome Condition	3	ESOP Loan Documents	35
Business Day	3	ESOP Loan Termination Documentation	52
Bylaws	3	ESOP Termination Date	52
Call Reports	3	ESOP Trust	35
Cancellation Agreement	15	Exchange Act	5
Capitalization Date	18	Exchange Agent	14
Charter	3	Excluded Benefits	55
Closing	10	Existing D&O Policy	55
Closing Date	10	Fairness Opinion	37
COBRA	33	Family	5
Code	3	FDIC	5
Company	1	Federal Reserve	5
Company Common Stock	3	GAAP	5
Company Financial Statements	20	Hazardous Materials	36
Company Indemnified Parties	55	Holding Company Merger	1
Company Preferred Stock	3	ICFR	5
Company Restricted Stock	3	Intellectual Property Assets	29
Company SEC Reports	3	Internal Financial Reports	46
Company Stock Certificates	14	IT Systems and Data	39
Company Stock Option	4	Knowledge	5
Company Stock Plan	4	Legal Requirement	6
Company Stockholder Approval	3	Letter of Transmittal	14
Company Stockholders	4	Loan Documents	23
Company Stockholders' Meeting	48	Malicious Code	40
Company Termination Fee	60	Material Adverse Effect	6
Company Transaction Expenses	4	Material Interest	6
Company Voting Agreement	1	Merger	1
Contemplated Transactions	4	Merger Consideration	13
Continuing Employees	4	Merger Sub	1
Contract	5	Mortgage Division	51
Conversion Fund	14	Mortgage Division Disposition	51
Defective Code	40	New Encumbrance	50
Delaware Certificate of Merger	10	OCC	6

Option Payment	15	Restricted Stock Payment	16
Order	6	Schedules	9
Ordinary Course of Business	7	SEC	8
OREO	24	Section 409A	33
Owned Real Estate	22	Securities Act	8
Payout Spreadsheet	7	Security Breach	39
Pension Plan	32	Straddle Period	8
Per Share Merger Consideration	7	Subsequent Bank Financial Statements	46
Permitted Encumbrances	22	Subsidiary	8
Person	7	Superior Proposal	8
Phase I Report	50	Survey	50
Phase II Report	51	Surviving Entity	1
Pre-Closing Tax Period	7	Tail Policy	55
Proceeding	7	Tax	8
Proxy Statement	47	Tax Return	8
Purchaser	1	Terminated Arrangement	53
Purchaser Welfare Benefit Plans	56	Termination Date	59
Regulation S-K	7	Threatened	8
Regulatory Approvals	54	Title Commitments	49
Regulatory Authority	7	Title Company	49
Remediation Cost	51	Title Insurance Policies	49
Representative	7		

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is entered into as of May 12, 2026 (the “**Agreement Date**”), by and among **BROOKFIELD BANCSHARES, INC.**, a Delaware corporation (“**Purchaser**”), BRKD Merger Sub Inc., a Delaware corporation (“**Merger Sub**”), and **NSTS BANCORP, INC.**, a Delaware corporation (the “**Company**”).

RECITALS

A. The boards of directors of the Company and Purchaser have determined that it is in the best interests of their respective companies and stockholders to consummate the Contemplated Transactions as provided for herein, pursuant to which the Merger Sub will, subject to the terms and conditions set forth herein, merge with and into the Company (the “**Merger**”), with the Company as the surviving entity in the Merger (sometimes referred to in such capacity as the “**Surviving Entity**”).

B. Immediately following the Merger, the Company will, subject to the terms and conditions set forth herein, merge with and into Purchaser (the “**Holding Company Merger**”), with Purchaser as the surviving entity in the Holding Company Merger.

C. As an inducement to Purchaser to enter into this Agreement, concurrently with the execution of this Agreement, the directors and executive officers of the Company and the Bank have entered into a Voting and Support Agreement in substantially the form attached hereto as **Exhibit A** (the “**Company Voting Agreement**”).

D. As an inducement to Purchaser to enter into this Agreement, concurrently with the execution of this Agreement, the directors and executive officers of the Company and the Bank have entered into a Confidentiality and Non-Solicitation Agreement in substantially the form attached hereto as **Exhibit B**.

E. The parties desire to make certain representations, warranties and agreements in connection with the Merger and the other Contemplated Transactions, and the parties also agree to certain prescribed conditions to the Merger and other transactions.

AGREEMENTS

In consideration of the foregoing premises, which are incorporated herein by this reference, and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 **Definitions.** The following terms, when used herein, shall have the following meanings.

(a) “**Accounting Standards**” shall mean GAAP, as applied on a basis consistent with past practices and as modified by applicable regulatory accounting principles.

(b) **“Acquisition Proposal”** shall mean a tender or exchange offer to acquire more than 25% of the voting power in the Company or the Bank, a proposal for a merger, consolidation or other business combination involving the Company or the Bank or any other proposal or offer to acquire in any manner more than 25% of the voting power in, or more than 25% of the business, assets or deposits of, the Company or the Bank, other than the Contemplated Transactions.

(c) **“Affiliate”** shall mean with respect to:

(i) a particular individual: (A) each other member of such individual’s Family; (B) any Person that is directly or indirectly controlled by such individual or one or more members of such individual’s Family; (C) any Person in which such individual or members of such individual’s Family hold (individually or in the aggregate) a Material Interest; and (D) any Person with respect to which such individual or one or more members of such individual’s Family serves as a director, officer, partner, executor or trustee (or in a similar capacity); and

(ii) a specified Person other than an individual: any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person; any Person that holds a Material Interest in such specified Person; each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity); any Person in which such specified Person holds a Material Interest; any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and any Affiliate of any individual described in clauses (B) or (C) of this subsection (ii).

(d) **“Benefit Plan”** shall mean each of the following plans, agreements, and arrangements, whether written or oral funded or unfunded, in each case, that is sponsored, maintained, contributed to or required to be contributed to by the Company or any of its Subsidiaries, or any ERISA Affiliate, for the benefit of any current or former director, employee or independent contractor of the Company or any of its Subsidiaries, or beneficiaries of such individuals, or with respect to which the Company or any of its Subsidiaries has or reasonably may have any liability (including, by reason of having an ERISA Affiliate): (i) “employee benefit plan” (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA); (ii) profit sharing, stock bonus, deferred compensation, bonus, stock option, stock purchase, restricted stock, equity incentive, phantom equity, pension, retirement, compensation, consulting, severance, retention, change in control, tax gross-up, indemnification, welfare, incentive or other compensation plan, program, agreement or arrangement; and (iii) plan, agreement or arrangement providing for “fringe benefits” or perquisites, whether funded or unfunded to employees, officers, directors or agents, including but not limited to benefits relating to automobiles, clubs, vacation, child care, parenting, sabbatical, sick leave and other paid time off, tuition reimbursement, medical, dental, hospitalization, life insurance, disability insurance and other types of insurance.

- (e) **“Breach”** shall mean with respect to a representation, warranty, covenant, obligation or other provision of this Agreement or any instrument delivered pursuant to this Agreement any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation or other provision.
- (f) **“Bank”** shall mean North Shore Trust and Savings, a federal savings bank with its main office located in Waukegan, Illinois.
- (g) **“Burdensome Condition”** shall mean a condition issued by any Regulatory Authority that imposes restrictions, conditions or requirements on the activities of Purchaser, the Company or the Bank which would materially reduce the benefits of the Contemplated Transactions to such a degree that Purchaser or the Company would not, acting in a commercially reasonable manner, have entered into this Agreement had such conditions or requirements been known as of the date hereof.
- (h) **“Business Day”** shall mean any day except Saturday, Sunday and any day on which the Bank is authorized or required by law or other government action to close.
- (i) **“Bylaws”** shall mean the Bylaws of the Company, as amended.
- (j) **“Call Reports”** shall mean the quarterly reports of income and condition filed by the Bank with Regulatory Authorities.
- (k) **“Charter”** shall mean the Certificate of Incorporation of the Company, as amended.
- (l) **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- (m) **“Company Common Stock”** shall mean the shares of the Company’s common stock, par value \$0.01 per share.
- (n) **“Company Preferred Stock”** shall mean the shares of the Company’s preferred stock, par value \$0.01 per share.
- (o) **“Company Restricted Stock”** shall mean shares of restricted Company Common Stock (whether granted by the Company pursuant to the Company Stock Plan, assumed by the Company in connection with any merger, acquisition or similar transaction or otherwise issued or granted).
- (p) **“Company SEC Reports”** shall mean the annual, quarterly and other reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) filed or furnished by the Company with the SEC under the Securities Act, the Exchange Act, or the regulations thereunder.
- (q) **“Company Stockholder Approval”** shall mean the adoption and approval of this Agreement and the Contemplated Transactions by the Company Stockholders, in accordance with Section 251 of the DGCL and the Charter, by the affirmative vote of holders of a majority of the outstanding shares of Company Common Stock entitled to vote thereon, at the Company Stockholders’ Meeting.

(r) **“Company Stockholders”** shall mean the holders of Company Common Stock.

(s) **“Company Stock Option”** shall mean all options to purchase shares of Company Common Stock (whether granted by the Company pursuant to the Company Stock Plan, assumed by the Company in connection with any merger, acquisition or similar transaction or otherwise issued or granted).

(t) **“Company Stock Plan”** shall mean the NSTS Bancorp, Inc. 2023 Equity Incentive Plan, and any successor plan to such plan.

(u) **“Company Transaction Expenses”** shall mean shall mean any expenses, fees or costs incurred or accrued (or required to be accrued in accordance with GAAP) by the Company or any of its Subsidiaries in connection with this Agreement and the Contemplated Transactions, including, without limitation: (i) the aggregate fees and expenses of attorneys, accountants, consultants, financial advisors and other professional advisors incurred by the Company or any of its Subsidiaries in connection with this Agreement or the Contemplated Transactions; (ii) any amounts paid or payable, as a result of the Contemplated Transactions, to any current or former director, officer or employee of the Company or any of its Subsidiaries under any contract, severance arrangement, stay bonus or retention arrangement, benefit plan or employment practice of the Company or any of its Subsidiaries and all other payroll and related costs and expenses incurred by the Company or any of its Subsidiaries (including the employer portion of any payroll taxes in connection with the accelerated vesting and payouts related to the Company Stock Options and Company Restricted Stock); (iii) costs associated with the termination of any Benefit Plan in connection with the Contemplated Transactions; (iv) any costs associated with the termination of the Company’s and any of its Subsidiaries’ agreements with any of their vendors; (v) fees and costs associated with the preparation, printing and mailing of the Proxy Statement; (vi) any Remediation Cost; (vii) costs associated with Title Commitments and Title Insurance Policies pursuant to **Section 6.10**; and (viii) costs associated with the Mortgage Division Disposition; *provided, however*, that expenses of up to \$105,000 incurred in connection with the Mortgage Division Disposition shall be excluded from the calculation of Company Transaction Expenses.

(v) **“Contemplated Transactions”** shall mean all of the transactions contemplated by this Agreement, including: (i) the merger of the Merger Sub with and into the Company, with the Company as the surviving entity of such merger; (ii) the subsequent merger of the Company with and into Purchaser, with Purchaser as the surviving entity of such merger; (iii) the performance by each of Purchaser, the Company and Merger Sub of its respective covenants and obligations under this Agreement; (iv) Purchaser’s acquisition of control of the Bank; and (v) Purchaser’s payment of the Merger Consideration.

(w) **“Continuing Employees”** shall mean each individual who is an employee of the Company or any of its Subsidiaries immediately prior to the Effective Time and continues to be an employee of Purchaser or one of its Subsidiaries immediately following the Effective Time.

(x) **“Contract”** shall mean any agreement, contract, lease, obligation, promise or understanding (whether written or oral, and whether express or implied) that is legally binding, but excluding any such documents that the Company or any of its Subsidiaries has with its customers (e.g., loan or deposit agreements, lease financing agreements, business banking agreements, and cash management agreements); (i) under which a Person has or may acquire any rights; (ii) under which such Person has or may become subject to any obligation or liability; or (iii) by which such Person or any of the assets owned or used by such Person is or may become bound.

(y) **“DGCL”** shall mean the Delaware General Corporation Law, as amended.

(z) **“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as amended.

(aa) **“ESOP”** shall mean the North Shore Trust and Savings Employee Stock Ownership Plan.

(bb) **“ERISA Affiliate”** shall mean, with respect to the Company or any of its Subsidiaries, any other Person that is, or at any relevant time was, part of the same “controlled group” for purposes of Section 4001(a)(14) of ERISA, deemed to be a “single employer” for purposes of Section 4001(b)(1) of ERISA, or deemed to be a “single employer” for purposes of Section 414(b), (c), (m), or (o) of the Code.

(cc) **“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.

(dd) **“Family”** shall mean with respect to an individual: (i) the individual; (ii) the individual’s spouse and former spouses; and (iii) any other natural person who resides with such individual.

(ee) **“FDIC”** shall mean the Federal Deposit Insurance Corporation.

(ff) **“Federal Reserve”** shall mean the Board of Governors of the Federal Reserve system.

(gg) **“GAAP”** shall mean generally accepted accounting principles in the United States.

(hh) **“ICFR”** shall mean internal control over financial reporting.

(ii) **“Knowledge”** shall mean: (i) with respect to the Company, those facts that are known or reasonably should have been known by the Chief Executive Officer, President, Chief Financial Officer, or Chief Lending Officer of the Company or its Subsidiaries; and (ii) with respect to Purchaser, those facts that are known or reasonably should have been known by the Chief Executive Officer, President or Chief Financial Officer of Purchaser.

(jj) **“Legal Requirement”** shall mean any federal, state, local, municipal, or foreign Order, constitution, law, ordinance, regulation, rule, policy statement, directive, statute or treaty.

(kk) **“Material Adverse Effect”** with respect to a Person shall mean an event, circumstance, change, effect or occurrence which, individually or together with any other event, circumstance, change, effect or occurrence: (i) is materially adverse to the business, financial condition, assets, liabilities or results of operations of such Person, taken as a whole; or (ii) materially impairs the ability of such Person to perform its obligations under this Agreement or to consummate the Contemplated Transactions on a timely basis; *provided, however*, that a Material Adverse Effect with respect to any Person that is a party hereto shall not include: (A) any change to the extent resulting from the announcement of this Agreement or the Contemplated Transactions; (B) a change with respect to, or effect on, that Person and its Subsidiaries resulting from a change in law, rule, regulation, GAAP or regulatory accounting principles, as such would apply to the financial statements of such Person; (C) a change with respect to, or effect on, that Person or any of its Subsidiaries resulting from any other matter affecting depository institutions generally (including financial institutions and their holding companies), including changes in general political or economic conditions and changes in prevailing interest and deposit rates; (D) actions or omissions taken by that Person as required hereunder and actions or omissions by such Person with the prior written consent of the other parties hereto; (E) changes in national or international political or social conditions including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon or within the United States; and (F) any epidemics, pandemics, disease outbreaks, or other public health emergencies; except with respect to clauses (B), (C) (E) and (F), to the extent that the effects of such change are disproportionately adverse to the financial condition, results of operations or business of such Person taken as a whole, as compared to other companies in the industry in which such Person operates.

(ll) **“Material Interest”** shall mean the direct or indirect beneficial ownership (as currently defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of voting securities or other voting interests representing at least 25% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 25% of the outstanding equity securities or equity interests in a Person.

(mm) **“OCC”** shall mean the Office of the Comptroller of the Currency.

(nn) **“Order”** shall mean any award, decision, injunction, judgment, order, ruling, supervisory letter, enforcement action, policy statement, memorandum of understanding, resolution, agreement, undertaking, directive, subpoena or verdict entered, issued, made, with, rendered or required by any court, administrative or other governmental agency, including any Regulatory Authority, or by any arbitrator.

(oo) “**Ordinary Course of Business**” shall include any action taken by a Person only if such action:

(i) is consistent in all material respects with the past practices of such Person, including with respect to quantity and nature, and is taken in the ordinary course of the normal day-to-day operations of such Person; and

(ii) is in accordance in all material respects with all internal and regulatory policies, procedures and standards of such Person, including any lending policies.

(pp) “**Payout Spreadsheet**” shall mean a spreadsheet attached hereto on the Agreement Date as **Exhibit C**, setting forth the following: (i) the Per Share Merger Consideration; (ii) the aggregate amount of the Option Payments; and (iii) the aggregate amounts of the Restricted Stock Payments, which shall be updated by the Company no later than five (5) Business Days prior to the Closing Date.

(qq) “**Per Share Merger Consideration**” shall mean an amount equal to the quotient of (i) the Merger Consideration minus the aggregate amount of all Option Payments to be made to holders of Company Stock Options, divided by (ii) the number of shares of Company Common Stock issued and outstanding as of the Effective Time (which for the sake of clarity shall exclude the number of shares of Company Common Stock underlying the Company Stock Options), all as set forth on the Payout Spreadsheet.

(rr) “**Person**” shall mean any individual, corporation (including any nonprofit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or any Regulatory Authority.

(ss) “**Pre-Closing Tax Period**” shall mean any Taxable period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

(tt) “**Proceeding**” shall mean any action, arbitration, audit, hearing, litigation or suit (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before, or otherwise involving, any judicial or governmental authority, including a Regulatory Authority, or arbitrator.

(uu) “**Regulation S-K**” shall mean Regulation S-K promulgated under the Securities Act.

(vv) “**Regulatory Authority**” shall mean any federal, state or local governmental body, court, agency or authority that, under applicable Legal Requirements: (i) has supervisory, judicial, administrative, police, taxing or other power or authority over Purchaser, the Company, or any of their respective Subsidiaries; (ii) is required to approve, or give its consent to, the Contemplated Transactions; or (iii) with which a filing must be made in connection therewith, including the FDIC, the Federal Reserve and the OCC.

(ww) “**Representative**” shall mean with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(xx) “**SEC**” shall mean the United States Securities and Exchange Commission.

(yy) “**Securities Act**” shall mean the Securities Act of 1933, as amended.

(zz) “**Straddle Period**” shall mean any Taxable year or period beginning on or before and ending after the Closing Date.

(aaa) “**Subsidiary**” shall mean, with respect to any Person means an affiliate controlled by such Person directly or indirectly through one or more intermediaries.

(bbb) “**Superior Proposal**” shall mean a bona fide written Acquisition Proposal (with all references to “25%” in the definition of Acquisition Proposal being treated as references to “51%” for these purposes) which the board of directors of the Company concludes in good faith to be more favorable from a financial point of view to its stockholders than the Contemplated Transactions, (i) after receiving the advice of its financial advisor, (ii) after taking into account the likelihood and timing of consummation of the proposed transaction on the terms set forth therein (as compared to, and with due regard for, the terms herein) and (iii) after taking into account all legal (with the advice of outside counsel), financial (including the financing terms of any such proposal), regulatory (including the advice of outside counsel regarding the potential for regulatory approval of any such proposal) and other aspects of such proposal and any other relevant factors permitted under applicable Legal Requirements.

(ccc) “**Tax**” shall mean any tax (including any income, gross receipts, capital gains, value-added, sales use, property, gift, estate, built-in gains, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, withholding, social security, unemployment, disability, transfer, unclaimed property, escheat, non-income, estimated or any other tax), levy, assessment, tariff, duty (including any customs duty), deficiency or other fee, and any related charge or amount (including any fine, penalty, interest or addition to tax), imposed, assessed or collected by or under the authority of any Regulatory Authority or payable pursuant to any tax-sharing agreement or any other Contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee.

(ddd) “**Tax Return**” shall mean any return (including any informational return), report, statement, schedule, notice, form or other document or information filed with or submitted to, or required to be filed with or submitted to, any Regulatory Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

(eee) “**Threatened**” shall mean a claim, Proceeding, dispute, action or other matter for which any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing).

Section 1.2 Principles of Construction.

(a) In this Agreement, unless otherwise stated or the context otherwise requires, the following uses apply: (i) actions permitted under this Agreement may be taken at any time and from time to time in the actor's reasonable discretion; (ii) references to a statute shall refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time; (iii) in computing periods from a specified date to a later specified date, the words "from" and "commencing on" (and the like) mean "from and including,;" the words "to" and "until" (and the like) mean "to, but excluding,;" and the words "ending on" (and the like) mean "to and including,;" (iv) references to a governmental or quasi-governmental agency, authority or instrumentality shall also refer to a regulatory body that succeeds to the functions of the agency, authority or instrumentality; (v) indications of time of day mean Brookfield, Illinois time; (vi) "including" shall mean "including, but not limited to,;" (vii) all references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified; (viii) all words used in this Agreement will be construed to be of such gender or number as the circumstances require; (ix) the captions and headings of articles, sections, schedules and exhibits appearing in or attached to this Agreement have been inserted solely for convenience of reference and shall not be considered a part of this Agreement nor shall any of them affect the meaning or interpretation of this Agreement or any of its provisions; (x) any reference to a document or set of documents in this Agreement, and the rights and obligations of the parties under any such documents, shall mean such document or documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions or replacements thereof; and (xi) "or" is not exclusive.

(b) Unless otherwise specified herein, all references in this Agreement to schedules are to the disclosure schedules of the Company delivered to Purchaser before the Agreement Date and supplements thereto delivered pursuant to **Section 6.4** (the "**Schedules**"). The Schedules consist of the agreements, lists, instruments and other documentation described or referred to in this Agreement with respect to the Bank or the Company, as applicable. Any item disclosed on any section to the Schedules shall be deemed to be fully disclosed with respect to all Schedules under which such item may be relevant and to the extent it is reasonably clear on the face of such Schedule that such item applies to such other Schedule. If there is any inconsistency between the statements in the body of this Agreement and those in the Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

(c) All accounting terms not specifically defined herein shall be construed in accordance with the Accounting Standards.

(d) With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

ARTICLE 2

THE MERGER

Section 2.1 The Merger. Provided that this Agreement shall not prior thereto have been terminated in accordance with its express terms, upon the terms and subject to the conditions of this Agreement and in accordance with the applicable provisions of the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company pursuant to the provisions of, and with the effects provided in, the DGCL, following which the separate corporate existence of Merger Sub shall cease and the Company will be the Surviving Entity.

Section 2.2 Closing; Effective Time.

(a) The closing of the Contemplated Transactions (the “**Closing**”) shall occur on a date (the “**Closing Date**”) that is mutually agreed upon by the parties; *provided, however*, that in the absence of an agreement by either party, the Closing shall occur on the date that is five (5) Business Days after the satisfaction or waiver in writing of all of the conditions set forth in **ARTICLE 8** and **ARTICLE 9**. The Closing shall occur via the exchange of documents electronically, through the mail or at a time and place that is mutually acceptable to Purchaser and the Company. Subject to the provisions of **ARTICLE 10**, failure to consummate the Contemplated Transactions on the date and time and at the place determined pursuant to this **Section 2.2** will not by itself result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

(b) The parties hereto agree to file on or immediately prior to the Closing Date a certificate of merger with the Delaware Secretary of State (the “**Delaware Certificate of Merger**”). The Merger shall become effective as of the date specified in the Delaware Certificate of Merger (the “**Effective Time**”).

Section 2.3 Effects of the Merger. The Merger will have the effects specified in the DGCL. Without limiting the generality of the foregoing, the Company will continue to be governed by the laws of the State of Delaware, and the separate corporate existence of the Company and all of its rights, privileges, powers and franchises, public as well as private, and all its debts, liabilities and duties as a corporation organized under the DGCL will continue unaffected by the Merger.

Section 2.4 Organizational Documents of the Surviving Entity. The certificate of incorporation and bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation and bylaws of the Surviving Entity until thereafter amended in accordance with the provisions thereof and applicable Legal Requirements.

Section 2.5 Directors and Officers. The directors and officers of Merger Sub, as in office immediately prior to the Effective Time, shall be the directors and officers, respectively, of the Surviving Entity, from and after the Effective Time, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the terms of the Surviving Entity’s articles of incorporation, bylaws and the DGCL.

Section 2.6 Holding Company Merger. Prior to the Effective Time, the parties will cooperate and use their reasonable best efforts to effect the Holding Company Merger immediately following the Effective Time. At the effective time of the Holding Company Merger, the separate existence of the Company will terminate. Purchaser will be the surviving entity of the Holding Company Merger and will continue its existence under applicable Legal Requirements. The Holding Company Merger shall be accomplished pursuant to a merger agreement in substantially the form attached hereto as **Exhibit D**.

Section 2.7 Deliveries of Purchaser at Closing. At the Closing, Purchaser shall deliver the following items to the Company:

(a) Evidence of the wire transfer to the Exchange Agent of an amount equal to the Conversion Fund and receipt by the Company of an amount equal to the Option Payments and Restricted Stock Payments pursuant to wire instructions delivered to Purchaser by the Company not less than three (3) Business Days prior to the Closing Date;

(b) A certificate executed by Purchaser dated as of the Closing Date stating that: (i) all of the representations and warranties of Purchaser set forth in this Agreement are true and correct in all material respects with the same force and effect as if all of such representations and warranties were made at the Closing (except that to the extent such representations and warranties expressly relate to an earlier date, such representations shall be true and correct on and as of such earlier date); and (ii) Purchaser has performed or complied in all material respects with all of the covenants and obligations to be performed or complied with by it under the terms of this Agreement on or prior to the Closing; *provided, however*, that to the extent any representations and warranties, or performance and compliance with any covenants and obligations, are subject in this Agreement to a standard of Knowledge, materiality, Material Adverse Effect or similar standard, such representations and warranties shall be true and correct in all respects, and Purchaser shall have performed and complied in all respects with such covenants and obligations, in each case to the extent of the Knowledge, materiality, Material Adverse Effect or similar standard set forth herein;

(c) Evidence of the Regulatory Approvals;

(d) Copies of resolutions of the board of directors of Purchaser authorizing and approving this Agreement and the consummation of the Contemplated Transactions, certified as of the Closing Date by Purchaser; and

(e) Such other documents as the Company or its counsel shall reasonably request.

All of such items shall be reasonably satisfactory in form and substance to the Company and its counsel.

Section 2.8 Deliveries of the Company at Closing. At the Closing, the Company shall deliver the following items to Purchaser:

(a) Copies of resolutions of: (i) the board of directors of the Company; and (ii) the Company Stockholders; authorizing and approving this Agreement and the consummation of the Contemplated Transactions, certified as of the Closing Date by the Chief Executive Officer of the Company;

(b) A resignation effective as of the Closing from each of the directors and officers of the Bank, as requested by Purchaser;

(c) A certificate executed by the Chief Executive Officer of the Company dated as of the Closing Date stating that: (i) all of the representations and warranties of the Company set forth in this Agreement are true and correct in all material respects with the same force and effect as if all of such representations and warranties were made at the Closing (except that to the extent such representations and warranties expressly relate to an earlier date, such representations shall be true and correct on and as of such earlier date); and (ii) the Company has performed or complied in all material respects with all of the covenants and obligations to be performed or complied with by it under the terms of this Agreement on or prior to the Closing; *provided, however*, that to the extent any representations and warranties, or performance and compliance with any covenants and obligations, are subject in this Agreement to a standard of Knowledge, materiality, Material Adverse Effect or similar standard, such representations and warranties shall be true and correct in all respects, and the Company shall have performed and complied in all respects with such covenants and obligations, in each case to the extent of the Knowledge, materiality, Material Adverse Effect or similar standard set forth herein;

(d) A good standing certificate for the Company issued by the Secretary of State of the State of Delaware and dated as of the Closing Date;

(e) A good standing certificate for the Bank issued by the OCC and dated not more than ten (10) Business Days prior to the Closing Date;

(f) A copy of the Articles of Association of the Bank certified by the OCC and dated not more than ten (10) Business Days prior to the Closing Date;

(g) A certificate of the Chief Executive Officer of the Bank dated as of the Closing Date: (i) certifying a copy of the Bylaws of the Bank; (ii) stating that there have been no further amendments to the Articles of Association of the Bank delivered pursuant to this **Section 2.8**; (iii) stating that the Company is the sole stockholder of the Bank; and (iv) stating that all Company Transaction Expenses have been paid or accrued by the Company or the Bank as of the Closing Date;

(h) A certificate pursuant to Treasury Regulations Sections 1.1445-2(c)(3) and 1.897-2(h) duly executed by the Company, together with a form of notice to the IRS in accordance with the requirements of Treasury Regulations Section 1.897-2(h), in each case, in form and substance reasonably acceptable to Purchaser;

(i) A copy of all executed ESOP Loan Termination Documentation; and

(j) Such other documents as Purchaser or its counsel shall reasonably request.

All of such items shall be reasonably satisfactory in form and substance to Purchaser and its counsel.

Section 2.9 Withholding. Notwithstanding anything in this Agreement to the contrary, Purchaser will be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts, if any, as Purchaser is required to deduct and withhold under the Code or any other applicable Legal Requirements; *provided, however*, that Purchaser shall use commercially reasonable efforts to provide such party with written notice of its intent to withhold and permit the recipient to provide any documentation that might reduce or eliminate the withholding obligation, to the extent permitted by applicable Legal Requirements. Any amounts so deducted and withheld and paid over to or deposited with the appropriate taxing authority will be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

Section 2.10 Absence of Control. Subject to any specific provisions of this Agreement, it is the intent of the parties to this Agreement that Purchaser, by reason of this Agreement, shall not be deemed (until consummation of the Contemplated Transactions) to control, directly or indirectly, the Bank and shall not exercise, or be deemed to exercise, directly or indirectly, a controlling influence over the management or policies of the Bank.

ARTICLE 3

CONVERSION OF SECURITIES IN THE MERGER

Section 3.1 Consideration.

(a) The aggregate consideration to be paid in the Merger (the **“Merger Consideration”**) shall be an amount equal to \$73,662,000 in cash, which amount shall be sufficient to pay (i) the Per Share Merger Consideration for each share of Company Common Stock issued and outstanding at Closing (inclusive of the aggregate amount of Restricted Stock Payments to be made to holders of Company Restricted Stock), and (ii) the aggregate amount of all Option Payments to be made to holders of Company Stock Options. In the event that the pre-tax amount of Company Transaction Expenses is greater than \$4,500,000, then the Merger Consideration shall be reduced by an amount that is equal to such difference. There shall be no adjustment to the Merger Consideration in the event that the pre-tax amount of Company Transaction Expenses is less than or equal to \$4,500,000.

(b) **Section 3.1(b)** of the Schedules sets forth an itemized list and estimated dollar amount of the Company Transaction Expenses that can reasonably be determined as of the Agreement Date. Within five (5) Business Days prior to the Closing Date, the Company shall deliver to Purchaser a final itemized list and dollar amount of the Company Transaction Expenses. All Company Transaction Expenses shall be accrued or paid by the Bank or the Company prior to the Effective Time.

Section 3.2 Cancellation of Shares.

(a) At the Effective Time, each share of Company Common Stock (other than Dissenters’ Shares and shares held by Purchaser) issued and outstanding will no longer be outstanding and will automatically be cancelled and converted into the right to receive the Per Share Merger Consideration. Certificates (it being understood that any reference herein to a “certificate” be deemed to include reference to any book-entry account statement relating to the ownership of Company Common Stock) that represented Company Common Stock before the Effective Time will be deemed for all purposes to represent only the right to receive the Per Share Merger Consideration.

(b) Notwithstanding anything in this **Section 3.2** to the contrary, at the Effective Time and by virtue of the Merger, each share of Company Common Stock held in the Company's treasury will be cancelled and no consideration will be issued or paid in exchange therefor.

(c) Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) share of common stock, no par value per share, of the Surviving Entity.

Section 3.3 Exchange of Certificates. The exchange agent for purposes of this Agreement (the "**Exchange Agent**") shall be selected by Purchaser and reasonably acceptable to the Company (which acceptance shall not be unreasonably withheld, conditioned or delayed), and Purchaser shall execute and deliver any necessary exchange agent agreement at or prior to the Effective Time. Purchaser shall be solely responsible for the payment of any fees and expenses of the Exchange Agent.

(a) At or prior to the Effective Time, Purchaser shall make available to the Exchange Agent, for the benefit of Company Stockholders for exchange in accordance with this **ARTICLE 3** sufficient cash for payment of the Merger Consideration pursuant to **Section 3.1** (less an amount equal to the aggregate amount of all Option Payments and Restricted Stock Payments, which amount will be paid to the Company at least one (1) business day prior to the Effective Time for distribution through payroll of the Company or its applicable Subsidiary, or through such other process as agreed to by the parties, in each case in accordance with **Section 3.4**). Such amount of cash to be provided to the Exchange Agent as set forth in this **Section 3.3(a)** is referred to as the "**Conversion Fund**."

(b) As promptly as reasonably practicable after the Effective Time, but in no event later than five (5) Business Days after the Closing Date, Purchaser shall cause the Exchange Agent to mail to each holder of record of one or more certificates representing shares of Company Common Stock ("**Company Stock Certificates**") a letter of transmittal ("**Letter of Transmittal**"), in a form to be agreed by the parties, which specifies, among other things, that delivery shall be effected, and risk of loss and title to Company Stock Certificates shall pass, only upon delivery of such certificates to the Exchange Agent, together with instructions for use in effecting the surrender of Company Stock Certificates pursuant to this Agreement.

(c) Upon proper surrender of a Company Stock Certificate for exchange to the Exchange Agent, together with a properly completed and duly executed Letter of Transmittal, the holder of such Company Stock Certificate shall be entitled to receive in exchange therefor his, her or its Per Share Merger Consideration deliverable in respect of the shares of Company Common Stock represented by such Company Stock Certificate; thereupon such Company Stock Certificate shall forthwith be cancelled. No interest will be paid or accrued on the Per Share Merger Consideration deliverable upon surrender of a Company Stock Certificate.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of the Company of Company Common Stock.

(e) Any portion of the Conversion Fund that remains unclaimed by the stockholders of the Company twelve (12) months after the Effective Time shall be paid to the Surviving Entity, or its successors in interest. Any Company Stockholders who have not theretofore complied with this **ARTICLE 3** shall thereafter look only to the Surviving Entity, or its successors in interest, for payment of the Per Share Merger Consideration. Notwithstanding the foregoing, none of the Surviving Entity, the Exchange Agent or any other person shall be liable to any former holder of shares of Company Common Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

(f) In the event any Company Stock Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Company Stock Certificate to be lost, stolen or destroyed and, if required by the Exchange Agent, the posting by such person of a bond in such amount as the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it with respect to such Company Stock Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Company Stock Certificate, and in accordance with this **ARTICLE 3**, the Per Share Merger Consideration.

Section 3.4 Treatment of Equity Awards.

(a) Immediately prior to the Effective Time, by virtue of the Merger and without any further action on the part of the holders thereof, Purchaser, Merger Sub or the Company, each Company Stock Option that is outstanding as of immediately prior to the Effective Time, all of which such options shall be deemed vested as of immediately prior to the Effective Time, shall be canceled and automatically converted into the right to receive an amount in cash equal to the product of: (i) the total number of shares of Company Common Stock underlying such Company Stock Option, multiplied by (ii) the excess, if any, of (A) the Per Share Merger Consideration, over (B) the per share exercise price for such Company Stock Option (each, an “**Option Payment**”), net of any withholding Taxes required to be deducted and withheld by applicable Legal Requirements. Each Company Stock Option with a per share exercise price that is equal to or greater than the Per Share Merger Consideration shall be canceled at the Effective Time without the payment of consideration therefor. At least five (5) Business Days prior to the Closing Date, the Company shall deliver to Purchaser a final list setting forth the name of each holder of Company Stock Options who will receive an Option Payment, and the amount of such Option Payment. Each Option Payment shall be payable on or as soon as administratively practicable following the Effective Time by the Company (or its applicable Subsidiary) through payroll, net of any withholding Taxes required to be deducted and withheld by applicable Legal Requirements; *provided*, that prior to the Effective Time, the Company shall use commercially reasonable efforts to cause each holder of the underlying Company Stock Option to deliver to the Company a cancellation agreement (a “**Cancellation Agreement**”), in a form reasonably satisfactory to Purchaser, acknowledging such holder’s right to the applicable Option Payment and releasing any claims such holder may have with respect to cancellation and conversion of each such Company Stock Option. No interest shall accrue or be paid on the amounts payable pursuant to this **Section 3.4(a)**. To the extent that amounts are so deducted or withheld pursuant to this **Section 3.4(a)** and remitted to the appropriate governmental entity or other required recipient, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of such deduction and withholding was made. The Company shall use commercially reasonable efforts to obtain an executed Cancellation Agreement from each holder of Company Stock Options prior to the Effective Time. In the event such a holder has not delivered a Cancellation Agreement prior to the Effective Time, the applicable Option Payment, net of any withholding Taxes required to be deducted and withheld by applicable Legal Requirements, shall be payable as soon as administratively practicable following delivery of the Cancellation Agreement by the holder, provided that such payment shall be made no later than the last day of the calendar year during which the Effective Time occurs.

(b) Immediately prior to the Effective Time, by virtue of the Merger and without any further action on the part of the holders thereof, Purchaser, Merger Sub or the Company, each share of Company Restricted Stock that is outstanding immediately prior to the Effective Time shall vest in full and the restrictions thereon shall lapse, and, as of the Effective Time, each such share of Company Restricted Stock shall be considered outstanding shares of Company Common Stock and automatically converted into the right to receive the Per Share Merger Consideration (each, a “**Restricted Stock Payment**”); provided that each Restricted Stock Payment shall be payable on or as soon as administratively practicable following the Effective Time by the Company (or its applicable Subsidiary) through payroll, net of any withholding Taxes required to be deducted and withheld by applicable Legal Requirements. To the extent that amounts are so deducted or withheld pursuant to this **Section 3.4(b)** and remitted to the appropriate governmental entity or other required recipient, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of such deduction and withholding was made. No interest shall accrue or be paid on the amounts payable pursuant to this **Section 3.4(b)**. At least five (5) Business Days prior to the Closing Date, the Company shall deliver to Purchaser a final list setting forth the name of each holder of Company Restricted Stock who will receive a Restricted Stock Payment, and the amount of such Restricted Stock Payment.

(c) Prior to the Closing, the Company, or the appropriate committee of the board of directors of the Company, as applicable, shall take any and all such actions as are necessary, including the adoption of appropriate resolutions, to give effect to the transactions contemplated by this **Section 3.4**, including to provide that the Company Stock Plan and all awards issued thereunder will terminate as of the Effective Time, subject to payment as provided in this **Section 3.4**.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Purchaser as follows:

Section 4.1 Company Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has no Subsidiaries other than the Subsidiaries listed on Exhibit 21 to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on March 27, 2026. The Company is registered with the Federal Reserve as a savings and loan holding company under the Home Owners’ Loan Act of 1933, as amended. The Company has full power and authority, corporate and otherwise, to operate as a savings and loan holding company and to own, operate and lease its properties as presently owned, operated and leased, and to carry on its business as it is now being conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted or the properties or assets owned or leased by it makes such qualification necessary; except where the failure to be so qualified to do business or be in good standing in any such jurisdiction is not reasonably likely to have a Material Adverse Effect on the Company. The copies of the Charter and Bylaws, and all amendments thereto, set forth in the Company SEC Reports are complete and correct.

Section 4.2 Bank Organization. The Bank is a federal savings bank duly organized, validly existing and in good standing under the laws of the United States, and its deposits are insured under the provisions of Chapter 16 of Title 12 of the United States Code relating to the FDIC, as amended, and all premiums and assessments required to be paid in connection therewith have been paid by the Bank when due. No Proceedings for the revocation or termination of such deposit insurance are pending or, to the Knowledge of the Company, Threatened. The Bank has no Subsidiaries. The Bank has full power and authority, corporate and otherwise, to own, operate and lease its properties as presently owned, operated and leased, and to carry on its business as it is now being conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted or the properties or assets owned or leased by it makes such qualification necessary, except where the failure to be so qualified to do business or be in good standing in any such jurisdiction is not reasonably likely to have a Material Adverse Effect on the Bank. Copies of the charter and bylaws of the Bank, and all amendments thereto, are set forth on and attached to **Section 4.2** of the Schedules and are complete and correct.

Section 4.3 Authorization; Enforceability. The Company has the requisite power and authority to enter into and perform its obligations under this Agreement, subject to receipt of the Regulatory Approvals and the approval of the Company Stockholders in accordance with **Section 6.6**. The execution, delivery and performance of this Agreement by the Company, and the consummation of its obligations under this Agreement, have been authorized by all necessary corporate action of the board of directors of the Company, and this Agreement constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and subject to general principles of equity.

Section 4.4 No Conflict. Neither the execution or delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (a) contravene, conflict with or result in a violation of any provision of the Charter, the Bylaws or the charter or bylaws of the Bank, each as in effect on the Agreement Date, or any currently effective resolution adopted by the board of directors or stockholder(s) of either the Bank or the Company; (b) contravene, conflict with or result in a violation of, or give any Regulatory Authority or other Person the valid and enforceable right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which the Bank or the Company, or any of their respective assets that are owned or used by them, may be subject, except for any contravention, conflict or violation that is permissible by virtue of obtaining the Regulatory Approvals necessitated by the Contemplated Transactions, including such approvals under the Change in Bank Control Act, as amended; (c) contravene, conflict with or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any Contract to which the Bank is a party or by which any of its assets is bound; or (d) result in the creation of any lien, charge or encumbrance upon or with respect to any of the assets owned or used by the Bank; except, in the case of each of clauses (c) and (d), where any such contravention, conflict, violation, breach, lien, charge or encumbrance would not reasonably be expected to have a Material Adverse Effect on the Bank. Except: (i) as set forth on **Section 4.4** of the Schedules; (ii) for the approval or confirmation of non-review by the SEC of the Proxy Statement (as defined in **Section 6.6**); (iii) for the Company Stockholders Approval referred to in **Section 6.6**; and (iv) the approvals referred to **Section 8.1**, neither the Bank nor the Company is or will be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

Section 4.5 Company Capitalization.

(a) The authorized capital stock of the Company currently consists exclusively of: (i) (A) 10,000,000 shares of Company Common Stock, of which, as of May 12, 2026 (the “**Capitalization Date**”), (1) 5,599,859 shares were issued and 5,261,533 shares were outstanding, including (a) 92,740 shares of Company Restricted Stock, and (b) 428,211 shares of Company Common Stock held by the ESOP; (2) 467,500 shares of Company Common Stock underlying awards of Company Stock Options; and (3) 338,326 shares held in treasury by the Company; and (ii) 1,000,000 shares of Company Preferred Stock, of which no shares were issued and outstanding as of the Capitalization Date. The Company does not have outstanding any bonds, debentures, notes or other debt obligations having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) with the Company Stockholders on any matter. All of the issued and outstanding shares of Company Common Stock have been duly authorized and validly issued and fully paid, nonassessable and free of preemptive rights. The Company’s securities are not listed, or quoted, for trading on any U.S. domestic or foreign securities exchange, other than the Nasdaq Capital Market and the Company satisfies in all material respects all of the continued listing criteria of the Nasdaq Capital Market. The Company has not received any notice of non-compliance or deficiency from the Nasdaq Capital Market that is outstanding or has not been cured as of the Agreement Date.

(b) As of the Capitalization Date, no shares of Company Common Stock were reserved for issuance except for: (i) 467,500 shares of Company Common Stock reserved for issuance in connection with stock options, restricted stock units, or other equity awards under Company Stock Plans; and (ii) 26,296 shares of Company Common Stock reserved for issuance pursuant to future awards under Company Stock Plans

(c) Other than the Company Stock Options and Company Restricted Stock, no equity-based awards were outstanding as of the Capitalization Date. Since December 31, 2025 through the Agreement Date, the Company has not: (i) issued or repurchased any shares of Company Common Stock or other equity securities of the Company or (ii) issued or awarded any stock options, stock appreciation rights, restricted shares, restricted stock units, deferred equity units, awards based on the value of Company Common Stock or any other equity-based awards. From December 31, 2025 through the Agreement Date, neither the Company nor any of its Subsidiaries has: (A) accelerated the vesting of or lapsing of restrictions with respect to any award under any Company Stock Plan; (B) with respect to executive officers of the Company or its Subsidiaries, entered into or amended any employment, severance, change in control or similar agreement (including any agreement providing for the reimbursement of excise taxes under Section 4999 of the Code); or (C) adopted or materially amended any Benefit Plan.

(d) None of the shares of Company Common Stock were issued in violation of any federal or state securities laws or any other applicable Legal Requirement. As of the Agreement Date there are: (i) no outstanding subscriptions, Contracts, conversion privileges, options, warrants, calls or other rights obligating the Company or any of its Subsidiaries to issue, sell or otherwise dispose of, or to purchase, redeem or otherwise acquire, any shares of capital stock of the Company or any of its Subsidiaries, other than the Company Stock Options; and (ii) no contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of Company Common Stock or any equity security of the Company or its Subsidiaries, or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of the Company or its Subsidiaries. Except as permitted by this Agreement, since December 31, 2025, no shares of Company Common Stock have been purchased, redeemed or otherwise acquired, directly or indirectly, by the Company or any of its Subsidiaries, and no dividends or other distributions payable on any equity securities of the Company or any of its Subsidiaries has been declared, set aside, made or paid to the stockholders of the Company. Other than its Subsidiaries, the Company does not own, nor has any Contract to acquire, any equity interests or other securities of any Person or any direct or indirect equity or ownership interest in any other business.

Section 4.6 Bank Capitalization. The authorized capital stock of the Bank currently consists, and at the Closing will consist, exclusively of 1,000 shares of common stock, par value \$1.00 per share, all of which have been duly authorized and are validly issued and outstanding, fully paid, nonassessable and owned of record by the Company. None of the shares of Bank common stock have been issued in violation of any federal or state securities laws or any other Legal Requirement. Except for the Regulatory Approvals and as set forth on **Section 4.6** of the Schedules, the Bank common stock is freely transferable and free and clear of any lien or encumbrance whatsoever. No such shares of Bank common stock have been purchased, redeemed or otherwise acquired, directly or indirectly, by the Bank and no dividends or other distributions payable in any equity securities of the Bank have been declared, set aside, made or paid. None of the shares of authorized capital stock of the Bank are, nor immediately prior to the Closing will they be, subject to any claim of right inconsistent with this Agreement. There are no outstanding subscriptions, contracts, conversion privileges, options, warrants, calls or other rights obligating the Bank or the Company to issue, sell or otherwise dispose of, or to purchase, redeem or otherwise acquire, any shares of the capital stock of the Bank, and, except as otherwise disclosed in this Agreement, neither the Bank nor the Company is a party to any Contract relating to the issuance, purchase, sale or transfer of any equity securities or other securities of the Bank. The Bank does not own or have any Contract to acquire any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business except investment securities acquired in the Ordinary Course of Business.

Section 4.7 Company SEC Reports; Financial Statements and Reports; Regulatory Filings

(a) True, correct and complete copies of the following financial statements have been provided or made available to Purchaser: (i) Call Reports for the Bank as of and for the years ended December 31, 2025 and 2024; and (ii) a Call Report for the Bank as of and for the quarter ended March 31, 2026.

(b) The Company has timely filed all Company SEC Reports, except where the failure to file any Company SEC Report, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on the Company, and all such Company SEC Reports complied as to form in all material respects, as of their respective filing dates and effective dates, as the case may be, with all applicable requirements of the Securities Act and the Exchange Act, as the case may be, and the published rules and regulations of the SEC thereunder which are applicable to the Company. The Company SEC Reports were prepared in accordance with applicable Legal Requirements in all material respects. As of their respective filing dates, none of the Company SEC Reports contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that information filed as of a later date (but before the Agreement Date) is deemed to modify information as of an earlier date. As of the Agreement Date, there are no outstanding comments from, or unresolved issues raised by, the SEC with respect to any of the Company SEC Reports. No Subsidiary of the Company is required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act.

(c) The financial statements presented (or incorporated by reference) in the Company SEC Reports (including the related notes, where applicable) have been prepared in conformity with the Accounting Standards, except in each case as indicated in such statements or the notes thereto, and comply in all material respects with all applicable Legal Requirements. Taken together, the financial statements presented in the Company SEC Reports (collectively, the “**Company Financial Statements**”) are complete and correct in all material respects and fairly and accurately present the respective financial position, assets, liabilities and results of operations of the Company and each of its Subsidiaries at the respective dates of and for the periods referred to in the Company Financial Statements, subject to normal year-end audit adjustments that are not or will not be material in amount or effect in the case of unaudited Company Financial Statements. The Company Financial Statements do not include any material assets or omit to state any material liabilities or other facts, which inclusion or omission would render the Company Financial Statements misleading in any material respect as of the respective dates and for the periods referred to in the respective Company Financial Statements. As of the Agreement Date, Plante & Moran, PLLC has not resigned (or informed the Company that it intends to resign) or been dismissed as independent registered public accountants of the Company.

(d) The Company is in compliance in all material respects with all of the provisions of the Sarbanes-Oxley Act of 2002 that are applicable to it or any of its Subsidiaries. The Company maintains a system of “disclosure controls and procedures” as defined in Rule 13a-15 and 15d-15 under the Exchange Act. As of the Agreement Date, to the Knowledge of the Company, its “disclosure controls and procedures” were effective, in all material respects.

(e) The Company has established and maintained a system of ICFR applicable to the Company and its consolidated Subsidiaries. The Company's certifying officers have evaluated the effectiveness of the Company's ICFR as of the end of the period covered by the most recently filed annual report on Form 10-K of the Company under the Exchange Act. The Company presented in such report the conclusions of the certifying officers about the effectiveness of the Company's ICFR based on their evaluations as of such date. Since such date, there have been no changes in the Company's ICFR that have materially affected, or are reasonably likely to materially affect, the Company's ICFR.

(f) The Company and each of its Subsidiaries has filed all forms, reports and documents required to be filed since January 1, 2024, with all applicable banking authorities except to the extent failure would not have a Material Adverse Effect on the Company and each of its Subsidiaries. Such forms, reports and documents: (i) complied as to form in all material respects with applicable Legal Requirements; and (ii) did not at the time they were filed, after giving effect to any amendment thereto filed prior to the Agreement Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that information filed as of a later date (but before the Agreement Date) is deemed to modify information as of an earlier date.

(g) To the Knowledge of the Company, there has not been any event or occurrence since January 1, 2024 that would result in a determination that the Bank is not an eligible depository institution as defined in 12 C.F.R. § 303.2(r).

(h) Except for interim periods subject to normal year-end adjustments that are not or will not be material in amount or effect, the financial statements in clause (a) above (collectively, the "**Bank Financial Statements**") have been prepared in accordance with the Accounting Standards. The Bank Financial Statements are true and correct in all material respects and fairly and accurately present the financial position, assets, liabilities and results of operations of the Bank as at the respective dates of, and for the periods referred to in, the Bank Financial Statements, subject to normal year-end, nonmaterial adjustments in amounts consistent with past practice. The Bank Financial Statements do not include any material assets or omit to state any material liabilities or other facts, which inclusion or omission would render the Bank Financial Statements misleading in any material respect as of the respective dates and for the periods referred to in the respective Bank Financial Statements.

Section 4.8 Books and Records. The books of account, minute books, stock record books and other records of the Bank are true and correct in all material respects and have been maintained in accordance with the Bank's business practices and all applicable Legal Requirements, including the maintenance of any adequate system of internal controls required by applicable Legal Requirements. The minute books of the Bank contain true and correct records of all meetings held, and corporate action taken by, the Bank's board of directors and committees of the board of directors of the Bank, and at the Closing, all of those books and records will be in the possession of the Bank.

Section 4.9 Title to Properties.

(a) **Section 4.9(a)** of the Schedules lists or describes, as of the Agreement Date: (i) all interests in real property owned by the Company or any of its Subsidiaries, other than OREO ("**Owned Real Estate**"); and (ii) each lease of real property to which the Company or any of its Subsidiaries is a party, including in each case the address of such real property and the proper identification, if applicable, of each such property as a main office, branch office or other office and, in the case of each lease, the position of the Company or such Subsidiary as landlord or tenant under such lease.

(b) The Company or one of its Subsidiaries, as appropriate, has good and insurable title to all assets and properties, whether real or personal, tangible or intangible, that it purports to own, other than OREO, subject to no liens, mortgages, security interests, encumbrances or charges of any kind, except: (i) as noted in the most recent Company Financial Statements; (ii) statutory liens for Taxes not yet delinquent or being contested in good faith by appropriate Proceedings and for which appropriate reserves have been established and reflected in the Company Financial Statements; (iii) pledges or liens required to be granted in connection with the acceptance of government deposits, granted in connection with repurchase or reverse repurchase agreements, securing any discount with, borrowing from, or obligations to any Federal Reserve Bank or Federal Home Loan Bank, interbank credit facilities or any transaction by the Bank acting in a fiduciary capacity or otherwise incurred in the Ordinary Course of Business; (iv) easements, rights of way, covenants, conditions, restrictions and other similar encumbrances that do not materially affect the present use of the properties or assets subject thereto or affected thereby or otherwise materially impair the present business operations at such properties; (v) minor defects and irregularities in title and encumbrances that do not materially impair the use thereof for the purposes for which they are held as of the Agreement Date; (vi) liens or deposits in connection with worker's compensation, unemployment insurance, social security or other insurance; (vii) inchoate mechanic's and materialmen's liens for construction in progress and workmen's, repairmen's, warehousemen's and carrier's liens arising in the Ordinary Course of Business of the Company or its Subsidiaries consistent with past practice; (viii) liens existing on any asset of any Person at the time such Person is acquired by or is combined with the Company or any of its Subsidiaries, *provided* the lien was not created in contemplation of that event, and, *provided further*, that the lien does not materially impact the use or the value of the subject property or asset; (ix) liens on property required by Regulation W promulgated by the Federal Reserve; and (x) liens incidental to the conduct of business or ownership of property of the Bank which do not in the aggregate materially detract from the value of the property or materially impair the use thereof as of the Agreement Date; (collectively, the "**Permitted Encumbrances**").

(c) The Company or one of its Subsidiaries, as appropriate, as tenant has the right under valid and existing leases to occupy, use, possess and control any and all of the respective property leased by it, and each such lease is valid, in full force and effect, and without default thereunder by the tenant or, to the Knowledge of the Company, the landlord. The Company has delivered to Purchaser full, complete and correct copies of all leases for leased real property, including any amendments or modifications thereto.

(d) To the Knowledge of the Company, all buildings and structures owned by the Company or any of its Subsidiaries lie wholly within the boundaries of the real property owned or validly leased by it, and do not encroach upon the property of, or otherwise conflict with the property rights of, any other Person, except for such encroachments or conflicts that would not reasonably be expected to have a Material Adverse Effect on the Company. There are no pending, or, to the Knowledge of the Company, Threatened condemnation or similar proceedings against any owned or leased real property set forth on **Section 4.9(a)** of the Schedules. No Person other than the Company or its Subsidiaries has any right to use, occupy or operate any portion of the owned or leased real property set forth on **Section 4.9(a)** of the Schedules.

Section 4.10 Condition and Sufficiency of Assets. To the Knowledge of the Company, the equipment and safe deposit boxes of the Bank are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such equipment or safe deposit boxes is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in the aggregate in nature or in cost. To the Company's Knowledge, except as set forth on **Section 4.10** of the Schedules, the Bank has received no written notice from any governmental authority that the real property, buildings, structures and equipment owned or leased by the Bank are in violation of any building and development codes or other restrictions, including subdivision regulations, building and construction regulations, drainage codes, health, fire and safety laws and regulations, utility tariffs and regulations, conservation laws and zoning laws and ordinances. To the Company's Knowledge, except as set forth on **Section 4.10** of the Schedules, the assets and properties, whether real or personal, tangible or intangible, that the Bank purports to own are sufficient for the continued conduct of the business of the Bank after the Closing in substantially the same manner as conducted prior to the Closing.

Section 4.11 Loans; OREO; Allowance for Credit Losses.

(a) Each loan, loan agreement, note, lease or other borrowing agreement, any participation therein, and any guaranty, renewal or extension thereof (collectively, "**Bank Loans**") reflected as an asset on any of the Bank Financial Statements or reports filed with the Regulatory Authorities is evidenced by documentation that is customary and legally sufficient in all material respects and constitutes the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally or equitable principles or doctrines.

(b) The Bank's loan files contain all notes, leases and other necessary evidences of any Bank Loan, including all loan agreements, loan participation agreements and certificates, security agreements, mortgages, guarantees, amendments, uniform commercial code financing statements and similar documents evidencing collateral or other financial accommodations relating to the Bank Loans ("**Loan Documents**"). All Loan Documents are correct in amount and were given for valid consideration. None of the obligations represented by the Loan Documents has been modified, altered, forgiven, discharged or otherwise disposed of except as indicated by the Loan Documents or as a result of bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally or equitable principles or doctrines.

(c) All Bank Loans originated or purchased by the Bank were made or purchased in accordance with the policies of the Bank, or pursuant to standard exceptions thereto, and in the Ordinary Course of Business of the Bank and in material compliance with all applicable Legal Requirements. Except as set forth on **Section 4.11(e)** of the Schedules, the Bank's interest in all Bank Loans is free and clear of any security interest, lien, encumbrance or other charge, and the Bank has complied in all material respects with all Legal Requirements relating to such Bank Loans.

(d) Except as set forth on **Section 4.11(d)** of the Schedules, the Bank is not a party to any Bank Loan: (i) under the terms of which the obligor is more than ninety (90) days delinquent in payment of principal or interest or in default of any other material provision as of the dates shown thereon or for which the Bank has discontinued the accrual of interest; (ii) that has been classified as "substandard," "doubtful," "loss," "other loans specially mentioned" or any comparable classifications by the Bank; or (iii) that has been listed on any "watch list" or similar internal report of the Bank.

(e) The collateral for each secured Bank Loan is (i) the collateral described in the related Bank Loan documentation; (ii) subject to a valid, enforceable and perfected lien in favor of the Bank and with the lien priority as noted in the records of Bank; and (iii) to the Knowledge of the Company, in material compliance with all applicable Environmental Laws.

(f) **Section 4.11(f)** of the Schedules sets forth a complete list of all outstanding Bank Loans in which the Bank has participated with other parties as the originating lender and all outstanding Bank Loans purchased by Bank from other parties as participations. Except as set forth on **Section 4.11(f)** of the Schedules, there is no recourse against Bank with respect to any participation loan or other Bank Loans set forth on **Section 4.11(f)** of the Schedules, and the terms of the participation do not require or permit allocation of payments among participants on any basis other than pro rata in relation to the participant's share of the participation loan.

(g) **Section 4.11(g)** of the Schedules sets forth a complete list of all other real estate owned by the Bank ("OREO") by address and reference to the applicable loan file.

(h) As of the Agreement Date and except as set forth on **Section 4.11(h)** of the Schedules, the Bank's allowance for credit losses reflected in the Bank Financial Statements was determined on the basis of the Bank's continuing review and evaluation of the portfolio of Bank Loans in accordance with applicable regulation and applied on a basis consistent with past practices and the Bank's internal policies and, in the reasonable judgment of Bank, is adequate in all material respects as of their respective dates under all applicable Legal Requirements to provide for possible or specific losses, net of recoveries relating to Bank Loans previously charged-off, on outstanding Bank Loans.

(i) Except for periodic deposit overdrafts, none of the Bank Loans are subject to any offset or claim of offset on the part of the Bank.

Section 4.12 Undisclosed Liabilities; Adverse Changes. Neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) that would reasonably be expected to have a Material Adverse Effect on such party, except for liabilities or obligations reflected or reserved against in the Bank Financial Statements, obligations specifically permitted by this Agreement and current liabilities incurred in the Ordinary Course of Business since the respective dates of such Bank Financial Statements. Except as set forth on **Section 4.12** of the Schedules or as specifically permitted or required under this Agreement, since December 31, 2025, each of the Company and its Subsidiaries has conducted its business only in the Ordinary Course of Business, and there has not been any Material Adverse Effect on either the Company or its Subsidiaries, no officer of the Company or its Subsidiaries has resigned or Threatened to resign or otherwise leave the Company or its Subsidiaries, and, to the Knowledge of the Company, no event has occurred or circumstance exists, that has had or would reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries.

Section 4.13 Taxes.

(a) Except as set forth on **Section 4.13(a)** of the Schedules, the Company and each of its Subsidiaries has: (i) prepared and timely filed all income Tax Returns and other material Tax Returns required to be filed by the Company and each of its Subsidiaries, as applicable, pursuant to applicable Legal Requirements, and such Tax Returns are true and correct and complete in all material respects and have been completed in compliance with applicable Legal Requirements; and (ii) fully and timely paid all Taxes due and payable by the Company and its Subsidiaries (whether or not shown as due on such Tax Returns). The Company and each of its Subsidiaries has paid, or made adequate provision for the payment of, all Taxes (whether or not reflected in Tax Returns as filed or to be filed) due and payable by the Company and each of its Subsidiaries, or claimed to be due and payable by any Regulatory Authority, in each case for periods ending on or before the Closing Date, and neither the Company nor any of its Subsidiaries is delinquent in the payment of any Tax.

(b) The Company and each of its Subsidiaries has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. The Company and each of its Subsidiaries has complied with all information reporting and withholding provisions of applicable Legal Requirements.

(c) The Company has: (i) never been a member of an affiliated group (within the meaning of Section 1504(a) of the Code) filing a consolidated federal income Tax Return (other than a group the common parent of which is the Company); (ii) no liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law (including any arrangement for group or consortium relief or similar arrangement)), as a transferee or successor, by operation of Law, by Contract, or otherwise; and (iii) never been a party to any joint venture, partnership or other arrangement that could be treated as a partnership for Tax purposes. The Company is not a party to, or bound by, any Tax sharing, indemnification, allocation or similar agreement or arrangement.

(d) Neither the Company nor any of its Subsidiaries will be required to include any material item or amount of income in, or exclude any material item or amount 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 or use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (ii) "closing agreement," as described in Section 7121 of the Code (or any similar provision of state, local or non-U.S. income Law regarding Taxes); (iii) prepaid income or deferred revenue received on or prior to the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; or (v) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Law regarding Taxes).

(e) There is no claim or assessment pending or, to the Knowledge of the Company, Threatened against the Bank or the Company for any Taxes owed by either of them. No Proceeding related to Taxes paid or payable by the Bank or the Company is presently being conducted or, to the Knowledge of the Company, Threatened by any Regulatory Authority.

(f) No written claim has ever been made to the Company or any of its Subsidiaries by any Regulatory Authority in a jurisdiction where either the Company or any of its Subsidiaries do not file a Tax Return that the Company or any of its Subsidiaries, as applicable, is or may be subject to Taxes by that jurisdiction.

(g) The Company and each of its Subsidiaries has delivered or made available to Purchaser true, correct and complete copies of all Tax Returns filed with respect to the last three fiscal years by the Company and each of its Subsidiaries and any tax examination reports and statements of deficiencies assessed or agreed to for any such time period.

(h) Neither the Company nor any of its Subsidiaries is the beneficiary of any extension of time within which to file any Tax Returns.

(i) There are no liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of the Company or any of its Subsidiaries.

(j) Neither the Company nor any of its Subsidiaries is, or has ever been, a party to any "reportable transaction" as defined in Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b). Neither the Company nor any of its Subsidiaries has engaged in a transaction that is the same as or substantially similar to one of the types of transactions that the Internal Revenue Service has determined to be a Tax avoidance transaction and identified by notice, regulation, or other form of published guidance as a listed transaction, as set forth in Treasury Regulations Section 1.6011-4(b)(2).

(k) There is currently no limitation on the utilization of net operating losses, capital losses, built-in losses, tax credits or similar items of the Company or any of its Subsidiaries under Code Sections 269, 382, 383, 384 or 1502 and the Treasury Regulations thereunder (and comparable provisions of state, local or foreign Laws), in each case arising from any event or transaction occurring prior to the Closing Date.

(l) Neither the Company nor any of its Subsidiaries has distributed the stock of another Person, and has not 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 361 of the Code. Neither the Company nor any of its Subsidiaries has been a party to a transaction reported or intended to qualify as a reorganization under Section 368 of the Code.

(m) Except as set forth on **Section 4.13(m)** of the Schedules, neither the Company nor any of its Subsidiaries has claimed any “employee retention credits” under the CARES Act.

(n) Neither the Company nor any of its Subsidiaries is, or has been at any time during the five-year period ending on the Closing Date, a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code and Treasury Regulation Section 1.897-2. The Company is not aware of any facts or circumstances that would cause the Company or any of its Subsidiaries to be treated as a United States real property holding corporation as of the Closing Date.

Section 4.14 Compliance with Legal Requirements. The Company and each of its Subsidiaries holds all licenses, certificates, permits, franchises and rights from all appropriate Regulatory Authorities necessary for the conduct of its business. Except for any Proceeding or Order issued by any Regulatory Authority that is confidential and nonpublic, the Company and each of its Subsidiaries is, and at all times since January 1, 2024, has been, in compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries. Since January 1, 2024, except as set forth on **Section 4.14** of the Schedules, no event has occurred or circumstance exists that (with or without notice or lapse of time): (a) may constitute or result in a violation by any of the Company or its Subsidiaries of, or a failure on the part of the Company or its Subsidiaries to comply with, any Legal Requirement; or (b) may give rise to any obligation on the part of the Company or its Subsidiaries to undertake, or to bear all or any portion of the cost of, any remedial action of any nature in connection with a failure to comply with any Legal Requirement; except, in either case, where the failure to comply or the violation would not reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries. Except for any Proceeding or Order issued by any Regulatory Authority that is confidential and nonpublic, neither the Company nor any of its Subsidiaries has received, at any time since January 1, 2024, any notice or other communication (whether written or, if material, oral) from any Regulatory Authority, nor does the Company have any Knowledge regarding: (i) any actual or alleged violation of, or failure to comply with, any Legal Requirement; or (ii) any actual or alleged obligation on the part of the Company or its Subsidiaries to undertake, or to bear all or any portion of the cost of, any remedial action of any nature in connection with a failure to comply with any Legal Requirement, except where any such violation, failure or obligation would not reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries. The Company and each of its Subsidiaries maintains safeguards designed to protect and maintain the confidentiality of all customer information held by such party in accordance with all of its applicable privacy policies, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act and other applicable Legal Requirements.

Section 4.15 Legal Proceedings; Orders.

(a) Except for any Proceeding or Order issued by any Regulatory Authority that is confidential and nonpublic, set forth or **Section 4.15** of the Schedules is a true and correct list of all Proceedings and Orders pending, entered into or, to the Knowledge of the Company, Threatened against the Company or its Subsidiaries, or any of their respective assets or business, or the Contemplated Transactions, since January 1, 2024, and that would reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries, and there is no fact to the Knowledge of the Company that would provide a basis for any other Proceeding or Order. No officer, director, agent or employee of the Company or its Subsidiaries is subject to any Order that prohibits such officer, director, agent or employee from engaging in or continuing any conduct, activity or practice relating to the business of the Company or its Subsidiaries as currently conducted.

(b) Except for any Proceeding or Order issued by any Regulatory Authority that is confidential and nonpublic, each of the Company and its Subsidiaries: (i) is not subject or a party to any cease and desist or other Order or enforcement action issued by; (ii) is not a party to any written agreement, consent agreement or memorandum of understanding with; (iii) is not a party to any commitment letter or similar undertaking to; (iv) is not subject to any Order or directive by; (v) is not subject to any supervisory letter from; (vi) has not been ordered to pay any civil money penalty, which has not been paid, by; or (vii) has not adopted any policies, procedures or board resolutions at the request of, any Regulatory Authority that currently (A) restricts in any material respect the conduct of its business; (B) in any material manner relates to its capital adequacy; (C) restricts its ability to pay dividends; or (D) limits in any material manner its credit or risk management policies, its management or its business, nor has the Bank been advised by any Regulatory Authority that it is considering issuing, initiating, ordering or requesting any of the foregoing.

Section 4.16 Contracts. Section 4.16 of the Schedules lists or describes the following with respect to the Company and its Subsidiaries:

(a) All loan and credit agreements, conditional sales contracts or other title retention agreements or security agreements relating to money borrowed by the Company or its Subsidiaries, exclusive of loan or deposit agreements with customers of the Bank entered into in the Ordinary Course of Business, agreements for the purchase of federal funds, repurchase agreements and Federal Home Loan Bank borrowings;

(b) Each lease of real property to which the Company or its Subsidiaries is a party;

(c) Each Contract that involves annual expenditures or receipts in excess of \$25,000;

(d) Each Contract that was not entered into in the Ordinary Course of Business and that involves annual expenditures or receipts by it in excess of \$25,000;

(e) Each Contract providing for annual payments to or by any Person based on sales, purchases or profits, other than direct payments for goods having an average annual amounts in excess of \$25,000;

(f) Each lease, rental, license, installment and conditional sale agreement and other Contract affecting the ownership of, leasing of, title to or use of, any personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate annual payments of less than \$50,000 or with terms of less than one year);

(g) Each Contract for capital expenditures for a single property, individually, or collectively with any other Contract for capital expenditures on such property, in excess of \$50,000;

(h) Each licensing agreement or other Contract with respect to patents, trademarks, copyrights, service marks, trade names or other intellectual property (collectively, "**Intellectual Property Assets**"), including agreements with current or former employees, consultants or contractors regarding the appropriation or the nondisclosure of any of the Intellectual Property Assets of the Bank;

(i) Each joint venture, partnership and other Contract (however named) involving a sharing of profits, losses, costs or liabilities by the Company or its Subsidiaries with any other Person;

(j) Any Contract or agreement that contains any: (i) exclusive dealing obligation; (ii) "clawback" or similar undertaking requiring the reimbursement or refund of any fees; (iii) "most favored nation" or similar provision granted by the Company or its Subsidiaries; or (iv) provision that grants any right of first refusal or right of first offer or similar right or that limits or purports to limit the ability of the Bank to own, operate, sell, transfer, pledge or otherwise dispose of any assets or business;

(k) Any Contract under which the Company or its Subsidiaries will have a material obligation with respect to an "earn-out," contingent purchase price or similar contingent payment obligation, or any other material liability after the Agreement Date;

(l) Each Contract containing covenants that in any way purport to restrict the business activity of the Company or its Subsidiaries or any of their employees, or limit the ability of the Company or its Subsidiaries to engage in any line of business or to compete with or solicit the business of any Person;

(m) Any agreement of guarantee, support or indemnification by the Company or its Subsidiaries, assumption or endorsement by the Company or its Subsidiaries of, or any similar commitment by the Company or its Subsidiaries with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person other than those entered into in the Ordinary Course of Business;

(n) Each intercompany agreement, third party service or expense sharing and asset transfer agreements to which the Company or its Subsidiaries is a party;

(o) Each current material consulting or non-competition agreement to which the Company or its Subsidiaries or their respective employees is a party;

(p) Each collective bargaining agreement and other Contract to or with any labor union or other employee representative of a group of employees;

(q) Any Contract or agreement that is a settlement agreement other than releases immaterial in nature or amount entered into in the ordinary course of business with the former employees of the Company or its Subsidiaries or independent contractors in connection with the routine cessation of such employee's or independent contractor's employment;

(r) Any Contract or agreement that is: (i) an employment, consultancy, non-competition, non-solicitation, deferred compensation, retention, bonus, severance, or other similar Contract (including any amendment to any such existing agreement or arrangement) which provides for greater than \$50,000 in compensation; or (ii) relating to bank-owned life insurance, in each case with any current or former director, officer, employee or independent contractor of or consultant to, or stockholder of, the Company or its Subsidiaries;

(s) Each Contract not referred to elsewhere in this **Section 4.16** that: (i) relates to the future purchase of goods or services that materially exceeds the requirements of its business at current levels or for normal operating purposes; or (ii) has a Material Adverse Effect on the Company or its Subsidiaries;

(t) Each Contract not listed above that is material to the financial condition, results of operations or business of the Company or its Subsidiaries, including any contract that is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K); and

(u) Each amendment, supplement and modification in respect of any of the foregoing.

Complete and accurate copies of each document or Contract listed have been previously provided or made available to Purchaser.

Section 4.17 No Defaults. Each Contract set forth on **Section 4.16** of the Schedules is (assuming due authorization, execution and delivery by each other party thereto) in full force and effect and is valid and enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and subject to general principles of equity. The Company and each of its Subsidiaries is, and at all times since January 1, 2024, has been, in compliance with all applicable terms and requirements of each Contract under which such party has or had any obligation or liability or by which such party or any asset owned or used by it is or was bound, except where the failure to be in full compliance would not reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries. Each other Person that has or had any obligation or liability under any such Contract under which the Bank has or had any rights is, and at all times since January 1, 2024, has been in full compliance with all applicable terms and requirements of such Contract, except where the failure to be in full compliance would not reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries. No event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a material violation or breach of, or give the Company or any of its Subsidiaries or another Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Contract of the Company or its Subsidiaries, where such cancellation, termination or modification would have a Material Adverse Effect on the Company or its Subsidiaries. Except in the Ordinary Course of Business with respect to any Bank Loan, neither the Company nor any of its Subsidiaries has given to or received from any other Person, at any time since January 1, 2024, any notice or other communication (whether written or, if material, oral) regarding any actual or alleged violation or breach of, or default under, any Contract, that has not been terminated or satisfied prior to the Agreement Date. Except as set forth on **Section 4.17** of the Schedules, other than in the Ordinary Course of Business in connection with workouts and restructured loans, there are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate, any material amounts paid or payable to the Company or its Subsidiaries under current or completed Contracts with any Person and no such Person has made written demand for such renegotiation.

Section 4.18 Insurance. Copies of the policies of insurance owned or held by or for the benefit of the Company or its Subsidiaries on the Agreement Date are set forth and attached to **Section 4.18** of the Schedules. Each of such policies is in full force and effect (except for any expiring policy which is replaced by coverage at least as extensive), and all premiums due on such policies have been paid in full. Except as set forth on **Section 4.18** of the Schedules, no claims have been made under any such insurance policy that are currently pending, and to the Company's Knowledge, there are no facts which would form the basis of a claim under any such insurance policy. Neither the Company nor its Subsidiaries has any reason to believe that any such insurance policy will not be renewed by the existing carrier on substantially the same terms as existing coverage.

Section 4.19 Employee Benefits.

(a) **Section 4.19(a)** of the Schedules lists the name and annual salary paid by the Company or its Subsidiaries to each director, officer or employee of the Company and its Subsidiaries, and the bonus or other form of cash compensation (other than salary) paid or payable by the Company or its Subsidiaries to or for the benefit of each such person in question as of the Agreement Date, and any employment agreement, consulting agreement, noncompetition, severance or change in control agreement or similar arrangement or plan with respect to each such person.

(b) **Section 4.19(b)** of the Schedules lists the name of each Person who is or would be entitled to any of the following as a result of the consummation of the Contemplated Transactions (i) an increase, acceleration of the time of payment, funding or vesting of (other than full vesting required under the Code upon termination of any Benefit Plan which is intended to qualify under Section 401(a) of the Code), or payment (whether in cash, property or vesting of property) of, any compensation or benefits, whether under any Benefit Plan or otherwise, or (ii) an obligation by the Company or the Bank to fund or otherwise set aside assets to secure to any extent any of the obligations under any Benefit Plan (including any payment that is or would be due as a result of any actual or constructive termination of a Person's employment or position following such consummation) and the maximum amount of such increase, acceleration, funding, vesting, payment or funding obligation.

(c) **Section 4.19(c)** of the Schedules sets forth a complete and correct list of each Benefit Plan.

(d) With respect to each Benefit Plan, the Company has made available to Purchaser complete and correct copies of: (i) all documents that set forth the terms of each Benefit Plan, and of any related trust, including all summary plan descriptions, summaries and descriptions furnished to participants and beneficiaries; (ii) all written employment manuals and policies; (iii) a written description of any Benefit Plan that is not otherwise in writing; (iv) all current insurance policies purchased by or to provide benefits under any Benefit Plan; (v) the Form 5500 filed in each of the most recent three plan years with respect to each Benefit Plan, to the extent required, including all schedules thereto; (vi) Forms 1094-C and 1095-C for the past three years, to the extent required to be filed and distributed under applicable law, and if filed and distributed by a third party administration, evidence of transmittal of such forms; (vii) the most recent IRS determination letter or opinion letter, if any, and any pending application, with respect to each such Benefit Plan which is intended to qualify under Section 401(a) of the Code; (viii) all material non-routine notices that were given by the Company or an ERISA Affiliate or any Benefit Plan to the IRS or the U.S. Department of Labor (“DOL”), pursuant to statute, within the six (6) years preceding the Agreement Date, including notices that are expressly mentioned elsewhere in this **Section 4.19**; and (ix) all material non-routine notices that were given by the IRS or the DOL to the Company, any ERISA Affiliate, or any Benefit Plan within the six (6) years preceding the Agreement Date with respect to any Benefit Plan. No Code Section 83(b) election has been made with respect to any Company Restricted Stock outstanding as of the date of this Agreement.

(e) All Benefit Plans have been established, maintained, funded and administered and comply, in all material respects, in form and in operation with all requirements of the Code and ERISA and all applicable Legal Requirements, and all Benefit Plans have been administered, in all material respects, in accordance with ERISA and the Code and all applicable Legal Requirements. All “employee pension benefit plans,” within the meaning of Section 3(2) of ERISA (“**Pension Plan**”), maintained by the Company or any of its Subsidiaries and which are intended to meet the qualification requirements of Section 401(a) of the Code have met such requirements at all times and have been and continue to be tax exempt under Section 501(a) of the Code, and the IRS has issued a favorable determination letter or opinion letter upon which the Company (or its applicable Subsidiary) is entitled to rely under IRS pronouncements, and no such determination letter or opinion letter has been revoked nor has revocation been threatened, and, to the Company’s Knowledge, there are no circumstances and no events have occurred that could adversely affect the qualified status of any such Benefit Plan or the related trust. To the Company’s Knowledge, neither the Company nor any of its Subsidiaries has: (i) become subject to any disallowance of deductions under Sections 419 or 419A of the Code; (ii) incurred any liability for excise tax under Sections 4972, 4975, or 4976 of the Code or any liability or penalty under ERISA; or (iii) breached any of the duties or failed to perform any of the obligations imposed upon the fiduciaries or plan administrators under Title I of ERISA.

(f) Except as set forth on **Section 4.19(f)** of the Schedules, or as required by any applicable Legal Requirements: (i) neither the Company nor its Subsidiaries would have any material liability or material contingent liability (including the payment by the Company or its Subsidiaries of premiums for health care coverage for active employees or retirees) if any Benefit Plan were terminated or if the Company or its Subsidiaries were to cease its participation therein; and (ii) neither the Company, its Subsidiaries nor any ERISA Affiliates or Persons acting on their behalf have made any written or oral promises or statements to employees or retirees who are now living which might reasonably have been construed by them as promising “lifetime” or other vested rights to benefits under any Benefit Plan that cannot be unilaterally terminated or modified by the Company or its Subsidiaries or the applicable ERISA Affiliate at its discretion at any time without further obligation.

(g) Except for any failures that, individually or in the aggregate, are not material, within the time periods prescribed by each Benefit Plan, ERISA and the Code, the Company and the ERISA Affiliates have made or accrued for all contributions or payments to or under each Benefit Plan as required pursuant to each such Benefit Plan or any collective bargaining agreements.

(h) Other than the ESOP, no Benefit Plan has ever acquired or held any “employer security” or “employer real property” (each as defined in Section 407(d) of ERISA).

(i) Except as set forth on **Section 4.19(i)** of the Schedules, neither the Company nor any ERISA Affiliate has ever maintained, sponsored or contributed, has ever been obligated to contribute to or has any liability under or with respect to any: (i) “multiemployer plan” (as defined in Section 3(37) of ERISA); (ii) “defined benefit plan” as defined in Section 3(35) of ERISA or any other plan that is or was subject to the funding requirements of Section 412 or Section 430 the Code or Section 302 or Title IV of ERISA; (iii) “multiple employer plan” within the meaning of Section 413(c) of the Code; or (iv) “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA.

(j) Except for any failures that, individually or in the aggregate, are not material, (i) the Company and the ERISA Affiliates have complied with all requirements of the Consolidated Omnibus Budget Reconciliation Act, as amended (“**COBRA**”), to the extent so required, (ii) neither the Company nor the ERISA Affiliates has been, and neither the Company nor its Subsidiaries reasonably expects to be subject, to any penalty under Section 4980H of the Code with respect to any period prior to the Closing for which such entity was subject to Section 4980H of the Code, and (iii) for each required plan year for which the Company or its Subsidiaries was obligated to so file, such party has timely filed Forms 1094-C and 1095-C with the IRS and timely distributed Form 1095-C to each applicable employee. Neither the Company nor any ERISA Affiliate provides or is obligated to provide health or welfare benefits to any current or future retired or former employee other than any benefits required to be provided under COBRA.

(k) With respect to each Benefit Plan, (i) there has been no breach of fiduciary duty (as determined under ERISA) that could reasonably be likely to result in material liability and (ii) there are no pending audits or investigations by any Regulatory Authority involving the Benefit Plans, Threatened or pending claims (except for individual claims for benefits payable in the normal operation of the Benefit Plans), or Proceedings involving any Benefit Plan, any fiduciary thereof or service provider thereto.

(l) Each Benefit Plan that is subject to Code Section 409A and the regulations and guidance promulgated thereunder (collectively, “**Section 409A**”) in whole or in part has been at all times in documentary and operational compliance in all material respects with the requirements of Code Section 409A.

(m) Except as would not result in a material liability, no transaction prohibited by ERISA Section 406 and no “prohibited transaction” under Code Section 4975(c) has occurred with respect to any Benefit Plan.

(n) There is no material unfunded liability under any Benefit Plan, nor any terminated plan, program or agreement, which, if in existence on the Closing Date, would constitute an “employee benefit plan” within the meaning of Section 3(3) of ERISA, that has not otherwise been appropriately accrued by the Company or the Bank in accordance with applicable Accounting Standards.

(o) Neither the Company nor any ERISA Affiliate has ever established or contributed to, or had an obligation to contribute to, any “voluntary employees’ beneficiary association” (as described in Code Section 501(c)(9)), any organization or trust described in Code Section 501(c)(17), or any welfare benefit fund as defined in Code Section 419(e).

(p) Neither the Company nor any ERISA Affiliate is a party to, or is otherwise obligated under, any plan, policy, agreement or arrangement that provides for the gross-up or reimbursement of Taxes, including those imposed under Sections 409A or 4999 of the Code.

(q) Except as set forth on **Section 4.19(q)** of the Schedules, neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transactions will result in the increase, payment, vesting (other than full vesting required under the Code upon termination of any Benefit Plan which is intended to qualify under Section 401(a) of the Code) or acceleration of any benefit under any Benefit Plan.

(r) Neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transactions (either alone or in combination with any other event) will result in any “excess parachute payment” (within the meaning of Section 280G of the Code).

(s) With respect to the ESOP:

(i) The Company and the Bank have the authority to take all actions and provide such direction as contemplated by this Agreement.

(ii) Except as set forth on **Section 4.19(s)(ii)** of the Schedules, there is no existing indebtedness of the ESOP or the Company or any ERISA Affiliate relating to the ESOP.

(iii) No purchase of shares of Company Common Stock by the ESOP has adversely affected the tax qualification of the ESOP or failed to satisfy all of the requirements for the prohibited transaction exemption provided by Section 408(e) of ERISA. All shares of Company Common Stock purchased by the ESOP were purchased for no more than “adequate consideration” within the meaning Section 3(18) of ERISA, as determined on the basis of a stock valuation prepared by an “independent appraiser” (as this term is defined in Section 401(a)(28)(C) of the Code) satisfying all requirements of Sections 3(18) and 408(e) of ERISA and applicable DOL regulations. **Section 4.19(s)(iii)** of the Schedules lists the (A) date, (B) dollar amount and/or number of shares, the aggregate value and price per share, and (C) basis upon which such value or purchase price was determined with respect to each contribution of Company Common Stock to, and purchase of, Company Common Stock by the ESOP Trust (as defined below) and each purchase of Company Common Stock by the Company or its affiliates since the ESOP’s inception.

(iv) The ESOP is now and has been at all times since its inception a qualified employee stock ownership plan within the meaning of Code Section 4975(e)(7). All shares of Company Common Stock owned by the ESOP are and have at all times constituted “employer securities” as that term is defined in Section 409(l) of the Code and “qualifying employer securities” as defined in Section 407(d)(5) of ERISA. The trust maintained to fund the ESOP (the “**ESOP Trust**”) is a trust duly formed in accordance with applicable state law and is, and at all times has been, a trust described in Code Section 501(a). The ESOP trustee has been duly and properly appointed and granted full authority to act as trustee of the ESOP and exercise trust powers thereunder. No non-exempt “prohibited transaction” (within the meaning of Section 4975 of the Code and Section 406 of ERISA) has occurred or is reasonably expected to occur with respect to any loan, or similar agreement, made by the ESOP in connection with the purchase of shares of Company Common Stock by the ESOP (each, an “**ESOP Loan**”).

(v) No event of default has occurred or presently exists under any documents related to an ESOP Loan, including but not limited to any ESOP Loan agreement, promissory note, stock purchase agreement and pledge agreement (referred to collectively as the “**ESOP Loan Documents**”). The ESOP has the right under the ESOP Loan Documents to prepay at any time the principal amount of its note without penalty and subject only to payment of accrued interest through the date of prepayment. Except for the indebtedness under any existing ESOP Loan Documents, there is no existing indebtedness of the ESOP, the Company or any of its Subsidiaries relating to the ESOP.

Section 4.20 Regulatory Filings. Each of the Company and its Subsidiaries has filed in a timely manner (unless otherwise waived) all required filings with all Regulatory Authorities, including the SEC, the FDIC, the Federal Reserve and the OCC, except where the failure to file would not reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries. All such filings or amendments thereto were true and correct in all material respects as of the dates of the filings, and no such filing has made any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 4.21 Compliance with Environmental Laws.

(a) Each of the Company and its Subsidiaries is and at all times have been in material compliance with all applicable Legal Requirements relating to underground storage tanks, petroleum products, air pollutants, water pollutants or process waste water or otherwise relating to the environment or toxic or hazardous substances or to the manufacture, processing, distribution, use, recycling, generation, treatment, handling, storage, disposal or transport of any hazardous or toxic substances or petroleum products (including polychlorinated biphenyls and asbestos containing materials), including the Federal Solid Waste Disposal Act, the Hazardous and Solid Waste Amendments, the Federal Clean Air Act, the Federal Clean Water Act, the Occupational Health and Safety Act, the Federal Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendments and Reauthorization Act of 1986, all as amended, and regulations of the United States Environmental Protection Agency and the environmental laws of the States of Delaware and Illinois (collectively, the “**Environmental Laws**”).

(b) Except as set forth on **Section 4.21(b)** of the Schedules, each of the Company and its Subsidiaries has obtained, and is and has been in material compliance with the terms of, all permits and authorizations required under Environmental Laws for the conduct of the business of each of the Company and its Subsidiaries (collectively, the “**Environmental Permits**”). Except as set forth on **Section 4.21(b)** of the Schedules, all Environmental Permits are in full force and effect and, to the Knowledge of the Company, there is no existing fact, circumstance or occurrence which would reasonably be expected to result in the invalidity, voidance, withdrawal, or termination of any such Environmental Permit within the twelve (12) month period following the Closing. If applicable, the Company or its Subsidiaries has timely applied for the renewal of any Environmental Permits which are scheduled to expire within the six (6) month period following the Closing.

(c) Except as set forth on **Section 4.21(c)** of the Schedules, (i) neither the Company nor its Subsidiaries has received any written notice alleging that it: (A) has violated any Environmental Law; or (B) is required under any Environmental Law to conduct any material investigation, cleanup, abatement, or remedial action; and (ii) neither the Company nor its Subsidiaries is subject to any actions, suits, Proceedings or Orders involving it or any of its Owned Real Estate, that are pending or, to the Knowledge of the Company, Threatened, as a result of any asserted failure by it to comply with any Environmental Law.

(d) Neither the Company nor its Subsidiaries has released any pollutant, hazardous, or toxic substance regulated under any Environmental Law (collectively, the “**Hazardous Materials**”) at, on, to, from, or under any Owned Real Estate. Except as set forth on **Section 4.21(d)** of the Schedules, to the Company’s Knowledge, no Hazardous Materials have been released at, on, to, from, or under Owned Real Estate, in violation of Environmental Laws (excluding de minimis quantities used in the Ordinary Course of Business and not in violation of Environmental Laws).

(e) To the Knowledge of the Company, neither the Company nor its Subsidiaries has disposed of, or arranged for the transport or disposal of, any Hazardous Materials at any site currently listed or proposed for listing on the Superfund Enterprise Management System database, any predecessor thereof (including the Comprehensive Environmental Response, Compensation, and Liability Information System database), the National Priorities List or any similar state list.

(f) To the Company’s Knowledge, neither the Company nor its Subsidiaries is required by any Environmental Law to conduct any cleanup, abatement or other remedial action at any Owned Real Estate.

Section 4.22 Indemnification Claims. To the Company’s Knowledge, no action or failure to take action by any director or executive officer (which shall not include any loan officer) of the Company or its Subsidiaries has occurred that may give rise to a claim or a potential claim by any such Person for indemnification against the Company or its Subsidiaries under any Contract, or the indemnification provisions of the Charter, the Bylaws, the certificate of incorporation or the bylaws of its Subsidiaries, or under any Legal Requirements.

Section 4.23 Insider Interests. Except as set forth on **Section 4.23** of the Schedules, no insider has any loan, deposit account or any other agreement with the Company or its Subsidiaries, any interest in any material property, real, personal or mixed, tangible or intangible, used in or pertaining to the business of the Company or its Subsidiaries. For purposes of this **Section 4.23**, “insider” shall mean any officer or director of the Company or its Subsidiaries or any stockholder of the Company owning 5% or more of the Company Common Stock or any members of the immediate families or related interests of such officers, directors or stockholders, as the terms “immediate families” and “related interests” are defined in §§ 215.2(g) and (n) of Regulation O (12 C.F.R. §§ 215.2(g) and (n)).

Section 4.24 Brokerage Commissions; Fairness Opinion

(a) Except for fees payable to Olsen Palmer LLC, as of the Closing, none of the Company, its Subsidiaries or any of their Representatives will be liable for any obligation, contingent or otherwise, for brokerage or finders’ fees or agents’ commissions or other similar payment in connection with this Agreement or the Contemplated Transactions.

(b) The board of directors of the Company has received the opinion (the “**Fairness Opinion**”) of Olsen Palmer LLC, and has delivered a copy of such opinion to Purchaser, to the effect that, as of the date of such opinion and subject to the assumptions, limitations and qualifications set forth therein, the Per Share Merger Consideration is fair, from a financial point of view, to the holders of Company Common Stock.

Section 4.25 Approval Delays. No facts or circumstances exist related to the condition of or operation of the Company or its Subsidiaries that, to the Company’s Knowledge, may prevent or unreasonably delay Purchaser’s receipt of the Regulatory Approvals. The Bank’s most recent CRA rating is “outstanding.”

Section 4.26 Bills and Expenses. As of the Closing Date, neither the Company nor its Subsidiaries will have any unpaid or unaccrued bills of expense outstanding, except for operating expenses for the current month incurred by the Company or its Subsidiaries in the Ordinary Course of Business.

Section 4.27 Absence of Certain Changes and Events. Except as set forth on **Section 4.27** of the Schedules or as specifically permitted or required under this Agreement, since December 31, 2025, each of the Company and its Subsidiaries has conducted its business only in the Ordinary Course of Business, and there has not been any change that has or would reasonably be expected to have a Material Adverse Effect on the Company or its Subsidiaries.

Section 4.28 Labor Matters.

(a) **Section 4.28(a)** of the Schedules sets forth a list of each employee and independent contractor providing services to the Company or its Subsidiaries as of the Agreement Date, and in the case of each such employee and independent contractor, the following information, as applicable, as of the date hereof: (i) title or position; (ii) date of hire or commencement of services; (iii) work location; (iv) whether full-time or part time and whether exempt or non-exempt; (v) whether covered by the terms of a collective bargaining or similar agreement, an employment agreement, or an independent contractor agreement; (vi) whether absent from active employment and if so, the date such absence commenced, the reason for such absence, and the anticipated date of return to active employment; (vii) annual salary, hourly rate, commission, or other fee arrangement and, if applicable, bonus target or other incentive compensation, (viii) accrued but unused vacation or other paid time off; and (ix) the name of the entity which employs or has engaged such person.

(b) There are no collective bargaining agreements or other labor union Contracts applicable to any employees of the Company or its Subsidiaries. To the Knowledge of the Company, there are no organizational efforts with respect to the formation of a collective bargaining unit presently being made, or Threatened, involving employees of the Company or its Subsidiaries. Neither the Company nor any of its Subsidiaries has engaged or is engaging in any unfair labor practice.

(c) There is no pending labor dispute, strike, work stoppage or lockout, or, to the Knowledge of the Company, threat thereof, by or with respect to any employees of the Company or its Subsidiaries, and there has been no labor dispute, strike, work stoppage or lockout in the previous three (3) years. Within the past three (3) years, no Proceeding has been filed or initiated before the National Labor Relations Board, the Equal Employment Opportunity Commission or any other Regulatory Authority (i) asserting that the Company or any of its Subsidiaries has committed an unfair labor practice or (ii) seeking to compel the Company or any of its Subsidiaries to bargain with any labor organization as to wages or conditions of employment and to the Knowledge of the Company, no such Proceedings have been threatened within the past three (3) years.

(d) The Company and its Subsidiaries are, and for the past five (5) years have been, in compliance in all material respects with all applicable Legal Requirements respecting employment, employment practices, and terms and conditions of employment, including but not limited to all applicable Legal Requirements relating to wages, payment of wages, deductions from wages, hours of work, worker classification, discrimination, harassment, retaliation, collective bargaining, paid and unpaid leaves of absence, immigration, work authorization verification (including but not limited to the preparation and maintenance of Form I-9s and/or participation in e-Verify), workers' compensation, unemployment compensation, withholding, and occupational safety and health (each an "**Employment Law**" and collectively "**Employment Laws**").

(e) All independent contractors and consultants providing services to the Company or its Subsidiaries are and have been properly classified as independent contractors, and all employees of the Company or its Subsidiaries are and have been properly classified under the Fair Labor Standards Act and similar state laws.

(f) No Proceedings have been filed at any time with any federal or state Regulatory Authority alleging that the Company or any of its Subsidiaries has violated any applicable Employment Law and, to the Knowledge of the Company, no such Proceeding is currently threatened. There are no existing facts which would reasonably be expected to form the basis for any such Proceeding.

(g) Except for the Mortgage Division Disposition, neither the Company nor any of its Subsidiaries have taken, or currently have any plans to take, any action that could constitute a “mass layoff” or “plant closing” within the meaning of the Worker Adjustment and Retraining Notification Act, or could otherwise trigger any notice requirements under any applicable similar state or local law.

(h) No executive officer or other key employee of the Company or its Subsidiaries is subject to any noncompete, nonsolicitation, nondisclosure, confidentiality, employment, consulting, or other similar agreement relating to, affecting, or in conflict with the present activities of the Company or its Subsidiaries and, to Knowledge of the Company, no executive officer or other key employee of the Company or its Subsidiaries is planning to terminate his or her employment with the Company or its Subsidiaries.

(i) Except as set forth on **Section 4.28(i)** of the Schedules, all employees of the Company and its Subsidiaries are employed at will and can be terminated without incurring any liability for the payment of any severance, and without accelerating the vesting of any deferred compensation owed by the Company or any of its Subsidiaries.

(j) To the Knowledge of the Company, no executive officer or key employee of the Company or its Subsidiaries is planning to terminate his or her employment for any reason (or for no reason), including the consummation of the Contemplated Transactions.

(k) The Company or its Affiliates are not aware of any sexual harassment or other harassment, discrimination, or retaliation allegations relating to the Company or its Subsidiaries since January 1, 2024.

(l) Neither the Company nor any of its Subsidiaries is a party to, or otherwise bound by, any consent decree with, or citation by, any Regulatory Authority relating to employees or employment practices. None of the Company, any of its Subsidiaries or any of its or their executive officers has received within the past three (3) years any written notice of intent by any Regulatory Authority responsible for the enforcement of labor or employment laws to conduct an investigation relating to the Company or any of its Subsidiaries and, to the Knowledge of the Company, no such investigation is in progress.

Section 4.29 Cybersecurity. (a) To the Knowledge of the Company, there has not been any security breach or other compromise that has caused or would reasonably be expected to result in a Material Adverse Effect on the Company or its Subsidiaries (“**Security Breach**”) relating to the Company’s or its Subsidiaries’ information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, “**IT Systems and Data**”); (b) neither the Company nor its Subsidiaries have been notified of, and have no Knowledge of any event or condition that would reasonably be expected to result in, any Security Breach to their IT Systems and Data; and (c) the Company and its Subsidiaries have implemented appropriate controls, policies, procedures and technological safeguards to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards. The Company and its Subsidiaries are in compliance in all material respects with all applicable Legal Requirements relating to the privacy and security of IT Systems and Data and to the reasonable protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification.

Section 4.30 Intellectual Property.

(a) Bank has the right and authority, and Purchaser will have the right and authority from and after the Effective Time, to use all Intellectual Property Assets as is necessary to enable them to conduct and to continue to conduct all material phases of the businesses of the Company or its Subsidiaries in the manner presently conducted by it, and, to the Knowledge of the Company, such use does not, and will not, conflict with, infringe on or violate any patent, trademark, copyright, service mark, trade name or any other intellectual property right of any Person.

(b) To the Knowledge of the Company, none of the software utilized by Bank contains any bug, defect, or error that materially and adversely affects the use, functionality, or performance of such software (“**Defective Code**”) or any system containing or used in conjunction with such software that has not been patched and fixed by the software provider and installed and applied by the Company and its Subsidiaries.

(c) To the Knowledge of the Company, no software utilized by the Company or Bank contains any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” “worm,” “spyware,” or “adware” (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing or facilitating, any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding, in any manner, the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) compromising the privacy or data security of any user or damaging or destroying any data file without the user’s consent (“**Malicious Code**”), which in the case of (i) and (ii) has not been patched or fixed by the software provider and installed and applied by the Company and Bank.

(d) No claims are pending or Threatened in writing against the Company or its Subsidiaries alleging a violation of any of the Company’s or Bank’s privacy rights or rights regarding the protection of personally identifiable information or other non-public information.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Company as follows:

Section 5.1 Corporate Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Except for First National Bank of Brookfield, a national bank with its main office located in Brookfield, Illinois, Purchaser has no Subsidiaries. Purchaser is registered with the Federal Reserve as a bank holding company under the Bank Holding Company Act of 1956, as amended. Purchaser has full power and authority, corporate and otherwise, to own, operate and lease its properties as presently owned, operated and leased, and to carry on its business as it is now being conducted.

Section 5.2 Authorization; Enforceability. Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the Contemplated Transactions have been duly and validly authorized by Purchaser's board of directors. Purchaser's board of directors has determined that the Contemplated Transactions, on substantially the terms and conditions set forth in this Agreement, are in the best interests of Purchaser and its stockholders. The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of its obligations under this Agreement, have been authorized by all necessary corporate action and, subject to the receipt of the Regulatory Approvals, this Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other Legal Requirements affecting creditors' rights generally and subject to general principles of equity.

Section 5.3 No Conflict. Neither the execution nor delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (a) contravene, conflict with or result in a violation of any provision of the Certificate of Incorporation or Bylaws of Purchaser each as in effect on the date hereof; or (b) assuming receipt of the Regulatory Approvals, contravene, conflict with or result in a violation of any Legal Requirement or any Order to which Purchaser may be subject, except for any contravention, conflict or violation that is permissible by virtue of obtaining the Regulatory Approvals.

Section 5.4 Sufficient Funds. Purchaser hereby confirms that it has, or will have, sufficient cash on hand to fund the payment of the Merger Consideration at the time of the Closing.

Section 5.5 Approval Delays. No facts or circumstances exist related to the condition of or operation of Purchaser or its Subsidiaries that, to Purchaser's Knowledge, may prevent or unreasonably delay Purchaser's receipt of the Regulatory Approvals. The most recent CRA rating of First National Bank of Brookfield was "satisfactory."

ARTICLE 6

COVENANTS OF THE COMPANY

Section 6.1 Access and Investigation. Following the Agreement Date, for purposes of Purchaser's continuing due diligence review of the Company and its Subsidiaries and for monitoring compliance by the Company with the terms of this Agreement, Purchaser and its Representatives shall at all times during normal business hours and with not less than three (3) Business Days advance notice, have reasonable access to the facilities, operations, records and properties of the Company and its Subsidiaries in accordance with the provisions of this **Section 6.1** to the extent permitted under applicable law provided such access is consented to in writing or by electronic mail by the Company and reasonably designed not to interrupt the business of the Company or its Subsidiaries. Notwithstanding any other provision in this Agreement, Purchaser shall not contact the Bank's customers, vendors or other contractual counterparties or employees or officers without the express written consent, and full coordination with, the Company or its Subsidiaries. Purchaser and its Representatives may make or cause to be made such reasonable investigation of the operations, records and properties of the Company and its Subsidiaries and of its financial and legal condition as Purchaser shall deem necessary or advisable to familiarize itself with such records, properties and other matters; *provided, however*, that such access or investigation shall not interfere unnecessarily with the normal operations of the Bank. The Company shall upon written request provide to Purchaser copies of all information provided to the board of directors of the Bank, or committees thereof, in connection with any meetings or otherwise and any other financial reports or other analyses prepared by or for senior management of the Bank since January 1, 2024. This **Section 6.1** shall not require the disclosure of any information the disclosure of which to Purchaser would be prohibited by any Legal Requirement, including any confidential supervisory information, or any information arising out of or related to this Agreement or the Contemplated Transactions that is subject to attorney-client privilege and Purchaser agrees that any information provided to it by the Company or any of its Subsidiaries in accordance with this **Section 6.1** shall be used by it only in connection with this Agreement and for no other purpose and that all such information shall be treated confidentially.

Section 6.2 Operation of the Company and its Subsidiaries

(a) Between the Agreement Date and the Closing, the Company shall, and shall cause each of its Subsidiaries to:

(i) conduct its business only in the Ordinary Course of Business and in compliance in all material respects with all Legal Requirements and all Contracts, except as may otherwise be required herein;

(ii) use its commercially reasonable efforts to preserve intact its current business organization, keep available the services of its current officers, employees and agents, and maintain the goodwill of its suppliers, customers, landlords, creditors, employees, agents and others who have business relationships with it;

(iii) provide the following information in a monthly report to Purchaser: (A) the Bank's board package (except for any information subject to privilege or that would constitute confidential supervisory information, including any information related to this Agreement or the Contemplated Transaction); (B) monthly financial statements; and (C) a Bank Loan past due report;

(iv) maintain all of its assets necessary for the conduct of its business in as good of operating condition and repair as they are now in, reasonable wear and tear and insured casualty damage excepted;

(v) maintain policies of insurance upon its assets and with respect to the conduct of its business in amounts and kinds comparable to that in effect on the Agreement Date and pay all premiums on such policies when due;

(vi) file in a timely manner all required filings with all Regulatory Authorities and cause such filings to be true and correct;

(vii) promptly notify Purchaser of any Bank Loan risk rating upgrades or downgrades;

(viii) promptly notify Purchaser of any proposed resignations or terminations of employment of employees; and

(ix) maintain its books, accounts and records in the Ordinary Course of Business, on a basis consistent with prior years.

(b) Consistent with the foregoing, between the Agreement Date and the Closing, except with the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or denied, the Company shall not, and the Company shall cause the Bank not to:

(i) change its authorized or issued capital stock or grant any stock option or right to purchase shares of its capital stock or issue any security convertible into such capital stock or evidence of indebtedness (except in/ connection with customer deposits) or grant any registration rights;

(ii) issue, sell, or deliver, or agree or commit to issue, sell or deliver, any Company Common Stock or common stock of the Bank (whether through the issuance or granting of options, restricted stock, restricted stock units, warrants, commitments, subscriptions, rights to purchase, any equity or equity-based instruments, or otherwise), except: (A) the issuance, delivery or sale of shares of Company Common Stock pursuant to Company Restricted Stock awards or Company Stock Options or pursuant to the Company Stock Plan in accordance with its terms; or (B) as required by any Benefit Plan in effect on the Agreement Date;

(iii) directly or indirectly acquire, repurchase or redeem any securities, except for: (A) with respect to Company Common Stock pursuant to the terms and conditions of Company Restricted Stock awards or Company Stock Options outstanding as of the Agreement Date in accordance with their terms or to otherwise satisfy Tax obligations with respect to awards granted pursuant to the Company Stock Plan or to pay the exercise price of Company Stock Options, in each case in accordance with the existing terms of the applicable Company Stock Plan as in effect on the Agreement Date; (B) transactions between the Company and any of its direct or indirect Subsidiaries; or (C) transactions otherwise required to be taken by the ESOP or in connection with the termination of an outstanding ESOP Loan;

(iv) invest or take any actions to inject any additional capital or equity into the Bank other than pursuant to Legal Requirements or prudent banking principles and increases in the Bank's capital accounts arising due to earnings in the Ordinary Course of Business;

(v) declare or pay any dividend or other distribution or payment in respect of shares of its capital stock other than dividends paid to the Company for the purpose of distributing to stockholders of the Company dividends to pay for income taxes in the Ordinary Course of Business;

(vi) amend the Charter, the Bylaws, or the charter or bylaws of the Bank;

(vii) announce, pay or increase any bonus, salary or other compensation or benefits to any of its directors, officers, employees or independent contractors other than (A) regular salary or commissions paid in the Ordinary Course of Business or (B) standard raises occurring in the Ordinary Course of Business as part of annual performance reviews and financial evaluations of the Company or any of its Subsidiaries;

(viii) except for hiring in the Ordinary Course of Business (but, for the avoidance of doubt, excluding the hiring of executives or officers), hire or terminate, other than for cause, any director, officer, employee or independent contractor, or enter into or terminate any employment, consulting, non-competition, change in control, severance, retention, or similar Contract with any director, officer, employee or independent contractor;

(ix) except for any amendment necessary to comply with any Legal Requirement (or as explicitly provided for under this Agreement), establish, adopt, amend, or terminate, or increase (other than standard increases in the Ordinary Course of Business as part of annual performance reviews) or accelerate the vesting or payment of the payments to or benefits under, any Benefit Plan (or any plan, policy, agreement, Contract or arrangement that would be a Benefit Plan if in effect on the Agreement Date), except for the vesting or acceleration of any payments or benefits pursuant to the terms of any existing Benefit Plan;

(x) enter into any new, or modify, amend, renew or extend (through action or inaction) the terms of any existing lease, Contract or license that (A) has a term of more than one (1) year or (B) involves the annual payment by the Bank of more than \$25,000 in the aggregate;

(xi) make any Bank Loan that does not comply with Bank's loan policy or other policies, procedures and standards of Bank (other than pursuant to standard exceptions thereto);

(xii) make any new Bank Loan or commit to renew, extend the term of or increase the amount of any existing Bank Loan other than in the Ordinary Course of Business;

(xiii) make any new Bank Loan, or commit to make a new Bank Loan, or renew, extend the term of or increase the amount of any existing Bank Loan if such Bank Loan is (A) an unsecured Bank Loan, or (B) a secured Bank Loan in an amount exceeding 400,000; *provided, however*, that Bank may make such a Bank Loan in the event (x) the Bank has delivered to Purchaser or its designated Representative a notice of its intention to make such Bank Loan and such information, including any internally-prepared loan presentation, as Purchaser or its designated Representative shall reasonably require in respect thereof, and (y) Purchaser or its designated Representative shall not have objected to such Bank Loan by giving written notice of such objection within two (2) Business Days following delivery to Purchaser or its designated Representative the notice of intention and required information; *provided, further*, that this section shall not apply to Bank Loans that are single family mortgage loans that are qualified to be sold and will be sold within thirty (30) days of origination;

(xiv) make any Bank Loan in an amount that exceeds the Bank's lending limit or commit to make, renew, extend the term of or increase the amount of any Bank Loan to any Person if such Bank Loan or any other Bank Loans to such Person or an Affiliate of such Person is on the "watch list" or similar internal report of the Bank, or has been classified by Bank or a Regulatory Authority as "substandard," "doubtful," "loss," or "other loans specially mentioned" or listed as a "potential problem loan;"

(xv) change the manner in which the Bank calculates its allowance for credit losses other than in compliance with the Accounting Standards or transfer any allowance for credit losses into the income of the Bank (*provided, however*, the Bank may transfer, if necessary, amounts from the Bank's allowance for credit losses to the Bank's reserve for unfunded commitments);

(xvi) fail to charge-off any Bank Loans in accordance with the Accounting Standards or place on non-accrual any loans or leases that are past due greater than ninety (90) days unless an adequate collateral margin exists or is in the process of collection which would assure repayment in full of all principal and accrued interest;

(xvii) transfer to the Company or any of its Affiliates any of the assets or deposits of the Bank;

(xviii) sell, lease or otherwise dispose of any of its properties, or mortgage, pledge or impose any lien or other encumbrance upon any of its properties, except in the Ordinary Course of Business;

(xix) make any capital expenditure in excess of \$100,000;

(xx) merge or consolidate with or into any other Person, or acquire any stock, equity interest or business of any other Person other than in the Ordinary Course of Business with respect to foreclosures on pledged collateral;

(xxi) file an application to open a new office or branch, close a current office or branch or relocate the operations of a branch from an existing location;

(xxii) purchase, acquire, sell, transfer, dispose or reinvest any investment securities;

(xxiii) purchase or acquire any investments, direct or indirect, in any derivative securities, financial futures or commodities or enter into any interest rate swap, floors and option agreements, or other similar interest rate management agreements;

(xxiv) repurchase or enter into any agreement to repurchase all or any portion of any loan previously participated to any other financial institution;

(xxv) originate any loan which is thereafter participated to another financial institution providing for payment on any basis other than pro rata; or

(xxvi) make, change or rescind any Tax election, change a Tax accounting period, adopt or change any Tax accounting method, file any amended Tax Return, enter into any Tax closing agreement, settle any Tax claim or assessment relating to the Bank, surrender any right to claim a refund of Taxes, consent to an extension or waiver of the statute of limitations applicable to any Tax, or take any similar action.

Section 6.3 Subsequent Bank Financial Statements. As soon as reasonably available after the Agreement Date, and in the case of monthly financial statements, not later than ten (10) days after month-end, the Company will furnish Purchaser copies of: (a) internally prepared monthly financial statements of the Bank that are provided to the directors of the Bank; and (b) all other financial reports or statements submitted after the Agreement Date by the Bank to any Regulatory Authority, to the extent not available online and as permitted by law (the “**Internal Financial Reports**”). Additionally, except as may be required by changes in the Accounting Standards or Legal Requirements effective after the Agreement Date, all Call Reports of the Bank for each quarterly or annual period completed after the Agreement Date (the “**Subsequent Bank Financial Statements**”), shall be prepared on a basis consistent with past accounting practices and shall fairly present in all material respects the financial condition and results of operations of the Bank for the dates and periods presented. The Subsequent Bank Financial Statements, and to the Knowledge of the Company, the Internal Financial Reports, will not include any material assets or omit to state any material liabilities or other facts, which inclusion or omission would render such Subsequent Bank Financial Statements misleading in any material respect.

Section 6.4 Advice of Changes. Between the Agreement Date and the Closing, the Company shall promptly notify Purchaser in writing if it becomes aware of any fact or condition that causes or constitutes a Breach of any of its representations and warranties as of the Agreement Date, or if the Company becomes aware of the occurrence after the Agreement Date of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. If any such fact or condition would require any change in the Schedules if such Schedules were dated the date of the occurrence or discovery of any such fact or condition, the Company will promptly deliver to Purchaser a supplement to the Schedules specifying such change; *provided, however*, that any such supplement will not cure any Breach by the Company of this Agreement. During the same period, the Company will promptly notify Purchaser of the occurrence of any Breach of any of its covenants in this Agreement or of the occurrence of any event that might reasonably be expected to make the satisfaction of the conditions in **ARTICLE 8** impossible or unlikely.

Section 6.5 Other Offers. The Company agrees that it will not, and will not authorize or permit any of its Representatives to, initiate, solicit, encourage or knowingly facilitate inquiries or proposals with respect to, or engage in any negotiations concerning, or provide any confidential or nonpublic information or data to, or have any discussions with, any Person relating to, any Acquisition Proposal; *provided*, that, in the event the Company receives an unsolicited bona fide Acquisition Proposal from a Person other than Purchaser after the Agreement Date, and the board of directors of the Company concludes in good faith that such Acquisition Proposal constitutes a Superior Proposal or would reasonably be likely to result in a Superior Proposal and, after considering the advice of outside counsel, that failure to take such actions would be reasonably likely to result in a violation of the directors' fiduciary duties under applicable Legal Requirements, the Company may: (a) furnish information with respect to the Company and the Bank to such Person making such Acquisition Proposal pursuant to a customary confidentiality agreement (subject to the requirement that any such information not previously provided to Purchaser shall be promptly furnished to Purchaser); (b) participate in discussions or negotiations regarding such Acquisition Proposal; and (c) terminate this Agreement in order to concurrently enter into an agreement with respect to such Acquisition Proposal; *provided, however*, that the Company may not terminate this Agreement pursuant to this **Section 6.5** unless and until (i) five (5) Business Days have elapsed following the delivery to Purchaser of a written notice of such determination by the board of directors of the Company, and, during such five (5) Business Day period, to the extent that Purchaser so requests, the Company and Purchaser cooperate with one another with the intent of enabling the parties to engage in good faith negotiations so that the Contemplated Transactions may be completed, and (ii) at the end of such five (5) Business Day period, the Company continues, in good faith and after consultation with outside legal counsel and financial advisor, to believe that a Superior Proposal continues to exist.

Section 6.6 Proxy Statement; Company Stockholder Approval.

(a) As soon as reasonably practicable following the Agreement Date, but no later than forty-five (45) days after the Agreement Date, the Company shall prepare and file with the SEC a preliminary proxy statement prepared by the Company for use in connection with the Company Stockholders' Meeting (as defined below), prepared in accordance with the DGCL, the rules and regulations of the SEC, and other Legal Requirements (the "**Proxy Statement**"). Prior to the filing of the Proxy Statement, the Company shall consult with Purchaser with respect to such filing and shall afford Purchaser and its representatives reasonable opportunity to review and comment thereon. The Proxy Statement shall include all information reasonably requested by Purchaser to be included. The Company will advise Purchaser, promptly after it receives notice thereof, of the time when any supplement or amendment has been filed, any request by the SEC to amend the Proxy Statement or comments thereon and responses thereto or requests by the SEC for additional information. The parties shall use commercially reasonable efforts to respond (with the assistance of the other party) as promptly as practicable to any comments of the SEC with respect thereto. The Company will use its commercially reasonable efforts to file a definitive version of the Proxy Statement and cause the Proxy Statement to be mailed to the Company Stockholders as promptly as practicable after the earlier of (i) 10 days after the filing of the preliminary Proxy Statement, if the SEC has confirmed that it will not review the Proxy Statement and (ii) the SEC's review and approval of the Proxy Statement. If prior to the Effective Time any event occurs with respect to the Company, Purchaser or any Subsidiary of the Company or Purchaser, respectively, or any change occurs with respect to information supplied by or on behalf of the Company or Purchaser, respectively, for inclusion in the Proxy Statement that is required to be described in an amendment of, or a supplement to, the Proxy Statement, the Company or Purchaser, as applicable, shall promptly notify the other of such event (including, prior to entering into any agreement providing for any merger, consolidation, amalgamation, share exchange, business combination, issuance of securities, acquisition of securities, tender offer, exchange offer or other similar transaction involving Purchaser or any of its Subsidiaries), and the Company or Purchaser, as applicable, shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement and, as required by applicable Legal Requirements, in disseminating the information contained in such amendment or supplement to the Company Stockholders and, except as otherwise set forth in this Agreement, no amendment or supplement (including by incorporation by reference) to the Proxy Statement shall be made without the approval of Purchaser, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The Company's board of directors shall recommend to the Company Stockholders the approval of this Agreement, shall solicit from the Company Stockholders proxies voting only in favor thereof, and shall not withdraw, modify or change, in any manner adverse to Purchaser, or publicly announce its intent to withdraw, modify or change, in any manner adverse to Purchaser, such recommendation of this Agreement; *provided, however*, that the Company shall not be required to make the recommendation required by this **Section 6.6**, and shall be permitted to withdraw, modify or change such recommendation, if the Company's board of directors determines, in good faith, that the exercise of its fiduciary duties to the Company Stockholders under applicable Legal Requirements, as advised by its counsel, so requires.

(c) Subject to the other provisions of this Agreement, the Company shall, as promptly as reasonably practicable after the earlier of (i) 10 days after the filing of the preliminary Proxy Statement, if the SEC has confirmed that it will not review the Proxy Statement and (ii) the SEC's review and approval of the Proxy Statement, take all action necessary, including as required by and in accordance with the DGCL, Charter and Bylaws to duly call, give notice of, convene and hold a meeting of its stockholders (including any adjournment or postponement, the "**Company Stockholders' Meeting**") for the purpose of obtaining the Company Stockholder Approval.

Section 6.7 Information Provided to Purchaser. The Company agrees that the information concerning and provided or to be provided by it to Purchaser for inclusion in any documents to be filed with any Regulatory Authority in connection with the Contemplated Transactions will, at the respective times such documents are filed, not be false or misleading with respect to any material fact, or omit to state any material fact necessary in order to make the statements therein not misleading. Notwithstanding the foregoing, the Company shall have no responsibility for the truth or accuracy of any information with respect to Purchaser or any of its Affiliates contained in any document submitted to, or other communication with, any Regulatory Authority that is provided by Purchaser.

Section 6.8 Tax Matters.

(a) All transfer, documentary, sales, use, stamp, registration, value added, or other Taxes and fees (including penalties and interest) incurred in connection with the Contemplated Transactions shall be borne and paid by the Company when due. The Company shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Purchaser shall cooperate with respect thereto as reasonably necessary).

(b) Purchaser, the Company and each of its Subsidiaries shall provide each other with such cooperation and information as may be reasonably necessary in the filing of any Tax Return or in connection with any Proceeding in respect of Taxes of the Company and each of its Subsidiaries.

(c) With respect to any Pre-Closing Tax Period of the Company or any of its Subsidiaries, without the prior written consent of Purchaser, the Company shall not (i) make, change or rescind any election inconsistent with prior Tax Returns, (ii) amend any Tax Return or take any position on any Tax Return inconsistent with prior filings, or (iii) settle or compromise any liability with respect to Taxes.

(d) The parties hereto acknowledge that the Company's Subsidiaries will become members of a consolidated group together with Purchaser effective as of the Closing Date and that the taxable year of each of the Company's Subsidiaries will end as of the end of Closing Date pursuant to Treasury Regulation Section 1.1502-76(b)(1)(ii)(A)(1). The parties further acknowledge that, as a result of the Holding Company Merger, the Company will cease to exist as a separate legal entity as of the Closing Date.

(e) All tax sharing agreements or arrangements binding on the Company or any of its Subsidiaries shall terminate as of the Closing Date, and neither the Company nor any of its Subsidiaries shall have any further liability or obligation thereunder from and after the Closing Date.

Section 6.9 Consents; Third Party Approvals. As soon as practicable after the Agreement Date, the Bank shall use its commercially reasonable efforts to obtain the approvals set forth on **Section 4.4** of the Schedules.

Section 6.10 Title to Real Estate.

(a) As soon as practical after the Agreement Date, but in any event no later than forty-five (45) days after the Agreement Date, the Company shall obtain and deliver to Purchaser, with respect to all interests in real property owned by the Bank, other than property carried as OREO, a commitment for an owner's title insurance policy (collectively, the "**Title Commitments**"), issued by a title company selected by the Company and reasonably acceptable to Purchaser (the "**Title Company**"), showing fee simple title or a valid leasehold interest, as applicable, in the Bank in such real property with coverage over all standard exceptions (provided Purchaser obtains the Surveys (as defined in **Section 6.11** below)) and subject to no liens, mortgages, security interests, encumbrances or charges of any kind except for any Permitted Encumbrances. The cost of obtaining any preliminary report of title discussed in this **Section 6.10(a)** shall be borne by the Company. With respect to property carried as OREO, the Company shall provide reasonably acceptable written proof of ownership by the Bank of such OREO property.

(b) At the Closing, the Company shall obtain at its own expense and deliver to Purchaser, with respect to all interests in real property owned by the Bank, an owner's title insurance policy or leasehold title insurance policy, as applicable (collectively, the "**Title Insurance Policies**"), or an irrevocable commitment to issue such a policy to Purchaser at no expense to Purchaser (other than the cost of any endorsements to the Title Policies requested by Purchaser, which costs shall be borne by Purchaser) dated as of the later of the Closing Date and the actual date of recording of the deed for such property, on ALTA Policy Form 2006 or Form 2021, if available (if not available, then on Form B-1992), with respect to all interests in real property owned or leased, as applicable, by the Bank, other than property carried as OREO, issued by the Title Company, subject to only such exceptions as are Permitted Encumbrances or have been otherwise accepted by Purchaser, containing any endorsements reasonably required by Purchaser, insuring the fee simple estate of the Bank in the such properties in the amount not less than the greater of (i) the appraised value of the property and (ii) the value at which the Bank currently carries the property on its books, subject only to the Permitted Encumbrances.

(c) Except for Permitted Encumbrances, neither the Company nor any of its Subsidiaries shall voluntarily encumber any real property prior to the Closing Date. In the event that the Company cannot obtain any of the Title Insurance Policies, and Purchaser has not, prior to the Closing Date, given notice to the Company that Purchaser is willing to waive objection to each title exception which is not set forth in the applicable Title Commitment, excluding such exceptions which constitute a Permitted Encumbrance (each, a “**New Encumbrance**”), the Company shall discharge or remove each such New Encumbrance that can be discharged or removed by the payment of a liquidated sum of money. The Company shall use commercially reasonable efforts to discharge any New Encumbrance that cannot be discharged solely by the payment of a liquidated sum of money, unless such New Encumbrance is a Permitted Encumbrance. The Company shall be entitled to postpone the Closing Date for up to thirty (30) days in the aggregate, in order to discharge any New Encumbrance which is not a Permitted Encumbrance.

(d) If the consent of any landlord is required for transfer or assignment of any lease by virtue of the Contemplated Transactions, the Company shall obtain such required consents as soon as reasonably practicable after the Agreement Date, but in no event later than three (3) Business Days before the Closing.

Section 6.11 Surveys. Purchaser may, in its discretion, within forty-five (45) days after the Agreement Date, require the Company to provide, at Purchaser’s expense and as soon as practicable, but in no event later than fifteen (15) Business Days prior to the Closing, a current American Land Title Association survey, including any Table A items reasonably requested by Purchaser (each a “**Survey**” and collectively, the “**Surveys**”), of any or all parcels of real property owned by the Bank, other than property carried as OREO, disclosing no survey defects that would materially impair the use thereof for the purposes for which it is held or materially impair the value of such property.

Section 6.12 Environmental Investigation.

(a) Purchaser may, in its discretion and at Purchaser’s expense, within forty-five (45) days after the Agreement Date, complete a Phase I environmental site assessment in accordance with ASTM Standard E1527-21, Standard Practice for Environmental Site Assessments (the “**ASTM Standard**”) to be delivered to the Company and Purchaser for each Owned Real Estate parcel (each, a “**Phase I Report**”), conducted by an independent professional consultant selected by Purchaser and reasonably acceptable to the Company to determine if any Owned Real Estate contains or gives evidence of any “Recognized Environmental Conditions,” as that term is defined in the ASTM Standard.

(b) If a Phase I Report discloses any “Recognized Environmental Conditions” under the ASTM Standard, then Purchaser may, promptly obtain a Phase II subsurface investigation with respect to any Recognized Environmental Condition identified in a Phase I, which report shall, to the extent feasible, contain an estimate of the approximate cost of any remediation or other follow-up work recommended to address those conditions in accordance with applicable Legal Requirements (each, a “Phase II Report,” and, together with the associated Phase I Report, an “Environmental Report”). The subject, scope, manner and method of each Phase II Report will be subject to the Company’s prior review and written approval, which shall not be unreasonably delayed, conditioned, or withheld. The cost of each such Phase II Report shall be borne by Purchaser and shall be provided to both the Company and Purchaser. In addition, if requested by the Company, Purchaser does hereby agree to restore at its cost any Owned Real Estate for which it has undertaken an environmental investigation pursuant to this Section 6.12 to the condition existing immediately prior to such investigation. Purchaser shall have no duty to act upon any information produced by an Environmental Report. If any Phase II Report confirms the presence of environmental contamination which requires remediation under applicable Environmental Laws, the Company shall cause such remediation work to be performed, at its own cost (the “Remediation Cost”), by an environmental remediation firm mutually agreed to by Purchaser and Company. The Remediation Cost shall be accrued or paid by the Company prior to Closing.

Section 6.13 Landlord Estoppels. Not less than thirty (30) days prior to the Closing, the Company shall make commercially reasonable efforts to provide estoppel certificates executed by the landlords under the Leases in substantially the form attached hereto as Exhibit E.

Section 6.14 Company Voting Agreement. Concurrently with the execution and delivery of this Agreement, the Company shall deliver to Purchaser the Company Voting Agreement, signed by all of the directors and executive officers of the Company as of the Agreement Date who own or control the voting of any shares of Company Common Stock.

Section 6.15 Leases and Contracts. The Company agrees to cooperate and coordinate in good faith with Purchaser in the negotiation of any new or renewal or extension of (i) any existing Contract, involving an obligation by the Bank of more than \$25,000, including the Bank’s data processing agreement, or (ii) any existing Leases involving an obligation by the Bank of more than \$25,000 with the purpose of achieving the best possible economic and business result for Purchaser, the Company and its Subsidiaries in light of the Contemplated Transactions. The Company agrees to request from the counterparty information and clarification of the terms of any Contract if requested by Purchaser.

Section 6.16 Mortgage Division. On or prior to the Closing Date, the Company shall cause the Bank to complete the disposition of the Bank’s Oak Leaf Community Mortgage division (the “Mortgage Division”) in accordance with the provisions set forth in Section 6.16 of the Schedules (the “Mortgage Division Disposition”). Section 6.16 of the Schedules sets forth a true, correct, and complete list, as of the date hereof, of the following: (x) the name, title, and current employment status of each employee employed in or primarily dedicated to the Mortgage Division; (y) each written or oral contract, agreement, lease, license, or other binding commitment primarily related to the operation of the Mortgage Division; and (z) a description of all material assets owned, leased, licensed, or otherwise used by the Mortgage Division, including all material real and personal property and intellectual property rights.

Section 6.17 Certain Employee Benefit Matters.

(a) The Company shall take (or cause the Bank to take) all actions necessary to terminate the severance policies covering any employees of the Company or any of its Subsidiaries, if any, immediately prior to the Effective Time. From and after the Effective Time, Purchaser (or Purchaser's applicable Subsidiary) will cause any eligible Continuing Employee, other than a Continuing Employee eligible to receive severance benefits or other similar payments or benefits as a result of the Contemplated Transactions under any employment, change in control, severance, or any other agreement or arrangement, to be covered by a severance policy under which such employees who incur a qualifying involuntary termination of employment without cause will be eligible to receive severance pay in accordance with the severance pay schedule set forth on **Section 6.17(a)** of the Schedules.

(b) The Company shall provide (or cause its applicable Subsidiary to provide) Purchaser true and complete copies of any and all Code Section 280G calculations (including any valuations reports for valuation of restrictive covenants in connection with such Code Section 280G calculations) prepared with respect to any disqualified individual in connection with the Contemplated Transactions.

Section 6.18 ESOP Matters.

(a) Prior to the Effective Time, the Bank shall have taken or caused to be taken all such actions as may be necessary to terminate the ESOP, and adopt corresponding amendments to the ESOP documents (which amendments shall be in form and substance acceptable to Purchaser) effective as of the date not later than the Closing Date (the "**ESOP Termination Date**"), but conditioned upon the Closing occurring. Such amendments to the ESOP shall provide: (i) that the ESOP is no longer required to be invested in Company Common Stock; (ii) that no new participants or former participants shall be admitted to the ESOP on or after the ESOP Termination Date and no contributions will be made to the ESOP on or after the ESOP Termination Date; (iii) that all ESOP participant accounts shall be fully vested as of the ESOP Termination Date; (iv) that the entire balance of the account of a participant or beneficiary of the ESOP will be required to be distributable in cash in a lump-sum payment; (v) that the ESOP shall be terminated effective as of the ESOP Termination Date; (vi) all amendments required to be made to the ESOP under ERISA and the Code through the ESOP Termination Date; and (vii) any amendment required in connection with **Section 6.18(b)**.

(b) Prior to the Effective Time, the Bank shall have taken or caused to be taken the following actions: (i) in accordance with the ESOP and any ESOP Loan Documents in effect, the Bank shall make any contributions (including any interest payments on any ESOP Loan) required to be made to the ESOP for the plan year ending as of the ESOP Termination Date; (ii) repayment of the outstanding ESOP Loan by delivering a sufficient number of unallocated shares of Company Common Stock (with each remitted share to be valued equal to the Per Share Merger Consideration) in repayment of such outstanding ESOP Loan, and terminate any ESOP Loan Documentation (the "**ESOP Loan Termination Documentation**"); and (iii) cause the balance of the unallocated shares and any other unallocated assets remaining in the ESOP after repayment of the ESOP Loan to be allocated to the accounts of the ESOP participants in accordance in with the terms of the ESOP (and if the ESOP is silent on such allocation, in a manner compliant with ERISA and the Code, and subject to Purchaser's prior approval).

Section 6.19 Terminated Arrangements. Prior to the Closing Date, the Company shall take (or cause to be taken) all actions necessary to terminate each plan, agreement, or arrangement set forth on set forth on **Section 6.19** of the Schedules (each, a “**Terminated Arrangement**” and collectively, the “**Terminated Arrangements**”) as of the Effective Time, in each case in accordance with the requirements of Section 409A. The termination and liquidation of each Terminated Arrangement shall be effected in a manner consistent with the requirements of Treasury Regulation Section 1.409A-3(j)(4)(ix)(B), or such other applicable exception as may be permitted under Section 409A. The form and substance of all board actions or documentation prepared in connection with the foregoing termination and liquidation of the Terminated Arrangements shall be subject to the prior review and approval of the Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed. Subject to the provisions of this **Section 6.19**, following the termination of the Terminated Arrangements, all payments to be made in connection with such Terminated Arrangements (which amounts are set forth on **Section 6.19** of the Schedules), shall be paid to each applicable individual in a single lump-sum cash payment on, or soon as administratively practicable following, the Closing Date. Notwithstanding the foregoing, with respect to each Terminated Arrangement identified on **Section 6.19** of the Schedules as a “Release-Conditioned Arrangement,” payment shall be conditioned upon the applicable individual’s execution, delivery, and non-revocation of a termination and release of claims agreement in substantially the form attached hereto as **Exhibit F**.

ARTICLE 7

COVENANTS OF PURCHASER

Section 7.1 Notice of Changes. Between the Agreement Date and the Closing, Purchaser shall promptly notify the Company in writing if Purchaser becomes aware of any fact or condition that causes or constitutes a Breach of any of Purchaser’s representations and warranties as of the Agreement Date, or if Purchaser becomes aware of the occurrence after the Agreement Date of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, Purchaser will promptly notify the Company of the occurrence of any Breach of any covenant of Purchaser in this Agreement or of the occurrence of any event that might reasonably be expected to make the satisfaction of the conditions in **ARTICLE 9** impossible or unlikely.

Section 7.2 Information Provided to the Company. Purchaser agrees that none of the information concerning Purchaser that is provided or to be provided by Purchaser to the Company for inclusion in any documents to be filed with any Regulatory Authority in connection with the Contemplated Transactions will, at the respective times such documents are filed, be false or misleading with respect to any material fact, or omit to state any material fact necessary in order to make the statements therein not misleading. Notwithstanding the foregoing, Purchaser shall have no responsibility for the truth or accuracy of any information with respect to the Company or any of its Affiliates contained in any document submitted to, or other communication with, any Regulatory Authority that is provided by the Company.

Section 7.3 Board Representation. Subject to any necessary approval by the appropriate Regulatory Authorities, Purchaser shall cause the Bank to take all appropriate action, subject to and in accordance with the Bank's bylaws, to (a) maintain Stephen G. Lear as a member of the Bank's board of directors and (b) appoint one additional individual to the Bank's board of directors, to be identified by the Purchaser, and to be consented to by the Company, such consent not to be unreasonably withheld or delayed, from the Bank's current board of directors or from communities that the Bank serves, in each case effective immediately upon the Effective Time.

ARTICLE 8

COVENANTS OF ALL PARTIES

Section 8.1 Regulatory Approvals. As soon as reasonably practicable following the Agreement Date, but no later than thirty (30) days after the Agreement Date, Purchaser shall make all appropriate public filings with Regulatory Authorities for approval of the Contemplated Transactions, including the preparation of an application or any amendment thereto or any other required statements or documents filed or to be filed by any party with: (a) the Federal Reserve; (b) the OCC; and (c) any other Person or Regulatory Authority pursuant to any applicable Legal Requirement (collectively, the "**Regulatory Approvals**"). Purchaser shall use commercially reasonable efforts to obtain and pursue in good faith the Regulatory Approvals. In advance of any filing made under this **Section 8.1**, including without limitation, any supplemental filings, amendments or other related documents filed in response to any comments from any Regulatory Authorities or otherwise in connection with any filings contemplated by this **Section 8.1**, the Company and its counsel shall be provided, and have a reasonable opportunity to comment upon, all nonconfidential portions thereof and all such comments shall be considered in good faith. Promptly upon filing of any applications with the Regulatory Authorities, Purchaser shall provide the Company with a copy of the non-confidential portions of such filings, and Purchaser agrees promptly to advise the Company and its counsel of, and share with them, any material communication received by Purchaser or its counsel from any Regulatory Authorities with respect to the nonconfidential portions of such filings.

Section 8.2 Commercially Reasonable Efforts; Cooperation. Each of Purchaser and the Company agrees to exercise good faith and use its commercially reasonable efforts to satisfy the various covenants and conditions to Closing in this Agreement, and to consummate the Contemplated Transactions as promptly as possible. Neither Purchaser nor the Company will intentionally take or intentionally permit to be taken any action that would be a Breach of the terms or provisions of this Agreement. Between the Agreement Date and the Closing, Purchaser and the Company will, and will cause all of their respective Affiliates and Representatives to, cooperate with respect to all filings that any party is required by Legal Requirements to make in connection with the Contemplated Transactions.

Section 8.3 Director and Officer Indemnification.

(a) From and after the Effective Time, Purchaser shall indemnify and hold harmless and shall advance expenses as incurred, in each case to the extent (subject to applicable Legal Requirements) such persons may be entitled to such indemnification and advancement of expenses as of the Agreement Date by the Company pursuant to the Charter, the Bylaws and the governing or organizational documents of any Subsidiary of the Company, each present and former director, officer or employee of the Company and its Subsidiaries (in each case, when acting in such capacity) (collectively, the **Company Indemnified Parties**) against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, damages, liabilities and other amounts incurred in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, whether arising before or after the Effective Time, arising out of the fact that such person is or was a director, officer or employee of the Company or any of its Subsidiaries and pertaining to matters existing or occurring at or prior to the Effective Time, including the Contemplated Transactions; *provided*, that in the case of advancement of expenses, the Company Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Company Indemnified Party is not entitled to indemnification.

(b) Prior to the Effective Time, the Company shall obtain an extension of its directors' and officers' liability insurance policy set forth on **Section 8.3(b)** of the Schedules (a complete and accurate copy of which have been heretofore made available to Purchaser) (the **'Existing D&O Policy'**) in respect of acts or omissions occurring at or prior to the Effective Time, covering each person currently covered by the Existing D&O Policy for a period of up to three (3) years after the Effective Time (the **"Tail Policy"**). The cost of the Tail Policy shall be borne by Purchaser; *provided, however*, that the parties shall not be required to pay in the aggregate more than 200% of the amount of the aggregate annual premium paid by the Company, as applicable, for the current policy term for such policy, which annual premium is set forth on **Section 8.3(b)** of the Schedules. It is understood and agreed that if the aggregate premiums for the coverage set forth in this **Section 8.3(b)** would exceed such 200% amount, the parties shall pay for the maximum available coverage as may be obtained by Purchaser for such 200% amount.

Section 8.4 Employees.

(a) Purchaser or one of its Subsidiaries or Affiliates will for a period of one (1) year following the Closing, or, if earlier, until the date of termination of the Continuing Employee, provide each Continuing Employee with (i) annual base salary or wages that are no less than the annual base salary or wages, respectively, provided to such Continuing Employee immediately prior to the Closing, (ii) employee benefits (excluding any equity, equity-based and long-term incentive compensation, nonqualified deferred compensation, change in control, severance, retention, defined benefit arrangements, post-employment health and welfare benefits and employee stock ownership plan (the **"Excluded Benefits"**)) that are substantially similar in the aggregate to those benefits provided to such Continuing Employee immediately prior to the Closing.

(b) From and after the Closing, Purchaser shall use commercially reasonable efforts to give or cause to be given to each Continuing Employee full credit for purposes of eligibility to participate and vesting, for purposes of vacation and paid time off, and for purpose of severance pay entitlement as provided under this Agreement (but not for any purposes of any Excluded Benefits or otherwise), under each employee benefit plan, program or arrangement established or maintained by Purchaser under which Continuing Employees are eligible to participate on or after the Closing to the same extent that such credit was recognized by the Company under comparable Benefit Plans, as applicable, immediately prior to the Closing; *provided, however*, that such credit shall not be provided to the extent that such credit would result in any duplication of benefits.

(c) With respect to each welfare benefit plan, program or arrangement maintained, sponsored or contributed to by Purchaser after the Closing (collectively, the “**Purchaser Welfare Benefit Plans**”) in which any Continuing Employee or spouse or dependent thereof may be eligible to participate on or after the Closing, Purchaser shall use commercially reasonable efforts to (i) waive, or cause its Affiliates or insurance carrier to waive, all limitations as to preexisting conditions, actively-at-work requirements, exclusions and waiting periods, if any, with respect to participation and coverage requirements applicable to each Continuing Employee or spouse or dependent thereof, and any other restrictions that would prevent immediate or full participation by such Continued Employee or spouse or dependent thereof, under such Purchaser Welfare Benefit Plan, to the same extent satisfied or waived under a comparable Benefit Plan, as applicable, and (ii) provide or cause its Affiliates to provide full credit to each Continuing Employee or spouse or dependent thereof for any co-payments, deductibles, and out-of-pocket expenses paid by such Continuing Employee or spouse or dependent thereof under the comparable Benefit Plan, as applicable, during the relevant plan year up to and including the Closing as if such amounts had been paid under such Purchaser Welfare Benefit Plan.

(d) Notwithstanding anything in this **Section 8.4** to the contrary, nothing contained herein, whether express or implied, shall: (i) be treated as an establishment, amendment or other modification of any Benefit Plan or any Purchaser Welfare Benefit Plan, or any other employee benefit plan or arrangement of the Purchaser or its Affiliates or shall limit the right of Purchaser or any of its Affiliates to amend, terminate or otherwise modify any Purchaser Welfare Benefit Plan, Benefit Plan, or other employee benefit plan or arrangement of the Purchaser or its Affiliates following the Closing Date; or (ii) guarantee employment for any period of time for, or preclude the ability of Purchaser or its subsidiaries to terminate, any employee of the Company or its Subsidiaries, including the Bank, for any or no reason. The Company and Purchaser acknowledge and agree that all provisions contained in this **Section 8.4** are included for their sole benefit, and that nothing in this **Section 8.4**, whether express or implied, shall create any third party beneficiary or other rights: (i) in any other Person, any participant in any Benefit Plan or Purchaser Welfare Benefit Plan, any other employee benefit plan or arrangement of the Purchaser or its Affiliates, or any dependent or beneficiary thereof; or (ii) to continued employment with Purchaser or any of its Affiliates, or to any particular term or condition of employment.

ARTICLE 9

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser to consummate the Contemplated Transactions and to take the other actions required to be taken by Purchaser at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Purchaser, in whole or in part):

Section 9.1 Accuracy of Representations and Warranties. All of the representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if all of such representations and warranties were made at the Closing; *provided, however*, that to the extent such representations and warranties expressly relate to an earlier date, such representations shall be true and correct in all material respects on and as of such earlier date; *provided further, however*, that to the extent any of the representations and warranties are subject in this Agreement to a standard of Knowledge, materiality, Material Adverse Effect or similar standard, such representations and warranties shall be true and correct in all respects to the extent of the Knowledge, materiality, Material Adverse Effect or similar standard set forth herein.

Section 9.2 Performance of the Company. The Company shall have performed or complied in all material respects with all of the covenants and obligations to be performed or complied with by it under the terms of this Agreement on or prior to the Closing Date; *provided, however*, that to the extent the performance and compliance with any covenants and obligations is subject in this Agreement to a standard of Knowledge, materiality, Material Adverse Effect or similar standard, the Company shall have performed and complied in all respects with such covenants and obligations to the extent of the Knowledge, materiality, Material Adverse Effect or similar standard.

Section 9.3 Closing Deliveries. The Company shall have tendered for delivery all of the certificates, documents and other items listed in **Section 2.8**, in form and substance reasonably satisfactory to Purchaser.

Section 9.4 Absence of Material Adverse Effect. From the Agreement Date to the Closing, there shall have been no Material Adverse Effect with respect to the Company.

Section 9.5 Regulatory Approvals. (a) All Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated, and (b) no such Requisite Regulatory Approval shall have resulted in the imposition of any Burdensome Condition.

Section 9.6 Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

Section 9.7 Mortgage Division Disposition. The Mortgage Division Disposition shall have occurred.

Section 9.8 No Prohibition. The consummation of the Contemplated Transactions will not, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with or result in a material violation of any Order against the Company or any of its Subsidiaries that has been proposed or issued by or before any Regulatory Authority after the Agreement Date.

Section 9.9 No Proceedings. Since the Agreement Date, there shall not have been commenced or Threatened against the Bank or the Company any Proceeding that would reasonably be expected to have a Material Adverse Effect on the Company or any of its Subsidiaries or on Purchaser's rights under this Agreement.

ARTICLE 10

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY

The obligations of the Company to consummate the Contemplated Transactions and to take the other actions required to be taken by the Company at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Company in whole or in part):

Section 10.1 Accuracy of Representations and Warranties. All of the representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects with the same force and effect as if all of such representations and warranties were made at the Closing; *provided, however*, that to the extent such representations and warranties expressly relate to an earlier date, such representations shall be true and correct in all material respects on and as of such earlier date; *provided further*, however, that to the extent any of the representations and warranties are subject in this Agreement to a standard of Knowledge, materiality, Material Adverse Effect or similar standard, such representations and warranties shall be true and correct in all respects to the extent of the Knowledge, materiality, Material Adverse Effect or similar standard set forth herein.

Section 10.2 Performance of Purchaser. Purchaser shall have performed or complied in all material respects with all of the covenants and obligations to be performed or complied with by it under the terms of this Agreement on or prior to the Closing Date; *provided, however*, that to the extent the performance and compliance with any covenants and obligations is subject in this Agreement to a standard of Knowledge, materiality, Material Adverse Effect or similar standard, Purchaser shall have performed and complied in all respects with such covenants and obligations to the extent of the Knowledge, materiality, Material Adverse Effect or similar standard set forth herein.

Section 10.3 Closing Deliveries. Purchaser shall have tendered for delivery all of the certificates, documents and other items listed in **Section 2.7**, in form and substance reasonably satisfactory to the Company.

Section 10.4 Absence of Material Adverse Effect. From the Agreement Date to the Closing, there shall have been no Material Adverse Effect with respect to Purchaser.

Section 10.5 Regulatory Approvals. (a) All Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated, and (b) no such Requisite Regulatory Approval shall have resulted in the imposition of any Burdensome Condition.

Section 10.6 Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

Section 10.7 No Prohibition. The consummation of the Contemplated Transactions will not, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with or result in a material violation of any Order against Purchaser that has been proposed or issued by or before any Regulatory Authority after the Agreement Date.

Section 10.8 No Proceedings. Since the Agreement Date, there shall not have been commenced or Threatened against Purchaser any Proceeding that would reasonably be expected to have a Material Adverse Effect on Purchaser or the Company's rights under this Agreement.

ARTICLE 11

TERMINATION

Section 11.1 Reasons for Termination and Abandonment This Agreement may, by prompt written notice given to the other party prior to or at the Closing, be terminated:

- (a) By mutual written consent of the parties;
- (b) By Purchaser if the Company commits a Breach of this Agreement such that any of the conditions in **ARTICLE 9** would not be satisfied, or satisfaction of such a condition would become impossible, as of the Closing, and such Breach is not cured, cannot be cured, or has not been waived in writing by Purchaser, on or before the Termination Date;
- (c) By the Company if Purchaser commits a Breach of this Agreement such that any of the conditions in **ARTICLE 10** would not be satisfied, or satisfaction of such a condition would become impossible, as of the Closing, and such Breach is not cured, cannot be cured, or has not been waived in writing by the Company, on or before the Termination Date;
- (d) By Purchaser if the Company is in Breach of **Section 6.5** or **Section 6.6**;
- (e) By the Company pursuant to **Section 6.5**; or
- (f) By Purchaser or the Company if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply with its obligations under this Agreement in all material respects) on or before the date that is nine (9) months after the Agreement Date, or such later date as the parties may agree in writing (the "**Termination Date**"); *provided*, that the party seeking to terminate this Agreement pursuant to this **Section 11.1(f)** has used its commercially reasonable efforts to consummate the Contemplated Transactions prior to such date.

Section 11.2 Effect of Termination. Except as provided in **Section 11.3** and **Section 11.4**, if this Agreement is terminated pursuant to **Section 11.1**, all further obligations of the parties under this Agreement will terminate, and there shall be no liability under this Agreement to or on the part of any party (or such party's respective Representatives and Affiliates), and all rights and obligations of each party shall cease; *provided, however*, that nothing herein shall relieve any party from liability for fraud or the willful Breach of any of its representations and warranties or the Breach of any of its covenants or agreements set forth in this Agreement.

Section 11.3 Expenses. Except as otherwise expressly provided in **Section 11.4**, each party to this Agreement will bear its own respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of Representatives.

Section 11.4 Termination Payments.

(a) If this Agreement is terminated by Purchaser pursuant to **Section 11.1(d)** or by the Company pursuant to **Section 11.1(e)**, then the Company shall pay to Purchaser, within two (2) Business Days after such termination, an amount equal to \$3,000,000 (the “**Company Termination Fee**”) by wire transfer of immediately available funds to such account as Purchaser shall designate.

(b) If, after the Agreement Date and prior to the termination of this Agreement, a bona fide Acquisition Proposal shall have been made known to the Company or any of its Subsidiaries or has been made directly to its stockholders generally or any Person shall have publicly announced (and not withdrawn) an Acquisition Proposal with respect to the Company or any of its Subsidiaries and (i) thereafter this Agreement is terminated by Purchaser pursuant to **Section 11.1(b)** and (ii) within twelve (12) months after such termination the Company or any of its Subsidiaries shall enter into a definitive written agreement with respect to such Acquisition Proposal, the Company shall pay to Purchaser the Company Termination Fee, payable in immediately available funds, within five (5) Business Days after the consummation of such definitive written agreement.

(c) The sums payable pursuant to this **Section 11.4** shall constitute liquidated damages and Purchaser’s receipt thereof shall be Purchaser’s sole and exclusive remedy under this Agreement for all Breaches of this Agreement by the Company set forth in this **Section 11.4**.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement shall be governed by the internal laws of the State of Illinois applicable to Contracts made and wholly to be performed in such state without regard to conflicts of laws.

Section 12.2 Jurisdiction and Service of Process; Waiver of Jury Trial. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Illinois solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the Contemplated Transactions, and hereby waives, and agrees not to assert, as a defense in any action, suit or Proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or Proceeding may not be brought or is not maintainable in said court or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such court, and the parties hereto irrevocably agree that all claims with respect to such action or Proceeding shall be heard and determined in such court. The parties hereby consent to and grant any such court jurisdiction over the Person of such parties and agree that mailing of process or other papers in connection with any such action or Proceeding in the manner provided under **Section 12.8** or in such other manner as may be permitted by Legal Requirements shall be valid and sufficient service thereof. 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 CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO IT THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH HEREIN.

Section 12.3 Assignments, Successors and No Third Party Rights No party may assign any of its rights under this Agreement to any other Person without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed. Subject to the preceding sentence, this Agreement and every representation, warranty, covenant, agreement and provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

Section 12.4 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 12.5 Modification. This Agreement may only be amended by a written agreement executed by each of the parties hereto.

Section 12.6 Publicity. Prior to the Closing and except as required by any applicable Legal Requirements, the parties hereto will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the Contemplated Transactions and shall not issue any such press release or make any such public statement without the prior consent of the other party, which consent shall not be unreasonably withheld. The parties hereto will consult with each other concerning the means by which the Bank's employees, customers and suppliers and others having dealings with the Bank will be informed of the Contemplated Transactions.

Section 12.7 Confidentiality. All information disclosed or furnished by or on behalf of one party to another or any of its Representatives, whether orally or in writing, in connection with this Agreement and Purchaser's due diligence examination of the Bank shall be deemed to be proprietary and confidential information of the disclosing party. Between the Agreement Date and the Closing, each of Purchaser and the Company will maintain in confidence, and will cause their Affiliates and Representatives to maintain in confidence, and not use for any purpose, other than evaluating the Contemplated Transaction, or to the detriment of the other party any written, oral or other information obtained in confidence from the other party in connection with this Agreement or the Contemplated Transactions, unless: (a) such information is already known to or becomes known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party; (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions; or (c) the furnishing or use of such information is required by or necessary in connection with any Proceedings. If the Contemplated Transactions are not consummated, each party will return or destroy as much of such information (written or electronic) as the other party may reasonably request.

Section 12.8 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing (which shall include electronic mail) and will be deemed to have been duly given if delivered by hand or by nationally recognized overnight delivery service (receipt requested), mailed by first class mail with postage prepaid or sent by electronic mail if confirmed immediately thereafter by also mailing a copy of any notice, request or other communication by mail as required in this **Section 12.8:**

(a) If to Purchaser, to:

Brookfield Bancshares, Inc.
9136 Washington Avenue
Brookfield, Illinois 60513
Attention: Phil Richard, Secretary
Telephone: (708) 485-2770
Electronic mail: richardp@fnbb.com

with copies to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 W Madison Street, Suite 3900
Chicago, Illinois 60606
Attention: Abdul R. Mitha, Esq.
Telephone: (312) 629-5171
Electronic mail: abdul.mitha@bfkn.com

(b) If to the Company, to:

NSTS Bancorp, Inc.
700 Lewis Avenue
Waukegan, Illinois 60085
Attention: Stephen G. Lear, Chairman and CEO
Telephone: 847-336-4430
Electronic mail: slear@northshoretrust.com

with copies to:

Vedder Price P.C.
222 N LaSalle Street
Chicago, Illinois 60601
Attention: Daniel C. McKay, II, Esq.
James W. Morrissey, Esq.
Telephone: (312) 609-7762
Electronic mail: dmckay@vedder.com
jmorrissey@vedder.com

or to such other Person or place as any party shall furnish to the other parties hereto in writing. Except as otherwise provided herein, all such notices, consents, waivers and other communications shall be effective: (a) if delivered by hand, when delivered; (b) if mailed in the manner provided in this **Section 12.8**, five (5) Business Days after deposit with the U.S. Postal Service; (c) if delivered by overnight express delivery service, on the next Business Day after deposit with such service; and (d) if by electronic mail, upon the earlier of actual confirmation of receipt or the next Business Day, in either case if also confirmed by mail in the manner provided in this **Section 12.8**.

Section 12.9 Entire Agreement. This Agreement and any documents executed by the parties pursuant to this Agreement and referred to herein constitute a complete and exclusive statement of the entire understanding and agreement of the parties hereto with respect to the subject matter and supersede all other prior agreements and understandings, written or oral, relating to such subject matter between the parties.

Section 12.10 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 will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement unless the consummation of the Contemplated Transactions is adversely affected thereby.

Section 12.11 Further Assurances. The parties agree to: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things; in each case, as any party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 12.12 Counterparts; Facsimile/PDF Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and accepted by facsimile or portable data file (PDF) signature and any such signature shall be of the same force and effect as an original signature.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

PURCHASER:

BROOKFIELD BANCSHARES, INC.

By: /s/ Phil Richard
Name: Phil Richard
Title: Secretary

COMPANY:

NSTS BANCORP, INC.

By: /s/ Stephen G. Lear
Name: Stephen G. Lear
Title: Chairman and Chief Executive Officer

MERGER SUB:

BRKD MERGER SUB INC.

By: /s/ Phil Richard
Name: Phil Richard
Title: President and Chief Executive Officer

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (this “**Agreement**”) is entered into as of May 12, 2026, by and among **BROOKFIELD BANCSHARES, INC.**, a Delaware corporation (“**Purchaser**”), and those directors and/or officers of **NSTS BANCORP, INC.**, a Delaware corporation (the “**Company**”) whose names appear on the signature page of this Agreement and who own or control the voting of any shares of common stock of the Company (such stockholders collectively referred to in this Agreement as the “**Principal Stockholders**,” and individually as a “**Principal Stockholder**”).

Recitals

A. As of the date hereof, each Principal Stockholder is the owner or controls the vote of certain shares of the Company’s common stock, \$0.01 par value per share (“**Company Common Stock**”).

B. Purchaser is contemplating the acquisition of the Company by means of a merger (the “**Merger**”) of a wholly-owned subsidiary of Purchaser with and into the Company, all pursuant to an Agreement and Plan of Merger, dated as of May 12, 2026 (the “**Merger Agreement**”), by and among Purchaser, the Company and BRKD Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Purchaser.

C. As a condition and inducement for Purchaser to enter into the Merger Agreement, each Principal Stockholder is entering into this Agreement.

D. Each Principal Stockholder believes it is in his or her best interest as well as the best interest of the Company for Purchaser and the Company to consummate the Merger.

Agreements

In consideration of the foregoing premises, which are incorporated herein by this reference, and the covenants and agreements of the parties herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions; Construction. All terms that are capitalized and used herein (and are not otherwise specifically defined herein) shall be used in this Agreement as defined in the Merger Agreement. The parties hereby incorporate by this reference the principles of construction set forth in Section 1.2 of the Merger Agreement.

Section 2. Representations and Warranties. Each Principal Stockholder, as to himself or herself and not jointly, represents and warrants that as of the date hereof, he or she:

(a) owns beneficially and of record each of his or her shares of Company Common Stock as is set forth opposite such Principal Stockholder’s name on the signature page attached hereto;

(b) has the sole, or joint with any other Principal Stockholder, voting power with respect to such shares of Company Common Stock; and

(c) has all necessary power and authority to enter into this Agreement and further represents and warrants that this Agreement is the legal, valid and binding agreement of such Principal Stockholder, and is enforceable against such Principal Stockholder in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other Legal Requirements affecting creditors' rights generally and subject to general principles of equity.

Section 3. Voting Agreement. Each Principal Stockholder hereby agrees that at any meeting of the Company's stockholders however called, including the Company Stockholders' Meeting, and in any action by written consent of the Company Stockholders, such Principal Stockholder shall vote, or cause to be voted, all shares of Company Common Stock now or at any time hereafter owned or controlled by him or her at the time of such meeting of or action by written consent of the Company Stockholders:

(a) for the approval and adoption of the Merger Agreement and in favor of the Merger and the other Contemplated Transactions as described in the Merger Agreement;

(b) against any Acquisition Proposal involving any party other than Purchaser or an Affiliate of Purchaser; and

(c) against any action or agreement that would reasonably be expected to result in a material breach of any covenant, representation or warranty or any other obligation of the Company under the Merger Agreement.

Additionally, each Principal Stockholder hereby agrees that such Principal Stockholder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with this Section 3.

Section 4. Additional Covenants. Except as required by law, each Principal Stockholder agrees that he or she will:

(a) not, and will not permit any of his or her Affiliates (which shall not include any other Principal Stockholder or the Company) to, sell, assign, transfer or otherwise dispose of, or permit to be sold, assigned, transferred or otherwise disposed of, any Company Common Stock owned of record or beneficially by such Principal Stockholder, whether such shares of Company Common Stock are owned of record or beneficially by such Principal Stockholder on the date of this Agreement or are subsequently acquired by any method, except: (i) for transfers by will or by operation of law (in which case this Agreement shall bind the transferee); (ii) a transfer for estate and tax planning purposes, subject in each case to the transferee agreeing in writing to be bound by the terms of this Agreement; (iii) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld), for any sales, assignments, transfers or other dispositions necessitated by hardship; (iv) net settlement of a Principal Stockholder's Company Stock Option to pay the exercise price thereof and satisfy any tax withholding obligations; (v) withholding of the Company Common Stock in connection with vesting of any Company Restricted Stock to satisfy tax withholding obligations; and (vi) as Purchaser may otherwise agree in writing;

(b) not vote or execute any action by written consent to rescind or amend in any manner any prior vote or action by written consent to approve or adopt the Merger Agreement or any of the other Contemplated Transactions except in compliance with Section 3;

(c) use his or her best efforts to cause any necessary meeting of the Company Stockholders to be duly called and held, or any necessary consent of the Company Stockholders to be obtained, for the purpose of approving or adopting the Merger Agreement and the Contemplated Transactions;

(d) cause any of his or her Affiliates to cooperate fully with Purchaser in connection with the Merger Agreement and the Contemplated Transactions; and

(e) execute and deliver such additional instruments and documents and take such further action as may be reasonably necessary to effectuate and comply with his or her respective obligations under this Agreement.

Section 5. No Economic Benefit. Nothing contained in this Agreement shall be deemed to vest in Purchaser any direct or indirect ownership or incidence of ownership of or with respect to any of the Company Common Stock. All rights, ownership and economic benefits of and relating to the Company Common Stock shall remain and belong to the applicable stockholder and Purchaser shall have no power or authority to direct any stockholder in the voting of any of the Company Common Stock or the performance by any stockholder of its duties or responsibilities as a stockholder of the Company, except as otherwise provided herein. For the avoidance of doubt, this is a voting and support agreement only, and is not to be interpreted as a written consent to the Merger or as granting Purchaser a proxy to vote the Company Common Stock subject to this Agreement.

Section 6. Termination. Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate on the earlier of: (a) the date of termination of the Merger Agreement as set forth in Article 11 thereof, as such termination provisions may be amended by Purchaser and the Company from time to time; (b) the date of the Company Stockholder Approval; (c) the date, if any, on which the Company publicly discloses that the board of directors of the Company has withdrawn, modified or changed its recommendation to the Company Stockholders that the Company Stockholders approve the Merger Agreement, in each case because the board of directors of the Company has determined in good faith that the exercise of its fiduciary duties to the Company Stockholders under applicable Legal Requirements, as advised by its counsel, so requires; or (d) February 12, 2027.

Section 7. Amendment and Modification. This Agreement may be amended, modified or supplemented at any time by the written approval of such amendment, modification or supplement by the Company, Purchaser and each of the Principal Stockholders.

Section 8. Entire Agreement. This Agreement evidences the entire agreement among the parties hereto with respect to the matters provided for herein and there are no agreements, representations or warranties with respect to the matters provided for herein other than those set forth herein and in the Merger Agreement and any written agreements related thereto. Except for the Merger Agreement, this Agreement supersedes any agreements among any of the Company, its stockholders or Purchaser concerning the acquisition, disposition or control of any Company Common Stock.

Section 9. Absence of Control. Subject to any specific provisions of this Agreement, it is the intent of the parties to this Agreement that Purchaser by reason of this Agreement shall not be deemed (until consummation of the Contemplated Transactions) to control, directly or indirectly, the Company and shall not exercise, or be deemed to exercise, directly or indirectly, a controlling influence over the management or policies of the Company.

Section 10. Informed Action. Each Principal Stockholder acknowledges that he or she has had an opportunity to be advised by counsel of his or her choosing with regard to this Agreement and the transactions and consequences contemplated hereby. Each Principal Stockholder further acknowledges that he or she has received a copy of the Merger Agreement and is familiar with its terms.

Section 11. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 12. Counterparts; PDF Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and accepted by portable data file (pdf) signature and any such signature shall be of the same force and effect as an original signature.

Section 13. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal laws of the State of Illinois applicable to agreements made and wholly to be performed in such state without regard to conflicts of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transaction contemplated hereby, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said court or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such court, and the parties hereto irrevocably agree that all claims with respect to such action, suit or proceeding shall be heard and determined in such court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and agree that mailing of process or other papers in connection with any such action, suit or proceeding in a manner as may be permitted by applicable law shall be valid and sufficient service thereof.

Section 14. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company and Purchaser, and their successors and permitted assigns, and the Principal Stockholders and their respective spouses, executors, personal representatives, administrators, heirs, legatees, guardians and other legal representatives. This Agreement shall survive the death or incapacity of any Principal Stockholder. This Agreement may be assigned only by Purchaser, and then only to an Affiliate of Purchaser.

Section 15. Directors' Duties. The parties hereto acknowledge that each Principal Stockholder is entering into this Agreement solely in his or her capacity as a stockholder of the Company and, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended or shall be construed to (a) require any Principal Stockholder, in his or her capacity as a director and/or officer of the Company and/or the Bank, as applicable, to act or fail to act in accordance with his or her fiduciary duties in such director and/or officer capacity or (b) prohibit or otherwise impair the right or ability of any Principal Stockholder to exercise his or her fiduciary duties in his or her capacity as a director or officer of the Company, in each case, in accordance with the terms of the Merger Agreement. Furthermore, no Principal Stockholder makes any agreement or understanding herein in his or her capacity as a director and/or officer of the Company and/or the Bank. For the avoidance of doubt, nothing in this Section shall in any way limit, modify or abrogate any of the obligations of the Principal Stockholders hereunder to vote the shares of Company Common Stock owned by him or her in accordance with the terms of the Agreement and not to transfer any shares except as permitted by this Agreement.

Section 16. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY OR DISPUTE THAT 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 CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement individually, or have caused this Agreement to be executed by its officer, on the day and year first written above.

PURCHASER:

BROOKFIELD BANCSHARES, INC.

By: _____

Name: Phil Richard

Title: Secretary

[Signature Page to Voting and Support Agreement]

Principal Stockholders

Shares Owned

Name: Emily E. Ansani

Name: Apolonio Arenas

Name: Thomas M. Ivantic

Name: Stephen G. Lear

Name: Thomas J. Kneesel

Name: John S. Pucin

Name: Rodney J. True

Name: Carissa H. Schoolcraft

Name: Amy L. Avakian

[Signature Page to Voting and Support Agreement]

BROOKFIELD BANCSHARES, INC. AND FIRST NATIONAL BANK OF BROOKFIELD ANNOUNCE EXECUTION OF MERGER AGREEMENT TO ACQUIRE NSTS BANCORP, INC. AND NORTH SHORE TRUST AND SAVINGS

Brookfield, IL and Waukegan, IL (May 12, 2026) – Brookfield Bancshares, Inc. (“Brookfield”), the holding company for First National Bank of Brookfield (“FNBB”), and NSTS Bancorp, Inc. (NASDAQ: NSTS) (“NSTS”), the holding company for North Shore Trust and Savings (“North Shore”), today jointly announced the signing of a definitive merger agreement in which Brookfield will acquire NSTS and North Shore in an all-cash transaction valued at approximately \$73.7 million. North Shore will continue to operate under its existing name and federal savings association charter as a subsidiary of Brookfield.

North Shore’s President and Chief Executive Officer, Stephen G. Lear, will remain on North Shore’s board of directors after the acquisition. One additional individual, to be mutually agreed to by the parties, from North Shore’s current board of directors or from the communities served by North Shore, will also serve on the board of directors. Following the closing of the transaction, Brookfield’s two banking subsidiaries will operate a total of four branches in the Chicago-Naperville-Elgin MSA and will have an aggregate of over \$600 million in assets.

Under the terms of the merger agreement, which has been unanimously approved by the boards of directors of Brookfield and NSTS, NSTS stockholders will receive approximately \$14.28 in cash for each share of NSTS common stock owned. The transaction is anticipated to close in the fourth quarter of 2026, subject to certain conditions, including the receipt of required regulatory approvals, NSTS stockholder approval, and other closing conditions. Subject to and upon completion of the transaction, NSTS’s shares will no longer trade on the Nasdaq Capital Market.

“We are excited to join forces with the North Shore team and expand our presence into the Waukegan market,” said Phil Richard, President & CEO of FNBB. “We will continue to provide the same level of service that customers are accustomed to receiving and look forward to broadening the banking products and services that North Shore can offer its clients.”

Mr. Lear added, “Brookfield has a tremendous reputation in the marketplace and we’re excited for the next chapter of North Shore as we believe this partnership will enhance our abilities to serve our clients.”

Advisors

Olsen Palmer LLC served as financial advisor and Vedder Price P.C. served as legal counsel to NSTS. Angkor Strategic Advisors served as financial advisor to Brookfield and Barack Ferrazzano Kirschbaum & Nagelberg LLP served as its legal advisor.

About First National Bank of Brookfield

First National Bank of Brookfield is a locally focused community bank founded in 1962, dedicated to serving Brookfield, Illinois and beyond through personalized banking, trusted advice, and long-term relationships. First National Bank of Brookfield combines traditional community banking values with modern digital tools, offering products ranging from consumer accounts to commercial lending.

About NSTS Bancorp, Inc. and North Shore Trust and Savings

NSTS Bancorp, Inc. is the holding company of North Shore Trust and Savings. As of December 31, 2025, North Shore Trust and Savings had total assets of \$266.6 million and operates from its offices located in Waukegan and Lindenhurst, Illinois, respectively. For over 100 years, North Shore Trust and Savings has served the local communities where it operates and has deep and longstanding relationships with its businesses and retail customers as well as local municipalities.

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this press release, including statements regarding the expected timetable for completion of the proposed transaction, the results, effects and benefits of the proposed transaction, future opportunities for Brookfield, NSTS and their respective subsidiaries, and any other statements regarding future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts are forward-looking statements based on assumptions currently believed to be valid. Forward-looking statements may include, but are not limited to, statements relating to each of Brookfield's, NSTS's and their respective subsidiaries' plans, strategies and expectations, near-term loan growth, net interest margin, mortgage banking profits, expenses, asset quality, capital levels, continued earnings, and liquidity. Forward-looking statements are generally identifiable by use of the words "believe," "may," "will," "should," "could," "expect," "estimate," "intend," "anticipate," "project," "plan" or similar expressions, including the negative forms of such expressions. Forward-looking statements are frequently based on assumptions that may or may not materialize and are subject to numerous uncertainties that could cause actual results to differ materially from those anticipated in the forward-looking statements. The forward-looking statements are intended to be subject to the safe harbor provided by Section 27A of the Securities Act, Section 21E of the Exchange Act and the Private Securities Litigation Reform Act of 1995.

These forward-looking statements involve significant risks and uncertainties that could cause actual results to differ materially from those anticipated, including, but not limited to, the possibility that stockholders of NSTS may not approve the merger agreement; the risk that a condition to closing of the proposed transaction may not be satisfied, that either party may terminate the merger agreement or that the closing of the proposed transaction might be delayed or not occur at all; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the transaction; the diversion of management time on transaction-related issues; the ultimate timing, outcome and results of integrating the operations of NSTS into those of Brookfield; the effects of the merger on Brookfield's and NSTS's future financial condition, results of operations, strategy and plans; and regulatory approvals of the transaction.

Additional factors that could cause results to differ materially from those described above can be found in NSTS's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission (the "SEC") on March 27, 2026, and in its subsequently filed Quarterly Reports on Form 10-Q, and in other documents NSTS files with the SEC, each of which is on file with the SEC and available at its website at www.sec.gov and available from NSTS's website at <https://ir.northshoretrust.com/sec-filings/all-sec-filings>.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Neither Brookfield nor NSTS assumes any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

Important Information and Where to Find It

In connection with the proposed transaction, NSTS will file with the SEC and provide its stockholders with a proxy statement on Schedule 14A and other relevant documents concerning the proposed transaction. Promptly after filing its definitive proxy statement with the SEC, NSTS will mail the definitive proxy statement and a proxy card to each stockholder entitled to vote at the special meeting relating to the proposed transaction. STOCKHOLDERS OF NSTS ARE URGED TO CAREFULLY READ THE PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE TRANSACTION THAT NSTS FILES WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. The preliminary proxy statement, the definitive proxy statement and any other documents filed by NSTS with the SEC (when available) may be obtained free of charge at the SEC's website at www.sec.gov or by accessing the Investor Relations section of NSTS's website at <https://ir.northshoretrust.com/sec-filings/all-sec-filings>.

Participants in the Proxy Solicitation

NSTS and its directors and executive officers and other members of management and employees may be deemed, under SEC rules, to be participants in the solicitation of proxies from NSTS's stockholders in connection with the proposed transaction. Information regarding NSTS's executive officers and directors, including their ownership of NSTS's securities, is included in its definitive proxy statement for its 2026 annual meeting of stockholders filed with the SEC on April 17, 2026, and subsequent documents filed with the SEC.

Additional information regarding the identity of participants in the solicitation of proxies, and a description of their direct or indirect interests in the proposed transaction, by security holdings or otherwise, will be set forth in the proxy statement and other materials to be filed with the SEC in connection with the proposed transaction when they become available.

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