



F.N.B. Corporation

One North Shore Center, 12 Federal Street, Suite 503, Pittsburgh, PA 15212

September 15, 2016

Via FedEx and E-mail to NE.Licensing@occ.treas.gov

Marva V. Cummings
Director for District Licensing
Office of the Comptroller of the Currency
Northeastern District Office
340 Madison Avenue, Fifth Floor
New York, NY 10173-0002

**RE: Bank Merger Act Application by First National Bank of Pennsylvania for
Prior Approval to Acquire Yadkin Bank, by Merger**

Dear Ms. Cummings:

The enclosed application is being submitted to the Office of the Comptroller of the Currency (the "OCC") on behalf of First National Bank of Pennsylvania ("FNBPA"), Greenville, Pennsylvania for approval to acquire Yadkin Bank ("Yadkin Bank"), Statesville, North Carolina, by merger pursuant to 12 U.S.C. Section 1828(c) and 12 U.S.C. Section 215a.

F.N.B. Corporation ("FNB") and Yadkin Financial Corporation ("Yadkin") have entered into an Agreement and Plan of Merger, dated July 20, 2016, pursuant to which FNB has agreed to merge with Yadkin, with FNB continuing as the surviving entity in the merger ("Holdco Merger"). Immediately after the Holdco Merger, Yadkin Bank will merge with and into FNBPA, the wholly-owned national subsidiary of FNB, with FNBPA continuing as the surviving bank (the "Bank Merger") and together with Holdco Merger (the "Transaction").

Request for Confidential Treatment.

Confidential treatment is being requested under the federal Freedom of Information Act, 5 U.S.C. Section 552 ("FOIA"), and the OCC's implementing regulations for the exhibits contained in the separately bound Confidential Exhibits Volume. The information contained the Confidential Exhibits Volume includes, among other things, information regarding pro forma financial information, due diligence findings and risk management strategies, the business strategies and plans of FNB, FNBPA, Yadkin and Yadkin Bank and information regarding other matters of a similar nature. Certain information in the Confidential Exhibits Volume also includes confidential supervisory information and credit information, the public disclosure of which would constitute a

clearly unwarranted invasion of personal privacy. None of the information in the Confidential Exhibits Volume is the type of information that would be made available to the public under any circumstances. All such information, if made public, could result in substantial and irreparable harm to, and provide a significant advantage to competitors of, FNB, FNBPA, Yadkin and Yadkin Bank. In addition, potential investors could be influenced or misled by such information, which is not reported in any documents filed or to be filed in accordance with the disclosure requirements of applicable securities laws, as a result of which FNB and Yadkin could be exposed to potential inadvertent violations of law or exposure to legal claims.

FNBPA's request for confidential treatment is set forth in more detail in the Application materials under the caption, "Request for Confidential Treatment."

Accordingly, the confidential treatment is respectfully requested with respect to the Confidential Exhibits Volume under 5 U.S.C. Section 552(b)(4), (b)(6) and (b)(8). Please contact me before any release of any of this information pursuant to a request under FOIA or a request or demand for disclosure by any governmental agency, congressional office or committee, court or grand jury. Such prior notice is necessary so that FNB, FNBPA, Yadkin and Yadkin Bank may take appropriate steps to protect such information from disclosure.

The information subject to the confidential treatment request is enclosed in a separate volume titled, "Confidential Exhibits." Accordingly, enclosed with this letter are one original and two copies of the interagency Bank Merger Act application ("BMA Application") requesting approval of the subject transaction. Please be advised that FNBPA has scheduled publication of the required notice concerning the subject transaction in *The Post-Gazette*, Pittsburgh, Pennsylvania, *The News & Observer*, Raleigh, North Carolina, and the *Statesville Record & Landmark*, Statesville, North Carolina, and such publications will appear three times, in accordance with the requirements for the BMA Application. The Notice will be published on September 15, September 22, and October 10, 2016. Upon receipt of affidavits of publication from all three newspapers, we will send the same to your office.

In order for us to have adequate time to plan for the merger and the conversion/integration attendant to the merger, we request that a final determination on this BMA Application by the Office of the Comptroller of the Currency be no later than December 1, 2016.

Please be advised that F.N.B. Corporation filed its FR Y-3 Application with Mr. Allen M. Brown, Banking Supervisor, of the Federal Reserve Bank of Cleveland. Mr. Brown's office contact information is as follows: allen.m.brown@cleve.frb.org 216-579-3091. Mr. Brown has advised that the FR Y-3 Application is considered a non-delegated application and, therefore, will be processed by the Federal Reserve Board.

Marva V. Cummings
September 15, 2016
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Should you have any questions regarding the subject Application or the contemplated merger transaction, please do not hesitate to contact me at your earliest convenience.

Very truly yours,

//s//

James G. Orié
Chief Legal Officer

JGO:ms
Enclosures

cc: (w/enclosures)

Allen Brown, Federal Reserve Board
John F. Vogel, Regional Director FDIC
Patrick D. Brennan, Director of Bank Supervision
North Carolina Office of the Commissioner of Banks

cc: (w/o enclosures)

Vincent J. Delie, Jr., President and CEO, F.N.B.
Scott M. Custer, President and CEO, Yadkin
Gary R. Walker, Esquire
Sven G. Mickisch, Esquire

PUBLIC FILE

INTERAGENCY BANK MERGER APPLICATION

submitted by

FIRST NATIONAL BANK OF PENNSYLVANIA

to the

OFFICE OF THE COMPTROLLER OF THE CURRENCY

with copies to:

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

and

FEDERAL DEPOSIT INSURANCE CORPORATION

and

NORTH CAROLINA COMMISSIONER OF BANKS

in connection with the July 20, 2016 Agreement and Plan of Merger

by and between:

F.N.B. Corporation

and

Yadkin Financial Corporation

and

the July 20, 2016, Agreement and Plan of Merger

by and between:

First National Bank of Pennsylvania

and

Yadkin Bank

September 16, 2016

INTERAGENCY BANK MERGER ACT APPLICATION

Check all that apply:

Type of Filing	Form of Transaction	Filed Pursuant To
<input type="checkbox"/> Affiliate/Corporate Reorganization	<input checked="" type="checkbox"/> Merger	<input checked="" type="checkbox"/> 12 U.S.C. 1828(c)
<input type="checkbox"/> Combination with Interim Depository Institution	<input type="checkbox"/> Consolidation	<input checked="" type="checkbox"/> 12 U.S.C. 215, 215a-c
<input checked="" type="checkbox"/> Nonaffiliate Combination	<input type="checkbox"/> Purchase and Assumption	<input type="checkbox"/> 12 U.S.C. 1815(a)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Branch Purchase and Assumption	<input checked="" type="checkbox"/> Other <u>1831u</u>
	<input type="checkbox"/> Other _____	

Applicant Depository Institution

<u>First National Bank of Pennsylvania</u>		<u>249</u>
Name		Charter/Docket Number
<u>Hermitage</u>	<u>PA</u>	<u>16148</u>
City	State	Zip Code

Target Institution

<u>Yadkin Bank</u>		<u>FDIC Cert. #19861 / RSSD-ID 282329</u>
Name		Charter/Docket Number
<u>325 East Front Street</u>		
Street		
<u>Statesville</u>	<u>NC</u>	<u>28677</u>
City	State	Zip Code

Resultant Institution (if different than Applicant)

<u>N/A</u>		
Name		Charter/Docket Number

Street		

City	State	Zip Code

Contact Person

<u>James G. Orie</u>	<u>Chief Legal Officer and Corporate Secretary/F.N.B. Corporation</u>	
Name	Title/Employer	
<u>Hermitage</u>	<u>PA</u>	<u>16148</u>
City	State	Zip Code
<u>(724) 983-3435</u>	<u>(724) 983-3349</u>	<u>Orie@fmb-corp.com</u>
Telephone Number	Fax Number	E-mail Address

CERTIFICATION

We hereby certify that our board of directors, by resolution, has authorized the filing of this application, and that to the best of our knowledge, it contains no misrepresentations or omissions of material facts. In addition, we agree to notify the agency if the facts described in the filing materially change prior to receiving a decision or prior to consummation. Any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject us to legal sanctions provided by 18 U.S.C. 1001 and 1007.

We acknowledge that approval of this application is in the discretion of the appropriate federal banking agency. Actions or communications, whether oral, written, or electronic, by an agency or its employees in connection with this filing, including approval of the application if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, other federal banking agencies, the United States, any other agency or entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of any federal banking agency to exercise its supervisory, regulatory, or examination powers under applicable law and regulations. We further acknowledge that the foregoing may not be waived or modified by any employee or agent of a federal banking agency or of the United States.

Signed this 15th day of September, 2016.

First National Bank of Pennsylvania
(Applicant)

by 
(Signature of Authorized Officer)¹

Vincent J. Delie, Jr.
(Typed Name)
President and CEO
(Title)

Yadkin Bank
(Target Institution)

by _____
(Signature of Authorized Officer)¹

Scott M. Custer
(Typed Name)
President and CEO
(Title)

¹In multiple-step combinations, applicants should ensure that authorized officers of the combining institutions sign.

CERTIFICATION

We hereby certify that our board of directors, by resolution, has authorized the filing of this application, and that to the best of our knowledge, it contains no misrepresentations or omissions of material facts. In addition, we agree to notify the agency if the facts described in the filing materially change prior to receiving a decision or prior to consummation. Any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject us to legal sanctions provided by 18 U.S.C. 1001 and 1007.

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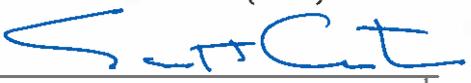
Signed this 15th day of September, 2016.

First National Bank of Pennsylvania
(Applicant)

by _____
(Signature of Authorized Officer)¹

Vincent J. Delie, Jr.
(Typed Name)
President and CEO
(Title)

Yadkin Bank
(Target Institution)

by 
(Signature of Authorized Officer)¹

Scott M. Custer
(Typed Name)
President and CEO
(Title)

¹In multiple-step combinations, applicants should ensure that authorized officers of the combining institutions sign.

INDEX OF EXHIBITS
TO FNB/YDKN OCC BANK MERGER ACT APPLICATION

- Exhibit A Agreement and Plan of Merger between F.N.B. Corporation and Yadkin Financial Corporation (“Merger Agreement”), dated July 20, 2016
- Exhibit B Agreement and Plan of Merger by and between FNB Bank and Yadkin Bank (“Bank Merger Agreement”), dated July 20, 2016
- Exhibit C FNB Bank’s branch locations in Pennsylvania, Maryland, Ohio and the West Virginia Northern Panhandle
- Exhibit D F.N.B.’s Corporate Organization Chart (identifies subsidiaries and affiliates)
- Exhibit E YDKN’s four trust subsidiaries and Yadkin Bank’s six non-bank subsidiaries
- Exhibit F Yadkin Bank branch locations
- Exhibit G Branch footprint of the Yadkin Bank and FNB Bank branch offices
- Exhibit H FNB Bank’s OCC CRA Performance Exam Evaluation
- Exhibit I Yadkin Bank’s FDIC CRA Performance Exam Evaluation
- Exhibit J Yadkin Bank’s CRA assessment area
- Exhibit K Excerpt of the North Carolina Interstate Bank Merger law
- Exhibit L Form newspaper notice regarding the Bank Merger

CONFIDENTIAL EXHIBITS CONTAINED IN SEPARATE BOUND VOLUME:

- Confidential Exhibit 1 Summary of the strategic, demographic, product/service and market opportunities presented by the Yadkin Bank acquisition
- Confidential Exhibit 2 Certified copies of Resolutions of Boards of Directors of FNB and FNB Bank authorizing the Merger and the Bank Merger
- Confidential Exhibit 3 Certified copies of Resolutions of Boards of Directors of YDKN and Yadkin Bank authorizing the Merger and the Bank Merger
- Confidential Exhibit 4 FNB and YDKN Pro Forma Balance Sheet
- Confidential Exhibit 5 FNB and YDKN Pro Forma Income Statement
- Confidential Exhibit 6 FNB and YDKN Pro Forma Risk-Based Capital
- Confidential Exhibit 7 Additional Information on Activities

INTERAGENCY BANK MERGER ACT APPLICATION

1. Describe the transaction's purpose, structure, significant terms and conditions and financing arrangements, including any plan to raise additional equity or incur debt. Also, provide the approximate approval date needed to consummate.

A. Overview of the Proposed Transaction

First National Bank of Pennsylvania ("FNB Bank" or "Applicant"), a national bank organized under the laws of the United States with its main office in Greenville, Pennsylvania (and with its principal executive offices located in Pittsburgh, Pennsylvania), plans to merge with Yadkin Bank ("Yadkin Bank" or "Target"), a state-chartered bank headquartered in Statesville, North Carolina, immediately following the merger of each bank's parent holding company on the same date ("Bank Merger"). Applicant plans to consummate the Bank Merger on January 3, 2017. In order for FNB Bank to plan and schedule the data systems conversion and to complete the proposed merger on the planned merger date, it requests that the Office of the Comptroller of the Currency ("OCC") approve the subject Bank Merger Act Application by November 30, 2016. Immediately prior to the Bank Merger, the Applicant's parent company, F.N.B. Corporation ("FNB"), a Pennsylvania corporation, registered as a financial holding company and a bank holding company under the Bank Holding Company Act of 1956, as amended ("BHCA"), proposes to merge with Yadkin Bank's parent company, Yadkin Financial Corporation ("YDKN"), a North Carolina corporation, registered as a bank holding company under the BHCA, Raleigh, North Carolina, pursuant to an Agreement and Plan of Merger by and between FNB and YDKN (the "Merger Agreement") dated as of July 20, 2016, a copy of which is included as **Exhibit A** to this Application. Pursuant to the Merger Agreement, YDKN will merge with and into FNB, with FNB being the surviving company (the "Merger").

Under the terms of the Merger Agreement, each outstanding YDKN common share, other than Treasury shares, will be exchanged for 2.16 shares (the "Exchange Ratio") of FNB common stock ("Stock Consideration"). YDKN shareholders will receive cash in lieu of fractional shares of FNB common stock.

Each option to purchase shares of YDKN common stock outstanding and unexercised immediately prior to the effective time of the Merger (the "Effective Time") will be converted automatically into an option to receive that number of shares of FNB common stock, rounded to the nearest whole share, equal to the product obtained by multiplying (a) the number of shares of YDKN common stock subject to the stock option immediately prior to the Effective Time and (b) the Exchange Ratio, with an exercise price per share (rounded up to the nearest whole cent) obtained by dividing (i) the per share exercise price under each YDKN option immediately prior to the Effective time by (ii) the Exchange Ratio.

The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and, therefore, there will be no gain or loss recognized by either of FNB or YDKN as a result of the Merger. Shareholders of YDKN receiving FNB shares in exchange for their YDKN shares in connection with the Merger are not expected to recognize any income or gain on the exchange, except to the extent such shareholders receive cash for fractional shares.

Pursuant to the Merger Agreement and the July 20, 2016 Agreement and Plan of Merger by and between FNB Bank and Yadkin Bank (the "Bank Merger Agreement"), the Bank Merger will occur immediately following the Merger. A copy of the Bank Merger Agreement is attached hereto as **Exhibit B**. At no time following the Merger will Yadkin Bank operate as a separate subsidiary of FNB.

FNB Bank plans to retain all Yadkin Bank branches for the foreseeable future following the Bank Merger. In the normal course of business, FNB Bank continues to evaluate whether there are market, customer advantages or conveniences to consolidating or relocating branch offices. Any such decision regarding branch consolidation or relocation would be made taking into account the safety and soundness of the Bank, the convenience and needs of the community, and compliance with applicable laws and regulations, including the 90-day customer and regulatory prior notice requirement of section 42 of the Federal Deposit Insurance Act.

The Merger Agreement contains (a) generally reciprocal and customary representations and warranties of YDKN and FNB relating to FNB's and YDKN's respective businesses, including, among others, with respect to corporate organization, capitalization, corporate authority, third party and governmental consents and approvals, financial statements, and compliance with applicable laws, (b) covenants of YDKN and FNB to conduct their respective business in the ordinary course until the Merger is completed, and (c) customary covenants of YDKN and FNB not to take certain actions during such period unless, in certain circumstances, with the prior consent of the other party (which consent shall not unreasonably be denied). These negative covenants are intended to protect FNB from out-of-the-ordinary course actions by YDKN that could either increase the cost of the transaction to FNB or adversely affect the value of the assets or franchise of YDKN. In addition, these negative covenants are designed to enable F.N.B. to monitor Yadkin Bank's operations and activities while the Merger is pending for purposes of risk management considerations. The Merger Agreement expressly prohibits either FNB or YDKN, directly or indirectly, from the right to control or direct the operations of the other party prior to the consummation of the Merger. The Merger Agreement provides that YDKN shall not make regular quarterly cash dividend payments at a rate in excess of \$0.10 per share of YDKN common stock. YDKN has also agreed not to (i) solicit proposals relating to alternative business combination transactions or (ii) subject to certain exceptions related to a superior proposal (as defined in the Merger Agreement), enter into discussions concerning, or provide confidential information in connection with, any proposals for alternative business combination transactions (See Article 5 and Article 6 of the Merger Agreement). FNB has agreed to appoint one (1) current member of the YDKN Board to the FNB Board as of the closing date of the Merger, and FNB committed to nominate (and include in its 2017 proxy statement a recommendation to FNB shareholders "For") such person for election at its next FNB Annual Meeting of Shareholders. The Merger Agreement provides that the YDKN designee appointed to the FNB Board will also be appointed to the FNB Bank Board. FNB's Nominating and Corporate Governance Committee, in consultation with the FNB CEO, shall consider the qualifications of each of the current YDKN directors who express an interest in serving on the FNB Board and FNB Bank Board and make a recommendation to the FNB and FNB Bank Boards regarding the subject director appointment. This Application will be supplemented with the identity of the Yadkin director who will be appointed to the FNB and FNB Bank Boards once the FNB and FNB Bank Boards formally take action to approve such person. Also, FNB has agreed to establish a "North Carolina Community Advisory Board" ("Advisory Board") by the Merger closing date and has committed to appoint six designees from the current YDKN Board to the Advisory Board.

Consummation of the Merger is subject to certain conditions, including, among others, (i) approval of the Merger by shareholders of YDKN and FNB, (ii) submission of governmental filings and receipt of required regulatory approvals and expiration of applicable waiting periods, (iii) accuracy of specified representations and warranties of, and performance of obligations by, the other party, (iv) effectiveness of the registration statement to be filed by FNB with the Securities and Exchange Commission to register shares of FNB common stock to be offered to YDKN shareholders, (v) receipt of tax opinions, and (vi) the absence of any injunctions or other legal restraints.

The Merger Agreement also contains certain termination rights for YDKN and FNB, as the case may be, applicable upon the occurrence or non-occurrence of certain events, including: final, non-appealable denial of required regulatory approvals or injunction prohibiting the transactions contemplated by the Merger Agreement; if, subject to certain conditions, the Merger has not been completed on or before May 31, 2017; a breach by the other party that is not or cannot be cured within 30 days if such breach would result in a failure of the conditions to closing set forth in the Merger Agreement; YDKN's shareholders failing to approve the transaction by the required vote; entry by the board of directors of YDKN into an alternative business combination transaction pursuant to a superior proposal, as defined in the Merger Agreement; by vote of a majority of the YDKN Board during the five (5) day period commencing on the Determination Date (as defined in the Merger Agreement) if the FNB Market Value (as defined in the Merger Agreement) is less than 80% of the Initial FNB Market Value (as defined in the Merger Agreement) and the number obtained by dividing the FNB Market Value by the Initial FNB Market Value shall be less than the quotient obtained by dividing the Final Index Price (as defined in the Merger Agreement) by the Initial Index Price, minus 0.20; the failure by the board of directors of YDKN to recommend the Merger to its shareholders; and FNB's shareholders failing to approve the issuance of FNB common stock pursuant to the Merger. If the Merger is not consummated under certain circumstances, YDKN has agreed to pay FNB a termination fee of approximately \$45 million. YDKN and FNB are obligated to pay the other party's "out-of-pocket" expenses, up to \$1.5 million, in the event they breach certain covenants contained in the Merger Agreement resulting in the termination of the Merger Agreement. The Merger Agreement provides that certain key YDKN executive and senior officers, along with each YDKN Board member, execute Voting Agreements (Exhibit A-1 to the Merger Agreement) whereby they are obligated to vote "for" the Merger. In addition, certain large YDKN stockholders, are also obligated to execute Voting Agreements.¹ All such Voting Agreements have been executed. The Merger is subject to approval by both the FNB and YDKN shareholders.

The Bank Merger Agreement is subject to the terms and conditions of the Merger Agreement and provides that on the effective date and time, immediately following consummation of the Merger, Yadkin Bank will merge with and into FNB Bank, pursuant to 12 U.S.C. 215a, with FNB Bank being the surviving bank resulting from the Bank Merger. The Bank Merger Agreement provides that FNB Bank will retain its current name and main office, and that FNB Bank's charter, articles and bylaws will remain in effect. In accordance with the Bank Merger Agreement, FNB Bank will have the same executive officers and directors who held such positions immediately prior to the Bank Merger, except that upon consummation of the Bank Merger, a YDKN director (who will also be the YDKN director mutually agreed upon by FNB and YDKN to join the FNB Board) will be appointed to the FNB Bank Board. The Bank Merger Agreement provides that consummation of the Bank Merger is conditioned on the approval of the respective Yadkin Bank and FNB Bank shareholders and receipt of the necessary state and federal bank regulatory approvals. The Bank Merger Agreement may be terminated upon the termination of the Merger Agreement or the mutual consent of FNB Bank and Yadkin Bank.

The summary information set forth in this Interagency Bank Merger Act Application (the "Application") is not intended to be complete, and is qualified in its entirety and in all respects by the information set forth in the Merger Agreement, the Bank Merger Agreement and the other Exhibits that are attachments hereto (each of which is incorporated herein by reference).

¹ Collectively, the YDKN Board members, key executive and senior management and large stockholders own approximately 12% of YDKN's total common shares outstanding. Representative examples of the voting agreements entered into by YDKN management and certain large shareholders are provided at Exhibit A (Exhibits A-1 and A-2, respectively).

B. Purpose

The proposed acquisition of Yadkin Bank is a unique opportunity for FNB to extend its market presence to the attractive banking market in North Carolina and is consistent with FNB's expansion strategy. Following the Bank Merger, FNB Bank will gain immediate scale within the North Carolina market given that FNB Bank will become the second largest regional bank and the seventh largest bank overall (based on June 30, 2015 SNL deposit data) operating in the state of North Carolina. FNB believes that its proven business model and strong sales management culture will present significant opportunities, especially in such attractive growth markets in which Yadkin Bank competes in the Raleigh, Durham, Wilmington, Cary, Greensboro, Winston-Salem and Charlotte, North Carolina market areas (the "North Carolina Markets"). For an overview of the North Carolina Markets and a summary of the strategic, demographic, product/service and market opportunities presented by the Yadkin Bank acquisition, please refer to **Confidential Exhibit 1** of this Application.

FNB expects the Merger to be accretive to its earnings per share in the first full year following the Merger, excluding one-time costs related to the Merger. In addition, as more fully discussed later in this Application, the Yadkin Bank customers will have access to more diverse products and services.

C. The Parties to the Merger

(i) FNB and FNB Bank

FNB has approximately \$22 billion in assets and is a diversified financial services holding company headquartered in Pittsburgh, Pennsylvania. FNB is registered as a bank holding company with the Board of Governors of the Federal Reserve System ("Federal Reserve Board") and is designated as a financial holding company under the BHCA. FNB provides a broad range of financial services to its customers through FNB Bank and its consumer finance company, insurance agency, leasing company and wealth management affiliates. FNB's principal subsidiary is FNB Bank. FNB Bank is an interstate bank with its main office in Greenville, Pennsylvania, and its principal executive office located in Pittsburgh, Pennsylvania. FNB Bank conducts business through a network of 330 full-service offices throughout the bank's market footprint in Pennsylvania, Ohio, Maryland and West Virginia. Attached hereto as **Exhibit C** is a list of FNB Bank's current branch locations in Pennsylvania, Ohio, Maryland and the West Virginia Northern Panhandle. FNB Bank currently does not have a physical branch presence in North Carolina or South Carolina.

FNB Bank engages in the business of commercial and retail banking and trust services. FNB Bank offers a full range of financial services to individuals, businesses and governmental bodies, including demand, savings and time deposits, safe deposit facilities, electronic banking services, money transfer services, secured and unsecured loans, and trust and fiduciary services and products. FNB Bank's lending services and products include consumer and mortgage loans, real estate loans, credit cards, debit cards, commercial and industrial loans, treasury management, home equity loans, lines of credit, asset based lending, capital markets transactions, loan syndications, commercial and consumer lease financing and international banking and trade services. FNB Bank's commercial customers are primarily small- and mid-size businesses principally located in the Pittsburgh, Erie, Johnstown, Lancaster, Harrisburg and State College, Pennsylvania, Baltimore and Annapolis, Maryland, West Virginia Northern Panhandle, and Cleveland, Boardman and Youngstown, Ohio market areas.

FNB Bank has a contractual arrangement with an affiliate, First National Investment Services Company ("FNIS"), to offer securities brokerage, annuity and investment advisory services through a third-party marketing arrangement that FNIS has with Cetera Financial Group (an unaffiliated registered broker-dealer company). FNB Bank also owns First National Trust Company ("FNTC"), which offers trust, fiduciary, investment and advisory services to its customers in Pennsylvania, Maryland, Ohio and West Virginia. FNTC is the sole owner of FNIS. Also, another wholly-owned subsidiary of FNTC, FNB Investment Advisors, Inc. ("FNBIA") is a registered investment adviser offering investment advisory services to both high net worth and institutional investors.

FNB directly or indirectly also owns the following active non-bank operating subsidiaries and affiliates:

- a. Regency Finance Company, a consumer finance company, operating approximately 77 consumer finance offices in Pennsylvania, Maryland, Kentucky and Tennessee ("Regency");
- b. First National Insurance Agency, LLC ("FNIA"), a Delaware limited liability company serving a customer base in Pennsylvania, Ohio and Maryland, offers general brokerage services for a suite of insurance products including Property & Casualty, Life & Health, and Personal Lines coverages. The agency is licensed to sell insurance in 42 states;
- c. Penn-Ohio Life Insurance Company, an Arizona corporation that underwrites, as a reinsurer, credit life and accident and health insurance sold by FNB's subsidiaries;
- d. Bank Capital Services, LLC, a Delaware limited liability company and a wholly-owned subsidiary of FNB Bank, that provides leasing and financing of commercial equipment ("Bank Capital");
- e. First National Corporation, a Pennsylvania corporation, is a wholly-owned subsidiary of FNB Bank and licensed under Pennsylvania law to offer title insurance and settlement services in connection with FNB Bank mortgage and commercial real estate loans; and
- f. FNB has approximately a 20% equity investment in FNB Capital Partners, L.P., a Delaware limited partnership ("FCP") which operates and manages an SBIC Investment Fund.

Attached hereto as **Exhibit D** is FNB's corporate organization chart which identifies FNB subsidiaries and affiliates that exist as of the date of this Application.

(ii) **YDKN and Yadkin Bank**

YDKN is a North Carolina corporation duly registered as a bank holding company under the BHCA. YDKN's primary asset is its ownership of Yadkin Bank and YDKN owns other subsidiaries which engage in permissible activities under the BHCA. YDKN is not principally engaged in any significant business activity or operations other than its ownership of Yadkin Bank. YDKN is regulated by the Federal Reserve Board. YDKN

common shares are traded on the NASDAQ Global Select Market under the ticker symbol "YDKN." Yadkin Bank is the only directly wholly owned subsidiary of YDKN. Pursuant to 12 U.S.C. § 1843(a)(2)(A), YDKN controls four (4) trusts identified in **Exhibit E** used to issue trust preferred securities.

CRESCENT FINANCIAL CAPITAL TRUST I ----- Delaware
AMERICAN COMMUNITY CAPITAL TRUST II, LTD. --- Connecticut
FNB FINANCIAL SERVICES CAPITAL TRUST I----- Delaware
YADKIN VALLEY STATUTORY TRUST I----- Delaware

Also, **Exhibit E** identifies the Yadkin Bank non-bank subsidiaries which are discussed more fully below.

Yadkin Bank is a state-chartered bank regulated by the Federal Deposit Insurance Corporation ("FDIC") and the North Carolina Office of the Commissioner of Banks. Yadkin Bank is headquartered in Statesville, North Carolina and has 95 branches in North Carolina and three branches in South Carolina (see **Exhibit F** for list of Yadkin Bank current branch locations). Yadkin Bank operates the following non-bank subsidiaries:

- a. Yadkin Wealth, Inc. – Yadkin Bank's wealth management group operations provides wealth, securities brokerage, investment advice and insurance services to Yadkin Bank customers. This activity is permissible for national banks pursuant to 12 CFR Section 5.34(e)(5)(v)(I), (N), (P) and (T).
- b. PBRE, Inc. – This subsidiary serves as the trustee with respect to deeds of trust for Yadkin Bank's real estate loans (North Carolina law provides that the home residence and property held as security for a home loan be held as deeds of trust instead as a mortgage). This activity is permissible for national banks pursuant to 12 CFR Section 5.34(e)(5)(v)(C).
- c. LSB Properties, Inc. – Yadkin Bank acquired this subsidiary in connection with its acquisition of Newbridge Bank. LSB Properties Inc., holds all of the former Newbridge Bank's foreclosed and OREO properties. Yadkin Bank has not placed any new properties into this company as of March 1, 2016. This activity is permissible for national banks pursuant to 12 CFR Section 5.34(e)(5)(v)(A). Also, the OCC has opined that national banks may deploy a subsidiary to acquire, manage and dispose of properties which constitute security for the bank's loans. See OCC Interpretive Letter 735, 1996 WL 470566.
- d. Henry Properties, LLC – is a wholly-owned subsidiary of LSB Properties, Inc., and it holds Yadkin Bank OREO properties. This activity is permissible for national banks pursuant to 12 CFR Section 5.34(e)(5)(v)(A). Also, the OCC has opined that national banks may deploy a subsidiary to acquire, manage and dispose of properties which constitute security for the bank's loans. See OCC Interpretive Letter 735, 1996 WL 470566.
- e. Green Street I-V, LLCs – This subsidiary formerly held Yadkin Bank's foreclosed and OREO properties. Green Street I, LLC holds no assets or

properties and is scheduled to be dissolved by Yadkin Bank prior to the Bank Merger. Also, the OCC has opined that national banks may deploy a subsidiary to acquire, manage and dispose of properties which constitute security for the bank's loans. See OCC Interpretive Letter 735, 1996 WL 470566.

- f. Yadkin Valley Condominium Association, Inc. – Yadkin Bank has an 89% ownership interest in this non-profit condominium association. The association was created to collect funds for shared expenses related to maintenance of a two-story building located at 197 Medical Park Road, Mooresville, NC 28117. The second floor of the building was subdivided into two units. Yadkin Bank has a fee simple interest in the first floor and one of the second floor units of this property. Yadkin Bank operates a branch office on the first floor and Yadkin Bank's second floor unit is used as office space for its accounting and finance departments. The other second floor unit is owned in fee simple by the accounting firm who has an 11% interest in the condominium association. Yadkin Bank's ownership of its portion of this property constitutes permissible bank premises under 12 CFR Section 5.34(e)(5)(v)(B).

Yadkin Bank is a full service commercial bank and offers a variety of traditional and customary bank products and services to both commercial and retail customers. Commercial services offered by Yadkin Bank include a variety of lending products including commercial real estate, SBA and builder financing, commercial business loans, cash management services and letters of credit. Commercial business loans, SBA loans and builder financing are typically made on a secured basis to corporations, partnerships and individual businesses. On the deposit side, commercial customers are offered cash management services including account analysis, remote deposit capture, merchant services and a wide array of deposit products. To a lesser extent, Yadkin Bank offers consumer loans to its retail customers, including home equity loans and lines of credit, and new and used car and boat loans. Yadkin Bank's retail banking services also include a variety of deposit products.

Yadkin Bank offers the following loan, deposit and other programs:

- a. Yadkin Bank currently has ATM services available at 92 of its 98 branch locations and seven standalone ATMs;
- b. 24-hour automated phone service available to all bank customers;
- c. Yadkin Bank provides internet banking where customers can view product information, account balances, transfer funds between accounts, make loan payments and pay bills through online banking bill-pay service;
- d. Yadkin Bank offers a full range of consumer and business deposit products including low-cost consumer and business checking, savings, money market and certificates of deposit accounts;
- e. Yadkin Bank offers a full range of consumer loan products (excluding residential mortgage loan products), term loans and lines of credit;

- f. Yadkin Bank offers a range of business and commercial loan products including commercial mortgage loans for a wide range of businesses within its market as well as lines of credit and asset-based loans.

(iii) **Financing Arrangements**

Neither FNB nor FNB Bank will incur any debt to finance the contemplated Merger or the Bank Merger.

2. **Provide a copy of:**

(a) **The executed Merger or Transaction Agreement, including any amendments,**

An executed copy of the Merger Agreement and Bank Merger Agreement are attached hereto as **Exhibit A and Exhibit B**, respectively.

(b) **Any Board of Director Resolutions related to the transaction, and**

The Applicant includes certified copies of the Resolutions of the Boards of Directors of FNB and FNB Bank respectively adopted authorizing the Merger and the Bank Merger as **Confidential Exhibit 2**, and certified copies of the Resolutions of the Boards of Directors of YDKN and Yadkin Bank respectively, authorizing the Merger and the Bank Merger as **Confidential Exhibit 3**.

(c) **Interim Charter, names of organizers, and related documents, if applicable.**

Not applicable

3. **Describe any issues regarding the permissibility of the proposal with regard to applicable state or federal laws or regulations (for example, non-bank activities, branching, qualified thrift lender's test).**

See Response to Item 9 herein discussing interstate merger considerations.

4. **Describe any nonconforming or impermissible assets or activities that Applicant or Resultant Institution may not be permitted to retain under relevant law or regulation, including the method of and anticipated time period for divestiture or disposal.**

The Bank Merger will not result in its acquisition of assets or activities of the Target Bank that the Applicant is not permitted to retain as a national bank under applicable federal statutes and regulations.

5. **Provide the indicated financial information and describe the assumptions used to prepare the projected statements including those about the effect of the merger transaction. Material changes between the date of the financial statements and the date of the application should be disclosed. If there are no material changes, a statement to that effect should be made.**

(a) **Pro Forma Balance Sheet, as of the end of the most recent quarter and for the first year of operation after the transaction. Indicate separately for the Applicant and Target Institution each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by footnotes) reflecting the proposed acquisition; and the resulting pro forma combined balance sheet. Goodwill and all other intangible assets should be listed**

separately on the balance sheet. Indicate the amortization period and method used for any intangible asset and the accretion period of any purchase discount on the balance sheet.

Pro Forma Balance Sheet information is contained in **separately bound Confidential Exhibit 4** to this Application.

- (b) Projected Combined Statement of Income for the first year of operation following consummation.**

Pro Forma Income Statement information is contained in **separately bound Confidential Exhibit 5** to this Application.

- (c) Pro Forma and Projected Regulatory Capital Schedule, as of the end of the most recent quarter and for the first year of operation, indicating:**

- **Each component item for Tier 1 (Core) and Tier 2 (Supplementary) Capital, Subtotal for Tier 1 and Tier 2 Capital (less any investment in unconsolidated or non-includable subsidiaries), Total Capital (include Tier 3 if applicable).**
- **Total risk-weighted assets.**
- **Capital Ratios: (1) Tier 1 Capital to total risk-weighted assets; (2) Total Capital to total risk-weighted assets; and (3) Tier 1 Capital to average total consolidated assets (leverage ratio).**

Pro Forma Risk-Based Capital information is contained in **separately bound Confidential Exhibit 6** to this Application.

There have been no material changes between the date of the foregoing financial statements and the date of this Application.

- 6. List the directors and senior executive officers of the Resultant Institution and provide the name, address, position with and shares held in the Resultant Institution or holding company and principal occupation (if a director).**

Except for the appointment of a member of the YDKN Board, who shall be disclosed in a supplemental filing to this Application, to the FNB Bank Board at the effective time of the Bank Merger, the Board of Directors and senior executive officers of FNB Bank, until such time as their successors have been duly elected and have qualified, shall consist of the Board of Directors and senior executive officers of FNB Bank serving on the effective date of the Bank Merger.

With regard to management resources, following consummation of the Bank Merger, the directors and senior executive officers of the Applicant will continue to serve in their respective capacities. These individuals are seasoned banking professionals who continue to be well-suited for the task of managing the combined organization in a safe and sound manner. In addition, FNB Bank management has a well-established record of successfully integrating banking

organizations into FNB Bank's data system, human resource systems, business operations and risk management systems.²

7. Describe how the proposal will meet the convenience and needs of the community. For the combining institutions, list any significant anticipated changes in services or products that will result from the consummation of the transaction. If any services or products will be discontinued, describe and explain the reasons.

The Bank Merger offers Yadkin Bank customers extensive branch, ATM, Internet and mobile banking capabilities to conduct their banking business, including branch offices and ATMs located throughout most of Pennsylvania and the West Virginia Northern Panhandle, along with the larger metropolitan markets in Maryland and Northeast Ohio. Yadkin Bank customers will have access to one-stop shopping for a broader array of products and services at each FNB Bank branch location, many of which are not presently offered by Yadkin Bank to its customers. Following the Bank Merger, Yadkin Bank personnel will receive the necessary training to offer these products and services, which include the following:

- a. Trust Services. Yadkin Bank does not offer trust services to its customers and only offers limited wealth management services to its clients. FNB Bank's affiliate, FNTC, offers a full range of wealth management and trust services and products to its customers in Pennsylvania, Ohio, Maryland and West Virginia. The Bank Merger provides Yadkin Bank's customers with access to sophisticated trust services and products that are not currently available to them and also offers them access to a broader range of wealth management products. Accordingly, FNTC will make available to Yadkin Bank's customers a more extensive range of trust services and products at competitive prices.
- b. Investment Products. FNB Bank has entered into a third-party networking arrangement with Cetera Financial Group, a registered securities brokerage company and investment advisor, which offers various investment management programs both for individuals and businesses, investment management accounts, and investment advisory services. Also, Yadkin Bank customers will have access to FNBIA, which is a registered investment adviser offering various investment advisory services for both individual and institutional investors. FNBIA maintains an internal investment management staff providing both individually managed accounts and mutual fund programs for investors possessing higher levels of financial sophistication and risk profiles.
- c. Insurance Products. FNB's Pennsylvania-licensed insurance agency, FNIA, will, subject to obtaining proper insurance agency licenses in North Carolina and South Carolina, make available to Yadkin Bank's customers a broad range of additional insurance products (including Property & Casualty, Life & Health, and Personal Lines coverages), including specialized insurance products that are not presently available to Yadkin Bank's customers.
- d. International Banking. Yadkin Bank does not possess the capability to facilitate and arrange for international banking transactions. FNB Bank offers a full range of

² FNB and FNB Bank have successfully completed seventeen (17) bank holding company and bank acquisitions (including accomplishing timely and appropriate business integrations and data systems conversions) since 2000, including seven (7) since 2010.

international banking and risk management services, including foreign exchange, trade finance, global trade and treasury solutions. As a delegated lender under Ex-Im Bank Working Capital Program, FNB Bank also offers working capital loans and lines of credit to qualified corporate clients. FNB Bank's international banking services are available to both corporate and retail customers in Pennsylvania, Ohio, Maryland and West Virginia. FNB Bank maintains "NOSTRO" accounts worldwide and facilitates transactions in a wide range of currencies. FNB Bank's FX-Online is the Bank's foreign exchange platform, which leverages pricing aggregation to offer real-time data to its clients. While also providing state-of-the-art security in its payment process, FNB Bank is a full member of the Society for Worldwide Interbank Financial Telecommunications (SWIFT) network.

- e. Retirement Plan and Trust Services. Yadkin Bank does not currently offer employee benefit services to its commercial and business customers and the proposed transaction will enable Yadkin Bank retail customers and small business customers to avail themselves of the employee benefit services offered by FNTC since FNTC offers a wide array of employee benefit services to plan sponsors seeking defined benefit, profit sharing, 401(k) and other types of defined contribution programs. Also, Yadkin Bank customers will have access to a full array of trust and wealth management services, through FNB Bank's affiliate FNTC, which are not offered by Yadkin Bank.
- f. Larger Lending Limits. The combined lending limit of FNB Bank and Yadkin Bank will substantially increase the amount available to any one borrower or related interests to obtain credit from FNB Bank. FNB Bank's lending limit enables it to establish credit relationships with larger businesses and commercial customers than Yadkin Bank is able to do within its market area and will result in a significant source of additional working capital for expansion of businesses in Yadkin Bank's and FNB Bank's market areas. Accordingly, FNB Bank's increased credit capability will likely serve to enhance competition in the markets in which Yadkin Bank currently operates.
- g. Lease Financing, Asset-Based Lending and Capital Markets. Yadkin Bank does not offer lease financing, including commercial, equipment or lease financing, or asset-based lending or capital markets transaction capability to its customers. FNB Bank, either directly, or through its wholly-owned leasing company subsidiary, Bank Capital Services, offers a full range of asset-based loan products, ability to engage in capital markets transactions and a broad array of commercial, equipment, and consumer lease financing products which provide businesses with the necessary flexibility to address financial and liquidity challenges.
- h. Private Banking. Yadkin Bank does not have a product/service set specifically designed to meet the banking needs of higher net worth customers. FNB Bank's Private Banking Division offers specially designed loan and deposit products, as well as other wealth management services, which are tailored to meet the banking needs of such customers.

- i. Expanded Services. Yadkin Bank's customers will receive improvements in the quantity, depth and scope of services currently available to them in the following ways:
- (1) ATMs. Yadkin Bank customers participate in the MasterCard, NYCE, MoneyPass, Cirrus and Allpoint ATM networks. FNB Bank participates in the VISA, Plus, Interlink and Allpoint ATM networks. Presently, Yadkin Bank customers have access to approximately 99 bank-owned (no-fee) ATM locations. Following the Bank Merger, Yadkin Bank customers will have access to an additional 452 bank-owned ATMs that cover a substantially broader geographic area than is currently available to Yadkin Bank customers. Yadkin Bank customers will have access to ATMs in FNB Bank's other markets in Pennsylvania; Northeast Ohio (including the Cleveland MSA); Baltimore, Maryland MSA; and the West Virginia Panhandle. Because FNB Bank also does not charge its customers for ATM transactions at FNB Bank-owned ATMs, Yadkin Bank customers will be able to take advantage of free ATM transactions situated across a broader geography than is currently available to the customers, including FNB Bank-owned ATMs across Pennsylvania; in the Northeastern Ohio market; in Baltimore and Annapolis, Maryland; and the West Virginia Northern Panhandle. In addition, few Yadkin ATMs support the ability to make a deposit of cash or checks into the ATM and other technologically advanced transaction capabilities. Practically all of the existing FNB branch ATM network (and all FNB Bank ATMs will have this capability) supports a deposit-taking functionality and FNB plans to add this feature to all Yadkin ATMs following the Bank Merger.
 - (2) Branch Banking Facilities. Following the Bank Merger, Yadkin Bank customers will have access to 428 full-service branch offices (compared to its current 98 branch location offices in the North Carolina Market and in South Carolina). FNB Bank's branch network includes a substantially broader geographic area which encompasses most areas of Pennsylvania and the West Virginia Northern Panhandle, almost all of Maryland and Northeastern Ohio, and includes such major metropolitan areas as Pittsburgh, Pennsylvania; Baltimore and Annapolis, Maryland; and Cleveland, Ohio. **Exhibit G** attached hereto shows the branch footprint of the combined Yadkin Bank and FNB Bank branch offices. Additionally, Yadkin Bank customers will have the capability of obtaining other financial services (which are not presently offered by Yadkin Bank) from FNB Bank's affiliates, including FNIA, FNIS, Regency, FNTC, FNBIA, and Bank Capital. (See full response to this Question 7 of this Application.)
 - (3) Corporate and Small Business Cash Management Services. FNB Bank offers a broad array of deposit and loan products, treasury management services designed specifically for small and medium-size businesses and capital markets. Additionally, FNB Bank offers various user-friendly on-line and mobile banking options designed to allow businesses to monitor their daily cash position, transfer funds, handle payroll and implement ACH debits and credits. Currently, Yadkin

Bank does not possess the capability to offer the same level of cash management services as are available from FNB Bank.

- (4) Electronic Banking, Digital Channels and Payments. FNB Bank offers a broad variety of Internet and mobile banking capabilities for all of its customers. FNB Bank provides customers with a convenient and secure way to open new accounts online. In addition, customers can utilize online and mobile banking to access their accounts 24 hours per day, 365 days a year. Once logged into online banking, customers have full access to their accounts and can view current balances, make payments and transfer funds. They can review transaction history as well as send secure messages to FNB. The online banking service also provides customers with a financial dashboard to maintain a budget and track expenses.

With FNB Direct, our mobile banking app, customers can set and receive account alerts (e.g., low balance alert to help customers avoid overdrawing their accounts), conduct remote transactions and deposit checks. They can also transfer funds to accounts owned and maintained at other financial institutions as well as transfer funds to friends and family with only an e-mail address or mobile telephone number. FNB's online and mobile banking services adhere to industry standard security practices for the protection of customer's financial information.

Although Yadkin Bank does offer a level of electronic, internet and mobile banking capability consistent with other community banks, the enhanced capability offered by FNB Bank is similar to the sophistication, security and convenience of the electron, internet and mobile banking capability of the largest banks in the United States.

- (5) Consumer/Small Business Banking Services.

In addition to acquiring a very robust group of expanded electronic banking services as outlined in Section (4) above, Yadkin customers will gain a much broader menu of consumer and small business banking products and services, such as:

- (a) an expanded selection of personal checking and savings account products that are designed to support different needs and lifestyles;
- (b) consumer loan solutions for almost any need, including automobiles, watercraft, recreational vehicle, and home improvements;
- (c) an expanded list of mortgage lending products that can respond to the needs of first-time homeowners, new residential construction, purchase of existing homes, or refinance of existing consumer mortgage loans;
- (d) consumer and business credit card services; and
- (e) small business owner products and services such as loans, business deposit products, treasury management services, merchant services, and employee bank at work services.

- j. The Applicant believes that the Bank Merger will be consistent with the convenience and needs of the communities to be served, as well as the public interest. The Applicant's management anticipates that the future prospects of Applicant and the communities it serves will be enhanced as a result of the Bank Merger. If the Bank Merger is approved, existing customers of the Applicant will have broadened access to branches and ATMs, and customers of the Target Institution will have access to all of the products and services that Applicant provides.

Offering affordable banking options for customers who have limited finances will continue to be a priority for the Applicant following the Bank Merger.

8. Discuss the programs, products, and activities of the Applicant or the Resultant Institution that will meet the existing or anticipated needs of its community(ies) under the applicable criteria of the Community Reinvestment Act (CRA) regulation, including the needs of low- and moderate-income geographies and individuals. For an Applicant or Target Institution that has received a CRA composite rating of “needs to improve” or “substantial noncompliance” institution-wide or, where applicable, in a state or a multi-state MSA, or has received an evaluation of less than satisfactory performance in an MSA or in the non-MSA portion of a state in which the applicant is expanding as a result of the combination, describe the specific actions, if any, that have been taken to address the deficiencies in the institution’s CRA performance record since the rating.

The Applicant takes its responsibilities under the CRA very seriously, as evidenced by the Applicant, since 1991, having received only “satisfactory” or “outstanding” CRA performance ratings. The performance evaluation relating to the most recent examination is provided in **Exhibit H**. The Applicant has an exemplary track record of meeting the needs of all communities in its footprint, including low- and moderate-income communities. Since its inception, Yadkin Bank has received a “satisfactory” CRA rating.

- Community Banking – Community development lending at the Applicant is focused on low- and moderate-income households and communities and includes a broad array of responsive and specialized products (see discussion below concerning FNB Bank products, services and locations which are responsive to the banking needs of low and moderate income communities).
- Community Investment – The Applicant invests in the communities it serves by investing in community development qualified projects, and purchasing low-income housing tax credits, as well as contributing to organizations that work to improve the lives of low- and moderate-income individuals. The Applicant continually reviews opportunities to deploy capital that can lead to successful economic development, job creation and affordable home ownership.
- Community Service – The Applicant provides numerous services to reach all of the communities it serves. Those services include its extensive branch network, affordable banking products and an array of bank-supported activities, including homeowner advocacy, mortgage counseling, nonprofit board membership, loan and investment committee membership and volunteerism by bank personnel in all offices throughout its footprint. The Applicant has a strong community involvement program which strongly encourages its employees to volunteer and otherwise be involved in local community groups, especially with respect to low-income and underserved communities.

The Target Institution received a “satisfactory” CRA performance rating in its most recent examination. The performance evaluation relating to this examination is provided in **Exhibit I**.

Upon consummation of the Bank Merger, FNB Bank’s CRA compliance program, policies and initiatives will be implemented at the Yadkin Bank branches and operations subject to the CRA. FNB Bank’s current CRA compliance program is designed to be scalable and will be expanded to include Yadkin Bank’s assessment areas. Because FNB Bank’s CRA assessment areas will be expanded to include the areas currently served by Yadkin Bank, FNB Bank’s CRA officer, along with other key FNB management and other related personnel will develop a proactive CRA

outreach plan which is expected to include meetings with community leaders and organizations within the Yadkin Bank markets for the purpose of assessing the credit, investment and banking needs of the Yadkin low- and moderate-income markets. FNB Bank's proactive pre-merger CRA assessment outreach initiative is designed to ensure that community banking, credit and investment needs are incorporated into FNB Bank's post-merger integration planning. FNB Bank maintains a substantial and continuing commitment to ascertaining the needs of the entire community included within its banking markets, including low- and moderate-income ("LMI") areas. FNB Bank develops and markets products and services that respond to the particular needs of the various communities within its banking markets, including LMI communities. FNB Bank has established a program of board and management involvement, policy supervision and systematic review, through the CRA Management committee, to assure FNB Bank continuously monitors its efforts to meet the credit and investment needs of LMI and the convenience and needs of its market areas in accordance with the standards and objectives of the CRA. At the most recent CRA evaluation conducted by the Office of the Comptroller of the Currency, FNB Bank received an overall CRA performance evaluation of "Satisfactory". Following the Bank Merger, FNB Bank will revise its CRA assessment areas to incorporate Yadkin Bank's current delineated CRA assessment area. Yadkin Bank's CRA assessment area is included in **Exhibit J** of this Application. Yadkin Bank has received an overall CRA rating of "Satisfactory" at the most recent CRA evaluation conducted by the Federal Deposit Insurance Corporation.

FNB Bank has been responsive to credit and investment needs in its CRA assessment areas. FNB Bank has extensive home mortgage and small business loan originations within its CRA assessment areas among individuals of both genders, all races, and various ethnic backgrounds, as well as individuals of different income levels and to businesses of different sizes. FNB Bank monitors and reviews its loan policies and practices for the purpose of measuring its compliance with, and performance under, applicable CRA responsibilities, and compliance with the fair lending laws and equal credit opportunity requirements. Additionally, a portion of FNB Bank's branch office locations are situated in communities designated as LMI.

FNB Bank offers the following loan and deposit programs and other initiatives which are tailored to the needs of LMI customers:

1. Systems for Delivering Retail Banking Services. With 330 overall branch locations, including situated throughout Pennsylvania, Maryland, Ohio and the West Virginia Northern Panhandle, FNB Bank's branch delivery system provides convenient access to customers residing within its market areas. Lobby hours vary in different market areas, but are consistent with normal banking hours in those particular market areas.
2. Alternate Systems for Delivering Retail Banking Services.
 - (a) ATMs: Yadkin Bank currently has ATM services available at 92 of its 98 branches and seven standalone ATMs located throughout its markets in North Carolina and South Carolina. Following the Bank Merger, FNB Bank will have 551 bank-owned ATMs available for access by its customers over a wider geographic area. FNB Bank does not charge its customers for transactions conducted at FNB Bank-owned ATMs. Customers receive an ATM card at no cost.

- (b) **Electronic Banking, Digital Channels and Payments:** FNB Bank offers a broad variety of Internet and mobile banking capabilities for all of its customers. FNB Bank provides customers with a convenient and secure way to open new accounts online. In addition, customers can utilize online and mobile banking to access to their accounts 24 hours per day, 365 days a year. Once logged into online banking, customers have full access to their accounts and can view current balances, make payments and transfer funds. They can review transaction history as well as send secure messages to FNB. The online banking service also provides customers with a financial dashboard to maintain a budget and track expenses.

With FNB Direct, our mobile banking app, customers can set and receive account alerts (e.g., low balance alert to help customers avoid overdrawing their accounts), conduct remote transactions and deposit checks. They can also transfer funds to accounts owned and maintained at other financial institutions as well as transfer funds to friends and family with only an e-mail address or mobile telephone number. FNB's online and mobile banking services adhere to industry standard security practices for the protection of customer's financial information.

- (c) **FNB Website:** FNB offers an array of online retail and commercial banking products and services. Customers can utilize an interactive tool to determine the best checking (including accounts that do not require a minimum balance) or savings account to fit their needs and to open and fund the account online. Customers can also apply for consumer loans or mortgage loans.
- (d) **Remote Capture:** FNB Bank offers business customers a Remote Capture product which enables FNB Bank customers to make electronic deposits from their offices, home computers and mobile devices.

3. Checking Accounts.

- (a) FNB Bank offers a low-cost personal checking account that is attractive to its LMI customers. The product offers bill payment, internet banking and unlimited ATM access at FNB Bank ATMs. Specifically, the account is titled Freestyle checking. There is no minimum balance requirement or monthly maintenance fee, electronic statements are free; however, a mailed paper statement with images is \$6.95 per month, and \$3.95 for only a monthly paper statement.
- (b) **Mystyle Checking.** Mystyle checking requires a \$500.00 minimum daily balance or a \$8.95 fee, additionally, the fee can be offset with a recurring monthly direct deposit or 10 debit card purchases or \$5,000.00 combined average daily balances in additional checking, savings or CD deposits with FNB Bank. This account offers the first order of checks at no cost, bill payment, internet banking and unlimited ATM access at FNB Bank ATMs.
- (c) **Lifestyle Checking.** This is a checking account that earns interest and offers the first order of checks at no cost to the customer. As the customer's account balance grows beyond the minimum \$2,500, the interest rate automatically increases.

Under FNB's Overdraft Services, the amount of overdraft coverage received will vary based on account history and activity. Customers will be automatically enrolled in our overdraft service to cover checks and ACH transactions. However, they must "opt in" for us to cover ATM and everyday debit card transactions.

4. Innovative Checking Products. FNB Bank offers innovative checking products designed to meet specific needs in our market areas:
 - (a) **WorkPlace First Banking** – A qualified WorkPlace First banking business can enhance its overall employee benefits program by offering a banking package to its employees at no cost to the business. Employees are eligible for a no monthly fee checking account as long as they make at least one branch, ATM or mobile deposit each month (defined as a statement period). Employees are also eligible for an exclusive package of discounted banking products and services.
 - (b) **Student Banking** – FNB Bank has a specially tailored account for students. The Student Checking Account is a non-interest bearing checking account designed for students 16 and older. The account has no minimum balance requirement or monthly maintenance fee, convenient 24-hour account interaction with mobile banking, bill pay with person to person payments, and online banking at no cost. The Student Checking Account is part of the Student Banking package that includes a Smart Option Student Loan® through Sallie Mae and a Savers Goal CD tie-in.
5. Low Cost Savings Accounts. FNB Bank also offers special savings products that are accessible to its LMI customers.
 - (a) **FirstRate Savings** – minimum average daily balance to avoid a fee is \$300.
 - (b) **SaversGoal** – 12-month Certificate of Deposit that is opened with a \$100 minimum and requires a minimum monthly transfer of \$25 from an FNB Bank checking or savings account.
 - (c) **Specialized Accounts** – various accounts tailored to specific benefits including money market, health savings, IRA Certificates and other innovative deposit accounts.
6. Affordable Housing Loans.
 - (a) Family Home Ownership Program. This program is designed to provide LMI residents of communities in FNB Bank's market area with the opportunity to finance and own affordable housing. Under this program, home buyers are offered flexible down-payment options and attractive payment plans.
 - (b) Family Home Improvement/Rehabilitation Program. This program enables LMI home owners and home buyers in our market areas the opportunity to finance and upgrade to affordable and adequate housing.

7. Home Equity. FNB Bank offers affordable terms on home equity lines of credit and loans as well as home improvement loans.
8. Business Products. FNB Bank has multiple business products that are attractive to either small businesses or businesses located within LMI census tracts.

Additionally, FNB Bank offers the following cost-effective products for small business and non-profit organizations.

- (a) **Compak Business Checking** - available to small-to-medium size organizations.
- (b) **Business First Rate Money Market Account** – tiered interest rate and maintenance fee waived if minimum balance requirements are met.
- (c) **Small Business Administration (“SBA”)** – FNB Bank has been granted “Preferred Lender” status which allows it to make SBA-guaranteed loans to qualified small businesses without prior SBA approval. FNB is also eligible to participate in the Small Business Administration Express Loans program. This loan program is offered in collaboration with the National Reinvestment Coalition and is available only to select lenders who have demonstrated a commitment to serving LMI areas. This loan program includes management assistance designed to increase an applicant’s chances of success of fully receiving a loan.
- (d) **First Desktop Banker** – This device allows business customers the convenience to deposit checks directly into their bank account from the customer’s workplace thereby eliminating the need for visits to the local branch office.
- (e) **ExecuBanc** – An innovative account which offers effective funds management and secure online access.
- (f) **Business Analysis Checking** – Provides checking activity analysis and earnings credit for investment balances carried within the account and is specifically designed for larger businesses and organizations which have a large volume of transactions.
- (g) **Business Interest Checking** – Pays interest on account balances for qualifying sole proprietors, non-profit organizations and entities entrusted with public funds.
- (h) **Non-Profit Checking** – Both interest bearing and non-interest bearing checking accounts for non-profit organizations. FNB Bank only requires a minimum \$100 balance and a \$5.00 monthly fee for this type of checking account. The fee is waived if the organization provides a tax-exempt TIN.
- (i) **Small Business Checking** – This account is available for small size organizations that have relatively low account activity. There is no minimum balance or monthly account maintenance fee, however, a per-item fee is applicable on each item in excess of 150 per month.

(j) **Preferred Interest Checking** - This account is an interest bearing checking account that is available to political subdivisions and government entities as an investment vehicle. The account allows ready access and earns a competitive interest rate, which is indexed to the Pennsylvania Local Government Investment Trust (PLGIT). This account is designed to be an investment account, not a general operating account.

9. **Delinquent Home Mortgage Loans.** FNB Bank has a mortgage assistance program especially designed for the current economic circumstances. FNB Bank offers assistance to home mortgage customers who are dealing with short-term financial difficulties, and offers an “extension” whereby the distressed borrower may keep his or her mortgage current and additional fees do not accrue. In addition, FNB Bank offers a mortgage modification for customers having difficulties with their home mortgage payments due to a significant decline in household income. Also, FNB Bank offers a mortgage modification program to financially distressed mortgage customers

9. **The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 imposes additional considerations for certain interstate mergers between insured banks. Savings associations are not subject to 12 U.S.C. 1831u. If subject to these provisions, discuss authority; compliance with state age limits and host state(s) filing requirements; and applicability of nationwide and statewide concentration limits. In addition, discuss any other restrictions that the states seek to apply (including state antitrust restrictions).**

(A) **Riegle-Neal Act Requirements.**

The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994, 12 U.S.C. § 1831u, (“Riegle-Neal Act”) authorizes mergers between insured banks of different home states, subject to certain requirements.³ The home state of the Applicant is Pennsylvania, and the home state of the Target is North Carolina. As discussed below, the Bank Merger meets the applicable requirements of the Riegle-Neal Act.

(B) **Riegle-Neal Analysis**

An acquiring bank in an interstate merger transaction must comply, subject to 12 U.S.C. § 1831u(b)(1), with the filing requirements of any state that will become a host state as a result of the transaction. Yadkin Bank has branches in the states of North Carolina and South Carolina. The states that will become host states as a result of the Bank Merger are North Carolina and South Carolina. If required, the Applicant will provide notice and a copy of this Application to the appropriate banking agencies of these states pursuant to 12 U.S.C. § 1831u(b)(1)(A)(ii).

The Applicant, as the surviving bank in the Bank Merger, does not exceed the applicable national and state deposit concentration limits.

The proposed Bank Merger will comply with applicable state age limits, as the Target Institution has been in existence since 2006.

³ See also 12 U.S.C. § 215a-1.

The Bank Merger also does not raise issues with respect to the special community reinvestment compliance provisions of the Riegle-Neal Act. Pursuant to 12 U.S.C. § 1831U(b)(3), in determining whether to approve an application for an interstate merger transaction, the OCC must (i) comply with its responsibilities under Section 804 of the CRA, (ii) take into account the CRA evaluations of any bank that would be an affiliate of the resulting bank and (iii) take into account the applicant bank's record of compliance with applicable state community reinvestment laws. Since 1991, FNB Bank has received only "satisfactory" or "outstanding" CRA ratings. Since its inception, Yadkin Bank has received a "satisfactory" CRA rating.

Pursuant to 12 U.S.C. § 1831u(b)(4)(A), each bank involved in the Bank Merger must be "adequately capitalized" as of the date the Application is filed. The term "adequately capitalized" is defined by reference to 12 U.S.C. § 1831o, the prompt corrective action statute. A bank is "adequately capitalized" if it has a total risk-based capital ratio of 8.0% or greater, a Tier 1 risk-based capital ratio of 6.0% or greater, a common equity Tier 1 risk-based capital ratio of 4.5% or greater and a leverage ratio of 4.0% or greater. The regulation provides that a bank is deemed to be notified of its capital category as of the most recent date of its Consolidated Report of Condition and Income ("Call Report"), report of examination or in a written notice of its capital category from the OCC. The Applicant and the Target Institution both satisfy the "adequately capitalized" requirement, as demonstrated in their Call Reports for the period ended June 30, 2016 (Also, see **Confidential Exhibit 6**).

Upon consummation of the Bank Merger, Applicant will be "well capitalized and well managed" as required by 12 U.S.C. § 1831u(b)(4)(B). As evidenced in the current and pro forma risk-adjusted regulatory capital information provided with this Application, FNB Bank is and will continue to be "well capitalized" (see **Confidential Exhibit 6**). In addition, the Applicant believes that it has a strong management team, the quality and competence of which is reflected in its strong capital ratios and overall revenue-generating capability and financial condition.

Applicable North Carolina law does not impose any restriction on interstate mergers between North Carolina domiciled financial institutions and out-of-state banks. Additionally, the Dodd-Frank Act legislation authorizes North Carolina banks to establish interstate branches without restrictions. Specifically, Section 53-224.19 of the North Carolina Interstate Bank Mergers statute specifically provides that a North Carolina bank "may enter into an interstate merger transaction with one or more out-of-state banks..., and an out-of-state bank resulting from such an interstate merger transaction may maintain and operate the branches in North Carolina of a merged North Carolina bank," subject to satisfaction of the North Carolina requirements. **Exhibit K** attached hereto contains an excerpt of the applicable North Carolina Interstate Bank Merger law and the applicable North Carolina notice and filing requirements.

With respect to the acquisition of the Yadkin Bank South Carolina branches, the Bank Merger is permissible under the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 because the Merger meets the applicable requirements under South Carolina, North Carolina, Pennsylvania and federal law.

State Filing Requirements. Section 53C-7-201 of the North Carolina General Statutes provides that a bank may combine with one or more depository institutions upon prior written approval of the North Carolina Commissioner of Banks. FNB and FNB Bank are filing a copy of this application with the North Carolina Commissioner of Banks.

10. List all offices that (a) will be established or retained as branches, including the main office, of the Target Institution; (b) are approved, but unopened branch(es) of the Target Institution, including the date the current federal and state agencies granted approval(s), and (c) are existing branches that will be closed as a result of the proposal to the extent the information is available and indicate the effect on the branch customers served. For each branch, list the popular name, street address, city, county, state and zip code.

(a) Yadkin Bank branches that will be retained by FNB Bank following the Bank Merger.

FNB Bank plans to retain all Yadkin Bank branches for the foreseeable future following the Bank Merger. In the normal course of business, FNB Bank continues to evaluate whether there are market, customer advantages or conveniences to consolidating or relocating branch offices. Any such decision regarding branch consolidation or relocation would be made taking into account the safety and soundness of the Bank, the convenience and needs of the community, and compliance with applicable laws and regulations, including the 90-day customer and regulatory prior notice requirement of section 42 of the Federal Deposit Insurance Act. See Exhibit F for list of Yadkin Bank existing branch offices by popular names and address, which FNB Bank will retain following the Bank Merger.

(b) There are no approved but unopened Yadkin Bank branches as of the date of this Application.

(c) FNB Bank plans to retain all Yadkin Bank branches for the foreseeable future following the Bank Merger. In the normal course of business, FNB Bank continues to evaluate whether there are market, customer advantages or conveniences to consolidating or relocating branch offices. Any such decision regarding branch consolidation or relocation would be made taking into account the safety and soundness of the Bank, the convenience and needs of the community, and compliance with applicable laws and regulations, including the 90-day customer and regulatory prior notice requirement of section 42 of the Federal Deposit Insurance Act.

11. As a result of this transaction, if the Applicant will be or will become affiliated with a company engaged in insurance activities that is subject to supervision by a state insurance regulator, provide: Not Applicable

- a. The name of company.
- b. A description of the insurance activity that the company is engaged in and has plans to conduct.
- c. A list of each state and the lines of business in that state in which the company holds, or will hold, an insurance license. Indicate the state where the company holds a resident license or charter, as applicable.

12. Discuss the effects of the proposed transaction on existing competition in the relevant geographic market(s) where Applicant and Target Institution operate. Applicant should contact the appropriate regulatory agency for specific instructions to complete the competitive analysis.

Because FNB Bank and Yadkin Bank do not compete in any overlapping Bank Markets as defined by the Federal Reserve Bank of Richmond, the Federal Reserve Bank of Cleveland and the Federal Reserve Bank of Philadelphia, the Bank Merger will not reduce the number of institutions operating in any Bank Market and will have no effect on existing competition in the relevant Bank Markets. There will be no change to the Herfindahl Hirschmann Index, which is used by the federal banking regulators to measure market concentration, in any relevant Bank Market as a result of the Bank Merger.

13. If the proposed transaction involves a branch sale or any other divestiture of all or any portion of the bank, savings association or nonblank company (in the case of a merger under 12 U.S.C. 1828(c)(1)) to mitigate competitive effects, discuss the timing, purchaser, and other specific information.

None

14. Describe any management interlocking relationships (12 U.S.C. 3201-3208) that currently exist or would exist following consummation. Include a discussion of the permissibility of the interlock with regard to relevant laws and regulations.

None

15. Effect of Transition on Financial Stability.

Section 18(c) of the Bank Merger Act, as amended by Section 604(f) of the Dodd-Frank Act, requires the federal banking agencies to take into consideration “the risk to the stability of the United States banking or financial system” in their review of transactions pursuant to the Bank Merger Act. Although the OCC has not yet issued or proposed regulations further defining how it would take financial stability considerations into account in reviewing an acquisition pursuant to the Bank Merger Act, its recent approval decisions under the Bank Merger Act have delineated six factors through which the OCC evaluates financial stability considerations: (i) whether the transaction would result in a material increase in risks to financial stability due to an increase in size of the combining firms; (ii) whether the transaction would result in a reduction in the availability of substitute providers for the services offered by the combining firms; (iii) whether the transaction would materially increase the extent of the interconnectedness of the financial system; (iv) whether the transaction would materially increase the extent to which the combining firms contribute to the complexity of the financial system; (v) whether the transaction would materially increase the extent of cross-border activities of the combining firms; and (vi) the relative degree of difficulty of resolving the combined firm. In its review of the Federal Reserve Application, the Federal Reserve must also consider the risk to the stability of the U.S. banking or financial system.

Although the OCC is required to evaluate financial stability considerations in its review of this Application, FNB Bank and Yadkin Bank will be affiliated at the time of the Bank Merger. This affiliation precludes any actual impact on the risk to the stability of the U.S. banking or financial

system.⁴ Even disregarding such affiliation, analysis of the factors set forth below further demonstrates that the Bank Merger will have no impact on the risk to the stability of the U.S. banking or financial system.

A. Size

As of June 30, 2016, FNB Bank's parent company is the 75th largest bank holding company by deposits, accounting for less than 1% of total domestic deposits of all insured banks and thrifts in the United States ("nationwide deposits"). FNB's total assets as of June 30, 2016, accounted for 0.096% of the total assets of the U.S. financial system.⁵ YDKN ranks as the 168th largest bank holding company by deposits as of June 30, 2016, accounting for less than 1% of total nationwide deposits. Yadkin Bank's total assets as of June 30, 2016 accounted for 0.034% of the total assets of the U.S. financial system. The pro forma total assets of FNB, assuming the merger is completed, "consummation of the Merger," will amount to approximately \$29 billion based on June 30, 2016 financial information, excluding purchase accounting adjustments, which is approximately 0.132% of the total assets of the U.S. financial system. On a pro forma basis, FNB would only hold approximately 0.137% of total liabilities on a national basis, based on June 30, 2016 financial information. The combined organization would be the 52nd-largest bank holding company based on deposits, based on June 30, 2016 financial information and the 58th-largest of all U.S. regulated depositories by assets.

Based on the size of Applicant's (including its parent holding company) assets and liabilities following the Bank Merger, it is improbable that Applicant could pose any threat to U.S. banking or financial stability.

B. Substitutability

Neither FNB Bank nor Yadkin Bank engages in any activities that are critical to the functioning of the U.S. financial system or provides services that are available from only a small number of providers. Indeed, to the contrary, both organizations primarily offer traditional banking products and services for which there are numerous providers in their markets for each of their products and services that could continue to provide such products and services should the combined organization be unable to do so as a result of severe financial distress.

Both FNB Bank and Yadkin Bank provide products and services that are generally considered to be unconcentrated. FNB Bank provides a wide range of retail and commercial banking, commercial leasing, investment management, consumer finance, commercial mortgage servicing and special servicing, and investment banking products and services to individual, corporate and institutional clients. Yadkin Bank provides residential and commercial real estate loans, commercial business loans, consumer loans, builder finance loans, SBA loans, wealth management products, as well as retail and

⁴ The OCC has previously stated that the "merger of two affiliated institutions ordinarily would not have a material impact on the overall company's risk to the financial stability of the United States banking or financial system." See OCC CRA Decision No. 153, Decision on the Application to Merger ING Bank, fsb, Wilmington, Delaware, into Capital One, National Association, McLean, Virginia (Oct. 17, 2012).

⁵ Based on June 30, 2016 data per SNL Financial, total assets of U.S. regulated depository institutions are \$22,049 billion.

commercial deposit products. These activities of both banks take place in a highly competitive environment with many banks and other financial institutions providing the same services both in local and regional markets and on a national basis. Moreover, neither FNB Bank nor Yadkin Bank have a significant presence in any “critical financial markets.” Accordingly, following the consummation of the Bank Merger, FNB Bank’s market share of any activity would not be substantial enough to cause significant disruption in the activity if FNB Bank were to experience distress, due to the availability of substitute providers that could assume FNB Bank’s business.

C. Interconnectedness

The proposed Bank Merger would not materially increase the interconnectedness of the U.S. banking or financial system. FNB Bank does not currently, and would not as a result of the Bank Merger, engage in business activities or participate in markets to a degree that would pose significant risk to other institutions in the event of financial distress of the combined entity. Neither FNB Bank nor Yadkin Bank are core clearing and settlement organizations, or large payment systems operations, and do not have a significant presence in any “critical financial services market.” Moreover, the parties together following the Bank Merger would not constitute a critical services provider or be so interconnected with other firms or markets that the merged entity would pose a significant risk to the financial system in the event of financial distress. Furthermore, the parties’ minimal use of derivatives would not pose a material financial stability risk.

D. Complexity

The low level of complexity of the combined entity’s operations would not hinder its timely and efficient resolution in the event it was to experience financial distress. Neither FNB Bank nor Yadkin Bank engages in complex activities, such as being a core clearing and settlement organization for critical financial markets, which might complicate the resolution process by increasing the complexity, costs or timeframes involved in a resolution. To the contrary, both banks maintain relatively simple business models that, as noted above, are focused primarily on retail and commercial lending, leasing and deposit products. Thus, the combined organization will not contribute to the overall complexity of the U.S. financial system.

E. Cross-Border Activity

Yadkin Bank has no locations or material operations outside the United States and does not otherwise engage in any significant cross-border activities. FNB Bank currently engages in very limited cross-border activities and does not expect to expand its cross-border activities as a result of the Bank Merger (see response to Item 7 of Application relative to FNB Bank’s international banking services).

F. Resolution

Although the Merger will result in a larger and more diversified combined bank, the relative simplicity of the combined bank’s activities and operations indicates that, if necessary, resolution of the combined bank’s financial affairs would not involve a level of cost, time or difficulty such that it would cause a significant increase in risk to the U.S.

banking or financial system. Applicant respectfully submits that its business lines, product scope and geographic scope of operations would be simpler than those of the banks for which the OCC has previously approved mergers.

G. Additional Information on Activities

See **Confidential Exhibit 7.**

Accordingly, the proposed merger transaction will not change the risk to the stability of the U.S. financial or banking system or to the U.S. economy. Any such impact related to the merger transaction is anticipated to be inconsequential. Based on the applicable financial stability considerations described above, we believe the OCC may reasonably conclude that the consideration under these factors are consistent with approval.⁶

⁶ We note that in approving BB&T Corp.'s recent acquisitions of Susquehanna Bank and National Penn Bancshares, Inc., transactions involving a significantly larger acquiror than FNB, regulators did not raise any questions about the effect of the transactions on the stability of the United States banking or financial system.

**COMPTROLLER OF THE CURRENCY
SUPPLEMENT TO INTERAGENCY BANK MERGER ACT APPLICATION**

All OCC Applicants should provide the following supplemental information with their application:

16. If any of the combining institutions have entered into commitments with community organizations, civic associations, or similar entities concerning providing banking services to the community, describe the commitment.

None

17. If the Resultant Institution will not assume the obligations entered into by the Target Institution, explain the reasons and describe the impact on the communities to be affected.

Not Applicable.

18. If acquiring a non-national bank subsidiary, provide the information and analysis of the subsidiary's activities that would be required if it were established pursuant to 12 C.F.R. 5.34 or 5.39.

There are no Yadkin Bank non-bank subsidiaries which engage in activities not permissible for national banks. See discussion under Part 1.C.(ii) of this Application which discusses the authority of the Yadkin Bank subsidiaries, under 12 CFR Part 5, to engage in these activities.

19. If applicable, provide the information to satisfy the requirements of 12 C.F.R. 163.22(d)(1)(vi).

Not Applicable (FNB Bank will be the resulting bank from the Bank Merger).

20. **Anti-Money Laundering Record.**

Both the Applicant and the Target have received satisfactory reviews of their respective anti-money laundering programs and each has in place comprehensive anti-money laundering and sanctions programs that are reasonably designed to ensure compliance with the Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and all applicable regulations and regulatory guidance, as well as compliance with requirements administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury. In addition, each bank has appropriate systems, software, processes and procedures along with dedicated personnel who are responsible for administering such programs.

21. **Required Notices.**

The form of newspaper notice with regard to the Bank Merger is provided in Exhibit L. We have arranged for publication to be made three times in *The Pittsburgh Post-Gazette*, a newspaper of general circulation in Pittsburgh, Pennsylvania, which is the location of the main office of the Applicant, the *Statesville Record & Landmark*, a newspaper of in circulation in Statesville, North Carolina, which is the location of the main office of the Target, and *The News & Observer*, a newspaper of general circulation in Raleigh, North Carolina, which is in the Yadkin Bank market area. Affidavits of publication will be submitted to OCC staff as soon as they are received.

22. CONCLUSION.

The Bank Merger merits approval under the relevant statutory criteria. As set forth in this Application, the Applicant will have substantial financial resources to operate safely and soundly following the Bank Merger. Moreover, the Applicant's directors and senior executive officers, who currently hold and will continue to hold their positions following consummation of the Bank Merger, have the competence, experience and integrity to manage the Applicant in a safe and sound manner following the Bank Merger. The Bank Merger will bring substantial benefits to the customers and communities served by FNB Bank and Yadkin Bank and each bank's respective CRA records support approval. The Bank Merger also does not raise any competitive concerns and is consistent with approval under the Riegle-Neal Act. Furthermore, the Bank Merger does not present a risk to the stability of the U.S. banking or financial system. The Applicant and the Target Institution also have satisfactory anti-money laundering records.

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

between

F.N.B. CORPORATION

and

YADKIN FINANCIAL CORPORATION

Dated as of July 20, 2016

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 20, 2016 (this “Agreement”), between F.N.B. CORPORATION, a Florida corporation (“FNB”), and YADKIN FINANCIAL CORPORATION, a North Carolina corporation (“YDKN”).

W I T N E S S E T H:

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

WHEREAS, as a material inducement to FNB to enter into this Agreement, each of the Persons set forth on Schedule I attached hereto have entered into a voting agreement with FNB dated as of the date hereof, substantially in the forms attached hereto as Exhibit A-1 and Exhibit A-2, pursuant to which each such Person has agreed, among other things, to vote all shares of YDKN Common Stock (as defined herein) owned by such Person in favor of the approval of this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, for U.S. federal income tax purposes, it is intended that (i) the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations of the U.S. Department of the Treasury promulgated thereunder (as such regulations may be amended from time to time, including corresponding provisions of successor rules and regulations thereto, the “Treasury Regulations”), (ii) FNB and YDKN each be a party to the reorganization within the meaning of Section 368(b) of the Code (clauses (i) and (ii), the “Intended Tax Treatment”), and (iii) this Agreement be and is adopted as a plan of reorganization for purposes of Sections 354 and 361 of the Code and within the meaning of Treas. Reg. § 1.368-2(g); and

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

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1

THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the bank and bank holding company laws of North Carolina (N.C.G.S. § 53C-7-201 et seq. and N.C.G.S. §53C-10-201 et seq.) and the North Carolina Business Corporation Act (the “NCBCA”) and the Florida Business Corporation Act (the “FBCA”), at the Effective Time, YDKN shall merge with and into FNB. FNB shall be the surviving company in the Merger, and shall continue its corporate existence under the laws of the State of Florida. As of the Effective Time, the separate corporate existence of YDKN shall cease.

1.2 Effective Time. The Merger shall become effective as set forth in the articles of merger that shall be filed with the Secretary of State of the State of North Carolina (the “North Carolina Articles of Merger”) and the articles of merger that shall be filed with the Secretary of State of the State of Florida (the “Florida Articles of Merger”), respectively, on or before the Closing Date. The term “Effective Time” shall mean the date and time when the Merger becomes effective as set forth in the North Carolina Articles of Merger and the Florida Articles of Merger.

1.3 Effects of the Merger.

(a) Effects Under NCBCA and FBCA. At and after the Effective Time, the Merger shall have the effects set forth in the applicable provisions of (i) the NCBCA and the bank and bank holding company laws of North Carolina, and (ii) the FBCA.

(b) Directors and Executive Officers of the Surviving Company. The directors of the Surviving Company at and immediately after the Effective Time shall be (i) the directors of FNB immediately prior to the Merger, and (ii) one (1) current member of YDKN’s Board of Directors designated by FNB in consultation with YDKN (the “YDKN Designee”). The YDKN Designee will have a term expiring at the first annual meeting of FNB shareholders following the Effective Time. The executive officers of the Surviving Company at and immediately after the Effective Time shall be the executive officers of FNB immediately prior to the Merger.

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

(a) Subject to the provisions of this Agreement, each share of Voting Common Stock, par value \$1.00 per share, of YDKN (the “YDKN Voting Common Stock”) issued and outstanding immediately prior to the Effective Time, other than Treasury Shares, shall, by virtue of the Merger, no longer be outstanding and shall as of the Effective Time automatically be converted into and shall thereafter represent the right to receive as consideration in the Merger, 2.16 shares (the “Exchange Ratio”) of common stock, \$0.01 par value, of FNB (“FNB Common Stock”) (the “Merger Consideration”).

(b) Subject to the provisions of this Agreement, each share of Non-Voting Common Stock, par value \$1.00 per share, of YDKN (the “YDKN Non-Voting Common Stock” and, together with the Yadkin Voting Common Stock, the “YDKN Common Stock”) issued and outstanding immediately prior to the Effective Time, other than Treasury Shares, shall, by virtue of the Merger, no longer be outstanding and shall as of the Effective Time automatically be converted into and shall thereafter represent the right to receive, at the election of the holders of Yadkin Non-Voting Common Stock, either (i) the Merger Consideration or (ii) an amount in cash (the “Cash Election”), rounded up to the nearest \$0.01, equal to the Average Closing Price multiplied by the Exchange Ratio (the “Cash Consideration”).

(c) At and after the Effective Time, each Treasury Share shall be cancelled and retired and no shares of FNB Common Stock or other consideration shall be issued in exchange therefor. “Treasury Shares” means the shares of YDKN Common Stock held by YDKN, any YDKN Subsidiaries, FNB or any FNB Subsidiaries, in each case other than shares of YDKN Common Stock held in YDKN Benefit Plans or related trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary, including custodial or agency, capacity or as a result of debts previously contracted in good faith.

(d) The parties acknowledge that the Merger constitutes a “Change of Control,” as defined in the Piedmont Community Bank Holdings, Inc. Phantom Equity Plan (the “Piedmont PEP”). Immediately prior to Effective Time, YDKN, through the Rabbi Trust established pursuant to that certain Rabbi Trust Agreement, made as of July 4, 2014, by and between YDKN and U.S. Bank National Association (the “Rabbi Trust Agreement”), shall pay in shares of YDKN Common Stock all amounts due to plan participants and, if applicable, their beneficiaries under Section 4.3 of the Piedmont PEP and all remaining shares of YDKN Common Stock in the Rabbi Trust shall be distributed to legacy stockholders of Piedmont Community Bank Holdings, Inc. pursuant to the terms of the Rabbi Trust Agreement and shall be treated for the purposes of this Agreement in the same manner as all other issued and outstanding shares of YDKN Common Stock including Section 1.4(a).

(e) At the Effective Time, the stock transfer books of YDKN shall be closed as to holders of YDKN Common Stock immediately prior to the Effective Time and no transfer of shares of YDKN Common Stock by any such holder shall thereafter be made or recognized. If, after the Effective Time, certificates representing shares of YDKN Common Stock (“Certificates,” it being understood that any reference herein to “Certificates” shall be deemed to include reference to shares of YDKN Common Stock held in book entry form) are properly presented pursuant to Section 2.2(a) of this Agreement to the Exchange Agent, such Certificates shall be cancelled and exchanged for FNB Common Stock held in book entry form representing the number of whole shares into which the shares of YDKN Common Stock represented by the Certificates was converted in the Merger, plus, if applicable pursuant to Section 1.4(g), any payment for any fractional share of FNB Common Stock (without any interest thereon) and any dividends or distributions to which the holder of such Certificates is entitled pursuant to Section 2.2(b).

(f) Each holder of YDKN Common Stock shall have the option of enrolling the whole shares of FNB Common Stock issuable to such shareholder upon the consummation of the Merger in FNB’s Dividend Reinvestment and Direct Stock Purchase Plan (the “DRSP Plan”),

as long as such shareholder enrolls with a minimum of fifty (50) whole shares of FNB Common Stock. Each YDKN shareholder electing to enroll in the DRSP Plan shall be issued FNB Common Stock held in book entry form representing the number of whole shares received in the Merger.

(g) Notwithstanding any other provision of this Agreement, each holder of YDKN Common Stock who would otherwise be entitled to receive a fractional share of FNB Common Stock, after taking into account all shares of YDKN Common Stock owned by such holder as of immediately prior to the Effective Time, shall receive an amount in cash, without interest, rounded to the nearest cent, equal to the product obtained by multiplying (a) the Average Closing Price by (b) the fraction of a share (calculated to the nearest ten-thousandth when expressed in decimal form) of FNB Common Stock, to which such holder would otherwise be entitled. No such holder shall be entitled to dividends or other rights in respect of any such fractional shares. “Average Closing Price” means the average composite closing price of FNB Common Stock as reported by the NYSE for each of the twenty (20) consecutive trading days ending on and including the fifth (5th) such trading day prior to the Closing Date rounded to the nearest ten-thousandth.

1.5 FNB Capital Stock. At and after the Effective Time, each share of FNB capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall not be affected by the Merger.

1.6 YDKN Equity Awards.

(a) YDKN Stock Options. Each outstanding and unexercised option immediately prior to the Effective Time that was granted to purchase shares of YDKN Common Stock (each, a “YDKN Stock Option”) under an equity-based compensation plan identified in Section 1.6(a) of the YDKN Disclosure Schedule (collectively, the “YDKN Equity Plans”), shall, at the Effective Time, cease to represent a right to acquire shares of YDKN Common Stock and shall be assumed by FNB and converted automatically into an option to acquire that number of whole shares of FNB Common Stock (rounded down to the nearest whole share) equal to the product obtained by multiplying (a) the number of shares of YDKN Common Stock subject to such YDKN Stock Option immediately prior to the Effective Time and (b) the Exchange Ratio, with an exercise price per share (rounded up to the nearest whole cent) obtained by dividing (i) the per share exercise price under each such YDKN Stock Option immediately prior to the Effective Time by (ii) the Exchange Ratio. Each such YDKN Stock Option as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions as applicable immediately prior to the Effective Time except as provided in this Section 1.6(a) and that from and after the Effective Time, FNB and the Compensation Committee of the FNB Board of Directors, including, if applicable, the entire Board of Directors of FNB, shall be substituted for YDKN and the Compensation Committee of the Board of Directors of YDKN, including, if applicable, the entire Board of Directors of YDKN, administering such YDKN Equity Plans. Notwithstanding the foregoing, each YDKN Stock Option that is an “incentive stock option” shall be adjusted as required by Section 424 of the Code and the Treasury Regulations promulgated thereunder, so as not to constitute a modification, extension or renewal of the option within the meaning of Section 424(h) of the Code. FNB and YDKN agree to take all reasonable and necessary steps to effect the provisions of this Section 1.6(a). Promptly following the

Effective Time, FNB shall issue to each holder of each outstanding YDKN Stock Option that has been assumed by FNB a document evidencing the conversion and assumption of such YDKN Stock Option by FNB pursuant to this Section 1.6(a).

(b) YDKN Restricted Stock. At the Effective Time, each award in respect of a share of YDKN Common Stock subject to vesting, repurchase or other lapse restriction granted under a YDKN Equity Plan that is outstanding immediately prior to the Effective Time (a “YDKN Restricted Stock Award” and, together with the YDKN Stock Options, the “YDKN Equity Awards”) shall fully vest and shall be converted into the right to receive, without interest, the Merger Consideration payable pursuant to Section 1.4 and the shares of YDKN Common Stock subject to such YDKN Restricted Stock Award shall be treated for the purposes of this Agreement in the same manner as all other shares of YDKN Common Stock.

1.7 Articles of Incorporation and Bylaws of the Surviving Company. At the Effective Time, the FNB Charter, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Company until thereafter amended in accordance with its terms and applicable Law. At the Effective Time, the FNB Bylaws, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Company until thereafter amended in accordance with its terms and applicable Law.

1.8 The Bank Merger. As soon as practicable after the execution of this Agreement, YDKN and FNB shall cause Yadkin Bank (“YDKN Bank”), a state-chartered bank and a wholly owned subsidiary of YDKN, and First National Bank of Pennsylvania (“FNB Bank”), a national banking association and wholly owned subsidiary of FNB, respectively, to enter into a bank merger agreement substantially in the form attached to this Agreement as Exhibit B (the “Bank Merger Agreement”), which provides for the merger of YDKN Bank with and into FNB Bank immediately following the Merger, with FNB Bank being the surviving entity (the “Bank Merger”). Prior to filing applications for the Requisite Regulatory Approvals: (i) (A) YDKN shall cause YDKN Bank to obtain approval from the Board of Directors of YDKN Bank for the Bank Merger Agreement, (B) YDKN, as the sole shareholder of YDKN Bank, shall approve the Bank Merger Agreement and (C) YDKN shall cause the Bank Merger Agreement to be duly executed by YDKN Bank and delivered to FNB; and (ii) (A) FNB shall cause FNB Bank to obtain approval from the Board of Directors of FNB Bank for the Bank Merger Agreement, (B) FNB, as the sole shareholder of FNB Bank, shall approve the Bank Merger Agreement and (C) FNB shall cause the Bank Merger Agreement to be duly executed by FNB Bank and delivered to YDKN. Prior to the Effective Time, YDKN shall cause YDKN Bank, and FNB shall cause FNB Bank, to execute such articles or statement of merger and such other documents and certificates as are necessary or desirable to make the Bank Merger effective (the “Bank Merger Certificates”) immediately following the Effective Time.

1.9 Right to Revise Structure. At FNB’s election delivered to YDKN in writing, FNB may at any time alternatively structure the Merger so that any direct or indirect wholly owned subsidiary of FNB is merged with and into YDKN; provided, however, that no such change shall (i) alter or change the amount or kind of the Merger Consideration or treatment of the shares YDKN Common Stock or YDKN Equity Awards provided for in this Agreement, (ii) prevent the parties from obtaining the opinions of counsel referred to in Sections 7.2(d) and 7.3(d) or adversely affect the Tax treatment for YDKN’s shareholders as a result of receiving the Merger

Consideration or the Tax treatment of either party pursuant to this Agreement, or (iii) be reasonably likely to impede or delay consummation of the transactions this Agreement contemplates. In the event of such an election, the parties agree to execute an appropriate amendment to this Agreement (to the extent such amendment only changes the method of effecting the business combination and does not substantively affect this Agreement or the rights and obligations of the parties or their respective shareholders) in order to reflect such election.

ARTICLE 2

EXCHANGE OF SHARES

2.1 FNB to Make Merger Consideration Available. At or as promptly as practicable following the Effective Time, FNB shall deposit, or shall cause to be deposited, with Computershare Trust Company, N.A., as exchange agent (“Exchange Agent”), for the benefit of the holders of Certificates and for exchange in accordance with this Article 2, (i) book entry shares representing the aggregate number of shares of FNB Common Stock issuable pursuant to this Agreement in exchange for the shares of YDKN Common Stock outstanding immediately prior to the Effective Time of the Merger and (ii) immediately available funds sufficient in amount to pay (x) any Cash Consideration issuable in accordance with Section 1.4(b), (y) any dividends or distributions payable in accordance with Section 2.2(b)(i), and (z) cash in lieu of any fractional shares of FNB Common Stock to be issued pursuant to Section 1.4(g), and paid pursuant to Section 2.2(a) in exchange for outstanding shares of YDKN Common Stock (such immediately available funds and book entry shares of FNB Common Stock, collectively being referred to as the “Exchange Fund”). The Exchange Agent shall invest any cash included in the Exchange Fund as directed by FNB, provided that no such investment or losses thereon shall affect the amounts payable to the holders of Certificates.

2.2 Exchange Shares.

(a) As soon as practicable after the Effective Time, but in no event later than five (5) business days thereafter, the Exchange Agent shall mail to each holder of record of YDKN Common Stock a letter of transmittal in customary form as prepared by FNB and reasonably acceptable to YDKN (which shall specify, among other things, that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent) and instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration and any cash in lieu of fractional shares into which the shares of YDKN Common Stock represented by such Certificate or Certificates shall have been converted pursuant to this Agreement and any dividends or distributions to which such holder is entitled pursuant to Section 2.2(b). After the Effective Time of the Merger, each holder of a Certificate formerly representing shares of YDKN Common Stock, other than Treasury Shares, who surrenders or has surrendered such Certificate or customary affidavits and indemnification regarding the loss or destruction of such Certificate, together with duly executed transmittal materials to the Exchange Agent, shall, upon acceptance thereof, be entitled to: (i) book entry shares representing FNB Common Stock into which the shares YDKN Common Stock shall have been converted pursuant to Section 1.4, (ii) any cash in lieu of any fractional share of FNB Common Stock to which such holder would otherwise be entitled and (iii) any dividends or distributions to which such holder is entitled pursuant to Section 2.2(b); provided

however, that if the holder of Yadkin Non-Voting Common Stock has made the Cash Election and has surrendered such Certificate or customary affidavits and indemnification regarding the loss or destruction of such Certificate, together with duly executed transmittal materials to the Exchange Agent, then such holder shall, upon acceptance thereof, be entitled to the Cash Consideration. The Exchange Agent shall accept such Certificate upon compliance with such reasonable and customary terms and conditions as the Exchange Agent may impose to effect an orderly exchange thereof in accordance with normal practices. Subject to applicable Law, until surrendered as contemplated by this Section 2.2, each Certificate representing shares of YDKN Common Stock shall be deemed from and after the Effective Time of the Merger to evidence only the right to receive the Merger Consideration, any cash in lieu of fractional shares into which the shares of YDKN Common Stock represented by such Certificate or Certificates shall have been converted pursuant to this Agreement, any dividends or distributions to which such holder is entitled pursuant to Section 2.2(b) and, if applicable, the Cash Consideration. Subject to applicable Law, FNB shall not be obligated to deliver the Merger Consideration, any cash in lieu of fractional shares and/or any declared but unpaid dividends or, if applicable, the Cash Consideration to which any former holder of YDKN Common Stock is entitled as a result of the Merger until such holder surrenders his Certificate or Certificates for exchange as provided in this Section 2.2. If any shares of FNB Common Stock, or any cash in lieu of fractional shares and/or declared but unpaid dividends, are to be issued in a name other than that in which a Certificate surrendered for exchange is issued, the Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and the person requesting such exchange shall affix any requisite stock transfer tax stamps to the Certificate surrendered or provide funds for their purchase or establish to the satisfaction of the Exchange Agent that such taxes are not payable. If any Certificate shall have been lost, stolen or destroyed, then upon the making of an affidavit, in form and substance reasonably acceptable to FNB, of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by FNB or the Exchange Agent, the posting by such Person of a bond in such amount as FNB and the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it, FNB or the Surviving Company with respect to such Certificate, the Exchange Agent will deliver in exchange for such lost, stolen or destroyed Certificate the Merger Consideration payable in respect thereof pursuant to this Agreement.

(b) Following surrender of any such Certificate, there shall be paid to the record holder of the whole shares of FNB Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of any dividends or distributions, if any, with a record date prior to the Effective Time that have been declared by YDKN in respect of shares of YDKN Common Stock after the date of this Agreement in accordance with the terms of this Agreement and which remain unpaid at the Effective Time, (ii) at the time of such surrender, the amount of any cash payable in lieu of a fractional share of FNB Common Stock to which such holder is entitled pursuant to Section 1.4(g) and the amount of dividends or other distributions with a record date after the Effective Time of the Merger and which had become payable with respect to such whole shares of FNB Common Stock prior to the time of surrender, and (iii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Effective Time of the Merger but prior to surrender and a payment date subsequent to surrender payable with respect to such whole shares of FNB Common Stock.

(c) After the Effective Time, there shall be no transfers on the stock transfer books of YDKN of the shares of YDKN Common Stock that were issued and outstanding immediately prior to the Effective Time other than to settle transfers of shares of YDKN Common Stock that occurred prior to the Effective Time. If, after the Effective Time, Certificates are presented to FNB for any reason, they shall be cancelled and exchanged as provided in this Agreement. All shares of FNB Common Stock, cash in lieu of fractional shares of FNB Common Stock and/or declared but unpaid dividends issued or paid upon the surrender for exchange of shares of YDKN Common Stock (or the provision of customary affidavits and indemnification for lost or mutilated Certificates in accordance with the terms hereof) and the letter of transmittal, shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of YDKN Common Stock.

(d) Any portion of the Exchange Fund, including any interest thereon, that remains undistributed to the shareholders of YDKN following the passage of twelve (12) months after the Effective Time of the Merger shall be delivered to FNB, upon demand, and any shareholders of YDKN who have not theretofore complied with this Section 2.2 shall thereafter look only to FNB for payment of their claim for FNB Common Stock, any cash in lieu of fractional shares of FNB Common Stock and any unpaid dividends or distributions payable in accordance with Section 2.2(b).

(e) Neither YDKN nor FNB shall be liable to any holder of shares of YDKN Common Stock or FNB Common Stock, as the case may be, for such shares, any dividends or distributions with respect thereto, or cash from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(f) The Exchange Agent shall not be entitled to vote or exercise any rights of ownership with respect to the shares of FNB Common Stock held by it from time to time hereunder, except that it shall receive and hold all dividends or other distributions paid or distributed with respect to such shares of FNB Common Stock for the account of the Persons entitled thereto.

2.3 Adjustments for Dilution and Other Matters. If prior to the Effective Time of the Merger, (a) FNB shall declare a stock dividend or distribution on FNB Common Stock with a record date prior to the Effective Time of the Merger, or subdivide, split up, reclassify or combine FNB Common Stock, or make a distribution other than a regular quarterly cash dividend, on FNB Common Stock or on any security convertible into FNB Common Stock, in each case with a record date prior to the Effective Time of the Merger, or (b) the outstanding shares of FNB Common Stock shall have been increased, decreased, changed into or exchanged for a different number or kind of shares or securities in each case as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in FNB's capitalization, then a proportionate adjustment or adjustments will be made to the Exchange Ratio and, as applicable, the Average Closing Price to give holders of YDKN Common Stock the same economic effect as contemplated by this Agreement prior to such event, which adjustment may include, as appropriate, the issuance of securities, property or cash on the same basis as that on which any of the foregoing shall have been issued, distributed or paid to holders of such class of FNB Common Stock generally.

2.4 Withholding Rights. The Exchange Agent or, subsequent to the first anniversary of the Effective Time, FNB, shall be entitled to deduct and withhold from any cash in lieu of fractional shares of FNB Common Stock, cash dividends or distributions payable pursuant to Section 2.2(b) and any other cash amounts otherwise payable pursuant to this Agreement to any holder of YDKN Common Stock or YDKN Equity Awards such amounts as the Exchange Agent or FNB, as the case may be, is required to deduct and withhold under the Code, or any provision of state, local or foreign Tax law, with respect to the making of such payment. To the extent the amounts are so withheld by the Exchange Agent or FNB, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of shares of YDKN Common Stock or YDKN Equity Awards in respect of whom such deduction and withholding was made by the Exchange Agent or FNB, as the case may be.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF YDKN

Except as (i) disclosed in the disclosure schedule delivered by YDKN to FNB prior to the execution of this Agreement (the “YDKN Disclosure Schedule”) or (ii) as disclosed in any YDKN Reports filed by YDKN prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), YDKN hereby represents and warrants to FNB as follows:

3.1 Corporate Organization.

(a) YDKN is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina. YDKN has the corporate power and authority and has all licenses, permits and authorizations of applicable Governmental Entities required to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where such failure to be so licensed or qualified would not have a Material Adverse Effect upon YDKN.

(b) True and complete copies of the articles of incorporation of YDKN (the “YDKN Articles”) and the bylaws of YDKN (the “YDKN Bylaws”), each as amended, supplemented, restated and/or otherwise modified and in effect as of the date of this Agreement, have previously been made available to FNB.

(c) YDKN Bank is a state-chartered bank and is regulated by the Federal Deposit Insurance Corporation (“FDIC”) and the North Carolina Commissioner of Banks (“NCCOB”). YDKN Bank is duly organized, and validly existing and in good standing under the laws of the State of North Carolina and has the requisite power and authority, corporate or otherwise, to own its property and carry on its business as presently conducted, but is not qualified to do business in any other jurisdiction or required to be qualified to do business in any other jurisdiction except where the failure to be so qualified would not have a Material Adverse

Effect on YDKN. Each of YDKN's other Subsidiaries (i) was duly organized, (ii) is validly existing and in good standing under the laws of its jurisdiction of organization, (iii) is duly licensed or qualified to do business in, and in good standing under the laws of, all jurisdictions, whether federal, state, local or foreign, where its ownership or leasing of property or the conduct of its business requires it to be so qualified, and (iv) has all requisite corporate power and authority, and has all licenses, permits and authorizations of applicable Governmental Entities required to own or lease its properties and assets and to carry on its business as now conducted, except for purposes of clause (iii) only, as would not be reasonably likely to have, either individually or in the aggregate, a Material Adverse Effect on YDKN. The articles of incorporation, bylaws and similar governing documents of each Subsidiary of YDKN, copies of which have been made available to FNB, are true and correct copies of such documents as amended, supplemented, restated and/or otherwise modified and in effect on the date of this Agreement.

(d) As used in this Agreement, (i) the word "Subsidiary" when used with respect to either party, means any corporation, partnership, joint venture, limited liability company or any other entity (A) of which such party, or a subsidiary of such party, is a general partner, or (B) at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity is directly or indirectly owned by such party and/or one or more Subsidiaries thereof, and the terms "YDKN Subsidiaries" and "FNB Subsidiaries" shall mean any direct or indirect Subsidiary of YDKN or FNB, respectively; and (ii) the term "Material Adverse Effect" means, with respect to FNB, YDKN or the Surviving Company, as the case may be, any event, circumstance, development, change or effect that alone or in the aggregate with other events, circumstances, developments, changes or effects, (A) is materially adverse to the business, results of operations or financial condition of such party and its Subsidiaries taken as a whole; provided, however, that, with respect to this clause (A), Material Adverse Effect shall not be deemed to include effects to the extent resulting from (1) changes, after the date of this Agreement, in U.S. generally accepted accounting principles ("GAAP") or regulatory accounting requirements applicable to banks or savings associations and their holding companies generally, (2) changes, after the date of this Agreement, in Laws of general applicability or interpretations thereof by courts or any Governmental Entity, (3) actions or omissions of (x) FNB or (y) YDKN, in each case, taken at the request of, or with the prior written consent of, the other or required hereunder, (4) changes, events or developments, after the date of this Agreement, in the regional, national or world economy or financial or securities markets generally, or changes, events or developments, after the date of this Agreement, in general economic conditions or other changes, events or developments, after the date of this Agreement that affect banks or savings associations or their holding companies generally, except to the extent that such changes have a materially disproportionate adverse effect on such party relative to other similarly situated participants in the markets or industries in which they operate, (5) consummation or public disclosure of the transactions this Agreement contemplates, including the resignation of employment of employees or any impact on such party's business, customer relations, condition or results of operations, in each case as a result therefrom, (6) any outbreak or escalation of war or hostilities, any occurrence or threats of terrorist acts or any armed hostilities associated therewith and any national or international calamity, disaster or emergency or any escalation thereof, (7) any changes in interest rates or foreign currency rates, (8) any claim, suit, action, audit, arbitration, investigation, inquiry or other proceeding or order

which in any manner challenges, seeks to prevent, enjoin, alter or delay, or seeks damages as a result of or in connection with, the transactions this Agreement contemplates, (9) any failure by such party to meet any published, whether by such party or a third party research analyst, or internally prepared estimates of revenues or earnings, (10) a decline in the price, or a change in the trading volume of, such party's common stock on the New York Stock Exchange (including any successor exchange, the "NYSE") and (11) any matter to the extent that (x) it is disclosed in reasonable detail in the party's disclosure schedules delivered to the other party pursuant to this Agreement or in the YDKN Reports or FNB Reports prior to the date hereof (except for risk factor disclosures contained under the heading "Risk Factors," or disclosures of risks set forth in any "forward-looking statements" disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), as applicable, and (y) such disclosed matter does not worsen in a materially adverse manner, or (B) materially delays or impairs the ability of such party to timely consummate the transactions this Agreement contemplates.

3.2 Capitalization.

(a) The authorized capital stock of YDKN consists of 76,000,000 shares of capital stock, which are divided into 75,000,000 shares of common stock (of which 73,333,334 shares are designated as voting common stock and 1,666,666 are designated as non-voting common stock), par value \$1.00 per share and 1,000,000 shares of preferred stock, no par value. As of the date of this Agreement, there are (i) 51,453,977 shares of YDKN Voting Common Stock issued and outstanding (which for the avoidance of doubt, includes the shares referenced in (iv) below), (ii) 199,663 shares of YDKN Non-Voting Common Stock outstanding that are held of record by the Persons set forth in Section 3.2(a)(ii) of the YDKN Disclosure Schedule, (iii) no shares of preferred stock outstanding, (iv) 195,000 shares of YDKN Voting Common Stock issued in respect of outstanding YDKN Restricted Stock Awards, (v) 265,050 shares of YDKN Voting Common Stock reserved for issuance upon the exercise of outstanding YDKN Stock Options, (vi) 114,621 shares of YDKN Voting Common Stock reserved for issuance pursuant to future grants under a YDKN Equity Plan and (vii) no other shares of capital stock or other equity securities of YDKN issued, reserved for issuance or outstanding. All of the issued and outstanding shares of YDKN Common Stock have been duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. Other than YDKN Equity Awards issued prior to the date of this Agreement, as of the date of this Agreement, there are no outstanding subscriptions, options, warrants, puts, calls, rights, exchangeable or convertible securities or other commitments or agreements obligating YDKN to issue, transfer, sell, purchase, redeem or otherwise acquire, any such securities. There are no voting trusts, shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares of YDKN Common Stock or other equity interests of YDKN. As of the date of this Agreement, no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which shareholders of YDKN may vote are issued or outstanding.

(b) All of the issued and outstanding shares of capital stock or other equity ownership interests of each YDKN Subsidiary are owned by YDKN, directly or indirectly, free and clear of any material liens, pledges, charges and security interests and similar encumbrances, other than liens for property Taxes not yet due and payable ("Liens"), and all of such shares or

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

3.3 Authority; No Violation.

(a) YDKN has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions this Agreement contemplates, subject to the receipt of the Requisite YDKN Vote and Requisite Regulatory Approvals. The execution and delivery of this Agreement and the consummation of the transactions this Agreement contemplates have been duly and validly approved by the Board of Directors of YDKN. Except for the approval of this Agreement required under North Carolina law by the affirmative vote of a majority of the outstanding shares of YDKN Voting Common Stock (such affirmative shareholder vote, the “Requisite YDKN Vote”), no other corporate approvals on the part of YDKN are necessary to approve this Agreement or consummate the Merger. Other than those set forth in Section 1.8, no corporate approvals on the part of YDKN or YDKN Bank are necessary to approve the Bank Merger Agreement or consummate the Bank Merger. This Agreement has been duly and validly executed and delivered by YDKN and, assuming the due authorization, execution and delivery of this Agreement by FNB, constitutes the valid and binding obligation of YDKN, enforceable against YDKN in accordance with its terms, except in all cases as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability relating to or affecting the rights of insured depository institutions or the rights of creditors generally and the availability of equitable remedies.

(b) Neither the execution and delivery of this Agreement by YDKN nor the consummation by YDKN of the transactions this Agreement contemplates, nor compliance by YDKN with any of the terms or provisions of this Agreement, will (i) violate any provision of the YDKN Articles or the YDKN Bylaws or (ii) assuming that the consents, approvals and filings referred to in Section 3.4 are duly obtained and/or made and are in full force and effect, (A) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction issued, promulgated or entered into by or with any Governmental Entity (each, a “Law”) applicable to YDKN, any of the YDKN Subsidiaries or any of their respective properties or assets, or (B) violate, conflict with, result in a breach of any provision of, constitute a default or an event which, with notice or lapse of time, or both, would constitute a default under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of YDKN or any of the YDKN Subsidiaries under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which YDKN or any of the YDKN Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected, except for such violations,

conflicts, breaches, defaults, terminations, cancellations, accelerations or creations with respect to clause (ii) that are not reasonably likely to have, either individually or in the aggregate, a Material Adverse Effect on YDKN.

3.4 Consents and Approvals. Except for (a) the filing of applications and notices, as applicable, with the Federal Reserve Board under the BHC Act, with the NCCOB under Chapters 53 and 53C of the North Carolina General Statutes and with the Office of the Comptroller of the Currency (the “OCC”) under the National Bank Act and Bank Merger Act, and approval of such applications and notices, (b) the filing with the Securities and Exchange Commission of a joint proxy statement in definitive form relating to the meeting of YDKN’s shareholders to be held in connection with this Agreement (the “Joint Proxy Statement”) and of a registration statement on Form S-4 (the “Registration Statement”) in which the Joint Proxy Statement will be included as a prospectus, and the declaration of effectiveness of the Registration Statement, (c) the filing of the North Carolina Articles of Merger with, and its acceptance for record by, the Secretary of State of the State of North Carolina pursuant to the NCBCA, the filing of the Florida Articles of Merger with, and its acceptance for record by, the Secretary of State of the State of Florida pursuant to the FBCA, and the filing of the Bank Merger Certificates and (d) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of FNB Common Stock pursuant to this Agreement and approval of the listing on the NYSE of such shares of FNB Common Stock issuable in the Merger, no consents or approvals of, or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality of any federal, state, local or foreign government (each, a “Governmental Entity”) or any industry self-regulatory organization, including the Financial Industry Regulatory Authority, Inc. (“SRO”), are necessary in connection with (i) the execution and delivery by YDKN of this Agreement and (ii) the consummation by YDKN of the Merger and the other transactions this Agreement contemplates. No event has occurred, nor has any circumstance arisen, that, to the knowledge of YDKN, would reasonably be likely, either individually or together with any other event or circumstance, to impair the ability to obtain or materially delay the receipt of the Requisite Regulatory Approvals on a timely basis or result in the imposition of a Materially Burdensome Regulatory Condition.

3.5 Reports. YDKN and each of the YDKN Subsidiaries have in all material respects timely filed all reports, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file since January 1, 2014 with the applicable Regulatory Agencies (other than the OCC) and with each other applicable Governmental Entity, and all other reports and statements required to be filed by them since January 1, 2014, including any report or statement required to be filed pursuant to the laws, rules or regulations of the United States, any state, any local government, any foreign entity, or any Regulatory Agency (other than the OCC), and have paid all fees and assessments due and payable in connection therewith.

3.6 SEC Reports; Financial Statements.

(a) YDKN and each YDKN Subsidiary has filed or furnished on a timely basis to the SEC, all material forms, reports, schedules, statements and other documents required to be filed or furnished by it to the SEC under the Securities Act of 1933, as amended (the

“Securities Act”), under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or under the securities regulations of the SEC since January 1, 2014 (all such filed or furnished documents, together with all exhibits and schedules thereto and all information incorporated therein by reference, the “YDKN Reports”). As of their respective filing dates (and, in the case of registration statements and proxy statements, as of the dates of effectiveness and the dates of mailing, respectively), except to the extent that any YDKN Report has been amended by a subsequently filed YDKN Report prior to the date hereof, in which case, as of the date of such amendment, (i) the YDKN Reports complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), as the case may be, and (ii) none of the YDKN Reports contained any 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. None of YDKN’s Subsidiaries is required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act.

(b) The financial statements (including the related notes thereto) included (or incorporated by reference) in the YDKN Reports comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except, in each case, as may be expressly indicated in such statements or in the notes thereto) and fairly present in all material respects the consolidated financial position of YDKN and its Subsidiaries as of the dates thereof and their respective consolidated results of operations, changes in shareholders’ equity and changes in cash flows for the periods then ended (subject, in the case of unaudited statements, to year-end normal and recurring audit adjustments that were not, or are not expected to be, material in amount), all in accordance with GAAP and the applicable rules and regulations promulgated by the SEC.

(c) There are no outstanding comments from or material unresolved issues raised by the SEC staff with respect to the YDKN Reports.

(d) The books and records of YDKN and its Subsidiaries have been since January 1, 2014, and are being, maintained in all material respects in accordance with applicable legal and accounting requirements and reflect only actual transactions. The records, systems, controls, data and information of YDKN and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of YDKN or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be likely to have a material adverse effect on the system of internal accounting controls described in the following sentence. YDKN and its Subsidiaries have implemented and maintain a system of internal accounting controls effective to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. YDKN (i) has implemented and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) effective to ensure that material information relating to YDKN, including its consolidated Subsidiaries, is made known to the Chief Executive Officer and the Chief Financial Officer of YDKN by others within those entities to allow timely

decisions regarding required disclosure and to make the certifications required by the Exchange Act with respect to the YDKN Reports and (ii) has disclosed, based on its most recent evaluation prior to the date of this Agreement, to YDKN's outside auditors and the audit committee of the Board of Directors of YDKN (A) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that would be reasonably likely to adversely affect YDKN's ability to accurately record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in YDKN's internal control over financial reporting.

(e) Since January 1, 2014, (A) neither YDKN nor any of its Subsidiaries nor, to the knowledge of YDKN, any director, officer, employee, auditor, accountant or representative of YDKN or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of YDKN or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that YDKN or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (B) no attorney representing YDKN or any of its Subsidiaries, whether or not employed by YDKN or any of its Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by YDKN or any of its officers, directors, employees or agents to the YDKN Board of Directors or any committee thereof or, to the knowledge of YDKN, to any of YDKN's directors or officers.

3.7 Broker's Fees. Except for Sandler O'Neill & Partners, L.P., neither YDKN nor any YDKN Subsidiary nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions this Agreement contemplates.

3.8 Absence of Certain Changes or Events. Since December 31, 2015, (i) YDKN and the YDKN Subsidiaries have, except in connection with the negotiation and execution and delivery of this Agreement, carried on their respective businesses in all material respects in the ordinary course consistent with past practice and (ii) there has not been any Material Adverse Effect with respect to YDKN.

3.9 Legal Proceedings.

(a) There is no pending, or, to YDKN's knowledge, threatened, litigation, action, suit, proceeding, investigation or arbitration by any individual, partnership, corporation, trust, joint venture, organization, Governmental Entity or other entity (each, a "Person") relating to YDKN, any of the YDKN Subsidiaries or any of their respective properties or permits, licenses or authorizations that has had, or is reasonably likely to have a Material Adverse Effect on YDKN.

(b) There is no judgment or order of any Governmental Entity or regulatory restriction, other than those of general application that apply to similarly situated financial or bank holding companies or their Subsidiaries, that has been imposed upon YDKN, any of the

YDKN Subsidiaries or the assets of YDKN or any of the YDKN Subsidiaries, that has had, or is reasonably likely to have, a Material Adverse Effect on YDKN.

3.10 Taxes and Tax Returns.

(a) Each of YDKN and the YDKN Subsidiaries has duly and timely filed, including all applicable extensions, all income and other material Tax Returns required to be filed by it on or prior to the date of this Agreement, all such Tax Returns being accurate and complete in all material respects, has timely paid or withheld and timely remitted all Taxes shown thereon as arising and has duly and timely paid or withheld and timely remitted all material Taxes, whether or not shown on any Tax Return, that are due and payable or claimed to be due from it by a Governmental Entity, other than Taxes that (i) are not yet delinquent or are being contested in good faith, which have not been finally determined, and (ii) have been adequately reserved against in accordance with GAAP. All required estimated Tax payments sufficient to avoid any underpayment penalties or interest have been made by or on behalf of each of YDKN and the YDKN Subsidiaries. Neither YDKN nor any of the YDKN Subsidiaries has granted any extension or waiver of the limitation period for the assessment or collection of Tax that remains in effect. There are no disputes, audits, examinations or proceedings in progress or pending, including any notice received of any intent to conduct an audit or examination, or claims asserted, for Taxes upon YDKN or any of the YDKN Subsidiaries. No claim has been made by a Governmental Entity in a jurisdiction where YDKN or any of the YDKN Subsidiaries has not filed Tax Returns such that YDKN or any of the YDKN Subsidiaries is or may be subject to taxation by that jurisdiction. All deficiencies asserted or assessments made as a result of any examinations by any Governmental Entity of the Tax Returns of, or including, YDKN or any of the YDKN Subsidiaries have been fully paid. No issue has been raised by a Governmental Entity in any prior examination or audit of each of YDKN and the YDKN Subsidiaries which, by application of the same or similar principles, could reasonably be expected to result in a proposed deficiency in respect of such Governmental Entity for any subsequent taxable period. There are no Liens for Taxes, other than statutory liens for Taxes not yet due and payable, upon any of the assets of YDKN or any of the YDKN Subsidiaries. Neither YDKN nor any of the YDKN Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement, other than such an agreement or arrangement exclusively between or among YDKN and the YDKN Subsidiaries. Neither YDKN nor any of the YDKN Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return, other than a group the common parent of which was YDKN, or (B) has any liability for the Taxes of any Person, other than YDKN or any of the YDKN Subsidiaries, under Treas. Reg. § 1.1502-6, or any similar provision of state, local or foreign Law, or as a transferee or successor, by contract or otherwise. Neither YDKN nor any of the YDKN Subsidiaries has been, during the two-year period ending on the date hereof, a “distributing corporation” or a “controlled corporation”, within the meaning of Section 355(a)(1)(A) of the Code in a distribution of stock intended to be governed in whole or in part by Sections 355 of the Code. YDKN is not and has not been a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Neither YDKN, nor any of the YDKN Subsidiaries or any other Person on their behalf has executed or entered into any written agreement with, or obtained or applied for any written consents or written clearances or any other Tax rulings from, nor has there been any written agreement executed or entered into on

behalf of any of them with any Governmental Entity, relating to Taxes, including any private letter rulings of the U.S. Internal Revenue Service (“IRS”) or comparable rulings of any Governmental Entity and closing agreements pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of any applicable Law, which rulings or agreements would have a continuing effect after the Effective Time. Neither YDKN nor any of the YDKN Subsidiaries has engaged in any transaction that is the same as or substantially similar to one of the types of transactions that the U.S. Internal Revenue Service (“IRS”) 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 Treas. Reg. § 1.6011-4(b)(2). YDKN has made available to FNB complete copies of (i) all federal, state, local and foreign income or franchise Tax Returns of YDKN and the YDKN Subsidiaries relating to all taxable periods beginning on and after January 1, 2012, and (ii) any audit report issued within the last three years relating to any Taxes due from or with respect to YDKN or the YDKN Subsidiaries. Neither YDKN, any of the YDKN Subsidiaries nor FNB, as a successor to YDKN, will be required to include any item of material income in, or exclude any material item of deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) installment sale or open transaction disposition made on or prior to the Effective Time, (iii) prepaid amount received on or prior to the Closing Date or (iv) deferred intercompany gain or any excess loss account of YDKN or any of the YDKN Subsidiaries for periods or portions of periods described in Treasury Regulations under Section 1502 of the Code, or any corresponding or similar provision of state, local or foreign Law, for periods or portions thereof ending on or before the Closing Date. Neither YDKN nor any of the YDKN Subsidiaries has taken any action, or knows of any fact or circumstance, that could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

(b) As used in this Agreement, the term “Tax” or “Taxes” means (i) all federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, bank shares tax, employment, severance, withholding, duties, intangibles, franchise, backup withholding, inventory, capital stock, license, employment, social security, unemployment, excise, stamp, occupation, and estimated taxes, and other taxes, charges, levies or like assessments, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Entity in connection with any item described in clause (i), and (iii) any transferee liability in respect of any items described in clauses (i) or (ii) payable by reason of contract, assumption, transferee liability, operation of Law, Treas. Reg § 1.1502-6(a) or any predecessor or successor thereof of any analogous or similar provision under Law or otherwise.

(c) As used in this Agreement, the term “Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity and any amendment thereof including, where permitted or required, combined, consolidated or unitary returns for any group of entities.

3.11 Employee Benefits. For purposes of this Agreement, the following terms shall have the following meanings:

“Controlled Group Liability” means any and all liabilities (i) under Title IV of ERISA, (ii) under Section 302 of ERISA, (iii) under Sections 412 and 4971 of the Code and (iv) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same “controlled group” as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

“Multiemployer Plan” means any “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA.

“YDKN Benefit Plan” means any employee benefit or compensation plan, program, policy, practice, or other arrangement providing benefits to any current or former employee, officer or director of YDKN or any of the YDKN Subsidiaries or any beneficiary or dependent thereof that is sponsored or maintained by YDKN or any of the YDKN Subsidiaries or to which YDKN or any of the YDKN Subsidiaries contributes or is obligated to contribute, whether or not written, including any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA, whether or not such plan is subject to ERISA, and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, equity compensation, severance, employment, change of control or fringe benefit plan, program or policy.

“YDKN Employment Agreement” means a contract, offer letter or agreement of YDKN or any of the YDKN Subsidiaries with or addressed to any individual who is rendering or has rendered services thereto as an employee pursuant to which YDKN or any of the YDKN Subsidiaries has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as those terms are defined in Part I of Subtitle E of Title IV of ERISA.

(a) Section 3.11(a) of the YDKN Disclosure Schedule includes a complete list of all YDKN Benefit Plans and all YDKN Employment Agreements.

(b) With respect to each YDKN Benefit Plan, YDKN has delivered or made available to FNB, as applicable, a true, correct and complete copy of: (i) each writing constituting a part of such YDKN Benefit Plan, including all plan documents, trust agreements, and insurance contracts and other funding vehicles, (ii) the two most recent Annual Reports (Form 5500 Series) and accompanying schedules, if any, (iii) the current summary plan description and any summaries of material modifications, (iv) the most recent annual financial

report, if any, (v) the most recent actuarial report, if any, (vi) the most recent determination or opinion letter from the IRS, if any, and (vii) the most recent minimum coverage and discrimination testing results, if any. YDKN has delivered or made available to FNB a true, correct and complete copy of each YDKN Employment Agreement.

(c) All contributions required to be made to any YDKN Benefit Plan by applicable Law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any YDKN Benefit Plan, for the period six (6) years prior to and through the date of this Agreement, have been timely made or paid in full. Each YDKN Benefit Plan that is an employee welfare benefit plan under Section 3(1) of ERISA either (i) is funded through an insurance company contract and is not a “welfare benefit fund” within the meaning of Section 419 of the Code, (ii) is self-funded, or (iii) is unfunded.

(d) With respect to each YDKN Benefit Plan, YDKN and the YDKN Subsidiaries have complied in all material respects, with all provisions of ERISA, the Code and all Laws and regulations applicable to such YDKN Benefit Plans. Each YDKN Benefit Plan has been administered in all material respects in accordance with its terms. There are not now, nor do any circumstances exist that would reasonably be likely to give rise to, any requirement for the posting of security with respect to any YDKN Benefit Plan or the imposition of any material lien on the assets of YDKN or any of the YDKN Subsidiaries under ERISA or the Code. Section 3.11(d) of the YDKN Disclosure Schedule identifies each YDKN Benefit Plan that is intended to be a “qualified plan” within the meaning of Section 401(a) of the Code (the “YDKN Qualified Plans”). The IRS has issued a favorable determination letter with respect to each YDKN Qualified Plan and the related trust which has not been revoked, or YDKN is entitled to rely on a favorable opinion issued by the IRS. To the knowledge of YDKN, there are no existing circumstances and no events have occurred that would reasonably be likely to adversely affect the qualified status of any YDKN Qualified Plan or the related trust. None of YDKN and the YDKN Subsidiaries nor, to YDKN’s knowledge, any other Person, including any fiduciary, has engaged in any “prohibited transaction”, as defined in Section 4975 of the Code or Section 406 of ERISA, which would reasonably be likely to subject YDKN, any of the YDKN Subsidiaries or any Person that YDKN or any of the YDKN Subsidiaries has an obligation to indemnify, to any material Tax or penalty imposed under Section 4975 of the Code or Section 502 of ERISA.

(e) With respect to each YDKN Benefit Plan that is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code, (i) there does not exist any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived, and (ii) (A) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, (B) all premiums, if any, to the Pension Benefit Guaranty Corporation (the “PBGC”) have been timely paid in full, (C) no liability, other than for premiums to the PBGC, under Title IV of ERISA has been or would reasonably be likely to be incurred by YDKN or any of the YDKN Subsidiaries and (D) the PBGC has not instituted proceedings to terminate any such YDKN Benefit Plan and, to YDKN’s knowledge, no condition exists that makes it reasonably likely that such proceedings will be instituted or which would reasonably be likely to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such YDKN Benefit Plan.

(f) (i) No YDKN Benefit Plan is a Multiemployer Plan or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a “Multiple Employer Plan”), (ii) none of YDKN and its Subsidiaries nor any of their respective ERISA Affiliates has, at any time during the last six (6) years, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan and (iii) none of YDKN and the YDKN Subsidiaries nor any of their respective ERISA Affiliates has incurred any Withdrawal Liability that has not been satisfied in full. There does not now exist, nor do any circumstances exist that would reasonably be likely to result in, any Controlled Group Liability that would be a liability of YDKN or any of the YDKN Subsidiaries following the Effective Time, other than such liabilities that arise solely out of, or relate solely to, the YDKN Benefit Plans or YDKN Employment Agreements. Without limiting the generality of the foregoing, neither YDKN nor any of the YDKN Subsidiaries, nor, to YDKN’s knowledge, any of their respective ERISA Affiliates, has engaged in any transaction described in Sections 4069, 4204 or 4212 of ERISA.

(g) YDKN and the YDKN Subsidiaries have no liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof, except for health continuation coverage as required by Section 4980B of the Code, Part 6 of Title I of ERISA or applicable law and at no expense to YDKN and the YDKN Subsidiaries.

(h) Neither the execution nor the delivery of this Agreement nor the consummation of the transactions this Agreement contemplates will, either alone or in conjunction with any other event, whether contingent or otherwise, (i) result in any payment or benefit becoming due or payable, or required to be provided, to any director, employee or independent contractor of YDKN or any of the YDKN Subsidiaries, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any such director, employee or independent contractor, (iii) result in the acceleration of the time of payment, vesting or funding of any such benefit or compensation including deferred compensation or (iv) result in any amount failing to be deductible by reason of Section 280G of the Code or would be subject to an excise tax under Section 4999 of the Code or additional tax under Section 409A of the Code.

(i) YDKN has delivered or made available to FNB a true and complete list of the corporate and functional titles, hire dates, incentive compensation, profit sharing and bonuses paid in 2015, full or part-time status, 2016 annual salaries or hourly rates of all employees of YDKN or any of the YDKN Subsidiaries (“YDKN Employees”) as of the date hereof and, with respect to any YDKN Employee on a leave of absence or otherwise not actively employed (“Inactive YDKN Employees”), the date on which each such Inactive YDKN Employee is expected to return to active employment. Except as otherwise set forth in Section 3.11(i) of the YDKN Disclosure Schedule, (A) none of the YDKN Employees has a contract of employment with YDKN or any of the YDKN Subsidiaries, (B) all YDKN Employees are employees “at will” whose employment is terminable without liability therefor and (C) none of the YDKN Employees has a contract with YDKN or any of the YDKN Subsidiaries relating to stay bonuses, retention or stay payments, severance pay or benefits or other perquisites or benefits.

(j) No labor union, labor organization or works council has made a demand for recognition or certification for representation of employees of YDKN or YDKN Subsidiaries,

and there are no representations, certification proceedings, or petitions seeking a representation proceeding presently pending or, to YDKN's knowledge, threatened against YDKN or YDKN Subsidiaries. Each of YDKN and the YDKN Subsidiaries is in compliance in all material respects with all applicable Laws and collective bargaining agreements respecting employment and employment practices and terms and conditions of employment, including but not limited to wage and hour, worker classification, occupational safety and health, immigration, and the Worker Adjustment and Retraining Notification Act and any similar law.

(k) With respect to each YDKN Benefit Plan that is a "nonqualified deferred compensation plan" subject to Section 409A of the Code, each such nonqualified deferred compensation plan has since January 1, 2005 been operated in material compliance with Section 409A of the Code, and the applicable Treasury Regulations and IRS guidance thereunder and the document or documents that evidence such plan have, by January 1, 2009, conformed in all material respects to the provisions of Section 409A of the Code and the Treasury Regulations thereunder.

3.12 Compliance with Applicable Law. YDKN and each of the YDKN Subsidiaries hold all licenses, franchises, permits and authorizations necessary for the lawful conduct of their respective businesses under, and are and have been in compliance in all material respects with, all Laws applicable to YDKN or any of the YDKN Subsidiaries, including the Equal Credit Opportunity Act and Regulation B, the United States Foreign Corrupt Practices Act, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot) Act of 2001, the Bank Secrecy Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Regulation O, any regulations promulgated by the Consumer Financial Protection Bureau or the OCC, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, and any other law relating to bank secrecy, discriminatory lending, financing or leasing practices, money laundering prevention, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans and applicable limits on loans to one borrower, except where such failure to hold or such noncompliance is not reasonably likely to have, either individually or in the aggregate, a Material Adverse Effect on YDKN. YDKN and each of the YDKN Subsidiaries have been and are in compliance in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act and (ii) the applicable listing and corporate governance rules and regulations of the NYSE.

3.13 Contracts. Except for matters that have not had and would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on YDKN, (a) none of YDKN nor any of the YDKN Subsidiaries is, with or without the lapse of time or the giving of notice, or both, in breach or default in any material respect under any contract, lease, license or other agreement or instrument, (b) to the knowledge of YDKN, none of the other parties to any such contract, lease, license or other agreement or instrument (excluding instruments or agreements relating to Loans) is, with or without the lapse of time or the giving of notice, or

both, in breach or default in any material respect thereunder, and (c) neither YDKN nor any of the YDKN Subsidiaries has received any written notice of the intention of any party to terminate or cancel any such contract, lease, license or other agreement or instrument, whether as a termination or cancellation for convenience or for default of YDKN or any of the YDKN Subsidiaries.

3.14 YDKN Regulatory Matters.

(a) YDKN is duly registered with the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”) as a bank holding company under the Bank Holding Company Act of 1956, as amended (the “BHC Act”).

(b) The deposit accounts of YDKN Bank are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by Law, and all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or, to YDKN’s knowledge, threatened. YDKN Bank received a rating of "satisfactory" in its most recent examination under the Community Reinvestment Act.

(c) Since January 1, 2014, neither YDKN nor any of its Subsidiaries has been a party to, or the subject of, any cease-and-desist order, consent order, written agreement, order for civil money penalty, refund, restitution, prompt corrective action directive, memorandum of understanding, supervisory letter, individual minimum capital requirement, operating agreement, or any other formal or informal enforcement action issued or required by, or entered into with, either (i) the Federal Reserve Board, (ii) the FDIC, (iii) the OCC, (iv) the NCCOB or any other state regulatory authority, (v) any foreign regulatory authority, (vi) any SRO or (vii) the SEC (collectively, “Regulatory Agencies”) or any other Governmental Entity. Neither YDKN nor any of its Subsidiaries has made, adopted, or implemented any commitment, board resolution, policy, or procedure at the request or recommendation of any Regulatory Agency or other Governmental Entity that limits in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its payment of dividends or distribution of capital, its credit or risk management, its compliance program, its management, its growth, or its business. Neither YDKN nor any of its Subsidiaries has reason to believe that any Regulatory Agency or other Governmental Entity is considering issuing, initiating, ordering, requesting, recommending, or otherwise proceeding with any of the items referenced in this paragraph.

(d) Except for examinations of YDKN and its Subsidiaries conducted by their respective primary functional regulators in the ordinary course of business, no Regulatory Agency or other Governmental Entity has initiated, threatened, or has pending any proceeding or, to the knowledge of YDKN, any inquiry or investigation into the business or operations of YDKN or any of its Subsidiaries, except where such proceeding, inquiry, or investigation would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on YDKN or to prevent or materially delay receipt of the Requisite Regulatory Approvals.

(e) There is no unresolved violation, apparent violation, criticism, matter requiring attention, recommendation, or exception cited, made, or threatened by any Regulatory Agency or other Governmental Entity in any report of examination, report of inspection,

supervisory letter or other communication with YDKN or any of its Subsidiaries that (i) relates to anti-money laundering, economic sanctions, or consumer protection, (ii) would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on YDKN or (iii) would reasonably be likely to prevent or materially delay the receipt of the Requisite Regulatory Approvals.

3.15 Undisclosed Liabilities. Neither YDKN nor any of its Subsidiaries has, and since December 31, 2015, neither YDKN nor any of its Subsidiaries has incurred, any liabilities or obligations, whether accrued, absolute, contingent or otherwise, known or unknown, whether due or to become due, except for (i) those liabilities properly accrued or reserved against in the unaudited consolidated balance sheet of YDKN and its Subsidiaries as of March 31, 2016 included in the YDKN Reports, (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since March 31, 2016, (iii) liabilities and obligations that are not material to YDKN and its Subsidiaries, taken as a whole, and (iv) any liabilities incurred with respect to the transactions contemplated by this Agreement.

3.16 Environmental Liability.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on YDKN or any of its Subsidiaries, (i) YDKN and the YDKN Subsidiaries are in compliance, and since January 1, 2012 have complied, with all applicable Environmental Laws, (ii) no Contamination exceeding applicable cleanup standards or remediation thresholds under any Environmental Law exists at any real property, including buildings or other structures, currently or formerly owned or operated by YDKN or any of the YDKN Subsidiaries, or on any property in which YDKN or any of the YDKN Subsidiaries has held a security interest, Lien, or a fiduciary or management role, that would reasonably be likely to result in an Environmental Liability for YDKN or the YDKN Subsidiaries, (iii) no Contamination exists at any real property owned by a third party that would reasonably be likely to result in an Environmental Liability for YDKN or the YDKN Subsidiaries, (iv) neither YDKN nor any of the YDKN Subsidiaries has received any written notice, demand letter, claim or request for information alleging any material violation of, or liability under, any Environmental Law, and (v) neither YDKN nor any of the YDKN Subsidiaries is subject to any order, decree, injunction or other agreement with any Governmental Entity or any third party under any Environmental Law that would reasonably be likely to result in an Environmental Liability of YDKN or the YDKN Subsidiaries. YDKN has made available to FNB copies of all material environmental reports or studies, sampling data, correspondence and filings in its possession or relating to YDKN, the YDKN Subsidiaries and any currently owned or leased property of YDKN which were prepared in the last four (4) years.

(b) As used in this Agreement, (i) the term “Environmental Laws” means collectively, any and all laws, ordinances, rules, regulations, directives, orders, authorizations, decrees, permits, or other mandates, of a Governmental Entity relating to any Hazardous Substance, Contamination, protection of the environment or human health and safety as it relates to Hazardous Substance exposure, including those relating to emissions, discharges or releases or threatened emissions, discharges or releases to, on, onto or into the environment of any Hazardous Substance, (ii) the term “Hazardous Substance” means any element, substance, compound or mixture whether solid, liquid or gaseous that is subject to regulation by any

Governmental Entity under any Environmental Law, or the presence or existence of which gives rise to any Environmental Liability, (iii) the term “Contamination” means the emission, discharge or release of any Hazardous Substance to, on, onto or into the environment and the effects of such emission, discharge or release, including the presence or existence of any such Hazardous Substance, and (iv) the term “Environmental Liability” means liabilities for response, remedial or investigation costs, and any other expenses, including reasonable attorney and consultant fees, laboratory costs and litigation costs, required under, or necessary to attain or maintain compliance with, applicable Environmental Laws or relating to or arising from Contamination or Hazardous Substances.

3.17 Real Property.

(a) Each of YDKN and the YDKN Subsidiaries has good and marketable title, free and clear of all Liens, to all material real property owned by such entity (the “Owned Properties”), except for (i) Liens that do not materially detract from the present use of such real property or otherwise materially impair business operations at such properties, (ii) statutory Liens securing payments not yet due and (iii) Liens for real property Taxes not yet due and payable.

(b) A true and complete copy of each agreement pursuant to which YDKN or any of the YDKN Subsidiaries leases any real property (such agreements, together with any amendments, modifications and other supplements thereto, collectively, the “Leases”), has heretofore been made available to FNB. Assuming due authorization, execution and delivery by the counterparty thereto, each Lease is valid, binding and enforceable against YDKN or the YDKN Subsidiary party thereto, as the case may be, in accordance with its terms and is in full force and effect, except as may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies. There is not under any such Lease any material existing default by YDKN or any of the YDKN Subsidiaries or, to the knowledge of YDKN, any other party thereto, or any event which with notice or lapse of time or both would constitute such a default. The consummation of the transactions this Agreement contemplates will not cause any default under the Leases, provided the consents and notices disclosed in this Section 3.17(b) of the YDKN Disclosure Schedule have been obtained or made, except for any such default which would not, individually or in the aggregate, have a Material Adverse Effect on YDKN.

(c) The Owned Properties and the properties leased pursuant to the Leases (the “Leased Properties”) constitute all of the real estate on which YDKN and the YDKN Subsidiaries maintain their facilities or conduct their business as of the date of this Agreement, except for locations the loss of which would not result in a Material Adverse Effect on YDKN.

(d) A true and complete copy of each agreement pursuant to which YDKN or any of the YDKN Subsidiaries leases real property to a third party (such agreements, together with any amendments, modifications and other supplements thereto, collectively, the “Third Party Leases”) has heretofore been made available to FNB. Assuming the due authorization, execution and delivery by the counterparty thereto, each Third Party Lease is valid, binding and enforceable in accordance with its terms and is in full force and effect, except as may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of

creditors generally and the availability of equitable remedies. To the knowledge of YDKN, there are no existing defaults by the tenant under any Third Party Lease, and no event has occurred which with notice or lapse of time or both would constitute such a default or which individually or in the aggregate would have a Material Adverse Effect on YDKN.

3.18 State Takeover Laws.

(a) YDKN has taken all actions necessary to exempt this Agreement and the transactions contemplated hereby and thereby from, and this Agreement is exempt from, the requirements of any Takeover Law applicable to it. As used in this Agreement, “Takeover Laws” shall mean any “moratorium,” “control share acquisition,” “fair price,” “supermajority,” “affiliate transactions,” or “business combination statute or regulation” or other similar state anti-takeover laws and regulations, including those of the State of North Carolina.

(b) Neither YDKN nor any of the YDKN Subsidiaries have any shareholders’ rights plan or similar plan or arrangement in effect.

3.19 Opinion. Prior to the execution of this Agreement, YDKN has received an opinion from Sandler O’Neill & Partners, L.P. to the effect that as of the date thereof and based upon and subject to the factors, assumptions and limitations set forth therein, the Exchange Ratio is fair to the shareholders of YDKN from a financial point of view. Such opinion has not been amended or rescinded as of the date of this Agreement.

3.20 Insurance. YDKN and the YDKN Subsidiaries are insured with reputable insurers against such risks and in such amounts as are set forth in Section 3.20 of the YDKN Disclosure Schedule and as their management reasonably have determined to be prudent in accordance with industry practices.

3.21 Investment Securities. Except where failure to be true would not reasonably be likely to have a Material Adverse Effect on YDKN, (a) each of YDKN and the YDKN Subsidiaries has good title to all securities owned by it, except those securities sold under repurchase agreements securing deposits, borrowings of federal funds or borrowings from the Federal Reserve Banks or the Federal Home Loan Banks or held in any fiduciary or agency capacity, free and clear of any Liens, except to the extent such securities are pledged in the ordinary course of business to secure obligations of YDKN or the YDKN Subsidiaries, and (b) such securities are valued on the books of YDKN in accordance with GAAP in all material respects.

3.22 Intellectual Property.

(a) (i) YDKN and the YDKN Subsidiaries own or have a valid license to use all material YDKN Intellectual Property, free and clear of all Liens, royalty or other payment obligations (except for royalties or payments with respect to off-the-shelf software at standard commercial rates), (ii) to the knowledge of YDKN, YDKN Intellectual Property constitutes all of the Intellectual Property necessary to carry on the business of YDKN and the YDKN Subsidiaries as currently conducted, (iii) YDKN Intellectual Property that is registered and owned by YDKN or any of the YDKN Subsidiaries, and to the knowledge of YDKN, all other registered YDKN Intellectual Property, has not been cancelled, forfeited, expired or abandoned,

(iv) YDKN Intellectual Property that is registered is valid, and neither YDKN nor any of the YDKN Subsidiaries has received written notice challenging the validity or enforceability of YDKN Intellectual Property, and (v) to the knowledge of YDKN, the conduct of the business of YDKN and the YDKN Subsidiaries does not violate, misappropriate or infringe upon the Intellectual Property rights of any other Person, nor to the knowledge of YDKN has YDKN or any of the YDKN Subsidiaries received any written communications alleging that any of them has infringed, diluted, misappropriated or violated any of the Intellectual Property of any other Person. To YDKN's knowledge, no other Person is infringing, diluting, misappropriating or violating, nor has YDKN or any of the YDKN Subsidiaries sent any written communications alleging that any person has infringed, diluted, misappropriated or violated, any of the YDKN Intellectual Property owned by YDKN or a YDKN Subsidiary.

(b) For purposes of this Agreement, the term "Intellectual Property" means (i) trademarks, service marks, trade names and Internet domain names, together with all registrations and applications related to the foregoing; (ii) patents and patent applications; (iii) copyrights (including any registrations and applications for any of the foregoing); and (iv) computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations; and the term "YDKN Intellectual Property" means all Intellectual Property used or held for use in the operation of the business of YDKN or any of its Subsidiaries.

(c) At all times, (i) YDKN and each of the YDKN Subsidiaries have taken commercially reasonable actions to protect and maintain (A) all YDKN Intellectual Property and (B) the security and integrity of their software, databases, networks, systems, equipment and hardware and protect the same against unauthorized use, modification, or access thereto, or the introduction of any viruses or other unauthorized or damaging or corrupting elements, (ii) YDKN's and the YDKN Subsidiaries' computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communication lines and all other information technology equipment and all associated documents (the "IT Assets") operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required by YDKN in connection with its business, and have not materially malfunctioned or failed within the past two (2) years, (iii) to YDKN's knowledge, no Person has gained unauthorized access to the IT Assets and (iv) YDKN has implemented commercially reasonable backup and disaster recovery technology consistent with industry practices.

(d) YDKN Bank obtains its material data processing services, ATM and other information technology services exclusively through the contracts or agreements with the Persons described in Section 3.22(d) of the YDKN Disclosure Schedule ("DP Contracts"). A true and correct executed copy of each DP Contract, as in effect on the date hereof, has been made available to FNB. Other than the DP Contracts, YDKN has no agreement with any other Person for material data processing, ATM or other technology services.

3.23 Loans; Nonperforming and Classified Assets.

(a) Each loan, loan commitment, letter of credit or other extension of credit ("Loan") on the books and records of YDKN or any YDKN Subsidiary (i) was made and has

been serviced in all material respects in accordance with their customary lending standards in the ordinary course of business, (ii) is evidenced in all material respects by appropriate and sufficient documentation, (iii) to the extent secured, has been secured or is in the process of being secured, by valid Liens, which have been perfected or are in the process of being perfected, in accordance with all applicable Laws and, (iv) to the knowledge of YDKN, constitutes the legal, valid and binding obligation of the obligor named in the contract evidencing such Loan subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditor's rights or by general equity principles.

(b) YDKN has made available to FNB a listing as to YDKN and each YDKN Subsidiary as of the latest practicable date, which shall be a date no earlier than March 31, 2016: (i) any Loan with an outstanding balance of \$5,000,000 or more and under the terms of which the obligor is ninety (90) or more days delinquent in payment of principal or interest, or to YDKN's knowledge, in default of any other material provision thereof, (ii) each Loan that has been classified as "substandard", "doubtful", "loss" or "special mention" or words of similar import by YDKN, a YDKN Subsidiary or an applicable Regulatory Agency, (iii) a listing of the real estate classified as "Other Real Estate Owned" ("OREO") acquired by foreclosure or by deed-in-lieu thereof, including the book value thereof and (iv) each written or oral loan agreement, note or borrowing arrangement, including leases, credit enhancements, commitments, guarantees and interest-bearing assets, with any Affiliate. For purposes of this Agreement, "Affiliate" means, with respect to either party, any director, executive officer or five percent or greater shareholder of such party or such party's Subsidiaries, or to the knowledge of such party, any other Person controlling, controlled by or under common control with any of the foregoing. "Control", with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or any other means.

(c) All reserves or other allowances for loan losses reflected in YDKN's financial statements included in the YDKN Reports as of and for the year ended December 31, 2015 and as of and for the three (3) months ended March 31, 2016, comply in all material respects with the standards established by Governmental Entities and GAAP. Neither YDKN nor YDKN Bank has been notified in writing by any state or federal bank regulatory agency that YDKN's reserves are inadequate or that the practices and policies of YDKN in establishing its reserves for the year ended December 31, 2015 and the three (3) months ended March 31, 2016, and in accounting for delinquent and classified assets, fail to comply with applicable accounting or regulatory requirements.

(d) All Loans owned by YDKN or any YDKN Subsidiary, or in which YDKN or any YDKN Subsidiary has an interest, comply in all material respects with applicable Laws, including applicable usury statutes, underwriting and recordkeeping requirements, Regulation O and the Truth in Lending Act, the Equal Credit Opportunity Act, and the Real Estate Settlement Procedures Act.

(e) At the date of this Agreement, YDKN's and YDKN Bank's respective allowances for loan losses are sufficient for their reasonably anticipated loan losses, are in compliance with the standards established by applicable Governmental Entities and are adequate

under GAAP. YDKN and each YDKN Subsidiary hold the mortgages contained in its loan portfolio for its own benefit to the extent of its interest shown therein; such mortgages evidence liens having the priority indicated by the terms of such mortgages, including the associated loan documents, subject, as of the date of recordation or filing of applicable security instruments, only to such exceptions as are discussed in attorneys' opinions regarding title or in title insurance policies in the mortgage files relating to the Loans secured by real property or are not material as to the collectability of such Loans, and all Loans owned by YDKN and each YDKN Subsidiary are with full recourse to the borrowers, and neither of YDKN nor any YDKN Subsidiary has taken any action which would reasonably be likely to result in a waiver or negation of any rights or remedies available against the borrower or guarantor, if any, on any Loan. To the knowledge of YDKN, all applicable remedies against all borrowers and guarantors are enforceable except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights and except as may be limited by the exercise of judicial discretion in applying principles of equity.

(f) Each outstanding loan participation sold by YDKN or any YDKN Subsidiary was sold with the risk of non-payment of all or any portion of that underlying loan to be shared by each participant proportionately to the share of such loan represented by such participation without any recourse of such other lender or participant to YDKN or any YDKN Subsidiary for payment or repurchase of the amount of such loan represented by the participation or liability under any yield maintenance or similar obligation.

(g) Section 3.23(g) of the YDKN Disclosure Schedule sets forth a list of all Loans by YDKN Bank outstanding as of the date of this Agreement to any director, executive officer or principal shareholder (as such terms are defined in 12 C.F.R. Part 215) of YDKN or the YDKN Subsidiaries and there has been no default on, or forgiveness or waiver of, in whole or in part, any such Loan during the two (2) years immediately preceding the date hereof.

(h) YDKN has made available to FNB a listing, as of the latest practicable date, which shall be a date no earlier than March 31, 2016, by account, of: (i) all Loans, including loan participations, of YDKN or any other YDKN Subsidiary that have had their respective terms to maturity accelerated during the past twelve (12) months, (ii) all loan commitments or lines of credit of YDKN that have been terminated by YDKN during the past twelve (12) months by reason of a default or adverse developments in the condition of the borrower or other events or circumstances affecting the credit of the borrower, (iii) each borrower, customer or other party that has notified YDKN during the past twelve (12) months of, or has asserted against YDKN, in each case in writing, any "lender liability" or similar claim, and each borrower, customer or other party that has given YDKN any oral notification of, or orally asserted to or against YDKN, any such claim, (iv) all Loans, (A) that are contractually past due ninety (90) days or more in the payment of principal and/or interest, (B) that are on non-accrual status, (C) that as of the date of this Agreement are classified as "Other Loans Specially Mentioned", "Special Mention", "Substandard", "Doubtful", "Loss", "Classified", "Criticized", "Watch List" or words of similar import, together with the principal amount of and accrued and unpaid interest on each such loan and the identity of the obligor thereunder, (D) that are troubled debt restructurings under GAAP, or (E) where a specific reserve allocation exists in connection therewith and (v) all assets classified by YDKN as OREO and all other assets currently held that were acquired through foreclosure or in lieu of foreclosure.

(i) Except as would not, either individually or in the aggregate, reasonably be likely to have a Material Adverse Effect on YDKN, neither YDKN nor any of its Subsidiaries is bound by an agreement pursuant to which Loans or pools of Loans or participations in Loans have been sold that contains any obligation of YDKN or any of its Subsidiaries to repurchase such Loans or interests therein or that would entitle the buyer to pursue any other recourse against YDKN or any of the YDKN Subsidiaries.

3.24 Fiduciary Accounts. YDKN and each of the YDKN Subsidiaries have properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in all material respects in accordance with the terms of the governing documents and applicable Laws. To YDKN's knowledge, neither YDKN nor any of the YDKN Subsidiaries, nor any of their respective directors, officers or employees, has committed any breach of trust with respect to any fiduciary account and the records for each such fiduciary account are true and correct and accurately reflect the assets of such fiduciary account.

3.25 Bank Secrecy Act, Foreign Corrupt Practices Act and U.S.A. Patriot Act. YDKN Bank is in compliance in all material respects with the Bank Secrecy Act, the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act and all regulations promulgated thereunder. Except as would not be material to YDKN and the YDKN Subsidiaries, taken as a whole, YDKN Bank (i) has properly certified all foreign deposit accounts and has made all necessary tax withholdings on all of its deposit accounts, (ii) has timely and properly filed and maintained all requisite Currency Transaction Reports and other related forms, including any requisite Custom Reports required by any agency of the U.S. Department of the Treasury, including the IRS, and (iii) has timely filed all Suspicious Activity Reports with the Financial Crimes Enforcement Network (U.S. Department of the Treasury) required to be filed by it pursuant to the laws and regulations referenced in this Section.

3.26 Dissenters Rights. With respect to the transactions contemplated hereby, no holder of the capital stock of YDKN is entitled to exercise any appraisal rights provided for under Article 13 of the NCBCA or any successor statute, or any similar dissenters' or appraisal rights.

3.27 No Other Representations or Warranties.

(a) Except for the representations and warranties made by YDKN in this Article 3, neither YDKN nor any other person makes any express or implied representation or warranty with respect to YDKN, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and YDKN hereby disclaims any such other representations or warranties.

(b) YDKN acknowledges and agrees that neither FNB nor any other person has made or is making any express or implied representation or warranty other than those contained in Article 4.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF FNB

Except as (i) disclosed in the disclosure schedule delivered by FNB to YDKN prior to the execution of this Agreement (the “FNB Disclosure Schedule”) or (ii) as disclosed in any FNB Reports filed by FNB prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), FNB hereby represents and warrants to YDKN as follows:

4.1 Corporate Organization.

(a) FNB is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. FNB has the corporate power and authority and has all licenses, permits and authorizations of applicable Governmental Entities required to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where such failure to be so licensed or qualified would not have a Material Adverse Effect upon FNB.

(b) True and complete copies of the articles of incorporation (the “FNB Charter”) and bylaws of FNB (the “FNB Bylaws”), each as amended, supplemented, restated and/or otherwise modified and in effect as of the date of this Agreement, have previously been made available to YDKN.

(c) FNB Bank is a national banking association organized under the National Bank Act and regulated by OCC. FNB Bank is duly organized, and validly existing and in good standing under the laws of the United States and has the requisite power and authority, corporate or otherwise, to own its property and carry on its business as presently conducted, but is not qualified to do business in any other jurisdiction or required to be qualified to do business in any other jurisdiction except where the failure to be so qualified would not have a Material Adverse Effect on FNB. Each FNB Subsidiary (i) was duly organized, (ii) is validly existing and in good standing under the laws of its jurisdiction of organization, (iii) is duly licensed or qualified to do business in, and in good standing under the laws of, all jurisdictions, whether federal, state, local or foreign, where its ownership or leasing of property or the conduct of its business requires it to be so qualified and (iv) has all requisite corporate power and authority, and has all licenses, permits and authorizations of applicable Governmental Entities required, to own or lease its properties and assets and to carry on its business as now conducted, except for purposes of clause (iii) only, as would not be reasonably likely to have, either individually or in the aggregate, a Material Adverse Effect on FNB. The charter documents and bylaws of each Subsidiary of FNB that is a “significant subsidiary” within the meaning of Rule 1-02 of Regulation S-X of the SEC, copies of which have been made available to YDKN, are true and correct copies of such documents as amended, supplemented, restated and/or otherwise modified and in effect on the date of this Agreement.

4.2 Capitalization.

(a) The authorized capital stock of FNB consists of 500,000,000 shares of FNB Common Stock, of which, as of June 30, 2016, 210,120,601 shares were issued and outstanding, and 20,000,000 shares of preferred stock, \$0.01 par value (the “FNB Preferred Stock”), of which, as of the date of this Agreement, 110,877 shares were issued and outstanding. As of June 30, 2016, 1,286,025 shares of FNB Common Stock were held in FNB’s treasury. As of June 30, 2016, no shares of FNB Common Stock or FNB Preferred Stock were reserved for issuance, except for (i) 10,562,311 shares of FNB Common Stock reserved for issuance upon exercise of options issued or available for issuance pursuant to employee and director stock plans of FNB in effect as of the date of this Agreement (the “FNB Stock Plans”), and (ii) 1,034,533 shares of FNB Common Stock reserved for issuance pursuant to warrants issued to the Treasury Department (the “FNB Warrants”). All of the issued and outstanding shares of FNB Common Stock have been, and all shares of FNB Common Stock reserved for issuance as described in the foregoing clauses (i) – (ii), when issued in accordance with the terms of the stock plans, warrants and other instruments referred to in those clauses, will be duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. Except pursuant to this Agreement, the FNB Stock Plans and the FNB Warrants, FNB is not bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of FNB Common Stock or any other equity securities of FNB or any securities representing the right to purchase or otherwise receive any shares of FNB Common Stock. The shares of FNB Common Stock to be issued pursuant to the Merger have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid, nonassessable and free of preemptive rights.

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

4.3 Authority; No Violation.

(a) FNB has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions this Agreement contemplates, subject to the receipt of the Requisite FNB Vote and Requisite Regulatory Approvals. The execution and delivery of this Agreement and the consummation of the transactions this Agreement contemplates have been duly and validly approved by the Board of Directors of FNB. Except for the affirmative vote of a majority of votes cast at a meeting of FNB’s shareholders at which a

quorum is present approving the issuance of FNB Common Stock pursuant to this Agreement in accordance with Section 312.03 of the New York Stock Exchange Listed Company Manual (such affirmative shareholder vote, the “Requisite FNB Vote”), no other corporate approvals on the part of FNB are necessary to approve this Agreement or consummate the Merger. Other than those set forth in Section 1.8, no corporate approvals on the part of FNB or FNB Bank are necessary to approve the Bank Merger Agreement or consummate the Bank Merger. This Agreement has been duly and validly executed and delivered by FNB and, assuming the due authorization, execution and delivery of this Agreement by YDKN, constitutes the valid and binding obligation of FNB, enforceable against FNB in accordance with its terms, except in all cases as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability relating to or affecting the rights of insured depository institutions or the rights of creditors generally and the availability of equitable remedies.

(b) Neither the execution and delivery of this Agreement by FNB, nor the consummation by FNB of the transactions this Agreement contemplates, nor compliance by FNB with any of the terms or provisions of this Agreement, will (i) violate any provision of the FNB Charter or the FNB Bylaws or (ii) assuming that the consents, approvals and filings referred to in Section 4.4 are duly obtained and/or made and are in full force and effect, (A) violate any Law applicable to FNB, any of its Subsidiaries or any of their respective properties or assets, or (B) violate, conflict with, result in a breach of any provision of, constitute a default, or an event which, with notice or lapse of time, or both, would constitute a default under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of FNB or any of its Subsidiaries under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which FNB or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected, except for such violations, conflicts, breaches, defaults, terminations, cancellations, accelerations or creations with respect to clause (ii) that are not reasonably likely to have, either individually or in the aggregate, a Material Adverse Effect on FNB.

4.4 Consents and Approvals. Except for (a) the filing of applications and notices, as applicable, with the Federal Reserve Board under the BHC Act, with the NCCOB under Chapters 53 and 53C of the North Carolina General Statutes, and with the OCC under the National Bank Act and Bank Merger Act, and approval of such applications and notices, (b) the filing with the SEC of the Joint Proxy Statement and the filing and declaration of effectiveness of the Registration Statement, (c) the filing of North Carolina Articles of Merger with, and its acceptance for record by, the Secretary of State of the State of North Carolina pursuant to the NCBCA, and the filing of the Florida Articles of Merger with, and its acceptance for record by, the Secretary of State of the State of Florida pursuant to the FBCA, and the filing of the Bank Merger Certificates, and (d) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of FNB Common Stock pursuant to this Agreement and approval of listing such FNB Common Stock issuable in the Merger on the NYSE, no consents or approvals of or filings or registrations with any Governmental Entity or SRO are necessary in connection with (i) the execution and delivery by FNB of this Agreement and (ii) the consummation by FNB of the

Merger and the other transactions this Agreement contemplates. No event has occurred, nor has any circumstance arisen, that, to the knowledge of FNB, would reasonably be likely, either individually or together with any other event or circumstance, to impair the ability to obtain or materially delay the receipt of the Requisite Regulatory Approvals on a timely basis or result in the imposition of a Materially Burdensome Regulatory Condition.

4.5 Reports. FNB and each of its Subsidiaries have in all material respects timely filed all reports, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file since January 1, 2014 with the applicable Regulatory Agencies (other than the OCC) and with each other applicable Governmental Entity, and all other reports and statements required to be filed by them since January 1, 2014, including any report or statement required to be filed pursuant to the laws, rules or regulations of the United States, any state, any local government, any foreign entity, or any Regulatory Agency (other than the OCC), and have paid all fees and assessments due and payable in connection therewith.

4.6 SEC Reports; Financial Statements.

(a) FNB has filed or furnished on a timely basis to the SEC, all material forms, reports, schedules, statements and other documents required to be filed or furnished by it to the SEC under the Securities Act, under the Exchange Act, or under the securities regulations of the SEC, since January 1, 2014 (all such filed or furnished documents, together with all exhibits and schedules thereto and all information incorporated therein by reference, the “FNB Reports”). As of their respective filing dates (and, in the case of registration statements and proxy statements, as of the dates of effectiveness and the dates of mailing, respectively), except to the extent that any FNB Report has been amended by a subsequently filed FNB Report prior to the date hereof, in which case, as of the date of such amendment, (i) the FNB Reports complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and (ii) none of the FNB Reports contained any 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. None of FNB’s Subsidiaries is required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act.

(b) The financial statements (including the related notes thereto) included (or incorporated by reference) in the FNB Reports comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except, in each case, as may be expressly indicated in such statements or in the notes thereto) and fairly present in all material respects the consolidated financial position of FNB and its Subsidiaries as of the dates thereof and their respective consolidated results of operations, changes in shareholders’ equity and changes in cash flows for the periods then ended (subject, in the case of unaudited statements, to year-end normal and recurring audit adjustments that were not, or are not expected to be, material in amount), all in accordance with GAAP and the applicable rules and regulations promulgated by the SEC.

(c) There are no outstanding comments from or material unresolved issues raised by the SEC staff with respect to the FNB Reports.

(d) The books and records of FNB and its Subsidiaries have been since January 1, 2014, and are being maintained in all material respects in accordance with applicable legal and accounting requirements and reflect only actual transactions. The records, systems, controls, data and information of FNB and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of FNB or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be likely to have a material adverse effect on the system of internal accounting controls described in the following sentence. FNB and its Subsidiaries have implemented and maintain a system of internal accounting controls effective to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. FNB (i) has implemented and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) effective to ensure that material information relating to FNB, including its consolidated Subsidiaries, is made known to the Chief Executive Officer and the Chief Financial Officer of FNB by others within those entities to allow timely decisions regarding required disclosure and to make the certifications required by the Exchange Act with respect to the FNB Reports and (ii) has disclosed, based on its most recent evaluation prior to the date of this Agreement, to FNB's outside auditors and the audit committee of the Board of Directors of FNB (A) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that would be reasonably likely to adversely affect FNB's ability to accurately record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in FNB's internal control over financial reporting.

(e) Since January 1, 2014, (A) neither FNB nor any of its Subsidiaries nor, to the knowledge of FNB, any director, officer, employee, auditor, accountant or representative of FNB or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of FNB or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that FNB or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (B) no attorney representing FNB or any of its Subsidiaries, whether or not employed by FNB or any of its Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by FNB or any of its officers, directors, employees or agents to the Board of Directors of FNB or any committee thereof or, to the knowledge of FNB, to any of FNB's directors or officers.

4.7 **Broker's Fees.** Except for RBC Capital Markets LLC, neither FNB nor any FNB Subsidiary nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions this Agreement contemplates.

4.8 Absence of Certain Changes or Events. Since December 31, 2015, (i) FNB and the FNB Subsidiaries have, except in connection with the negotiation and execution and delivery of this Agreement, carried on their respective businesses in all material respects in the ordinary course consistent with past practice and (ii) there has not been any Material Adverse Effect with respect to FNB.

4.9 Legal Proceedings.

(a) There is no pending, or, to FNB's knowledge, threatened, litigation, action, suit, proceeding, investigation or arbitration by any Person or Governmental Entity relating to FNB, any of its Subsidiaries or any of their respective properties or permits, licenses or authorizations that has had, or is reasonably likely to have, a Material Adverse Effect on FNB.

(b) There is no judgment or order of any Governmental Entity or regulatory restriction, other than those of general application that apply to similarly situated financial or bank holding companies or their Subsidiaries, that has been imposed upon FNB, any of its Subsidiaries or the assets of FNB or any of the FNB Subsidiaries, that has had, or is reasonably likely to have, a Material Adverse Effect on FNB.

4.10 Taxes and Tax Returns. Each of FNB and the FNB Subsidiaries has duly and timely filed, including all applicable extensions, all income and other material Tax Returns required to be filed by it on or prior to the date of this Agreement, all such Tax Returns being accurate and complete in all material respects, has timely paid or withheld and timely remitted all Taxes shown thereon as arising and has duly and timely paid or withheld and timely remitted all material Taxes, whether or not shown on any Tax Return, that are due and payable or claimed to be due from it by a Governmental Entity, other than Taxes that (i) are not yet delinquent or are being contested in good faith, which have not been finally determined, and (ii) have been adequately reserved against in accordance with GAAP. All required estimated Tax payments sufficient to avoid any underpayment penalties or interest have been made by or on behalf of each of FNB and its Subsidiaries. Neither FNB nor any of the FNB Subsidiaries has granted any extension or waiver of the limitation period for the assessment or collection of Tax that remains in effect. There are no disputes, audits, examinations or proceedings in progress or pending, including any notice received of any intent to conduct an audit or examination, or claims asserted, for Taxes upon FNB or any of the FNB Subsidiaries. No claim has been made by a Governmental Entity in a jurisdiction where FNB or any of the FNB Subsidiaries has not filed Tax Returns such that FNB or any of the FNB Subsidiaries is or may be subject to taxation by that jurisdiction. All deficiencies asserted or assessments made as a result of any examinations by any Governmental Entity of the Tax Returns of, or including, FNB or any of its Subsidiaries have been fully paid. No issue has been raised by a Governmental Entity in any prior examination or audit of each of FNB and its Subsidiaries which, by application of the same or similar principles, could reasonably be expected to result in a proposed deficiency in respect of such Governmental Entity for any subsequent taxable period. There are no Liens for Taxes, other than statutory liens for Taxes not yet due and payable, upon any of the assets of FNB or any of its Subsidiaries. There are no Liens for Taxes, other than statutory liens for Taxes not yet due and payable, upon any of the assets of FNB or any of the FNB Subsidiaries. Neither FNB nor any of the FNB Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement, other than such an agreement or arrangement

exclusively between or among FNB and the FNB Subsidiaries. Neither FNB nor any of the FNB Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return, other than a group the common parent of which was FNB, or (B) has any liability for the Taxes of any Person, other than FNB or any of the FNB Subsidiaries, under Treas. Reg. § 1.1502-6, or any similar provision of state, local or foreign Law, or as a transferee or successor, by contract or otherwise. Neither FNB nor any of the FNB Subsidiaries has been, during the two-year period ending on the date hereof, a “distributing corporation” or a “controlled corporation”, within the meaning of Section 355(a)(1)(A) of the Code in a distribution of stock intended to be governed in whole or in part by Sections 355 of the Code. FNB is not and has not been a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Neither FNB, its Subsidiaries nor any other Person on their behalf has executed or entered into any written agreement with, or obtained or applied for any written consents or written clearances or any other Tax rulings from, nor has there been any written agreement executed or entered into on behalf of any of them with any Governmental Entity, relating to Taxes, including any IRS private letter rulings or comparable rulings of any Governmental Entity and closing agreements pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of any applicable Law, which rulings or agreements would have a continuing effect after the Effective Time. Neither FNB nor any of the FNB Subsidiaries has engaged in any transaction that is the same as or substantially similar to one of the types of transactions that the IRS 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 Treas. Reg. § 1.6011-4(b)(2). FNB has made available to YDKN complete copies of (i) all federal, state, local and foreign income or franchise Tax Returns of FNB and its Subsidiaries relating to the taxable periods beginning on and after January 1, 2012, and (ii) any audit report issued within the last three years relating to any Taxes due from or with respect to FNB or its Subsidiaries. Neither FNB, nor any of the FNB Subsidiaries will be required to include any item of material income in, or exclude any material item of deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) installment sale or open transaction disposition made on or prior to the Effective Time, (iii) prepaid amount received on or prior to the Closing Date or (iv) deferred intercompany gain or any excess loss account of FNB or any of the FNB Subsidiaries for periods or portions of periods described in Treasury Regulations under Section 1502 of the Code, or any corresponding or similar provision of state, local or foreign Law, for periods, or portions thereof, ending on or before the Closing Date. Neither FNB nor any of the FNB Subsidiaries has taken any action, or knows of any fact or circumstance, that could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

4.11 Employee Benefits. For purposes of this Agreement, the following terms shall have the following meanings:

“FNB Benefit Plan” means any employee benefit or compensation plan, program, policy, practice, or other arrangement providing benefits to any current or former employee, officer or director of FNB or any of its Subsidiaries or any beneficiary or dependent thereof that is sponsored or maintained by FNB or any of its Subsidiaries or to which FNB or any of its Subsidiaries contributes or is obligated to contribute, whether or not written, including any

employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA, whether or not such plan is subject to ERISA, and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, equity compensation, severance, employment, change of control or fringe benefit plan, program or policy.

“FNB Employment Agreement” means a contract, offer letter or agreement of FNB or any of its Subsidiaries with or addressed to any individual who is rendering or has rendered services thereto as an employee pursuant to which FNB or any of its Subsidiaries has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services.

(a) Section 4.11(a) of the FNB Disclosure Schedule includes a complete list of all FNB Benefit Plans and all FNB Employment Agreements.

(b) With respect to each FNB Benefit Plan, FNB made available to YDKN a true, correct and complete copy of: (i) each writing constituting a part of such FNB Benefit Plan, including all plan documents, trust agreements, and insurance contracts and other funding vehicles, (ii) the two most recent Annual Reports (Form 5500 Series) and accompanying schedules, if any, (iii) the current summary plan description and any summaries of material modifications, (iv) the most recent annual financial report, if any, (v) the most recent actuarial report, if any, (vi) the most recent determination or opinion letter from the IRS, if any, and (vii) the most recent minimum coverage and discrimination testing results, if any. FNB has delivered or made available to YDKN a true, correct and complete copy of each FNB Employment Agreement.

(c) All contributions required to be made to any FNB Benefit Plan by applicable Law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any FNB Benefit Plan, for the period six (6) years prior to and through the date of this Agreement, have been timely made or paid in full. Each FNB Benefit Plan that is an employee welfare benefit plan under Section 3(1) of ERISA either (i) is funded through an insurance company contract and is not a “welfare benefit fund” within the meaning of Section 419 of the Code, (ii) is self-funded, or (iii) is unfunded.

(d) With respect to each FNB Benefit Plan, FNB and its Subsidiaries have complied in all material respects, with all provisions of ERISA, the Code and all Laws and regulations applicable to such FNB Benefit Plans. Each FNB Benefit Plan has been administered in all material respects in accordance with its terms. There are not now, nor do any circumstances exist that would reasonably be likely to give rise to, any requirement for the posting of security with respect to a FNB Benefit Plan or the imposition of any material lien on the assets of FNB or any of its Subsidiaries under ERISA or the Code. Section 4.11(d) of the FNB Disclosure Schedule identifies each FNB Benefit Plan that is intended to be a “qualified plan” within the meaning of Section 401(a) of the Code (“FNB Qualified Plans”). The IRS has issued a favorable determination letter with respect to each FNB Qualified Plan and the related trust which has not been revoked, or FNB is entitled to rely on a favorable opinion issued by the IRS. To the knowledge of FNB, there are no existing circumstances and no events have occurred that would reasonably be likely to adversely affect the qualified status of any FNB Qualified

Plan or the related trust. None of FNB and its Subsidiaries nor, to FNB's knowledge, any other Person, including any fiduciary, has engaged in any "prohibited transaction", as defined in Section 4975 of the Code or Section 406 of ERISA, which would reasonably be likely to subject FNB, any of its Subsidiaries or any Person that FNB or any of its Subsidiaries has an obligation to indemnify, to any material Tax or penalty imposed under Section 4975 of the Code or Section 502 of ERISA.

(e) No FNB Benefit Plan that is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code has failed to satisfy the minimum funding standards contained in Section 302 of ERISA and Section 412 of the Code. With respect to such FNB Benefit Plans: (A) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, (B) all premiums to the PBGC have been timely paid in full, (C) no liability, other than for premiums to the PBGC, under Title IV of ERISA has been or would reasonably be likely to be incurred by FNB or any of its Subsidiaries and (D) the PBGC has not instituted proceedings to terminate any such FNB Benefit Plan and, to FNB's knowledge, no condition exists that makes it reasonably likely that such proceedings will be instituted or which would reasonably be likely to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such FNB Benefit Plan.

(f) (i) No FNB Benefit Plan is a Multiemployer Plan or a Multiple Employer Plan, (ii) none of FNB and its Subsidiaries nor any of their respective ERISA Affiliates has, at any time during the last six (6) years, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan and (iii) none of FNB and its Subsidiaries nor any of their respective ERISA Affiliates has incurred, during the last six (6) years, any Withdrawal Liability that has not been satisfied in full. There does not now exist, nor do any circumstances exist that would reasonably be likely to result in, any Controlled Group Liability that would be a liability of FNB or any of its Subsidiaries following the Effective Time, other than such liabilities that arise solely out of, or relate solely to, the FNB Benefit Plans or the FNB Employment Agreements. Without limiting the generality of the foregoing, neither FNB nor any of its Subsidiaries, nor, to FNB's knowledge, any of their respective ERISA Affiliates, has engaged in any transaction described in Sections 4069, 4204 or 4212 of ERISA.

(g) Other than as set forth in Section 4.11(g) of the FNB Disclosure Schedule, FNB and its Subsidiaries have no liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof, except for health continuation coverage as required by Section 4980B of the Code, Part 6 of Title I of ERISA or applicable Law.

(h) No labor union, labor organization, or works council has made a demand for recognition or certification for representation of employees of FNB or its Subsidiaries, and there are no representations, certification proceedings, or petitions seeking a representation proceeding presently pending or, to FNB's knowledge, threatened against FNB or its Subsidiaries. Each of FNB and its Subsidiaries is in compliance in all material respects with all applicable Laws and collective bargaining agreements respecting employment and employment practices and terms and conditions of employment, including but not limited to wage and hour, worker classification, occupational safety and health, immigration, and the Worker Adjustment and Retraining Notification Act and any similar law.

4.12 Compliance with Applicable Law. FNB and each of the FNB Subsidiaries hold all licenses, franchises, permits and authorizations necessary for the lawful conduct of their respective businesses under, and have complied in all material respects with, all Laws applicable to FNB or any of the FNB Subsidiaries, including the Equal Credit Opportunity Act and Regulation B, the United States Foreign Corrupt Practices Act, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot) Act of 2001, the Bank Secrecy Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Regulation O, any regulations promulgated by the Consumer Financial Protection Bureau or the OCC, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, and any other law relating to bank secrecy, discriminatory lending, financing or leasing practices, money laundering prevention, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans and applicable limits on loans to one borrower, except where such failure to hold or such noncompliance is not reasonably likely to, either individually or in the aggregate, have a Material Adverse Effect on FNB. FNB and each of the FNB Subsidiaries have been and are in compliance in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act and (ii) the applicable listing and corporate governance rules and regulations of the NYSE.

4.13 Contracts. Except for matters that have not had and would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on FNB, (a) none of FNB nor any of its Subsidiaries is, with or without the lapse of time or the giving of notice, or both, in breach or default in any material respect under any material contract, lease, license or other agreement or instrument, (b) to the knowledge of FNB, none of the other parties to any such material contract, lease, license or other agreement or instrument (excluding instruments or agreements relating to Loans) is, with or without the lapse of time or the giving of notice, or both, in breach or default in any material respect thereunder and (c) neither FNB nor any of its Subsidiaries has received any written notice of the intention of any party to terminate or cancel any such material contract, lease, license or other agreement or instrument, whether as a termination or cancellation for convenience or for default of FNB or any of its Subsidiaries.

4.14 FNB Regulatory Matters.

(a) FNB is duly registered with the Federal Reserve Board as a bank holding company under the BHC Act. FNB has effectively elected to become, and continues to meet the criteria of, a financial holding company under the BHC Act.

(b) The deposit accounts of FNB Bank are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by Law, and all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or, to FNB's knowledge, threatened. FNB Bank received a rating of "satisfactory" in its most recent examination under the Community Reinvestment Act.

(c) Since January 1, 2014, neither FNB nor any of its Subsidiaries is party to, or the subject of, any cease-and-desist order, consent order, written agreement, order for civil money penalty, refund, restitution, prompt corrective action directive, memorandum of understanding, supervisory letter, individual minimum capital requirement, operating agreement, or any other formal or informal enforcement action issued or required by, or entered into with, any Regulatory Agency or other Governmental Entity. Neither FNB nor any of its Subsidiaries has made, adopted, or implemented any commitment, board resolution, policy, or procedure at the request or recommendation of any Regulatory Agency or other Governmental Entity that limits in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its payment of dividends or distribution of capital, its credit or risk management, its compliance program, its management, its growth, or its business. Neither FNB nor any of its Subsidiaries has reason to believe that any Regulatory Agency or other Governmental Entity is considering issuing, initiating, ordering, requesting, recommending, or otherwise proceeding with any of the items referenced in this paragraph.

(d) Except for examinations of FNB and its Subsidiaries conducted by their respective primary functional regulators in the ordinary course of business, no Regulatory Agency or other Governmental Entity has initiated, threatened, or has pending any proceeding or, to the knowledge of FNB, any inquiry or investigation into the business or operations of FNB or any of its Subsidiaries, except where such proceeding, inquiry, or investigation would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on FNB or to prevent or materially delay receipt of the Requisite Regulatory Approvals.

(e) There is no unresolved violation, apparent violation, criticism, matter requiring attention, recommendation, or exception cited, made, or threatened by any Regulatory Agency or other Governmental Entity in any report of examination, report of inspection, supervisory letter or other communication with FNB or any of its Subsidiaries that (i) relates to anti-money laundering, economic sanctions, or consumer protection, (ii) would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on FNB or (iii) would reasonably be likely to prevent or materially delay the receipt of the Requisite Regulatory Approvals.

4.15 Undisclosed Liabilities. Neither FNB nor any of its Subsidiaries has, and since December 31, 2015, neither FNB nor any of its Subsidiaries has incurred, any liabilities or obligations, whether accrued, absolute, contingent or otherwise, known or unknown, whether due or to become due, except for (i) those liabilities properly accrued or reserved against in the unaudited consolidated balance sheet of FNB and its Subsidiaries as of March 31, 2016 included in the FNB Reports, (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since March 31, 2016, (iii) liabilities and obligations that are not material to FNB and its Subsidiaries, taken as a whole, and (iv) any liabilities incurred with respect to the transactions contemplated by this Agreement.

4.16 Environmental Liability. To FNB's knowledge, (i) FNB and its Subsidiaries are in compliance in all material respects with applicable Environmental Laws, (ii) no Contamination exceeding applicable cleanup standards or remediation thresholds under any Environmental Law exists at any real property, including buildings or other structures, currently or formerly owned or operated by FNB or any of its Subsidiaries, that would reasonably be likely

to result in a material Environmental Liability for FNB or its Subsidiaries, (iii) no Contamination exists at any real property owned by a third party that would reasonably be likely to result in a material Environmental Liability for FNB or its Subsidiaries, (iv) neither FNB nor any of its Subsidiaries has received any written notice, demand letter, claim or request for information alleging any material violation of, or liability under, any Environmental Law, (v) neither FNB nor any of its Subsidiaries is subject to any order, decree, injunction or other agreement with any Governmental Entity or any third party under any Environmental Law that would reasonably be likely to result in a material Environmental Liability of FNB or its Subsidiaries and (vi) FNB has made available to YDKN copies of all material environmental reports or studies, sampling data, correspondence and filings in its possession or relating to FNB, its Subsidiaries and any currently owned or leased property of FNB which were prepared in the last two (2) years.

4.17 Reorganization. As of the date of this Agreement, to the knowledge of FNB, no fact or circumstance exists that would reasonably be likely to prevent the Merger from qualifying for the Intended Tax Treatment.

4.18 Insurance. FNB and the FNB Subsidiaries are insured with reputable insurers against such risks and in such amounts as are set forth in Section 4.18 of the FNB Disclosure Schedule and as their management reasonably have determined to be prudent in accordance with industry practices.

4.19 Investment Securities. Except where failure to be true would not reasonably be likely to have a Material Adverse Effect on FNB, (a) each of FNB and the FNB Subsidiaries has good title to all securities owned by it, except those securities sold under repurchase agreements securing deposits, borrowings of federal funds or borrowings from the Federal Reserve Banks or the Federal Home Loan Banks or held in any fiduciary or agency capacity, free and clear of any Liens, except to the extent such securities are pledged in the ordinary course of business to secure obligations of FNB or the FNB Subsidiaries, and (b) such securities are valued on the books of FNB in accordance with GAAP in all material respects.

4.20 Intellectual Property.

(a) (i) FNB and the FNB Subsidiaries own or have a valid license to use all material FNB Intellectual Property, free and clear of all Liens, royalty or other payment obligations (except for royalties or payments with respect to off-the-shelf software at standard commercial rates), (ii) to the knowledge of FNB, FNB Intellectual Property constitutes all of the Intellectual Property necessary to carry on the business of FNB and the FNB Subsidiaries as currently conducted, (iii) FNB Intellectual Property that is registered and owned by FNB or any of the FNB Subsidiaries, and to the knowledge of FNB, all other registered FNB Intellectual Property, has not been cancelled, forfeited, expired or abandoned, (iv) FNB Intellectual Property that is registered is valid, and neither FNB nor any of the FNB Subsidiaries has received written notice challenging the validity or enforceability of FNB Intellectual Property, and (v) to the knowledge of FNB, the conduct of the business of FNB and the FNB Subsidiaries does not violate, misappropriate or infringe upon the Intellectual Property rights of any other Person, nor to the knowledge of FNB has FNB or any of the FNB Subsidiaries received any written

communications alleging that any of them has infringed, diluted, misappropriated or violated any of the Intellectual Property of any other Person. To FNB's knowledge, no other Person is infringing, diluting, misappropriating or violating, nor has FNB or any of the FNB Subsidiaries sent any written communications alleging that any person has infringed, diluted, misappropriated or violated, any of the FNB Intellectual Property owned by FNB or a FNB Subsidiary.

(b) For the purposes of this Agreement, the term "FNB Intellectual Property" means all Intellectual Property used or held for use in the operation of the business of FNB or any of its Subsidiaries

(c) At all times, (i) FNB and each of the FNB Subsidiaries have taken commercially reasonable actions to protect and maintain (A) all FNB Intellectual Property and (B) the security and integrity of their software, databases, networks, systems, equipment and hardware and protect the same against unauthorized use, modification, or access thereto, or the introduction of any viruses or other unauthorized or damaging or corrupting elements, (ii) FNB's and the FNB Subsidiaries' IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required by FNB in connection with its business, and have not materially malfunctioned or failed within the past two (2) years, (iii) to FNB's knowledge, no Person has gained unauthorized access to the IT Assets and (iv) FNB has implemented commercially reasonable backup and disaster recovery technology consistent with industry practices.

4.21 Loans; Nonperforming and Classified Assets.

(a) Each Loan on the books and records of FNB or any FNB Subsidiary (i) was made and has been serviced in all material respects in accordance with their customary lending standards in the ordinary course of business, (ii) is evidenced in all material respects by appropriate and sufficient documentation, (iii) to the extent secured, has been secured or is in the process of being secured, by valid Liens, which have been perfected or are in the process of being perfected, in accordance with all applicable Laws and, (iv) to the knowledge of FNB, constitutes the legal, valid and binding obligation of the obligor named in the contract evidencing such Loan subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditor's rights or by general equity principles.

(b) FNB has made available to YDKN a listing as to FNB and each FNB Subsidiary as of the latest practicable date, which shall be a date no earlier than January 1, 2015: (i) any Loan with an outstanding balance of \$5,000,000 or more and under the terms of which the obligor is ninety (90) or more days delinquent in payment of principal or interest, or to FNB's knowledge, in default of any other material provision thereof, (ii) each Loan that has been classified as "substandard", "doubtful", "loss" or "special mention" or words of similar import by FNB, a FNB Subsidiary or an applicable Regulatory Agency, (iii) a listing of the OREO acquired by foreclosure or by deed-in-lieu thereof, including the book value thereof and (iv) each written or oral loan agreement, note or borrowing arrangement, including leases, credit enhancements, commitments, guarantees and interest-bearing assets, with any Affiliate.

(c) All reserves or other allowances for loan losses reflected in FNB's financial statements included in the FNB Reports as of and for the year ended December 31, 2015 and as of and for the three (3) months ended March 31, 2016, comply in all material respects with the standards established by Governmental Entities and GAAP. Neither FNB nor FNB Bank has been notified in writing by any state or federal bank regulatory agency that FNB's reserves are inadequate or that the practices and policies of FNB in establishing its reserves for the year ended December 31, 2015 and the three (3) months ended March 31, 2016, and in accounting for delinquent and classified assets, fail to comply with applicable accounting or regulatory requirements.

(d) All Loans owned by FNB or any FNB Subsidiary, or in which FNB or any FNB Subsidiary has an interest, comply in all material respects with applicable Laws, including applicable usury statutes, underwriting and recordkeeping requirements, Regulation O and the Truth in Lending Act, the Equal Credit Opportunity Act, and the Real Estate Settlement Procedures Act.

4.22 Fiduciary Accounts. FNB and each of its Subsidiaries has properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in all material respects in accordance with the terms of the governing documents and applicable Laws. To FNB's knowledge, neither FNB nor any of its Subsidiaries, nor any of their respective directors, officers or employees, has committed any breach of trust with respect to any fiduciary account and the records for each such fiduciary account are true and correct and accurately reflect the assets of such fiduciary account.

4.23 Ownership of YDKN Shares. As of the date hereof, neither FNB, nor, to the knowledge of FNB, any of its affiliates or associates (as such terms are defined under the Exchange Act), (i) beneficially owns, directly or indirectly, any shares of YDKN Common Stock, or (ii) is a party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, any shares of YDKN Common Stock. None of FNB or its Subsidiaries is now, nor at any time within the last three (3) years has been, an "interested shareholder" or an affiliate of an interested shareholder, as such terms are defined in Section 55-9-02 of the NCBCA.

4.24 Bank Secrecy Act, Foreign Corrupt Practices Act and U.S.A. Patriot Act. FNB Bank is in compliance in all material respects with the Bank Secrecy Act, the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act and all regulations promulgated thereunder. Except as would not be material to FNB and its Subsidiaries, taken as a whole, FNB Bank (i) has properly certified all foreign deposit accounts and has made all necessary tax withholdings on all of its deposit accounts, (ii) has timely and properly filed and maintained all requisite Currency Transaction Reports and other related forms, including any requisite Custom Reports required by any agency of the U.S. Department of the Treasury, including the IRS, and (iii) has timely filed all Suspicious Activity Reports with the Financial Crimes Enforcement Network (U.S. Department of the Treasury) required to be filed by it pursuant to the laws and regulations referenced in this Section.

4.25 No Other Representations or Warranties.

(a) Except for the representations and warranties made by FNB in this Article 4, neither FNB nor any other person makes any express or implied representation or warranty with respect to FNB, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and FNB hereby disclaims any such other representations or warranties.

(b) FNB acknowledges and agrees that neither YDKN nor any other person has made or is making any express or implied representation or warranty other than those contained in Article 3.

ARTICLE 5

COVENANTS RELATING TO CONDUCT OF BUSINESS

5.1 Conduct of Businesses Prior to the Effective Time.

(a) During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as expressly contemplated or permitted by this Agreement or as otherwise required by Law or regulatory directive, each of FNB and YDKN shall, and shall cause each of their respective Subsidiaries to (i) conduct its business in the ordinary course in all material respects, (ii) use reasonable best efforts to maintain and preserve intact its business organization, employees and advantageous business relationships and retain the services of its key officers and key employees and (iii) take no action that would reasonably be likely to prevent or materially impede or delay the obtaining of, or materially adversely affect the ability of the parties expeditiously to obtain, any necessary approvals of any Regulatory Agency, Governmental Entity or any other person or entity required for the transactions this Agreement contemplates or to perform its respective covenants and agreements under this Agreement or to consummate the transactions contemplated by this Agreement.

(b) Subject to applicable Law, including Laws with respect to the exchange of information, the disclosure of confidential supervisory information, the protection of personally identifiable information and the exercise of a controlling influence over the management or policies of another Person, YDKN agrees that between the date of this Agreement and the Effective Time:

(i) (1) the materials to be presented at the meetings of any YDKN Bank loan committee shall be provided to a designated representative of FNB at the same time such materials are provided to such loan committee; (2) YDKN shall provide the minutes of each such meeting to the designated FNB representative promptly after such meeting; (3) YDKN shall prepare and furnish to FNB at least quarterly an update of the reserves and other allowances for loan losses reflected in YDKN's financial statements included in the YDKN Reports as of and for the year ended December 31, 2015 and for the three months ended March 31, 2016; (4) YDKN shall promptly notify FNB if YDKN or any YDKN Subsidiary has been notified by any state or federal bank Regulatory Agency that its reserves are inadequate or that its practices for establishing its reserves or

in accounting for delinquent and classified assets generally fail to comply with applicable accounting or regulatory requirements, or that any Regulatory Agency having jurisdiction over YDKN or any YDKN Subsidiary or YDKN's independent auditor believes such reserves to be inadequate or inconsistent with the historical loss experience of YDKN; (5) YDKN shall prepare and furnish to FNB at least monthly an updated list of all extensions of credit and OREO that have been classified by YDKN or any YDKN Subsidiary as other loans specifically mentioned, special mention, substandard, doubtful, loss, classified or criticized, credit risk assets, concerned loans or words of similar import; (6) YDKN shall provide the YDKN Bank underwriting materials and documentation to the designated FNB representative for each SBA Loan in excess of \$2,500,000 at such time that such materials and documentation are presented to any YDKN or YDKN Bank director loan committee for review; (7) YDKN shall provide the YDKN Bank underwriting materials and documentation to the designated FNB representative for each Loan for residential development or to a builder or for land purchase or land development with a principal balance in excess of \$3,000,000; and (8) YDKN acknowledges that FNB reserves the right to observe the loan approval process by the Board of Directors of YDKN Bank or any loan committee of YDKN or YDKN Bank;

(ii) upon request of FNB, YDKN shall furnish to FNB such information to which YDKN has access or prepares in the ordinary course of business as FNB may reasonably request regarding any loans, loan relationships and commitments of YDKN Bank entered into between June 30, 2016, and the date hereof; and

(iii) upon request of FNB, YDKN shall furnish to FNB such information to which YDKN has access or prepares in the ordinary course of business as FNB may reasonably request regarding any loans, loan relationships and commitments of YDKN Bank entered into after the date hereof in which the amount involved is equal to or greater than (i) \$7,500,000 on a secured basis and (ii) \$1,000,000 on an unsecured or undersecured basis.

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

(a) (i) other than (A) regular quarterly cash dividends by YDKN at a rate not in excess of \$0.10 per share of YDKN Common Stock or (B) dividends and distributions by a direct or indirect Subsidiary of YDKN to YDKN or any direct or indirect wholly owned Subsidiary of YDKN, declare, set aside or pay any dividends on, make any other distributions in respect of, or enter into any agreement with respect to the voting of, any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock, except upon the exercise of YDKN Stock Options in accordance with their present terms or (iii) purchase, redeem or otherwise acquire any shares of capital stock or other securities of YDKN or any of the YDKN Subsidiaries, or any rights, warrants or options to acquire any such shares or other

securities, except for withholding of shares in satisfaction of tax obligations upon the settlement of any YDKN Restricted Stock Award or the exercise of any YDKN Stock Option;

(b) grant any stock options, stock appreciation rights, restricted stock awards, phantom stock awards or performance share awards, or other equity or equity-based awards with respect to shares of YDKN Common Stock, except as required by an existing contract, plan, arrangement or policy, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock, or issue any additional shares of capital stock or other securities, other than the issuance of shares of YDKN Common Stock upon the exercise of YDKN Stock Options;

(c) amend the YDKN Articles, YDKN Bylaws or other comparable organizational documents of any of the YDKN Subsidiaries;

(d) (i) acquire or agree to acquire by merging or consolidating with, or by purchasing any assets or any equity securities of, or by any other manner, any business or any Person, or otherwise acquire or agree to acquire any assets except (x) assets acquired upon foreclosure, (y) assets acquired in the ordinary course of business consistent with past practice that do not exceed \$1,000,000 in the aggregate or (z) with respect to capital expenditures (which shall be subject to Section 5.2(k)), or (ii) except as set forth in Section 5.2(d)(ii) of the YDKN Disclosure Schedule, open, acquire, close or sell any branches;

(e) except as set forth in Section 5.2(e) of the YDKN Disclosure Schedule, sell, transfer, mortgage, encumber or otherwise dispose of any of its properties or assets to any individual, corporation or other entity other than a wholly owned Subsidiary, or cancel, release or assign any indebtedness to any such person or any claims held by any such person, in each case other than in the ordinary course of business for an amount not in excess of \$500,000 individually or \$1,000,000 in the aggregate;

(f) (i) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for the obligations of any Person, other than YDKN or any YDKN Subsidiary, except for (A) borrowings having a maturity of not more than 90 days under existing credit facilities, (B) renewals, extensions or replacements of such existing credit facilities that (1) are incurred in the ordinary course of business consistent with past practice, (2) do not increase the aggregate amount available thereunder, (3) do not provide for any termination fees or pre-payment penalties, (4) do not contain any new provisions limiting or otherwise affecting the ability of YDKN or any of the YDKN Subsidiaries or successors from terminating or pre-paying such facilities, and (5) do not contain financial terms materially less advantageous than existing credit facilities, or (C) ordinary advances and reimbursements to employees and endorsements of banking instruments, or (ii) make any capital contributions to, or investments in, any Person other than its wholly owned Subsidiaries;

(g) change in any material respect its accounting methods, except as may be necessary and appropriate to conform to changes in Tax law requirements, changes in GAAP or regulatory accounting principles or as required by YDKN's independent auditors or its Regulatory Agencies;

(h) change in any material respect its underwriting, operating, investment or risk management or other similar policies, procedures or practices of YDKN or any of the YDKN Subsidiaries except as required by such policies, applicable law or policies imposed by any Regulatory Agency or any Governmental Entity;

(i) make, change or revoke any material Tax election, file any material amended Tax Return, enter into any closing agreement with respect to a material amount of Taxes, settle any material Tax claim or assessment or surrender any right to claim a refund of a material amount of Taxes;

(j) terminate or waive any material provision of any agreement, contract or obligation that is material to YDKN or any of its Subsidiaries or enter into or renew any such agreement, contract or obligation, including any bank owned life insurance policies;

(k) incur any capital expenditures in excess of \$250,000 individually and \$500,000 in the aggregate;

(l) except as required by agreements or instruments in effect on the date of this Agreement, alter in any material respect, or enter into any commitment to alter in any material respect, any material interest in any corporation, association, joint venture, partnership or business entity that is not a YDKN Subsidiary and in which YDKN directly or indirectly holds any equity or ownership interest on the date of this Agreement, other than any interest arising from any foreclosure, settlement in lieu of foreclosure or troubled loan or debt restructuring in the ordinary course of business consistent with past practice;

(m) agree or consent to any material agreement or material modifications of existing agreements with any Regulatory Agency or Governmental Entity in respect of the operations of its or its Subsidiaries' businesses, except as required by applicable Law based upon the advice of Yadkin's legal advisors;

(n) pay, discharge, settle or compromise any claim, action, litigation, arbitration, suit, investigation or proceeding, other than any such payment, discharge, settlement or compromise not in excess of \$200,000 individually or \$500,000 in the aggregate;

(o) issue any broadly distributed communication of a general nature to employees, including general communications relating to benefits and compensation or customers, except for communications in the ordinary course of business that do not relate to (i) the Merger or other transactions contemplated by this Agreement, or (ii) to the NewBridge Bancorp conversion;

(p) take any action, or knowingly fail to take any action, which action or failure to act would be reasonably likely to prevent the Merger from qualifying for the Intended Tax Treatment;

(q) take any action that would be reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals of any Regulatory Agency or other Governmental Entity required for the transactions this Agreement contemplates;

(r) except as contemplated by this Agreement, take any action that is intended or is reasonably likely to result in any of the conditions to the Merger set forth in Article 7 not being satisfied, except, in every case, as may be required by applicable Law;

(s) which consent shall be deemed received unless FNB shall object thereto in writing within three (3) business days after receipt of written notice from YDKN (which notice shall be deemed delivered if provided by email to FNB's chief credit officer or his designee at the email address set forth in Section 5.2(s) of the FNB Disclosure schedule) to (i) make, renew or otherwise modify any Loan (except for any Loan duly approved as of the date hereof) to any Person if the Loan is an existing credit on the books of YDKN and classified as "doubtful" or "loss" or if the Loan is an existing credit on the books of YDKN and classified as "substandard" in excess of \$2,000,000, or if the Loan has been designated by the parties as "substandard" in Section 5.2(s) of the YDKN Disclosure Schedule, or (ii) make, renew or otherwise modify any Loan (except for any Loan duly approved as of the date hereof) to any Person if the Loan is an existing credit on the books of YDKN and classified as "special mention" in excess of \$3,000,000, or if the Loan has been designated by the parties hereto as "special mention" in Section 5.2(s) of the YDKN Disclosure Schedule, or (iii) make, renew or otherwise modify any Loan or Loans (except for any Loan or Loans duly approved as of the date hereof) to any individual if immediately after making an unsecured Loan or Loans, such individual would be indebted to YDKN Bank in an aggregate amount in excess of \$1,000,000 (or in the case of any other type of Person, such Person would be indebted to YDKN Bank in an aggregate amount in excess of \$1,000,000) on an unsecured basis or an under secured basis (i.e., the fair market value of the collateral securing such Loan and any replacements thereof is less than the principal value of such Loan and any replacements thereof), or (iv) make any fully secured Loan or Loans (except for any Loan or Loans duly approved as of the date hereof) to any Person, except for any Loan secured by a first mortgage on single family owner-occupied real estate, if, immediately after making a secured Loan, such Person would be indebted to YDKN Bank in an aggregate amount in excess of \$7,500,000, or (v) make, renew or otherwise modify any Loan or Loans (except for any Loan or Loans duly approved as of the date hereof) secured by an owner-occupied 1-4 single-family residence with a principal balance in excess of \$1,250,000, or (vi) make, renew or otherwise modify any Loan (except for any Loan duly approved as of the date hereof) for general commercial construction with a principal balance in excess of \$5,000,000, or (vii) make, renew or modify any Loan (except for any Loan duly approved as of the date hereof) for residential development or to a builder or for any land purchase or other land development with a principal balance in excess of \$3,000,000, or (viii) make any SBA Loan (except for any Loan duly approved as of the date hereof) in a gross amount (i.e., including any "sold" portion thereof) equal to or exceeding \$2,500,000, or (ix) originate, make, participate in or purchase (1) any hotel or golf course or (2) any restaurant Loan (except for any Loan duly approved as of the date hereof) exceeding \$1,000,000;

(t) make any material changes in its policies and practices with respect to (A) underwriting, pricing, originating, acquiring, selling, servicing or buying or selling rights to service Loans or (B) its hedging policies and practices, in each case except as may be required by such policies and practices or by any applicable Laws; or (ii) make, renew, amend or modify, including by entering into any forbearance agreement with respect to, any Loan, in each case, other than in the ordinary course of business and consistent with the effective policies and practices of YDKN and the YDKN Subsidiaries;

(u) other than in the ordinary course of business consistent with past practice, originate, participate or purchase any new Loan (except for any Loan that was duly approved for origination, participation or purchase prior to the date hereof) that is (i) serviced by a third party or (ii) outside of the States of Maryland, North Carolina, South Carolina, Pennsylvania, Ohio, West Virginia, Virginia, Tennessee and Kentucky and the District of Columbia;

(v) enter into or amend or renew any employment, consulting, severance or similar agreements or arrangements with any director, officer or employee of YDKN or its Subsidiaries or grant any salary or wage increase or increase any employee benefit, including discretionary or other incentive or bonus payments or discretionary or matching contributions to any deferred compensation plan, make any grants of awards to newly hired employees or accelerate the vesting of any unvested stock options or stock awards, including phantom units, except (a) as required under the terms of any YDKN Benefit Plan or YDKN Employment Agreement existing as of the date hereof, (b) as contemplated by this Agreement or (c) for any of the following:

(i) merit or promotion based increases for those employees (other than named executive officers) of YDKN and its Subsidiaries who would normally be eligible for a merit or promotion based increase during the period commencing on the date hereof through the Closing Date in the ordinary course of business consistent with past practice, not to in the aggregate exceed a 2.5% increase;

(ii) bonuses payable for 2016 performance in accordance with YDKN's short-term incentive plan and accrued in accordance with YDKN's customary and normal practices and based upon achievement of actual performance levels, as determined by YDKN's Compensation Committee;

(iii) changes that are required by applicable Law or are advisable in order to (A) comply with Section 409A of the Code or (B) prevent or reduce the imposition of an excise tax under Section 4999 of the Code, provided, that such changes shall have been provided to FNB with a reasonable opportunity for FNB to provide comments and consent regarding such changes; and

(iv) the making of required contributions under the YDKN Retirement Savings Plan and all other 401(k) plans of YDKN and its affiliates (collectively, the "401(k) Plans") as in existence on the date of this Agreement;

(w) hire any person as an employee of YDKN or any of the YDKN Subsidiaries or promote any employee, except (i) to satisfy contractual obligations existing as of the date of this Agreement, (ii) to fill any vacancies existing as of the date of this Agreement or (iii) to fill any vacancies arising after the date of this Agreement at a comparable level of compensation with persons whose employment is terminable at the will of YDKN or a YDKN Subsidiary of YDKN, as applicable; provided, however, that the total salary and target bonus opportunity for any such person hired or promoted may not exceed \$175,000;

(x) agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors in support of, any of the actions prohibited by any provision of this Section 5.2; or

(y) engage in any new loan transaction with an officer or director or principal shareholder (as such terms are defined in 12 C.F.R. Part 215), it being acknowledged and agreed by YDKN that each such loan transaction that YDKN presents to FNB for approval pursuant to this Section 5.2(y) shall be required to comply with Regulation O (as interpreted and enforced by the OCC); or

(z) manage YDKN's securities portfolio in a manner materially inconsistent with YDKN's policies in effect as of the date hereof; provided that, at least five (5) business days before the first day of each calendar month during the period from the date of this Agreement to the Effective Time, YDKN will provide to FNB a written summary reasonably detailing its investment strategy (and any changes therein) for the following three (3) consecutive calendar month period with respect to its investment securities, derivatives portfolio or its interest rate exposure.

5.3 FNB Forbearances. During the period from the date of this Agreement to the Effective Time, except as expressly contemplated or permitted by this Agreement, set forth in Section 5.3 of the FNB Disclosure Schedule or as otherwise required by Law or regulatory directive, FNB shall not, and shall not permit any of its Subsidiaries to, without the prior written consent of YDKN (which shall not be unreasonably withheld, conditioned or delayed):

(a) amend, repeal or otherwise modify any provision of the FNB Charter or the FNB Bylaws other than those that would not be adverse to YDKN or its shareholders or those that would not impede FNB's ability to consummate the transactions this Agreement contemplates;

(b) (i) other than (A) regular quarterly cash dividends by FNB or (B) dividends and distributions by a direct or indirect Subsidiary of FNB to FNB or any direct or indirect wholly owned Subsidiary of FNB, declare, set aside or pay any dividends on, make any other distributions in respect of, or enter into any agreement with respect to the voting of, any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock, except upon the exercise of options to purchase shares of FNB Common Stock in accordance with their present terms or (iii) purchase, redeem or otherwise acquire any shares of capital stock or other securities of FNB or any of the FNB Subsidiaries, or any rights, warrants or options to acquire any such shares or other securities, except for withholding of shares in satisfaction of tax obligations upon the settlement of any restricted stock awards of FNB or the exercise of any options to purchase shares of FNB Common Stock;

(c) take any action, or knowingly fail to take any action, which action or failure to act would be reasonably likely to prevent the Merger from qualifying for the Intended Tax Treatment;

(d) except as contemplated by this Agreement, take any action that is intended or is reasonably likely to result in any of the conditions to the Merger set forth in Article 7 not being satisfied, except, in every case, as may be required by applicable Law;

(e) make any material investment either by purchase of stock or securities, contributions to capital, property transfers or purchase of any property or assets of any other individual, corporation or other entity, merger, consolidation, share exchange or other business combination, in any case to the extent such action would be reasonably likely to prevent, or impede or delay, the consummation of the transactions this Agreement contemplates;

(f) take any action that would be reasonably likely to impede or delay the ability of the parties to obtain any necessary approvals of any Regulatory Agency or other Governmental Entity required for the transactions this Agreement contemplates; or

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

ARTICLE 6

ADDITIONAL AGREEMENTS

6.1 Regulatory Matters.

(a) FNB agrees to prepare and file, as soon as practicable (but in any case, within sixty (60) calendar days of the date of this Agreement), the Registration Statement with the SEC in connection with the issuance of FNB Common Stock in the Merger including the Joint Proxy Statement and prospectus and other proxy solicitation materials of YDKN and FNB constituting a part thereof and all related documents. YDKN shall prepare and furnish to FNB such information relating to it and its Subsidiaries, directors, officers and shareholders as may be reasonably required in connection with the above referenced documents based on its knowledge of and access to the information required for said documents. YDKN and its legal, financial and accounting advisors shall have the right to review in advance and approve, which approval shall not be unreasonably withheld, conditioned or delayed, such Registration Statement prior to its filing. YDKN agrees to cooperate with FNB and FNB's counsel and accountants in requesting and obtaining appropriate opinions, consents and letters from its financial advisor and independent auditor in connection with the Registration Statement and the Joint Proxy Statement. Each of YDKN and FNB agrees to use its reasonable best efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as reasonably practicable after the filing thereof. FNB also agrees to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions this Agreement contemplates. After the SEC has declared the Registration Statement effective under the Securities Act, each of YDKN and FNB shall promptly mail the Joint Proxy Statement to their respective shareholders, and the expenses in connection therewith shall be borne in accordance with Section 9.3(a).

(b) Each of YDKN and FNB agrees that none of the respective information supplied or to be supplied by it for inclusion or incorporation by reference in the Registration

Statement shall, at the time the Registration Statement and each amendment or supplement thereto, if any, becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Each of YDKN and FNB agrees that none of the information supplied or to be supplied by it for inclusion or incorporation by reference in the Joint Proxy Statement and any amendment or supplement thereto shall at the dates of mailing to YDKN's shareholders and FNB's shareholders, the YDKN Shareholders Meeting and the FNB Shareholders Meeting contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which such statements were made, not misleading. Each of YDKN and FNB further agrees that if such party shall become aware prior to the Effective Time of any information furnished by such party that would cause any of the statements in the Registration Statement or the Joint Proxy Statement to be false or misleading with respect to any material fact, or to omit to state any material fact necessary to make the statements therein not false or misleading, to promptly inform the other party thereof and an appropriate amendment or supplement describing such information shall be filed promptly with the SEC and, to the extent required by Law, disseminated to the shareholders of YDKN.

(c) FNB agrees to advise YDKN, promptly after FNB receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of FNB Common Stock for offering or sale in any jurisdiction, of the initiation or, to the extent FNB is aware thereof, threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Registration Statement or for additional information.

(d) The parties shall cooperate with each other and use their respective reasonable best efforts to promptly (but in any case, within sixty (60) calendar days of the date of this Agreement) prepare and file all necessary documentation, to effect all applications, notices, petitions and filings, to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties, Regulatory Agencies and Governmental Entities that are necessary or advisable to consummate the transactions this Agreement contemplates, including the Merger and the Bank Merger, and to comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such Regulatory Agencies and Governmental Entities. YDKN and FNB shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case subject to applicable Laws relating to the exchange of information, all the information relating to YDKN or FNB, as the case may be, and any of their respective Subsidiaries, which appear in any filing made with, or written materials submitted to, any third party, Regulatory Agency or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties shall act reasonably and as promptly as practicable. The parties shall consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties, Regulatory Agencies and Governmental Entities necessary or advisable to consummate the transactions this Agreement contemplates and each party will keep the other apprised of the status of matters relating to completion of the transactions this Agreement contemplates. In furtherance and not in limitation of the foregoing, each of FNB and YDKN shall use their respective reasonable best efforts to (i) avoid the entry of, or to have

vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that would restrain, prevent or delay the Closing, and (ii) avoid or eliminate each and every impediment so as to enable the Closing to occur as soon as possible. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to require FNB or YDKN to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Regulatory Agencies or Governmental Entities that would reasonably be likely to have a Material Adverse Effect on the Surviving Company after giving effect to the Merger, after the Effective Time (a “Materially Burdensome Regulatory Condition”). In addition, YDKN agrees to cooperate and use its reasonable best efforts to assist FNB in preparing and filing such petitions and filings, and in obtaining such permits, consents, approvals and authorizations of third parties, Regulatory Agencies and Governmental Entities, that may be necessary or advisable to effect any mergers and/or consolidations of Subsidiaries of YDKN and FNB following consummation of the Merger.

(e) Each of FNB and YDKN shall, upon request, furnish to the other all information concerning itself, its Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Joint Proxy Statement, the Registration Statement or any other statement, filing, notice or application made by or on behalf of FNB, YDKN or any of their respective Subsidiaries to any Regulatory Agency or Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement.

(f) Each of FNB and YDKN shall promptly provide each other with any written communications received from any Regulatory Agency or Governmental Entity with respect to the transactions contemplated by this Agreement and will promptly advise the other upon receiving any oral communication with respect to the transactions contemplated by this Agreement from any Regulatory Agency or Governmental Entity whose consent or approval is required for consummation of the transactions this Agreement contemplates.

(g) YDKN and FNB shall consult with each other before issuing any press release with respect to the Merger or this Agreement and shall not issue any such press release or make any such public statements without the prior consent of the other party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that a party may, without the prior consent of the other party, but after such consultation, to the extent practicable under the circumstances, issue such press release or make such public statements as may upon the advice of outside counsel be required by Law or the rules or regulations of the SEC, the Federal Reserve Board, the FDIC, the OCC, the NCCOB or the NYSE. In addition, the Chief Executive Officers of YDKN and FNB shall be permitted to respond to appropriate questions about the Merger from the press. YDKN and FNB shall cooperate to develop all public announcement materials and make appropriate management available at presentations related to the Merger as reasonably requested by the other party.

6.2 Access to Information.

(a) Upon reasonable notice and subject to applicable Laws relating to the exchange of information, each of YDKN and FNB shall, and shall cause each of their respective

Subsidiaries to, afford to the officers, employees, accountants, counsel and other representatives of the other, reasonable access, during normal business hours during the period prior to the Effective Time, to all its properties, books, contracts, commitments and records, and, during such period, the parties shall, and shall cause their respective Subsidiaries to, make available to the other party all other information concerning its business, properties and personnel as the other party may reasonably request. Each party shall use commercially reasonable efforts to minimize any interference with the other party's regular business operations during any such access. YDKN shall, and shall cause each of its Subsidiaries to, provide to FNB a copy of each report, schedule and other document filed or received by it during such period pursuant to the requirements of federal or state banking laws other than reports or documents that such party is not permitted to disclose under applicable Law. Neither YDKN nor FNB nor any of their Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would be likely to jeopardize or prejudice the attorney-client privilege or attorney work-product protection of such party or its Subsidiaries or contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement, including laws relating to confidential supervisory information. The parties shall make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply to the extent possible in light of those restrictions.

(b) All information and materials provided pursuant to this Agreement shall be subject to the provisions of the confidentiality agreement, dated April 7, 2016, between YDKN and FNB (the "Confidentiality Agreement").

(c) No investigation by either of the parties or their respective representatives shall affect the representations and warranties of the other set forth in this Agreement.

6.3 Shareholder Approvals.

(a) YDKN shall call a meeting of its shareholders for the purpose of obtaining the Requisite YDKN Vote (the "YDKN Shareholders Meeting"), and shall use its reasonable best efforts to convene such meeting as soon as reasonably practicable following the Registration Statement being declared effective. Subject to Section 6.11(b), YDKN shall (i) through the Board of Directors of YDKN, recommend that the shareholders of YDKN approve and adopt this Agreement, and approve the Merger and the other transactions this Agreement contemplates, (ii) include such recommendation in the Joint Proxy Statement (the "YDKN Recommendation"), and (iii) subject to the fiduciary duties of the Board of Directors of YDKN, use its reasonable best efforts to obtain from its shareholders a vote approving and adopting the Merger and this Agreement. Without limiting the generality of the foregoing, YDKN's obligations pursuant to the first sentence of this Section 6.3 shall not be affected by the commencement, public proposal, public disclosure or communication to YDKN of any Acquisition Proposal or by any change in the YDKN Recommendation.

(b) FNB shall call a meeting of its shareholders for the purpose of obtaining the Requisite FNB Vote (the "FNB Shareholders Meeting"), and shall use its reasonable best efforts to convene such meeting as soon as reasonably practicable following the Registration Statement being declared effective. FNB shall (i) through the Board of Directors of FNB, recommend that the shareholders of FNB approve the issuance of FNB Common Stock pursuant

to this Agreement, (ii) include such recommendation in the Joint Proxy Statement (the “FNB Recommendation”) and (iii) and use its reasonable best efforts to obtain from its shareholders a vote approving such issuance in accordance with Section 312.03 of the New York Stock Exchange Listed Company Manual. Notwithstanding anything to the contrary herein, the FNB Shareholders Meeting shall be convened and the issuance of FNB Common Stock pursuant to this Agreement shall be submitted to the shareholders of FNB at the FNB Shareholders Meeting for the purpose of voting on such issuance, and nothing contained herein shall be deemed to relieve FNB of such obligation.

(c) YDKN and FNB shall cooperate to schedule and convene the YDKN Shareholders Meeting and the FNB Shareholders Meeting on the same date.

6.4 Reasonable Best Efforts; Cooperation. Each of YDKN and FNB agrees to exercise good faith and use its reasonable best efforts to satisfy the various covenants and conditions to Closing in this Agreement, and to consummate the transactions this Agreement contemplates as promptly as possible.

6.5 NYSE Approval. FNB shall cause the shares of FNB Common Stock to be issued in the Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Effective Time.

6.6 Benefit Plans.

(a) As soon as administratively practicable after the Effective Time, FNB shall take all reasonable action so that employees of YDKN and the YDKN Subsidiaries shall be entitled to participate in each FNB Benefit Plan of general applicability with the exception of FNB’s defined benefit pension plan and any other plan frozen to new participants (collectively, the “FNB Eligible Plans”) to the same extent as similarly-situated employees of FNB and its Subsidiaries, it being understood that inclusion of the employees of YDKN and the YDKN Subsidiaries in the FNB Eligible Plans may occur at different times with respect to different plans, provided that coverage shall be continued under corresponding YDKN Benefit Plans until such employees are permitted to participate in the FNB Eligible Plans and provided further, however, that nothing contained in this Agreement shall require FNB or any of its Subsidiaries to make any grants to any former employee of YDKN under any discretionary equity compensation plan of FNB or to provide the same level of (or any) employer contributions or other benefit subsidies as YDKN or the YDKN Subsidiaries have provided. Notwithstanding the foregoing, during the period commencing at the Effective Time and ending on the first anniversary thereof, FNB or its Subsidiaries shall provide severance payments and benefits to each employee of YDKN and the YDKN Subsidiaries that are no less favorable than the severance payments and benefits provided by FNB and its Subsidiaries to their similarly situated employees, as in effect as of the date hereof and as described in Section 6.6(a) of the FNB Disclosure Schedule.

(b) FNB shall cause each FNB Eligible Plan in which employees of YDKN and the YDKN Subsidiaries are eligible to participate, to recognize, for purposes of determining eligibility to participate in, and vesting of, benefits under the FNB Eligible Plans, the service of such employees with YDKN and the YDKN Subsidiaries to the same extent as such service was credited for such purpose by YDKN or the YDKN Subsidiaries, and, solely for purposes of

FNB's severance and vacation plans, policies and programs, for purposes of determining the benefit amount, provided, however, that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits. Except for the commitment to continue those YDKN Benefit Plans that correspond to FNB Eligible Plans until employees of YDKN and the YDKN Subsidiaries are included in such FNB Eligible Plans, nothing in this Agreement shall limit the ability of FNB to amend or terminate any of the YDKN Benefit Plans in accordance with and to the extent permitted by their terms.

(c) At and following the Effective Time, FNB and the Surviving Company shall honor and continue to be obligated to perform, in accordance with their terms, all benefit obligations to, and contractual rights of, current and former employees of YDKN and the YDKN Subsidiaries and current and former directors of YDKN and the YDKN Subsidiaries existing as of the Closing Date under any YDKN Benefit Plan.

(d) At such time as employees of YDKN and the YDKN Subsidiaries become eligible to participate in a medical, dental or health plan of FNB or its Subsidiaries, FNB shall, to the extent reasonably practicable and available from its insurers, cause each such plan to (i) waive any preexisting condition limitations to the extent such conditions were satisfied or waived under the analogous YDKN Benefit Plan, (ii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to such employee or dependent on or after the Effective Time to the extent such employee or dependent had satisfied any similar limitation or requirement under an analogous YDKN Benefit Plan prior to the Effective Time and (iii) provide each such employee of YDKN and the YDKN Subsidiaries and his or her eligible dependents with credit for any co-payments or coinsurance and deductibles paid prior to the Effective Time under an YDKN Benefit Plan (to the same extent that such credit was given under the analogous YDKN Benefit Plan prior to the Effective Time) in satisfying any applicable deductible, co-payment, coinsurance or maximum out-of-pocket requirements under any medical, dental or health plan of FNB or its Subsidiaries.

(e) YDKN shall adopt such Board resolutions and take such other action as FNB may reasonably request at least thirty (30) days prior to the Effective Time to cause all 401(k) Plans to be terminated immediately prior to the Effective Time (the "Plan Termination Date") and the accounts of all participants and beneficiaries in the 401(k) Plans as of the Plan Termination Date to become fully vested as of the Plan Termination Date. As soon as practicable after the Effective Time, but in no event later than six (6) months after the Plan Termination Date, FNB shall file or cause to be filed all necessary documents with the IRS for a determination letter that the termination of the 401(k) Plans as of the Plan Termination Date will not adversely affect the plan's qualified status. FNB shall use its reasonable best efforts to obtain such favorable determination letter; including adopting such amendments to the 401(k) Plans as may be requested by the IRS as a condition to its issuance of a favorable determination letter. As soon as practicable following the receipt of a favorable determination letter from the IRS regarding the qualified status of the 401(k) Plans upon its termination, the account balances in the 401(k) Plans shall be distributed to participants and beneficiaries or transferred to an eligible tax-qualified retirement plan or individual retirement account as a participant or beneficiary may direct. The Surviving Company shall take all other actions necessary to complete the termination of the 401(k) Plans, including filing a Final Form 5500, that arise after the Effective Time. FNB agrees, to the extent permitted by applicable Law, to permit the participants in the

401(k) Plans who become employees of FNB or its Subsidiaries to roll over their account balances in the 401(k) Plans and loans from the 401(k) Plans to the F.N.B. Corporation Progress Savings 401(k) Plan. Notwithstanding anything in Section 6.6(a) to the contrary, employees of YDKN or any YDKN Subsidiary who continue in employment with the Surviving Company following the Effective Time shall be eligible as of the Effective Time to participate in the F.N.B. Corporation Progress Savings 401(k) Plans.

(f) Immediately prior to the Effective Time, YDKN shall, at the written request of FNB, (i) freeze or terminate each other YDKN Benefit Plan as requested by FNB, including without limitation any employee benefit pension plan within the meaning of Section 3(2) of ERISA and any non-qualified deferred compensation plans and make appropriate distributions therefrom; provided, however, that YDKN shall not distribute balances of less than \$20,000 from employee benefit pension plans; and (ii) freeze all post-retirement benefits available under the YDKN Benefit Plans.

(g) YDKN shall take such action, and provide any required notices, as may be necessary or appropriate to cause any Person presently serving as a trustee or administrator to any YDKN Benefit Plan to be removed effective as of the Effective Time and to appoint FNB, First National Trust Company, or such other FNB Subsidiary or committee as FNB shall specify, to serve as successor trustee or administrator to such removed individual trustees or administrators effective as of the Effective Time.

(h) Nothing contained in this Agreement is intended to (i) be treated as an amendment of any YDKN Benefit Plan; (ii) prevent FNB, YDKN or any of their successors or Affiliates, after the Effective Time, from terminating the employment of any YDKN employee who remains employed with YDKN or any of the YDKN Subsidiaries; or (iii) create any third party beneficiary rights in any employee of YDKN or any of the YDKN Subsidiaries, or any beneficiary or dependent thereof, with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any YDKN employee by FNB, YDKN or any of their successors or Affiliates or under any benefit plan which FNB, YDKN or any of their successors or Affiliates may maintain.

6.7 Indemnification; Directors' and Officers' Insurance.

(a) In the event of any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal or administrative, including any such claim, action, suit, proceeding or investigation (each a "Claim") in which any individual who is now, or has been at any time prior to the date of this Agreement, or who becomes prior to the Effective Time, a director or officer of YDKN or any of the YDKN Subsidiaries or who is or was serving at the request of YDKN or any of the YDKN Subsidiaries as a director, officer, employee, trustee or fiduciary of another Person (the "Indemnified Parties"), is, or is threatened to be, made a party based in whole or in part on, or arising in whole or in part out of, or pertaining to (i) the fact that he or she is or was a director or officer of YDKN or any of the YDKN Subsidiaries or was serving at the request of the YDKN or any of the YDKN Subsidiaries as a director, officer, employee, trustee or fiduciary of another Person or (ii) this Agreement or any of the transactions this Agreement contemplates, whether asserted or arising before or after the Effective Time, the parties shall cooperate and use their best efforts to defend against such Claim and respond

thereto. From and after the Effective Time, FNB shall, and shall cause the Surviving Company to, (A) indemnify and hold harmless, as and to the fullest extent currently provided under applicable Law, the YDKN Articles and the YDKN Bylaws, each such Indemnified Party against any losses, claims, damages, liabilities, costs, expenses, including reimbursement for reasonable fees and expenses, including fees and expenses of legal counsel, and judgments, fines and amounts paid in settlement in connection with any such threatened or actual Claim and (B) advance expenses as incurred (including in advance of the final disposition of any Claim) by such Indemnified Party to the fullest extent permitted by applicable Law; provided that the Indemnified Party to whom expenses are advanced provides an undertaking (in a reasonable and customary form) if required by applicable Law to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to indemnification.

(b) FNB and the Surviving Company agree that all rights to indemnification of liabilities, including advancement of expenses, and all limitations with respect thereto, existing in favor of any Indemnified Person, as provided under Section 6.7(a), shall survive the Merger and shall continue in full force and effect, without any amendment thereto; provided, however, that any determination required to be made with respect to whether an Indemnified Party's conduct complies with the standards set forth under applicable Law, the YDKN Articles or the YDKN Bylaws, as the case may be, shall be made by independent legal counsel, whose fees and expenses shall be paid by FNB and the Surviving Company, selected by such Indemnified Party and reasonably acceptable to FNB; and, provided further that nothing in this Section 6.7 shall impair any rights or obligations of any current or former director or officer of YDKN or its Subsidiaries, including pursuant to the respective organizational documents of YDKN, or its Subsidiaries, under applicable Law or otherwise.

(c) Prior to the Effective Time, FNB shall obtain and FNB shall maintain for a period of six (6) years following the Effective Time, directors' and officers' liability insurance and fiduciary liability insurance policies covering the Indemnified Parties who as of the Effective Time are covered by YDKN's directors' and officers' liability insurance or fiduciary liability insurance policies, in respect of acts or omissions occurring at or prior to the Effective Time, including the transactions this Agreement contemplates, provided that these policies must be of at least the same coverage amounts and contain coverage terms and conditions that are not less advantageous than such policies of YDKN. The provisions of the immediately preceding sentence shall be deemed to have been satisfied if prepaid policies have been obtained prior to the Effective Time from an insurer or insurers selected by FNB in consultation with YDKN that has or have an insurer financial strength rating by A.M. Best Co. of at least "A", which policies provide the Indemnified Parties with coverage, from the Effective Time to the sixth (6th) anniversary of the Effective Time, including in respect of the transactions this Agreement contemplates, on terms that are no less advantageous to the Indemnified Parties than YDKN's directors' and officers' liability insurance or fiduciary liability insurance policies existing immediately prior to the date of this Agreement. If such prepaid policies have been obtained prior to the Effective Time, then FNB shall maintain such policies in full force and effect and continue the obligations thereunder. However, in no event shall FNB be required to expend, on an annual basis, an amount in excess of 300% of the annual premium paid by YDKN for such insurance (the "Insurance Amount") on the date of this Agreement, and further provided that if FNB is unable to maintain or obtain the insurance called for by this Section 6.7(c) as a result of the preceding provision, FNB shall use its reasonable best efforts to obtain policies containing

coverage amounts, terms and conditions that are the most advantageous for the Indemnified Parties as is available for the maximum Insurance Amount.

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

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

6.9 Advice of Changes. Each of FNB and YDKN shall promptly advise the other of any change or event (i) having or reasonably likely to have a Material Adverse Effect on it or (ii) that it believes would or would be reasonably likely to cause or constitute a material breach of any of its representations, warranties or covenants contained in this Agreement; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties, or remedies with respect thereto, or the conditions to the obligations of the parties under this Agreement or that reasonably could be expected to give rise, individually or in the aggregate, to the failure of a condition in Article 7; provided, further, that a failure to comply with this Section 6.9 shall not constitute the failure of any condition set forth in Article 7 to be satisfied unless the underlying Material Adverse Effect or material breach would independently result in the failure of a condition set forth in Article 7 to be satisfied.

6.10 Dividends. Except for regular dividends paid at the quarterly rate in effect as of the date of this Agreement, after the date of this Agreement, YDKN shall not declare or pay any dividend in respect of shares of YDKN Common Stock, provided that, notwithstanding the foregoing provisions of this Section 6.10, after the date of this Agreement YDKN shall coordinate the declarations of any dividends in respect of the YDKN Common Stock and the record dates and payment dates relating thereto with FNB's declaration of regular quarterly dividends on FNB Common Stock and the record dates and payment dates relating thereto, it being the intention of YDKN and FNB that holders of YDKN Common Stock shall not receive two dividends, or fail to receive one dividend, in any quarter with respect to their shares of YDKN Common Stock and any shares of FNB Common Stock such holders receive in exchange therefor in the Merger.

6.11 Certain Actions.

(a) From the date of this Agreement through the Effective Time, except as otherwise permitted by this Section 6.11, YDKN will not, and will not authorize or permit any of its directors, officers, agents, employees, investment bankers, attorneys, accountants, advisors, agents, Affiliates or representatives (collectively, “YDKN Representatives”) to, directly or indirectly, (i) initiate, solicit, knowingly encourage or take any action to facilitate, including by way of furnishing information, any Acquisition Proposal or any inquiries with respect to or the making of any Acquisition Proposal, (ii) enter into or participate in any discussions or negotiations with, furnish any information relating to YDKN or any of the YDKN Subsidiaries or afford access to the business, properties, assets, books or records of YDKN or any of the YDKN Subsidiaries, to otherwise cooperate in any way with, or knowingly assist, participate in, facilitate or encourage any effort by any Third Party that is seeking to make, or has made, an Acquisition Proposal or (iii) except in accordance with Section 8.1(i), approve, endorse or recommend or enter into any letter of intent or similar document or any contract, agreement or commitment contemplating or otherwise relating to an Acquisition Proposal.

(b) Notwithstanding anything in this Agreement to the contrary, YDKN and its Board of Directors shall be permitted: (i) to comply with Rule 14d-9 and Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal provided that the Board of Directors of YDKN shall not withdraw or modify in a manner adverse to FNB the YDKN Recommendation except as set forth in subsection (iii) below, (ii) to engage in any discussions or negotiations with, and provide any information to, any Third Party in response to a bona fide Acquisition Proposal by any such Third Party, if (x) YDKN’s Board of Directors concludes in good faith, based on the information then available after consultation with outside counsel and, with respect to financial matters, its financial advisor that failure to do so would be reasonably likely to violate their fiduciary duties under applicable Law and that such Acquisition Proposal could reasonably be expected to lead to a Superior Proposal, (y) prior to providing any information or data to any Third Party in connection with such Acquisition Proposal by any such Third Party, YDKN’s Board of Directors receives from such Third Party an executed confidentiality agreement, which confidentiality terms shall be no less favorable to YDKN than those contained in the Confidentiality Agreement and (iii) to withdraw, modify, qualify in a manner adverse to FNB, condition or refuse to make the YDKN Recommendation (the “Change in YDKN Recommendation”) if YDKN’s Board of Directors concludes in good faith, based on the information then available after consultation with outside counsel and, with respect to financial matters, its financial advisor, that failure to do so would be reasonably likely to violate their fiduciary duties under applicable Law. Notwithstanding any Change in YDKN Recommendation, this Agreement shall be submitted to the shareholders of YDKN at the YDKN Shareholders’ Meeting for the purpose of voting on the approval of this Agreement and nothing contained herein shall be deemed to relieve YDKN of such obligation; provided, however, that if the Board of Directors of YDKN shall have effected a Change in YDKN Recommendation, then the Board of Directors of YDKN may submit this Agreement to YDKN’s shareholders without recommendation (although the resolutions adopting this Agreement as of the date hereof may not be rescinded), in which event the Board of Directors of YDKN may communicate the basis for its lack of a recommendation to YDKN’s shareholders in the Joint Proxy Statement or an appropriate amendment or supplement thereto to the extent required by applicable Law. In addition to the foregoing, YDKN shall not submit to the vote of its shareholders any Acquisition Proposal other than the Merger prior to the termination of this Agreement.

(c) YDKN will promptly, and in any event within twenty-four (24) hours, (i) notify FNB in writing of the receipt of any Acquisition Proposal or any information related thereto, which notification shall include the material terms and conditions of the Acquisition Proposal, and (ii) notify FNB in writing of any related developments, discussions and negotiations on a current basis; including any amendments to or revisions of the terms of such Acquisition Proposal.

(d) YDKN agrees that it will, and will use its reasonable best efforts to cause the YDKN Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations existing as of the date of this Agreement with any parties conducted heretofore with respect to any Acquisition Proposal.

(e) For purposes of this Agreement:

(i) The term “Acquisition Proposal” means any inquiry, proposal or offer, filing of any regulatory application or notice, whether in draft or final form, or disclosure of an intention to do any of the foregoing by or from any Person relating to any (A) direct or indirect acquisition or purchase of a business that constitutes 20% or more of the total revenues, net income or total assets of YDKN and the YDKN Subsidiaries, taken as a whole, (B) direct or indirect acquisition or purchase of the shares of YDKN Common Stock after the date of this Agreement by a Person who on the date of this Agreement does not own 20% or more of the shares of YDKN Common Stock and such Person by reason of such purchase or acquisition first becomes the owner of 20% or more of the shares of YDKN Common Stock after the date of this Agreement, (C) tender offer or exchange offer that if consummated would result in any Person beneficially owning 20% or more of any class of equity securities of YDKN or (D) merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving YDKN other than the transactions this Agreement contemplates.

(ii) The term “Superior Proposal” means any bona fide, unsolicited written Acquisition Proposal made by a Third Party to acquire more than 50% of the combined voting power of the shares of YDKN Common Stock then outstanding or all or substantially all of YDKN’s consolidated assets for consideration consisting of cash and/or securities that is on terms that the Board of Directors of YDKN in good faith concludes, based on the information then available after consultation with its financial advisor and outside counsel, taking into account, among other things, all legal, financial, regulatory and other aspects of the proposal and the Person making the proposal, including any break-up fees, expense reimbursement provisions and conditions to consummation, (A) is on terms that the Board of Directors of YDKN in its good faith judgment believes to be more favorable to YDKN than the Merger, (B) for which financing, to the extent required, is then fully committed or reasonably determined to be available by the Board of Directors of YDKN and (C) is reasonably capable of being completed.

(iii) For purposes of this Section 6.11, “Third Party” means any person as defined in Section 13(d) of the Exchange Act other than FNB or its Affiliates.

(f) If a Payment Event occurs, YDKN shall pay FNB by wire transfer of immediately available funds, within three (3) business days following such Payment Event, a fee of \$45.0 million (the “Break-up Fee”), provided, however, that if a Payment Event occurs, YDKN shall have no obligation to pay FNB’s expenses under Section 9.3(b) and any amounts previously paid pursuant to Section 9.3(b) shall be credited against the Break-up Fee.

(g) The term “Payment Event” means any of the following:

(i) the termination of this Agreement by FNB pursuant to Section 8.1(g);

(ii) the termination of this Agreement by YDKN pursuant to Section 8.1(i);

(iii) the termination of this Agreement pursuant to any other Section following the commencement of a tender offer or exchange offer for 25% or more of the outstanding shares of YDKN Common Stock and YDKN shall not have sent to its shareholders, within ten (10) business days after the commencement of such tender offer or exchange offer, a statement that the Board of Directors of YDKN recommends rejection of such tender offer or exchange offer;

(iv) the occurrence of any of the following events within twelve (12) months of the termination of this Agreement by FNB pursuant to Section 8.1(b)(i) or 8.1(c) (in the case of Section 8.1(c), without the Requisite YDKN Vote having been obtained), or by either FNB or YDKN pursuant to Section 8.1(e), in each case, provided that an Acquisition Proposal shall have been made by a Third Party after the date of this Agreement and prior to such termination that shall not have been withdrawn in good faith prior to such termination: (A) YDKN enters into an agreement to merge with or into, or be acquired, directly or indirectly, by merger or otherwise by, such Third Party, (B) such Third Party, directly or indirectly, acquires substantially all of the assets of YDKN and the YDKN Subsidiaries, taken as a whole or (C) such Third Party, directly or indirectly, acquires more than 50% of the outstanding shares of YDKN Common Stock.

(h) Each of YDKN and FNB acknowledges that the agreements contained in this Section 6.11 are an integral part of the transactions contemplated in this Agreement and that without these agreements YDKN and FNB, respectively, would not enter into this Agreement. Accordingly, in the event YDKN or FNB, as applicable, fail to pay the Break-up Fee promptly when due, YDKN or FNB, as applicable, shall, in addition thereto, pay to the other party all costs and expenses, including attorneys’ fees and disbursements, incurred by the other party in collecting such Break-up Fee together with interest on the amount of the Break-up Fee or any unpaid portion thereof, from the date such payment was due until the date such payment is received by FNB, accrued at the fluctuating prime rate as quoted in *The Wall Street Journal* as in effect from time to time during the period.

6.12 Transition. Commencing on the date of this Agreement, FNB and YDKN shall, and shall cause their respective Subsidiaries to, reasonably assist each other to facilitate the integration, from and after the Closing, of YDKN and the YDKN Subsidiaries with the

businesses of FNB and its Subsidiaries, without taking action that would, in effect, give FNB a controlling influence over the management or policies of YDKN or any of the YDKN Subsidiaries, or otherwise violate applicable Laws. Without limiting the generality of the foregoing, from the date of this Agreement through the Closing Date and consistent with the performance of their day-to-day operations, the continuous operation of YDKN and the YDKN Subsidiaries in the ordinary course of business and applicable Law, YDKN shall use reasonable efforts to cause the employees and officers of YDKN and the YDKN Subsidiaries, including YDKN Bank, to reasonably cooperate with FNB in performing tasks reasonably required in connection with such integration. Such tasks shall include making available the employees of YDKN and the YDKN Subsidiaries at mutually agreeable times for training with respect to FNB systems and products.

6.13 Tax Representation Letters.

(a) Officers of FNB and YDKN shall execute and deliver to Reed Smith LLP, tax counsel to FNB, and Skadden, Arps, Slate, Meagher & Flom LLP, tax counsel to YDKN, tax representation letters or certificates of officers (“Tax Representation Letters”) substantially in the form agreed to by the parties and such law firms at such time or times as may be reasonably requested by such law firms, including at the time the Joint Proxy Statement and Registration Statement are declared effective by the SEC and at the Effective Time, in connection with such tax counsel’s delivery of opinions pursuant to Section 7.2(d) and Section 7.3(d) of this Agreement.

(b) FNB and YDKN shall each use its respective reasonable best efforts to cause the Merger to qualify for the Intended Tax Treatment, including (i) not taking any action that such party knows would reasonably be likely to prevent such qualification and (ii) considering and negotiating in good faith such amendments to this Agreement as may be reasonably required in order to obtain such qualification (it being understood that no party will be required to agree to any such amendment). For U.S. federal income tax purposes, FNB and YDKN shall each report the Merger in a manner consistent with such qualification.

(c) FNB and YDKN shall each use its reasonable best efforts to obtain the Tax opinions described in Sections 7.2(d) and 7.3(d), including by causing its officers to execute and deliver Tax Representation Letters to the law firms delivering such Tax opinions at such time or times as may reasonably be requested by such law firms. FNB and YDKN shall each use its reasonable best efforts not to take or cause to be taken any action that would cause to be untrue (or fail to take or cause not to be taken any action which inaction would cause to be untrue) any of the representations included in the certificates described in this Section 6.13.

6.14 Rule 16b-3. Prior to the Effective Time, FNB and YDKN shall take all steps as may be necessary or appropriate to cause the transactions contemplated by Article 1 and any other dispositions of YDKN Equity Awards (including derivative securities) or acquisitions of equity securities of FNB in connection with the consummation of the transactions contemplated by this Agreement to be exempt under Rule 16b-3 promulgated under the Exchange Act.

6.15 Advisory Board.

(a) As soon as practicable following the Effective Time, FNB shall establish a North Carolina Community Advisory Board to help FNB identify and engage with customers, civic leaders and nonprofit organizations throughout the North Carolina region. Six (6) directors of YDKN as of the date of this Agreement who shall be selected jointly by FNB and YDKN shall be invited to serve on the advisory board. Each advisory director shall serve for a minimum term of one (1) year. Such advisory board shall be operated in a manner that is consistent with FNB's Community Bank Charter, including as to compensation for service as an advisory director.

(b) FNB shall take all appropriate action so that, as of the Effective Time, the number of directors constituting the Board of Directors of FNB and FNB Bank shall be increased by 1 and the YDKN Designee shall be appointed as a director of FNB and FNB Bank. FNB will nominate the YDKN Designee for election as a director at the annual meeting of FNB immediately following the Effective Time and solicit proxies for the YDKN Designee in the same manner as it does for all the other members of FNB's slate of directors in connection with such meeting.

6.16 Informational Systems Conversion. From and after the date hereof, FNB and YDKN shall use their commercially reasonable efforts to facilitate the integration of the business of YDKN into FNB in connection with the consummation of the transactions contemplated hereby, and shall meet on a regular basis to discuss and plan for the conversion of data processing and related electronic informational systems (the "Informational Systems Conversion") to a single such system. It is the intent of the Parties that, to the extent commercially reasonable, the systems of YDKN and the systems acquired by YDKN from NewBridge Bancorp be converted to those used by FNB as soon as reasonably practicable after the Effective Time. Such planning shall include, but not be limited to: (a) discussion of the parties' third-party service provider arrangements; (b) non-renewal of personal property leases and software licenses used in connection with the discontinued systems operations; (c) retention of outside consultants and additional employees to assist with the conversion; (d) outsourcing, as appropriate, of proprietary or self-provided system services; (e) staff augmentation for critical business functions; (f) providing copies of all system conversion planning and testing documents and related materials to FNB in advance of the development of the final systems conversions plans and observational rights for an FNB representative to attend YDKN conversion planning meetings concerning the systems conversions along with the right to observe data system conversion testing protocols and access to data required to effectively map systems; and (g) any other actions necessary and appropriate to facilitate the conversion, as soon as practicable following the Effective Time.

6.17 Control of Operations. Nothing contained in this Agreement shall give either FNB or YDKN, directly or indirectly, the right to control or direct the operations of the other party prior to the Effective Time. Prior to the Effective Time, each party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

6.18 FNB Reincorporation. YDKN acknowledges that prior to the Effective Time,

FNB may change its state of incorporation from the State of Florida to the Commonwealth of Pennsylvania by converting from a Florida business corporation to a Pennsylvania business corporation (the “Reincorporation”); provided, however, that FNB may not effect the Reincorporation if (i) the Reincorporation is reasonably likely to impede or delay consummation of the transactions contemplated by this Agreement or (ii) FNB has not received the written opinion of its tax counsel, Reed Smith LLP, in form and substance reasonably satisfactory to FNB, prior to the consummation of the Reincorporation, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Reincorporation will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. The Parties agree that from and after the effective date of the Reincorporation, all references in this Agreement to (a) “State of Florida,” (b) “Florida Business Corporation Act,” (c) “FBCA” and (d) “Florida Articles of Merger,” shall be amended and replaced, without any further action of the Parties, by the terms (w) Commonwealth of Pennsylvania, (x) Pennsylvania Entity Transactions Law, as amended, (y) “ETL” and (z) “Pennsylvania Statement of Merger,” respectively.

ARTICLE 7

CONDITIONS PRECEDENT

7.1 Conditions to Each Party’s Obligation to Effect the Merger. The respective obligations of the parties to effect the Merger shall be subject to the satisfaction or waiver, where permitted by applicable Law, at or prior to the Effective Time of the following conditions:

(a) Shareholder Approvals. This Agreement and the Merger this Agreement contemplates shall have been approved and adopted by Requisite YDKN Vote; and the Requisite FNB Vote shall have been obtained.

(b) NYSE Listing. The shares of FNB Common Stock to be issued to the holders of YDKN Common Stock upon consummation of the Merger shall have been authorized for listing on the NYSE, subject to official notice of issuance.

(c) Regulatory Approvals. (i) All regulatory approvals set forth in Sections 3.4 and 4.4 required to consummate the Merger, shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired (all such approvals and the expiration of all such waiting periods being referred to as the “Requisite Regulatory Approvals”), and (ii) none of the Requisite Regulatory Approvals shall have resulted in the imposition of a Materially Burdensome Regulatory Condition.

(d) Registration Statement. The Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC.

(e) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect. No Law shall have been enacted,

entered, promulgated or enforced by any Governmental Entity that prohibits or makes illegal the consummation of the Merger.

7.2 Conditions to Obligation of FNB to Effect the Merger. The obligation of FNB to effect the Merger is also subject to the satisfaction or waiver by FNB, where permitted by applicable Law, at or prior to the Effective Time, of the following conditions:

(a) Representations and Warranties.

(i) Each of the representations and warranties of YDKN set forth in this Agreement (other than the representations and warranties in Sections 3.1(a), 3.1(c), 3.2(a), 3.3(a), 3.3(b)(i), 3.7 and 3.8(ii)) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any representation and warranty is expressly made as of an earlier date, in which case that representation and warranty only shall be true and correct as of that earlier date), except for inaccuracies of such representations or warranties which, individually or in the aggregate, have not had and would not reasonably be likely to have a Material Adverse Effect on YDKN (it being understood that for purposes of determining the accuracy of such representations and warranties, all materiality and “Material Adverse Effect” qualifications and exceptions contained in those representations and warranties shall be disregarded);

(ii) Each of the representations and warranties of YDKN set forth in Sections 3.1(a), 3.1(c), 3.3(a), 3.3(b)(i) and 3.7 shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date;

(iii) The representations and warranties of YDKN set forth in Section 3.2(a) and Section 3.8(ii) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except, in the case of Section 3.2(a), for inaccuracies that are de minimis.

(b) Performance of Obligations of YDKN. YDKN shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Officer’s Certificate of YDKN. FNB shall have received a certificate signed on behalf of YDKN by the Chief Executive Officer or the Chief Financial Officer of YDKN certifying as to the matters set forth in Sections 7.2(a) and 7.2(b).

(d) Federal Tax Opinion. FNB shall have received the written opinion of its tax counsel, Reed Smith LLP, in form and substance reasonably satisfactory to FNB, dated the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in Tax Representation Letters executed by officers of YDKN and FNB.

7.3 Conditions to Obligation of YDKN to Effect the Merger. The obligation of YDKN to effect the Merger is also subject to the satisfaction or waiver by YDKN, where permitted by applicable Law, at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties.

(i) Each of the representations and warranties of FNB set forth in this Agreement (other than the representations and warranties in Sections 4.1(a), 4.1(c), 4.2(a), 4.3(a), 4.3(b)(i), 4.7 and 4.8(ii)) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any representation and warranty is expressly made as of an earlier date, in which case that representation and warranty only shall be true and correct as of that earlier date), except for inaccuracies of such representations or warranties which, individually or in the aggregate, have not had and would not reasonably be likely to have a Material Adverse Effect on FNB (it being understood that for purposes of determining the accuracy of such representations and warranties, all materiality and “Material Adverse Effect” qualifications and exceptions contained in those representations and warranties shall be disregarded);

(ii) Each of the representations and warranties of FNB set forth in Sections 4.1(a), 4.1(c), 4.3(a), 4.3(b)(i) and 4.7 shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date;

(iii) The representations and warranties of FNB set forth in Section 4.2(a) and Section 4.8(ii) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except, in the case of Section 4.2(a), for inaccuracies that are de minimis.

(b) Performance of Obligations of FNB. FNB shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Officer’s Certificate of FNB. YDKN shall have received a certificate signed on behalf of FNB by the Chief Executive Officer or the Chief Financial Officer of FNB certifying as to the matters set forth in Sections 7.3(a) and 7.3(b).

(d) Federal Tax Opinion. YDKN shall have received the written opinion of its tax counsel, Skadden, Arps, Slate, Meagher & Flom LLP, in form and substance reasonably satisfactory to YDKN, dated the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon Tax Representation Letters executed by officers of YDKN and FNB.

ARTICLE 8

TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Date, whether before or after the obtainment of the Requisite YDKN Vote or the Requisite FNB Vote, and the Merger may be abandoned:

(a) Mutual Consent. by the mutual consent in writing of FNB and YDKN if the Board of Directors of each so determines by vote of a majority of the members of its entire Board;

(b) Breach.

(i) by FNB, if (A) any of the representations and warranties of YDKN contained in this Agreement shall fail to be true and correct such that the condition set forth in Section 7.2(a) would not be satisfied or (B) YDKN shall have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 7.2(b) would not be satisfied, in either case other than as a result of a material breach by FNB of any of its obligations under this Agreement, and such failure or breach with respect to any such representation, warranty or obligation cannot be cured, or, if curable, shall continue unremedied for a period of thirty (30) days after YDKN has received written notice from FNB of the occurrence of such failure or breach, but in no event shall such 30-day period extend beyond the Outside Date;

(ii) by YDKN, if (A) any of the representations and warranties of FNB contained in this Agreement shall fail to be true and correct such that the condition set forth in Section 7.3(a) would not be satisfied or (B) FNB shall have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 7.3(b) would not be satisfied, in either case other than as a result of a material breach by YDKN of any of its obligations under this Agreement, and such failure or breach with respect to any such representation, warranty or obligation cannot be cured, or, if curable, shall continue unremedied for a period of thirty (30) days after FNB has received written notice from YDKN of the occurrence of such failure or breach, but in no event shall such 30-day period extend beyond the Outside Date;

(c) Delay. by FNB or YDKN, if its Board of Directors so determines by vote of a majority of the members of its entire Board, in the event that the Merger is not consummated on or before 5:00 p.m., Eastern Time, on May 31, 2017 (the "Outside Date"), unless the failure of the Merger to be consummated by the Outside Date shall have been due to the failure of the party seeking to terminate pursuant to this Section 8.1(c) to perform or observe the covenants and agreements of such party set forth in this Agreement;

(d) No Regulatory Approval. by FNB or YDKN, if its respective Board of Directors so determines, in the event the approval of any Governmental Entity required for consummation of the Merger or the Bank Merger shall have been denied by final nonappealable action of such Governmental Entity, an application therefor shall have been permanently

withdrawn at the request of any Governmental Entity or any Governmental Entity of competent jurisdiction shall have issued a final nonappealable order, injunction or decree permanently enjoining or otherwise prohibiting or making illegal the consummation of the Merger or the Bank Merger; provided, however, that no party shall have the right to terminate this Agreement pursuant to this Section 8.1(d) if such denial shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the covenants of such party set forth in this Agreement;

(e) No YDKN Shareholder Approval. by FNB, or by YDKN provided that YDKN shall not be in material breach of any of its obligations under Section 6.3, if the Requisite YDKN Vote shall not have been obtained by reason of the failure to obtain the Requisite YDKN Vote at the YDKN Shareholders Meeting or at any adjournment or postponement thereof;

(f) No FNB Shareholder Approval. by YDKN, if the Requisite FNB Vote shall not have been obtained by reason of the failure to obtain the Requisite FNB Vote at the FNB Shareholders Meeting or at any adjournment or postponement thereof;

(g) YDKN Failure to Recommend. at any time prior to such time as the Requisite YDKN Vote is obtained, by FNB if (i) YDKN shall have breached Section 6.11(a) – (d) in any respect materially adverse to FNB, (ii) the YDKN Board of Directors shall have failed to make the YDKN Recommendation or shall have effected a Change in YDKN Recommendation, (iii) the YDKN Board of Directors shall have approved, recommended or endorsed (or in the case of a tender or exchange offer, failed to recommend rejection of within the ten (10) business day period specified in Rule 14e-2 under the Exchange Act), or proposed or resolved to recommend or endorse an Acquisition Proposal, or (iv) YDKN shall have materially breached its obligations under Section 6.3(a) by failing to call, give notice of, convene and hold the YDKN Shareholders Meeting;

(h) FNB Failure to Recommend. at any time prior to such time as the Requisite FNB Vote is obtained, by YDKN if (i) the FNB Board of Directors shall have failed to make the FNB Recommendation or withdrawn or modified in a manner adverse to YDKN the FNB Recommendation or (ii) FNB shall have materially breached its obligations under Section 6.3(b) by failing to call, give notice of, convene and hold the FNB Shareholders Meeting;

(i) Superior Proposal. at any time prior to the such time as the Requisite YDKN Vote has been obtained, by YDKN in order to enter concurrently into an Acquisition Proposal that has been received by YDKN and the YDKN Board of Directors in compliance with Sections 6.11(a) and (b) and that YDKN's Board of Directors concludes in good faith, in consultation with its financial and legal advisors, that such Acquisition Proposal is a Superior Proposal; provided, however, that this Agreement may be terminated by YDKN pursuant to Section 8.1(g) or this Section 8.1(i) only after the third (3rd) business day following YDKN's provision of written notice to FNB advising FNB that the YDKN Board of Directors is prepared to accept a Superior Proposal (it being understood, for the avoidance of doubt, that the delivery of such notice shall not entitle FNB to terminate this Agreement pursuant to this Section 8.1(i)) and only if (i) during such three (3) business day period, YDKN has negotiated, and has used its reasonable best efforts to cause its financial and legal advisors to negotiate, with FNB in good faith to make such adjustments in the terms and conditions of this Agreement such that such

Acquisition Proposal would no longer constitute a Superior Proposal and (ii) YDKN's Board of Directors has considered any such adjustments in the terms and conditions of this Agreement resulting from such negotiations and has concluded in good faith, based upon consultation with its financial and legal advisers, that such Acquisition Proposal remains a Superior Proposal even after giving effect to the adjustments proposed by FNB, and further provided that such termination shall not be effective until YDKN has paid the Break-up Fee provided by Section 6.11(f) to FNB; or

(j) FNB Market Value. by YDKN, if the YDKN Board of Directors so determines by a majority vote of its members at any time during the five (5) business day period commencing on the Determination Date if both of the following conditions are satisfied:

(i) the FNB Market Value is less than 80% of the Initial FNB Market Value; and

(ii) the number obtained by dividing the FNB Market Value by the Initial FNB Market Value ("FNB Ratio") shall be less than the quotient obtained by dividing the Final Index Price by the Initial Index Price, minus 0.20 (the "Index Ratio").

(iii) For purposes of this Section 8.1(j), the following terms shall have the meanings indicated below:

(A) "FNB Market Value" shall be the average of the daily closing sales prices of a share of FNB Common Stock as reported on NYSE for the ten (10) consecutive trading days immediately preceding the Determination Date.

(B) "Determination Date" shall mean the date on which the last Requisite Regulatory Approval is obtained with respect to the transactions contemplated by this Agreement, without regard to a requisite waiting period.

(C) "Final Index Price" means the average of the closing price of the Index on each of ten (10) consecutive trading days immediately preceding the Determination Date.

(D) "Index" means the SNL Mid Cap U.S. Bank Index; provided, however, that if the SNL Mid Cap U.S. Bank Index is not available for any reason, "Index" shall mean the NASDAQ Bank Index.

(E) "Initial FNB Market Value" means the average of the daily closing sales prices of a share of FNB Common Stock, as reported on NYSE, for the ten (10) consecutive trading days immediately preceding the date of this Agreement.

(F) "Initial Index Price" means the average of the closing prices of the Index for the ten (10) consecutive trading days immediately preceding the date of this Agreement.

(iv) For purposes of this Section 8.1(j), if FNB or any company belonging to the Index declares or effects a stock dividend, reclassification, recapitalization, split-up, combination, exchange of shares or similar transaction between the date of this Agreement and the Determination Date, the prices for the common stock of such company shall be appropriately adjusted for the purposes of applying this Section 8.1(j).

8.2 Effect of Termination. In the event of termination of this Agreement by either FNB or YDKN as provided in Section 8.1, this Agreement shall forthwith become void and have no effect except (i) Sections 6.2(b), 6.11(f)-(h), 8.2, 9.3 and 9.8 shall survive any termination of this Agreement and (ii) notwithstanding anything to the contrary contained in this Agreement, no party shall be relieved or released from any liability or damages arising out of its fraud or willful breach of any of the provisions of this Agreement.

8.3 Amendment. Subject to compliance with applicable Law, this Agreement may be amended by the parties, by action taken or authorized by their respective Boards of Directors at any time before or after the receipt of the Requisite YDKN Vote; provided, however, that after the receipt of the Requisite YDKN Vote, there may not be, without further approval of the YDKN shareholders, any amendment of this Agreement that requires such further approval under applicable Law. This Agreement may not be amended except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties.

8.4 Extension; Waiver. At any time prior to the Effective Time, the parties may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained in this Agreement; provided, however, that after the receipt of the Requisite YDKN Vote, there may not be, without further approval of the YDKN shareholders, any extension or waiver that requires further approval under applicable Law or any portion of this Agreement that changes the amount or form of the consideration to be delivered to the holders of YDKN Common Stock under this Agreement, other than as this Agreement contemplates. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE 9

GENERAL PROVISIONS

9.1 Closing. On the terms and subject to the conditions set forth in this Agreement, the closing of the Merger (the “Closing”) shall take place at 10:00 A.M., Pittsburgh time, at the offices of Reed Smith LLP, on a date which shall be no later than five (5) business days after the satisfaction or waiver, subject to applicable Law, of the latest to occur of the conditions set forth in Article 7, other than those conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver thereof, unless the parties, by mutual written agreement,

agree that the Closing shall occur on another date or place or at another time (the “Closing Date”), provided that in no event shall the Closing occur prior to January 2, 2017.

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

9.3 Expenses.

(a) Each party to this Agreement will bear all fees and expenses incurred by it in connection with this Agreement and the transactions this Agreement contemplates, including fees and expenses of its own financial consultants, accountants and counsel, except that expenses of printing the Joint Proxy Statement and all filing and other fees to be paid to the SEC in connection with the Merger shall be shared equally between YDKN and FNB (it being understood that each party shall bear its own expenses in connection with mailing the Joint Proxy Statement to such party’s shareholders in connection with the shareholders meetings contemplated by Section 6.3), and provided further that, in accordance with Section 8.2, nothing contained in this Agreement shall limit either party’s rights to recover any liabilities or damages arising out of the other party’s fraud or willful breach of any provision of this Agreement.

(b) In the event that this Agreement is terminated by:

- (i) FNB pursuant to Section 8.1(b)(i); or
- (ii) YDKN pursuant to Section 8.1(b)(ii),

then the non-terminating party shall pay to the terminating party by wire transfer of immediately available funds, within three (3) business days following delivery of a statement of such expenses, all out-of-pocket costs and expenses, up to a maximum of \$1.5 million, including professional fees of legal counsel, financial advisors and accountants, and their expenses, actually incurred by the terminating party in connection with the Merger and this Agreement.

9.4 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent via facsimile, with confirmation, sent via email, with confirmation, so long as such email states it is a notice delivered pursuant to this Section 9.4, delivered by an express courier or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses or at such other address for a party as shall be specified by like notice:

(a) if to YDKN, to:

Yadkin Financial Corporation
3600 Glenwood Avenue, Suite 300
Raleigh, NC 27612
Attention: Scott M. Custer, President & Chief Executive Officer
Email: Scott.Custer@yadkinbank.com

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

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Sven G. Mickisch
Facsimile: (917) 777-3554
Email: Sven.Mickisch@skadden.com

(b) if to FNB, to:

F.N.B. Corporation
One F.N.B. Boulevard
Hermitage, PA 16148
Attention: Vincent J. Delie, Jr., President and Chief Executive Officer
Facsimile: (724) 983-3515
Email: Delie@fnb-corp.com

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

Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Attention: Gary R. Walker, Esq.
Facsimile: (412) 288-3063
Email: gwalker@reedsmith.com

9.5 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The YDKN Disclosure Schedule and the FNB Disclosure Schedule, as well as all other schedules and all exhibits to this Agreement, shall be deemed part of this Agreement and included in any reference to this Agreement. Any matter disclosed pursuant to any section of either Disclosure Schedule shall be deemed disclosed for purposes of any other section of Article 3 or Article 4, respectively, to the extent that applicability of the disclosure to such other section is reasonably apparent on the face, notwithstanding the absence of a specific cross-reference, of such disclosure. No item is required to be set forth in either Disclosure Schedule as an exception to a representation or warranty if its absence would not result in the related representation or

warranty being deemed untrue or incorrect. The mere inclusion of an item in either Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by either party that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely to result in a Material Adverse Effect, or that any breach or violation of applicable Laws or any contract exists or has actually occurred. This Agreement shall not be interpreted or construed to require any person to take any action, or fail to take any action, if to do so would violate any applicable Law. As used in this Agreement, “knowledge” means the actual knowledge as of the date referenced of executive officers of the applicable party following reasonable inquiry of persons within their organization and its Subsidiaries who would be reasonably expected to be knowledgeable about the relevant subject matter. As used herein, (i) “business day” means any day other than a Saturday, a Sunday or a day on which banks in Raleigh, North Carolina or Pittsburgh, Pennsylvania are authorized by law or executive order to be closed, (ii) the term “made available” means any document or other information that was (a) provided by one party or its representatives to the other party or its representatives prior to the date hereof, (b) included in the virtual data room of a party prior to the date hereof or (c) filed by a party with the SEC and publicly available on EDGAR prior to the date hereof, (iii) references to “the date hereof” shall mean the date of this Agreement, (iv) the word “or” is not exclusive and (v) terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

9.6 Counterparts. This Agreement, any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, may be executed in two or more counterparts, including by facsimile or other electronic means, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

9.7 Entire Agreement. This Agreement, including the documents and the instruments referred to in this Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

9.8 Governing Law; Jurisdiction; Specific Performance.

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

(b) Each of the parties to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions that are contemplated by this Agreement exclusively in any federal or state court sitting in Wilmington, Delaware (the “Chosen Courts”), and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i)

irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9.4.

(c) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.8.

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

9.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable. In all such cases, the parties shall use their reasonable best efforts to substitute a valid, legal and enforceable provision that, insofar as practicable, implements the original purposes and intents of this Agreement.

9.10 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties, whether by operation of law or otherwise, without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of

and be enforceable by each of the parties and their respective successors and assigns. Except as otherwise specifically provided in Section 6.7(d), this Agreement, including the documents and instruments referred to in this Agreement, is not intended to and does not confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the duly authorized officers of F.N.B. Corporation and Yadkin Financial Corporation have executed this Agreement as of the date first above written.

F.N.B. CORPORATION

By:  _____

Name: Vincent J. Delie, Jr.

Title: President and Chief Executive Officer

YADKIN FINANCIAL CORPORATION

By: _____

Name: Scott M. Custer

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the duly authorized officers of F.N.B. Corporation and Yadkin Financial Corporation have executed this Agreement as of the date first above written.

F.N.B. CORPORATION

By: _____

Name: Vincent J. Delie, Jr.

Title: President and Chief Executive Officer

YADKIN FINANCIAL CORPORATION

By:  _____

Name: Scott M. Custer

Title: President and Chief Executive Officer

**FORM OF VOTING AGREEMENT
(Individuals)**

FORM OF VOTING AGREEMENT

July 20, 2016

F.N.B. Corporation
One North Shore Center
12 Federal Street
Pittsburgh, PA 15212

Ladies and Gentlemen:

Concurrently with the execution of this letter agreement ("Voting Agreement"), F.N.B. Corporation, a Florida corporation ("FNB"), and Yadkin Financial Corporation, a North Carolina corporation ("Yadkin"), are entering into an Agreement and Plan of Merger, of even date herewith (the "Merger Agreement"), whereby Yadkin will merge with and into FNB (the "Merger") and shareholders of Yadkin will receive the Merger Consideration as set forth in the Merger Agreement, subject to the closing of the Merger. All defined terms used but not defined herein shall have the meanings ascribed thereto in the Merger Agreement.

A condition to FNB's interest in entering into the Merger Agreement is that I execute and deliver this Voting Agreement to FNB.

Intending to be legally bound hereby, I irrevocably agree and represent as follows:

(a) As of the date of this Voting Agreement, I have, and at all times during the term of this Voting Agreement will have, beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of, and good and valid title to, the number of shares of voting common stock, par value \$1.00 per share, of Yadkin (the "Yadkin Common Stock"), that is set forth on Appendix A hereto, and I hold stock options or restricted stock awards to acquire or obtain the number of shares of Yadkin Common Stock set forth on Appendix A hereto. All of the securities listed on Appendix A are owned free and clear of any proxy or voting restriction, claims, liens, encumbrances and security interests and any other limitation or restriction whatsoever (including, except with respect to stock options or restricted stock awards, any restriction on the right to dispose of such securities). None of the securities listed on Appendix A is subject to any voting trust or other agreement or arrangement with respect to the voting rights of such securities.

(b) As of the date of this Voting Agreement, except for the securities set forth on Appendix A, I do not beneficially own any (i) shares of capital stock or voting securities of Yadkin, (ii) securities of Yadkin convertible into or exchangeable for shares of capital stock or voting securities of Yadkin or (iii) options or other rights to acquire from Yadkin any shares of capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of Yadkin. The Yadkin Common Stock listed on Appendix A, together with all Yadkin Common Stock that I subsequently acquire during the term of this Voting Agreement, including through the exercise of any stock options, warrants or similar instruments, are referred to herein as the "Shares".

July 20, 2016

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(c) During the term of this Voting Agreement, at the YDKN Shareholders Meeting and at any other meeting of Yadkin shareholders, however called, and on every action or approval by written consent of shareholders of Yadkin, I will vote or cause to be voted all Shares over which I have sole voting power, and I will use my reasonable best efforts to cause any Shares over which I share voting power to be voted in favor of (i) approval and adoption of the Merger Agreement and the transactions contemplated thereby, and (ii) any proposal to adjourn or postpone such meeting to a later date if there are not sufficient votes to approve the Merger Agreement. Determinations as to “sole” or “shared” voting power shall be made in accordance with Rule 13d-3 of the Exchange Act.

(d) During the term of this Voting Agreement, I will not, directly or indirectly, offer, sell, transfer, pledge, encumber or otherwise dispose of (collectively, “Transfer”) any Shares over which I have sole dispositive power (or any interest therein), and I will use my reasonable best efforts to not permit the Transfer of any Shares over which I have shared dispositive power (or any interest therein), except to the extent permitted by paragraph (g) hereof.

(e) I agree that Yadkin shall not be bound by any attempted sale of any Yadkin Common Stock over which I have sole voting and dispositive power, and Yadkin’s transfer agent shall be given appropriate stop transfer orders and shall not be required to register any such attempted sale, unless the sale has been effected in compliance with the terms of this Voting Agreement.

(f) I represent that I have the legal capacity to enter into this Voting Agreement, that I have duly and validly executed and delivered this Voting Agreement and that this Voting Agreement is a valid and binding obligation enforceable against me in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors’ rights and general equitable principles; and further, that no consent of my spouse is necessary under any “community property” or other laws in order for me to enter into and perform my obligations under this Voting Agreement.

(g) Notwithstanding anything herein to the contrary, I may Transfer any or all of the Shares over which I have beneficial ownership to my spouse, ancestors or descendants or other transfers solely for estate planning purposes; provided, however, that in any such case, prior to and as a condition to the effectiveness of such Transfer, each person to which any of such Shares or any interest in any of such Shares is or may be Transferred shall have executed and delivered to FNB an agreement to be bound by the terms of this Voting Agreement.

I am signing this Voting Agreement solely in my capacity as a shareholder of Yadkin and as an option or restricted stock holder, if I am such, and not in any other capacity, such as a director or officer of Yadkin or as a fiduciary of any trusts in which I am not a beneficiary.

Notwithstanding anything herein to the contrary: (a) I make no agreement or understanding herein in any capacity other than in my capacity as a beneficial owner of Yadkin Common Stock and (b) nothing herein shall be construed to limit or affect any action or inaction by me or any of my representatives, as applicable, in serving on Yadkin’s Board of Directors or as an officer of Yadkin, in acting in my capacity as a director, officer or fiduciary of Yadkin.

This Voting Agreement shall terminate and be of no further force and effect concurrently with, and automatically upon, the earliest to occur of (a) the favorable vote of the Yadkin

July 20, 2016

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shareholders with respect to the approval of the Merger Agreement, (b) the Effective Time, (c) FNB and I enter into a written agreement to terminate this Voting Agreement, or (d) any termination of the Merger Agreement in accordance with its terms, except that any such termination shall be without prejudice to FNB's rights if termination should arise out of my willful breach of any covenant or representation contained herein.

All notices and other communications in connection with this Voting Agreement shall be in writing and shall be deemed given if delivered personally, sent via facsimile, with confirmation, mailed by registered or certified mail, return receipt requested, or delivered by an express courier, with confirmation, to the other party hereto at its addresses set forth on the signature page hereto.

This Voting Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. This Voting Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Voting Agreement.

I agree and acknowledge that FNB may be irreparably harmed by, and that there may be no adequate remedy at law for, any violation of this Voting Agreement by me. Without limiting other remedies, FNB shall have the right to seek to enforce this Voting Agreement by specific performance or injunctive relief. This Voting Agreement and all claims arising hereunder or relating hereto, shall be governed and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. I hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in Wilmington, Delaware, in any action or proceeding arising out of or relating to this letter.

If any term, provision, covenant or restriction of this Voting Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Voting Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Voting Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

July 20, 2016

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This Voting Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

Very truly yours,

[Name of Shareholder]

Address: _____

Facsimile: _____

Acknowledged and Agreed:

F.N.B. CORPORATION

By: _____

Vincent J. Delie, Jr.,
President and Chief Executive Officer

Address: One North Shore Center
12 Federal Street
Pittsburgh, PA 15212
Facsimile: (724) 983-3515

Dated: _____, 2016

Appendix A to Voting Agreement

Common shares beneficially owned (including shares underlying restricted stock awards and excluding shares issuable upon the exercise of stock options) – [●]

Shares issuable upon the exercise of vested stock options – [●]

**FORM OF VOTING AGREEMENT
(Entities)**

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of July 20, 2016 (this "Agreement"), is entered into by and between F.N.B. Corporation, a Florida corporation ("FNB"), and the undersigned shareholder of the Company (together with its affiliated private investment funds holding shares of Company Common Stock, the "Shareholder"). Capitalized terms used herein and not defined shall have the meanings specified in the Merger Agreement (defined below).

WHEREAS, concurrently herewith, Yadkin Financial Corporation, a North Carolina corporation (the "Company" or "YDKN"), and FNB are entering into that certain Agreement and Plan of Merger (the "Merger Agreement") pursuant to which, among other transactions, the Company will, on the terms and subject to the conditions set forth therein, merge with and into FNB, with FNB being the surviving company and, in connection therewith, the shares of voting common stock, par value \$1.00 per share, of the Company issued and outstanding immediately prior to the Effective Time, other than Treasury Shares, will, without any further action on the part of the holder thereof, be automatically converted into the right to receive the Merger Consideration as set forth in the Merger Agreement, subject to the terms and conditions therein;

WHEREAS, as of the date hereof, the Shareholder is the record and beneficial owner of, and has the sole right to vote and dispose of, the number of shares of voting common stock of the Company ("Company Common Stock") set forth on the signature page hereto (such shares of Company Common Stock are hereinafter referred to as the "Shares"), and the Shares, together with any other capital stock of the Company acquired by the Shareholder after the date hereof, whether acquired directly or indirectly, upon the exercise of options, conversion of convertible securities or otherwise, and any other securities issued by the Company that are entitled to vote on the approval of the Merger Agreement held or acquired by the Shareholder, whether acquired heretofore or hereafter, are collectively referred to herein as the "Subject Shares";

WHEREAS, receiving the Requisite YDKN Vote is a condition to the consummation of the transactions contemplated by the Merger Agreement; and

WHEREAS, as an inducement to FNB to enter into the Merger Agreement and incur the obligations therein, FNB has required that the Shareholder enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Vote; Restrictions on Voting and Dispositions.

(a) Agreement to Vote Subject Shares. The Shareholder hereby irrevocably agrees that from the date hereof until the Expiration Time, at any meeting (whether annual or special and each adjourned or postponed meeting) of the Company's shareholders, however called, the Shareholder will, to the fullest extent that the Subject Shares are entitled to vote thereon, (x) appear at such meeting or otherwise cause all of the Subject Shares to be

counted as present thereat for purposes of calculating a quorum and (y) vote or cause to be voted all of the Subject Shares to approve the Merger Agreement, provided that the Merger Agreement shall not have been amended or otherwise modified in a manner that would reasonably be expected to be materially adverse to the Shareholder (including, for the avoidance of doubt, the making of any waiver, amendment or other modification of the Merger Agreement that reduces the amount or value of, or changes the type of, consideration payable to holders of Company Common Stock in the Merger).

(b) Restrictions on Transfers. The Shareholder hereby agrees that, from the date hereof until the earlier of the receipt of the Requisite YDKN Vote or the Expiration Time, the Shareholder shall not, directly or indirectly, sell, offer to sell, give, pledge, grant a security interest in, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell, any Subject Shares (collectively, "Transfer") other than to its affiliates (a "Permitted Transferee"); *provided* that as a condition to such Transfer, such affiliate shall execute an agreement that is identical in form to this Agreement; *provided, further,* that the assigning Shareholder shall remain jointly and severally liable for the breaches of any of such affiliates of the terms hereof. Any Transfer in violation of this provision shall be void. The Shareholder further authorizes FNB to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Subject Shares and that this Agreement places limits on the voting of the Subject Shares.

(c) Transfer of Voting Rights. The Shareholder hereby agrees that the Shareholder shall not deposit any Subject Shares in a voting trust, grant any proxy or power of attorney or enter into any voting agreement or similar agreement or arrangement, in each case, in contravention of the obligations of the Shareholder under this Agreement with respect to any of the Subject Shares.

(d) Acquired Shares. Any shares of Company Common Stock or other voting securities of the Company with respect to which beneficial ownership is acquired by the Shareholder or its affiliates, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares of Company Common Stock or upon exercise or conversion of any securities of the Company, if any, after the date hereof shall automatically become subject to the terms of this Agreement as Subject Shares.

(e) Inconsistent Agreements. The Shareholder hereby agrees that it shall not enter into any agreement, contract or understanding with any person prior to the termination of this Agreement, directly or indirectly, to vote, grant a proxy or power of attorney or give instructions with respect to the voting of the Subject Shares in any manner which is inconsistent with this Agreement.

2. Non-Solicit. In its capacity as a shareholder of the Company, the Shareholder shall not, and shall use its reasonable best efforts to cause its affiliates (excluding portfolio company investments) and each of their respective officers, directors, employees and representatives acting on its behalf not to, directly or indirectly, solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in the Securities Exchange Act) or otherwise knowingly encourage or assist any party in taking or planning any action that would

reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement.

3. Representations, Warranties and Covenants of the Shareholder.

(a) Representations and Warranties. The Shareholder represents and warrants to FNB as follows:

(i) Capacity. The Shareholder is duly organized and validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite capacity, power and authority to enter into and perform his, her or its obligations under this Agreement. No filing with, and no permit, authorization, consent or approval of, a Governmental Entity is necessary on the part of the Shareholder for the execution, delivery and performance of this Agreement by the Shareholder or the consummation by the Shareholder of the transactions contemplated hereby.

(ii) Due Authorization. This Agreement has been duly executed and delivered by the Shareholder and the execution, delivery and performance of this Agreement by the Shareholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Shareholder.

(iii) Binding Agreement. Assuming the due authorization, execution and delivery of this Agreement by FNB, this Agreement constitutes the valid and binding agreement of the Shareholder, enforceable against the Shareholder in accordance with its terms (except in all cases as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, receivership, conservatorship, moratorium, or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding may be brought).

(iv) Non-Contravention. The execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of his, her or its obligations hereunder and the consummation by the Shareholder of the transactions contemplated hereby will not violate or conflict with, or constitute a default under, any agreement, instrument, contract or other obligation or any order, arbitration award, judgment or decree to which the Shareholder is a party or by which the Shareholder is bound, or any statute, rule or regulation to which the Shareholder is subject or, in the event that the Shareholder is a corporation, partnership, trust or other entity, any charter, bylaw or other organizational document of the Shareholder, except for any of the foregoing as would not reasonably be expected, either individually or in the aggregate, to impair the ability of the Shareholder to perform its obligations hereunder. Except as contemplated by this Agreement, the Shareholder (a) has not entered into any voting agreement or voting trust with respect to any Shares or entered into any other contract relating to the voting of the Shares or (b) has not appointed or granted a proxy or power of attorney with respect to any Shares.

(v) Ownership of Shares. Except for restrictions in favor of FNB pursuant to this Agreement, and except for such transfer restrictions of general applicability as may be provided under the Securities Act of 1933, as amended, and the “blue sky” laws of the various States of the United States, the Shareholder owns, beneficially and of record, all of the Shares, as applicable, free and clear of any proxy, voting restriction, security interest, or other lien and has sole voting power and sole power of disposition with respect to the Shares with no restrictions on the Shareholder’s rights of voting or disposition pertaining thereto and no person other than the Shareholder has any right to direct or approve the voting or disposition of any of the Shares. As of the date hereof, the number of Shares equals that number of shares of Company Common Stock set forth on the signature page hereto. The Shareholder has possession of an outstanding certificate or outstanding certificates representing all of the Shares (other than Shares held at the Depository Trust Company and/or in book-entry form) and such certificate or certificates does or do not contain any legend or restriction inconsistent with the terms of this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby.

(vi) Legal Actions. As of the date of this Agreement, there is no action, suit, investigation, complaint or other proceeding pending against the Shareholder or, to the knowledge of the Shareholder, threatened against the Shareholder that restricts or prohibits (or, if successful, would restrict or prohibit) the exercise by the Shareholder of its obligations under this Agreement.

(vii) Reliance. The Shareholder understands and acknowledges that FNB is entering into the Merger Agreement in reliance upon the Shareholder’s execution and delivery of this Agreement and the representations and warranties of the Shareholder contained herein.

(b) Representations and Warranties. FNB represents and warrants to the Shareholder as follows:

(i) Capacity. FNB is duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to enter into and perform its obligations under this Agreement. No filing with, and no permit, authorization, consent or approval of, a Governmental Entity is necessary on the part of FNB for the execution, delivery and performance of this Agreement by FNB or the consummation by FNB of the transactions contemplated hereby.

(ii) Due Authorization. This Agreement has been duly executed and delivered by FNB and the execution, delivery and performance of this Agreement by FNB and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of FNB.

(iii) Binding Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Shareholder, this Agreement constitutes the valid and binding agreement of FNB, enforceable against FNB in accordance with its terms

(except in all cases as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, receivership, conservatorship, moratorium, or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding may be brought).

(iv) Non-Contravention. The execution and delivery of this Agreement by FNB does not, and the performance by FNB of its obligations hereunder and the consummation by FNB of the transactions contemplated hereby will not, violate or conflict with, or constitute a default under, any agreement, instrument, contract or other obligation or any order, arbitration award, judgment or decree to which FNB is a party or by which FNB is bound, or any statute, rule or regulation to which FNB is subject or, in the event that FNB is a corporation, partnership, trust or other entity, any charter, bylaw or other organizational document of FNB, except for any of the foregoing as would not reasonably be expected, either individually or in the aggregate, to impair the ability of FNB to perform its obligations hereunder.

(c) Covenants. From the date hereof until the Expiration Time:

(i) the Shareholder agrees not to take any action that would make any representation or warranty of the Shareholder contained herein untrue or incorrect or have the effect of preventing, impeding or in any material respect, interfering with or adversely affecting the performance by the Shareholder of its obligations under this Agreement;

(ii) the Shareholder hereby agrees, while this Agreement is in effect, to promptly notify FNB of the number of any new shares of Company Common Stock acquired by the Shareholder, if any, after the date hereof; and

(iii) the Shareholder hereby authorizes FNB and the Company to publish and disclose in any announcement or disclosure required by applicable Law and any proxy statement filed in connection with the transactions contemplated by the Merger Agreement solely the Shareholder's identity and ownership of the Subject Shares and the nature of the Shareholder's obligation under this Agreement, subject to the prior written approval of such disclosure, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Termination. Other than this Section 4 and Section 5, which shall survive any termination of this Agreement, this Agreement will terminate (the "Expiration Time") upon the earliest of (a) the favorable vote of the YDKN shareholders with respect to the approval of the Merger Agreement, (b) the Effective Time, (c) the date of termination of the Merger Agreement in accordance with its terms, (d) the making of any waiver, amendment or other modification of the Merger Agreement that reduces the amount or value of consideration payable to holders of Company Common Stock in the Merger, or changes the type of consideration payable to holders of Company Common Stock in the Merger in a manner reasonably expected to be adverse to holders of Company Common Stock (for the avoidance of doubt, any such change that reduces the amount or value of the consideration payable to holders of Company

Common Stock in the Merger shall be considered "adverse to holders of Company Common Stock"), and (e) the date on which the Merger Agreement shall have been amended or otherwise modified in a manner that would otherwise be reasonably expected to be materially adverse to the Shareholder; *provided* that no such termination shall relieve any party hereto from any liability for any willful and material breach of this Agreement occurring prior to such termination.

5. Miscellaneous.

(a) Expenses. All expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

(b) Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by email or facsimile transmission (provided that any notice received by facsimile transmission or otherwise at the addressee's location on any business day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next business day), by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

If to FNB, to:

F.N.B. Corporation
One North Shore Center
12 Federal Street
Pittsburgh, PA 15212
Attention: Vincent J. Delie, Jr., President and Chief Executive Officer
Facsimile: (724) 983-3515
Email: Delie@fnb-corp.com

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

Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Attention: Gary R. Walker, Esq.
Facsimile: (412) 288-3063
Email: gwalker@reedsmith.com

If to the Shareholder, to the address for the Shareholder set forth on the signature pages hereto.

(c) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated except by an instrument in writing signed by FNB and the Shareholder.

(d) Successors and Assigns. No party may assign any of its or his rights or delegate any of its or his obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns, including without limitation any corporate successor by merger or otherwise.

(e) Third Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the parties to this Agreement and their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

(f) No Partnership, Agency, or Joint Venture. This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between the parties hereto.

(g) Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(h) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(i) Specific Performance; Remedies Cumulative. The parties hereto acknowledge that money damages are not an adequate remedy for violations of this Agreement and that any party, in addition to any other rights and remedies which the parties may have hereunder or at law or in equity, may, in his or its sole discretion, apply to a court of competent jurisdiction for specific performance or injunction or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such rights, powers or remedies by such party.

(j) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with his or its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of his or its right to exercise any such or other right, power or remedy or to demand such compliance.

(k) Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to any applicable conflicts of law principles.

(l) Submission to Jurisdiction. The parties hereto agree that any suit, action or proceeding brought by either party to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal or state court located in Wilmington, Delaware. Each of the parties hereto submits to the jurisdiction of any such court in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby, and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in such action or proceeding. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

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

(n) Drafting and Representation. The parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted for or against any party because that party or his or its legal representative drafted the provision.

(o) Name, Captions, Gender. Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms.

(p) Counterparts. This Agreement may be executed by facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, the parties hereto.

(q) No Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto (including, for the avoidance of doubt, any Permitted Transferees) and no former, current or future equity holders, controlling persons, directors, officers, employees, agents or affiliates of any party hereto or any former, current or future stockholder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or affiliate (other than the Shareholder) of any of the foregoing, including the Company (each, unless a Permitted Transferee, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party. For the avoidance of doubt, nothing in this Section 5(q) shall be deemed to limit, restrict or otherwise affect in any way any rights or remedies available under the Merger Agreement.

[SIGNATURE PAGES FOLLOW]

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

F.N.B. CORPORATION

By: _____
Name:
Title:

[SIGNATURE PAGE TO VOTING AGREEMENT]

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

SHAREHOLDER

[ENTITY NAME]

By: _____

Name:

Title:

Number of Shares: _____

Address: _____

[SIGNATURE PAGE TO VOTING AGREEMENT]

EXHIBIT B

FORM OF BANK MERGER AGREEMENT

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (“Bank Merger Agreement”), dated as of July 20, 2016, is by and between First National Bank of Pennsylvania (“FNB Bank”) and Yadkin Bank (“Yadkin Bank”). All capitalized terms used herein but not defined herein shall have the respective meanings assigned to them in the Agreement and Plan of Merger (the “Parent Merger Agreement”) dated as of July 20, 2016, between F.N.B. Corporation (“FNB”) and Yadkin Financial Corporation (“YDKN”).

WITNESSETH:

WHEREAS, Yadkin Bank is a North Carolina banking institution and a wholly owned subsidiary of YDKN; and

WHEREAS, FNB Bank is a national banking association and a wholly owned subsidiary of FNB; and

WHEREAS, FNB and YDKN have entered into the Parent Merger Agreement, pursuant to which YDKN will merge with and into FNB (the “Parent Merger”); and

WHEREAS, FNB Bank and Yadkin Bank desire to merge on the terms and conditions herein provided immediately following the effective time of the Parent Merger.

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

1. The Bank Merger. Subject to the terms and conditions of the Parent Merger Agreement and this Bank Merger Agreement, at the Effective Time (as defined in Section 2 below), Yadkin Bank shall merge with and into FNB Bank (the “Bank Merger”) under the laws of the United States and of the State of North Carolina. FNB Bank shall be the surviving bank of the Bank Merger (the “Surviving Bank”).
2. Effective Time. The Bank Merger shall become effective on the date and at the time (the “Effective Time”) specified in the Bank Merger approval to be issued by the Office of the Comptroller of the Currency (the “OCC”), which date and time shall not be earlier than the Effective Time provided for the Parent Merger pursuant to Section 1.2 of the Parent Merger Agreement.
3. Charter; Bylaws. The Charter and Bylaws of FNB Bank in effect immediately prior to the Effective Time shall be the Charter and Bylaws of the Surviving Bank, until altered, amended or repealed in accordance with their terms and applicable law.
4. Name; Offices. The name of the Surviving Bank shall be “First National Bank of Pennsylvania.” The main office of the Surviving Bank shall be the main office of FNB Bank immediately prior to the Effective Time.
5. Directors and Executive Officers. Upon consummation of the Bank Merger, (i) the directors of the Surviving Bank shall be the directors of FNB Bank immediately prior to the

Effective Time and one (1) current member of the board of directors of YDKN, and (ii) the executive officers of FNB Bank immediately prior to the Effective Time shall serve as the executive officers of the Surviving Bank. Each of the directors and officers of the Surviving Bank immediately after the Effective Time shall hold office until his or her successor is elected and qualified in accordance with the charter and bylaws of the Surviving Bank or until his or her earlier death, resignation or removal.

6. Effects of the Merger. Upon consummation of the Bank Merger, and in addition to the effects set forth at 12 U.S.C. § 215a, the applicable provisions of the regulations of the OCC and other applicable law, (i) all assets of FNB Bank and Yadkin Bank as they exist at the Effective Time, shall pass to and vest in the Surviving Bank without any conveyance or other transfer; (ii) the Surviving Bank shall be considered the same business and corporate entity as each constituent bank with all the rights, powers and duties of each constituent bank and (iii) the Surviving Bank shall be responsible for all the liabilities of every kind and description, of each of FNB Bank and Yadkin Bank existing as of the Effective Time, all in accordance with the provisions of The National Bank Act.

7. Effect on Shares of Stock.

(a) Each share of FNB Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

(b) At the Effective Time, each share of Yadkin Bank capital stock issued and outstanding prior to the Bank Merger shall, by virtue of the Bank Merger and without any action on the part of the holder thereof, be canceled. Any shares of Yadkin Bank capital stock held in the treasury of Yadkin Bank immediately prior to the Effective Time shall be retired and canceled.

8. Procurement of Approvals. This Bank Merger Agreement shall be subject to the approval of FNB as the sole shareholder of FNB Bank and YDKN as the sole shareholder of Yadkin Bank at meetings to be called and held or by consent in lieu thereof in accordance with the applicable provisions of law and their respective organizational documents. FNB Bank and Yadkin Bank shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary for consummation of the Bank Merger on the terms provided herein, including without limitation the preparation and submission of such applications or other filings for the Bank Merger with the OCC, the North Carolina Commissioner of Banks and the North Carolina Department of the Secretary of State as may be required by applicable laws and regulations.

9. Conditions Precedent. The obligations of the parties under this Bank Merger Agreement shall be subject to: (i) the approval of this Bank Merger Agreement by FNB as the sole shareholder of FNB Bank and YDKN as the sole shareholder of Yadkin Bank at meetings of shareholders duly called and held or by consent or consents in lieu thereof, in each case without any exercise of such dissenters' rights as may be applicable; (ii) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required; (iii) receipt of

any necessary regulatory approval to operate the main office and the branch offices of Yadkin Bank as offices of the Surviving Bank and (iv) the consummation of the Parent Merger pursuant to the Parent Merger Agreement at or before the Effective Time.

10. Additional Actions. If, at any time after the Effective Time, the Surviving Bank shall determine that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Bank its rights, title or interest in, to or under any of the rights, properties or assets of Yadkin Bank acquired or to be acquired by the Surviving Bank as a result of, or in connection with, the Bank Merger, or (b) otherwise carry out the purposes of this Bank Merger Agreement, Yadkin Bank and its proper officers and directors shall be deemed to have granted to the Surviving Bank an irrevocable power of attorney to (i) execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Bank and (ii) otherwise to carry out the purposes of this Bank Merger Agreement. The proper officers and directors of the Surviving Bank are fully authorized in the name of Yadkin Bank or otherwise to take any and all such action.

11. Amendment. Subject to applicable law, this Bank Merger Agreement may be amended, modified or supplemented only by written agreement of FNB Bank and Yadkin Bank at any time prior to the Effective Time.

12. Waiver. Any of the terms or conditions of this Bank Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party

13. Assignment. This Bank Merger Agreement may not be assigned by either FNB Bank or Yadkin Bank without the prior written consent of the other.

14. Termination. This Bank Merger Agreement may be terminated by written agreement of FNB Bank and Yadkin Bank at any time prior to the Effective Time, and in any event shall terminate upon the termination of the Parent Merger Agreement in accordance with its terms.

15. Governing Law. Except to the extent governed by federal law, this Bank Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of Delaware without regard to the conflicts of law provisions thereof.

16. Counterparts. This Bank Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of FNB Bank and Yadkin Bank have caused this Bank Merger Agreement to be executed on its behalf by their duly authorized officers.

FIRST NATIONAL BANK OF PENNSYLVANIA

By: _____

Vincent J. Delie, Jr.
President and Chief Executive Officer

YADKIN BANK

By: _____

Scott M. Custer
President and Chief Executive Officer

EXHIBIT “B”

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (“Bank Merger Agreement”), dated as of July 20, 2016, is by and between First National Bank of Pennsylvania (“FNB Bank”) and Yadkin Bank (“Yadkin Bank”). All capitalized terms used herein but not defined herein shall have the respective meanings assigned to them in the Agreement and Plan of Merger (the “Parent Merger Agreement”) dated as of July 20, 2016, between F.N.B. Corporation (“FNB”) and Yadkin Financial Corporation (“YDKN”).

WITNESSETH:

WHEREAS, Yadkin Bank is a North Carolina banking institution and a wholly owned subsidiary of YDKN; and

WHEREAS, FNB Bank is a national banking association and a wholly owned subsidiary of FNB; and

WHEREAS, FNB and YDKN have entered into the Parent Merger Agreement, pursuant to which YDKN will merge with and into FNB (the “Parent Merger”); and

WHEREAS, FNB Bank and Yadkin Bank desire to merge on the terms and conditions herein provided immediately following the effective time of the Parent Merger.

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

1. The Bank Merger. Subject to the terms and conditions of the Parent Merger Agreement and this Bank Merger Agreement, at the Effective Time (as defined in Section 2 below), Yadkin Bank shall merge with and into FNB Bank (the “Bank Merger”) under the laws of the United States and of the State of North Carolina. FNB Bank shall be the surviving bank of the Bank Merger (the “Surviving Bank”).
2. Effective Time. The Bank Merger shall become effective on the date and at the time (the “Effective Time”) specified in the Bank Merger approval to be issued by the Office of the Comptroller of the Currency (the “OCC”), which date and time shall not be earlier than the Effective Time provided for the Parent Merger pursuant to Section 1.2 of the Parent Merger Agreement.
3. Charter; Bylaws. The Charter and Bylaws of FNB Bank in effect immediately prior to the Effective Time shall be the Charter and Bylaws of the Surviving Bank, until altered, amended or repealed in accordance with their terms and applicable law.
4. Name; Offices. The name of the Surviving Bank shall be “First National Bank of Pennsylvania.” The main office of the Surviving Bank shall be the main office of FNB Bank immediately prior to the Effective Time.
5. Directors and Executive Officers. Upon consummation of the Bank Merger, (i) the directors of the Surviving Bank shall be the directors of FNB Bank immediately prior to the

Effective Time and one (1) current member of the board of directors of YDKN, and (ii) the executive officers of FNB Bank immediately prior to the Effective Time shall serve as the executive officers of the Surviving Bank. Each of the directors and officers of the Surviving Bank immediately after the Effective Time shall hold office until his or her successor is elected and qualified in accordance with the charter and bylaws of the Surviving Bank or until his or her earlier death, resignation or removal.

6. Effects of the Merger. Upon consummation of the Bank Merger, and in addition to the effects set forth at 12 U.S.C. § 215a, the applicable provisions of the regulations of the OCC and other applicable law, (i) all assets of FNB Bank and Yadkin Bank as they exist at the Effective Time, shall pass to and vest in the Surviving Bank without any conveyance or other transfer; (ii) the Surviving Bank shall be considered the same business and corporate entity as each constituent bank with all the rights, powers and duties of each constituent bank and (iii) the Surviving Bank shall be responsible for all the liabilities of every kind and description, of each of FNB Bank and Yadkin Bank existing as of the Effective Time, all in accordance with the provisions of The National Bank Act.

7. Effect on Shares of Stock.

(a) Each share of FNB Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

(b) At the Effective Time, each share of Yadkin Bank capital stock issued and outstanding prior to the Bank Merger shall, by virtue of the Bank Merger and without any action on the part of the holder thereof, be canceled. Any shares of Yadkin Bank capital stock held in the treasury of Yadkin Bank immediately prior to the Effective Time shall be retired and canceled.

8. Procurement of Approvals. This Bank Merger Agreement shall be subject to the approval of FNB as the sole shareholder of FNB Bank and YDKN as the sole shareholder of Yadkin Bank at meetings to be called and held or by consent in lieu thereof in accordance with the applicable provisions of law and their respective organizational documents. FNB Bank and Yadkin Bank shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary for consummation of the Bank Merger on the terms provided herein, including without limitation the preparation and submission of such applications or other filings for the Bank Merger with the OCC, the North Carolina Commissioner of Banks and the North Carolina Department of the Secretary of State as may be required by applicable laws and regulations.

9. Conditions Precedent. The obligations of the parties under this Bank Merger Agreement shall be subject to: (i) the approval of this Bank Merger Agreement by FNB as the sole shareholder of FNB Bank and YDKN as the sole shareholder of Yadkin Bank at meetings of shareholders duly called and held or by consent or consents in lieu thereof, in each case without any exercise of such dissenters' rights as may be applicable; (ii) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required; (iii) receipt of

any necessary regulatory approval to operate the main office and the branch offices of Yadkin Bank as offices of the Surviving Bank and (iv) the consummation of the Parent Merger pursuant to the Parent Merger Agreement at or before the Effective Time.

10. Additional Actions. If, at any time after the Effective Time, the Surviving Bank shall determine that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Bank its rights, title or interest in, to or under any of the rights, properties or assets of Yadkin Bank acquired or to be acquired by the Surviving Bank as a result of, or in connection with, the Bank Merger, or (b) otherwise carry out the purposes of this Bank Merger Agreement, Yadkin Bank and its proper officers and directors shall be deemed to have granted to the Surviving Bank an irrevocable power of attorney to (i) execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Bank and (ii) otherwise to carry out the purposes of this Bank Merger Agreement. The proper officers and directors of the Surviving Bank are fully authorized in the name of Yadkin Bank or otherwise to take any and all such action.

11. Amendment. Subject to applicable law, this Bank Merger Agreement may be amended, modified or supplemented only by written agreement of FNB Bank and Yadkin Bank at any time prior to the Effective Time.

12. Waiver. Any of the terms or conditions of this Bank Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party

13. Assignment. This Bank Merger Agreement may not be assigned by either FNB Bank or Yadkin Bank without the prior written consent of the other.

14. Termination. This Bank Merger Agreement may be terminated by written agreement of FNB Bank and Yadkin Bank at any time prior to the Effective Time, and in any event shall terminate upon the termination of the Parent Merger Agreement in accordance with its terms.

15. Governing Law. Except to the extent governed by federal law, this Bank Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of Delaware without regard to the conflicts of law provisions thereof.

16. Counterparts. This Bank Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of FNB Bank and Yadkin Bank have caused this Bank Merger Agreement to be executed on its behalf by their duly authorized officers.

FIRST NATIONAL BANK OF PENNSYLVANIA

By: 

Vincent J. Delie, Jr.
President and Chief Executive Officer

YADKIN BANK

By: _____
Scott M. Custer
President and Chief Executive Officer

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FIRST NATIONAL BANK OF PENNSYLVANIA

By: _____
Vincent J. Delie, Jr.
President and Chief Executive Officer

YADKIN BANK

By:  _____
Scott M. Custer
President and Chief Executive Officer

EXHIBIT “C”

**F.N.B. Corporation
Branch List**

Ownership: Current
Branch Status: Active,De Novo,Proposed
Location Type: Traditional,In-store
Market Type: County
Selected Markets: All,All

US Branch List By County : Anne Arundel, MD

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	1041861	1000 Bestgate Rd	Annapolis	MD	21401-3364	Active	Brick & Mortar	151,495	156,591	124,119	(3.25)	22.06
First National Bank of PA	1051189	120 Central Ave E	Edgewater	MD	21037-1491	Active	Brick & Mortar	53,489	56,861	76,193	(5.93)	(29.80)
First National Bank of PA	1051191	1372 Cape St Claire Rd	Annapolis	MD	21409-5216	Active	Brick & Mortar	29,063	29,120	31,094	(0.20)	(6.53)
First National Bank of PA	1198918	1905 Towne Centre Blvd	Annapolis	MD	21401-3594	Active	Brick & Mortar	21,101	22,292	5,997	(5.34)	251.86
First National Bank of PA	1214352	2379 Brandermill Blvd	Gambrills	MD	21054-1847	Active	Brick & Mortar	23,594	15,280	NA	54.41	NA
First National Bank of PA	1075880	576 Ritchie Hwy	Severna Park	MD	21146-2925	Active	Brick & Mortar	29,308	31,853	30,717	(7.99)	(4.59)
First National Bank of PA	1166517	7101 Bay Front Dr	Annapolis	MD	21403-3622	Active	Brick & Mortar	8,368	8,044	10,248	4.03	(18.35)
First National Bank of PA	1213673	7556 Teague Rd	Hanover	MD	21076-1213	Active	Brick & Mortar	34,862	8,793	NA	296.47	NA

US Branch List By County : Baltimore, MD

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	1175047	109 Sparks Valley Rd	Sparks	MD	21152-9332	Active	Brick & Mortar	15,929	20,706	12,694	(23.07)	25.48
First National Bank of PA	6842	1505 York Rd	Lutherville	MD	21093-5624	Active	Brick & Mortar	36,967	25,262	26,495	46.33	39.52
First National Bank of PA	7030	2185A York Rd	Lutherville	MD	21093-3110	Active	Brick & Mortar	54,290	59,506	58,785	(8.77)	(7.65)
First National Bank of PA	7026	4208 Ebenezer Rd	Baltimore	MD	21236-2108	Active	Brick & Mortar	92,898	102,417	129,633	(9.29)	(28.34)
First National Bank of PA	1174977	5000 Honeygo Center Dr	Perry Hall	MD	21128-9814	Active	Brick & Mortar	13,005	15,113	10,614	(13.95)	22.53
First National Bank of PA	1153990	515 Eastern Blvd	Baltimore	MD	21221-6702	Active	Brick & Mortar	21,580	23,457	16,249	(8.00)	32.81
First National Bank of PA	1157888	5340 Campbell Blvd	Nottingham	MD	21236-4922	Active	Brick & Mortar	40,815	44,921	29,547	(9.14)	38.14
First National Bank of PA	7032	6335 Baltimore National Pk	Catonsville	MD	21228-3910	Active	Brick & Mortar	39,963	41,360	48,506	(3.38)	(17.61)
First National Bank of PA	7028	7546 Holabird Ave	Dundalk	MD	21222-2104	Active	Brick & Mortar	37,611	40,149	41,323	(6.32)	(8.98)
First National Bank of PA	1181341	9231 Lakeside Blvd	Owings Mills	MD	21117-3859	Active	Brick & Mortar	12,487	10,240	6,867	21.94	81.84
First National Bank of PA	1160188	9613 Harford Rd	Baltimore	MD	21234-2150	Active	Brick & Mortar	24,899	26,780	20,786	(7.02)	19.79

US Branch List By County : Baltimore, MD (City)

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	1218849	300 E Lombard St	Baltimore	MD	21202-3219	Active	Brick & Mortar	24,799	2,807	NA	783.47	NA

US Branch List By County : Harford, MD

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	7027	203 N Main St	Bel Air	MD	21014-3554	Active	Brick & Mortar	37,764	39,306	40,640	(3.92)	(7.08)
First National Bank of PA	1157887	2105 Rock Spring Rd	Forest Hill	MD	21050-2617	Active	Brick & Mortar	18,592	21,761	21,645	(14.56)	(14.10)
First National Bank of PA	1157839	2128 N Fountain Green Rd	Bel Air	MD	21015-1414	Active	Brick & Mortar	13,896	13,554	13,440	2.52	3.39
First National Bank of PA	1153675	402 Constant Friendship Bk	Abingdon	MD	21009-2566	Active	Brick & Mortar	13,301	13,119	12,572	1.39	5.80

US Branch List By County : Howard, MD

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	1204048	10840 Little Patuxent Pkwy	Columbia	MD	21044-3115	Active	Brick & Mortar	37,495	44,837	25,315	(16.37)	48.11
First National Bank of PA	6844	9416 Baltimore National Pk	Ellicott City	MD	21042-2804	Active	Brick & Mortar	20,354	25,602	25,698	(20.50)	(20.80)

US Branch List By County : Montgomery, MD

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	1212823	20300 Seneca Meadows Pk	Germantown	MD	20876	Active	Brick & Mortar	63,641	25,962	NA	145.13	NA
First National Bank of PA	1211360	451 Hungerford Dr	Rockville	MD	20850-4151	Active	Brick & Mortar	5,288	17,123	NA	(69.12)	NA
First National Bank of PA	6813	501 N Frederick Ave	Gaithersburg	MD	20877-2507	Active	Brick & Mortar	51,023	70,521	70,984	(27.65)	(28.12)
First National Bank of PA	1160183	5229 River Rd	Bethesda	MD	20816-1415	Active	Brick & Mortar	61,950	83,101	50,823	(25.45)	21.89

US Branch List By County : Queen Anne's, MD

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	1089812	1245 Shopping Ctr Rd	Stevensville	MD	21666-4048	Active	Brick & Mortar	45,020	43,544	45,593	3.39	(1.26)

US Branch List By County : Belmont, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	2348	4000 Central Ave	Shadyside	OH	43947-1209	Active	Brick & Mortar	9,480	9,522	10,998	(0.44)	(13.80)
First National Bank of PA	2347	435 Main St	Bridgeport	OH	43912-1310	Active	Brick & Mortar	20,589	15,531	12,331	32.57	66.97

US Branch List By County : Cuyahoga, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)
First National Bank of PA	2110	11010 Clifton Blvd	Cleveland	OH	44102-1533	Active	Brick & Mortar	23,493	28,619	24,564	(17.91)	(4.36)
First National Bank of PA	2112	1244 Som Center Rd	Mayfield Heights	OH	44124-2047	Active	Brick & Mortar	47,134	55,332	51,391	(14.82)	(8.28)
First National Bank of PA	2111	13901 Ridge Rd	North Royalton	OH	44133-4800	Active	Brick & Mortar	44,591	51,326	67,856	(13.12)	(34.29)
First National Bank of PA	1167691	17780 Pearl Rd	Strongsville	OH	44136-6909	Active	Brick & Mortar	30,313	32,795	43,361	(7.57)	(30.09)
First National Bank of PA	2108	2111 Richmond Rd	Beachwood	OH	44122-1362	Active	Brick & Mortar	53,337	60,293	68,876	(11.54)	(22.56)
First National Bank of PA	1165218	33425 Aurora Rd	Solon	OH	44139-3703	Active	Brick & Mortar	55,923	68,817	78,224	(18.74)	(28.51)
First National Bank of PA	2109	413 Northfield Rd	Bedford	OH	44146-2202	Active	Brick & Mortar	31,718	32,106	38,288	(1.21)	(17.16)
First National Bank of PA	1218245	55 Public Sq	Cleveland	OH	44113-1926	Active	Brick & Mortar	28,778	5,291	NA	443.90	NA

US Branch List By County : Geauga, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015	2014	2010	2014-2015	2010-2015
								Deposits (\$000)	Deposits (\$000)	Deposits (\$000)	Growth Rate (%)	Growth Rate (%)

First National Bank of PA	1007103	540 Water St	Chardon	OH	44024-1167	Active	Brick & Mortar	48,840	54,117	21,561	(9.75)	126.52
First National Bank of PA	1007104	8389 Mayfield Rd	Chesterland	OH	44026-2565	Active	Brick & Mortar	38,658	27,695	25,261	39.58	53.03
First National Bank of PA	10210	8500 Washington St	Chagrin Falls	OH	44023-4512	Active	Brick & Mortar	27,180	31,920	41,780	(14.85)	(34.94)

US Branch List By County : Jefferson, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1167693	125 Stanton Blvd	Stuebenville	OH	43952-3705	Active	Brick & Mortar	24,799	26,047	39,040	(4.79)	(36.48)
First National Bank of PA	1114778	805 Main St	Wintersville	OH	43953-3869	Active	Brick & Mortar	49,771	51,352	44,005	(3.08)	13.10

US Branch List By County : Lake, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	8994	6990 Heislery Rd	Mentor	OH	44060-4510	Active	Brick & Mortar	48,466	44,410	49,214	9.13	(1.52)
First National Bank of PA	1152018	7323 Center St	Mentor	OH	44060-5801	Active	Brick & Mortar	42,557	13,321	7,248	219.47	487.16

US Branch List By County : Lorain, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1167692	36311 Detroit Rd	Avon	OH	44011-1599	Active	Brick & Mortar	18,337	26,161	34,094	(29.91)	(46.22)

US Branch List By County : Mahoning, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1042539	1 W Federal St	Youngstown	OH	44503-1421	Active	Brick & Mortar	62,684	40,002	23,708	56.70	164.40
First National Bank of PA	1042541	5632 Mahoning Ave	Austintown	OH	44515-2320	Active	Brick & Mortar	42,296	44,806	37,651	(5.60)	12.34
First National Bank of PA	1214850	6515 Tippecanoe Rd	Canfield	OH	44406-9129	Active	Brick & Mortar	6,795	4,572	NA	48.62	NA
First National Bank of PA	1042543	670 Boardman-Poland Rd	Boardman	OH	44512-4910	Active	Brick & Mortar	89,173	78,893	47,981	13.03	85.85
First National Bank of PA	1042547	7025 Market St	Boardman	OH	44512-4510	Active	Brick & Mortar	48,203	41,594	26,171	15.89	84.18

US Branch List By County : Medina, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1158525	3613 Medina Rd	Medina	OH	44256-8181	Active	Brick & Mortar	36,348	37,893	32,735	(4.08)	11.04

US Branch List By County : Portage, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1179773	215 W Garfield Rd	Aurora	OH	44202-7849	Active	Brick & Mortar	16,671	17,146	19,597	(2.77)	(14.93)
First National Bank of PA	1171293	9305 Market Square Dr	Streetsboro	OH	44241-5294	Active	Brick & Mortar	12,753	22,941	13,520	(44.41)	(5.67)

US Branch List By County : Summit, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1209097	10071 Darrow Rd	Twinsburg	OH	44087-1409	Active	Brick & Mortar	18,033	20,083	NA	(10.21)	NA
First National Bank of PA	10209	497 E Aurora Rd	Macedonia	OH	44056-1836	Active	Brick & Mortar	39,944	42,111	52,108	(5.15)	(23.34)

US Branch List By County : Trumbull, OH

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1038317	3718 Belmont Ave	Youngstown	OH	44505-1406	Active	Brick & Mortar	40,175	38,028	22,995	5.65	74.71
First National Bank of PA	1042540	39 W Liberty St	Hubbard	OH	44425-1706	Active	Brick & Mortar	34,764	33,039	29,395	5.22	18.27
First National Bank of PA	1042544	7120 Warren Sharon Rd	Brookfield	OH	44403-9657	Active	Brick & Mortar	38,038	24,953	20,348	52.44	86.94

US Branch List By County : Allegheny, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1014310	100 Federal St	Pittsburgh	PA	15212-5708	Active	Brick & Mortar	536,131	351,765	73,614	52.41	628.30
First National Bank of PA	1184520	1029 Washington Pike	Bridgeville	PA	15017-2704	Active	Brick & Mortar	24,694	25,112	22,991	(1.66)	7.41
First National Bank of PA	1183442	10583 Perry Hwy	Wexford	PA	15090-9265	Active	Brick & Mortar	91,295	98,051	45,558	(6.89)	100.39
First National Bank of PA	1014594	11 Foster Ave	Pittsburgh	PA	15205-2351	Active	Brick & Mortar	30,216	30,259	25,454	(0.14)	18.71
First National Bank of PA	1055426	1114 E Carson St	Pittsburgh	PA	15203-1124	Active	Brick & Mortar	122,282	121,074	85,002	1.00	43.86
First National Bank of PA	1217488	116 W 8th Ave	Homestead	PA	15120-1093	Active	Brick & Mortar	1,543	1,138	NA	35.59	NA
First National Bank of PA	1166744	1195 Freepoint Rd	Pittsburgh	PA	15238-3103	Active	Brick & Mortar	43,061	38,175	25,751	12.80	67.22
First National Bank of PA	1160435	12095 Perry Hwy	Wexford	PA	15090-8394	Active	Brick & Mortar	21,783	20,589	20,107	5.80	8.34
First National Bank of PA	1014597	1500 Oxford Dr	Bethel Park	PA	15102-1823	Active	Brick & Mortar	66,837	55,963	52,448	19.43	27.43
First National Bank of PA	1188552	1614 Washington Rd	Upper Saint Clair	PA	15241-1210	Active	Brick & Mortar	33,593	37,894	36,590	(11.35)	(8.19)
First National Bank of PA	1036327	1701 Duncan Ave	Allison Park	PA	15101-2865	Active	Brick & Mortar	23,953	25,315	30,462	(5.38)	(21.37)
First National Bank of PA	1055989	1713 Union Ave	Natrona Heights	PA	15065-2104	Active	Brick & Mortar	30,093	31,097	18,381	(3.23)	63.72
First National Bank of PA	1014591	1789 Pine Hollow Rd	McKees Rocks	PA	15136-1575	Active	Brick & Mortar	60,686	52,292	49,011	16.05	23.82
First National Bank of PA	1014584	1940 Murray Ave	Pittsburgh	PA	15217-1608	Active	Brick & Mortar	35,722	35,209	43,643	1.46	(18.15)
First National Bank of PA	1037543	1970 Greentree Rd	Pittsburgh	PA	15220-1813	Active	Brick & Mortar	22,432	22,013	25,745	1.90	(12.87)
First National Bank of PA	1160404	202 Devine Dr	Wexford	PA	15090-7663	Active	Brick & Mortar	47,310	45,953	34,164	2.95	38.48
First National Bank of PA	1206806	210 6th Ave	Pittsburgh	PA	15222-2602	Active	Brick & Mortar	278,537	188,295	48,003	47.93	480.25
First National Bank of PA	1075097	2100 Washington Pike	Carnegie	PA	15106-3733	Active	Brick & Mortar	42,166	42,216	19,264	(0.12)	118.88
First National Bank of PA	1204266	2125 Centre Ave	Pittsburgh	PA	15219-6303	Active	Brick & Mortar	1,241	3,275	1,374	(62.11)	(9.68)
First National Bank of PA	1014118	2204 Lebanon Church Rd	West Mifflin	PA	15122-2408	Active	Brick & Mortar	31,517	31,021	41,937	1.60	(24.85)
First National Bank of PA	1014585	2300 Noblestown Rd	Pittsburgh	PA	15205-4148	Active	Brick & Mortar	33,551	22,038	27,714	52.24	21.06
First National Bank of PA	1014120	2550 Brownsville Rd	South Park	PA	15129-7500	Active	Brick & Mortar	43,547	41,672	33,335	4.50	30.63
First National Bank of PA	1014410	2811 Gracy Center Way	Moon Township	PA	15108-7602	Active	Brick & Mortar	29,267	21,209	14,307	37.99	104.56
First National Bank of PA	1152129	307 4th Ave	Pittsburgh	PA	15222-2108	Active	Brick & Mortar	19,906	19,162	19,826	3.88	0.40
First National Bank of PA	1203477	348 Lincoln Hwy	North Versailles	PA	15137-1661	Active	Brick & Mortar	6,573	7,184	3,357	(8.51)	95.80
First National Bank of PA	1014579	3520 Forbes Ave	Pittsburgh	PA	15213-3329	Active	Brick & Mortar	84,116	38,495	21,126	118.51	298.16
First National Bank of PA	1014587	3908 Perrysville Ave	Pittsburgh	PA	15214-1748	Active	Brick & Mortar	18,130	17,658	11,918	2.67	52.12
First National Bank of PA	1014581	420 Grant Ave	Pittsburgh	PA	15209-2661	Active	Brick & Mortar	31,078	31,268	38,141	(0.61)	(18.52)
First National Bank of PA	1014580	4220 William Penn Hwy	Monroeville	PA	15146-2734	Active	Brick & Mortar	138,566	107,265	125,725	29.18	10.21
First National Bank of PA	1014589	4300 Murray Ave	Pittsburgh	PA	15217-2906	Active	Brick & Mortar	27,004	26,940	25,038	0.24	7.85
First National Bank of PA	1192011	4727 Liberty Ave	Pittsburgh	PA	15224-2025	Active	Brick & Mortar	27,001	22,589	10,695	19.53	152.46
First National Bank of PA	1014583	4885 McKnight Rd	Pittsburgh	PA	15237-3400	Active	Brick & Mortar	39,155	40,930	44,427	(4.34)	(11.87)
First National Bank of PA	1052542	490 E North Ave	Pittsburgh	PA	15212-4740	Active	Brick & Mortar	41,346	60,015	23,654	(31.11)	74.79
First National Bank of PA	1052544	4960 William Flynn Hwy	Allison Park	PA	15101-2354	Active	Brick & Mortar	30,640	30,795	28,481	(0.50)	7.58

First National Bank of PA	1014312	5004 McKnight Rd	Pittsburgh	PA	15237-3418	Active	Brick & Mortar	45,638	43,216	47,868	5.60	(4.66)
First National Bank of PA	1072829	501 Towne Square Way	Pittsburgh	PA	15227-3256	Active	Brick & Mortar	66,450	70,543	59,812	(5.80)	11.10
First National Bank of PA	1014582	503 Greenfield Ave	Pittsburgh	PA	15207-1051	Active	Brick & Mortar	31,747	32,132	34,842	(1.20)	(8.88)
First National Bank of PA	1014595	55 Wyoming St	Pittsburgh	PA	15211-1733	Active	Brick & Mortar	19,778	19,847	22,880	(0.35)	(13.56)
First National Bank of PA	1043439	559 Grant St	Pittsburgh	PA	15219-4402	Active	Brick & Mortar	16,868	16,621	15,590	1.49	8.20
First National Bank of PA	1178442	5834 Forbes Ave	Pittsburgh	PA	15217-1602	Active	Brick & Mortar	35,084	40,099	41,646	(12.51)	(15.76)
First National Bank of PA	1014117	600 Castle Shannon Blvd	Pittsburgh	PA	15234-1410	Active	Brick & Mortar	54,406	39,001	44,698	39.50	21.72
First National Bank of PA	1155780	600 Walmart Dr	Gibsonia	PA	15044-9613	Active	Brick & Mortar	17,975	18,394	26,306	(2.28)	(31.67)
First National Bank of PA	1194134	6000 Penn Cir S	Pittsburgh	PA	15206-3921	Active	Brick & Mortar	4,557	4,719	3,337	(3.43)	36.56
First National Bank of PA	1205468	604 Beaver St	Sewickley	PA	15143-1704	Active	Brick & Mortar	23,523	21,973	NA	7.05	NA
First National Bank of PA	1166273	6298 Steubenville Pike	Pittsburgh	PA	15205-1019	Active	Brick & Mortar	47,081	35,586	11,970	32.30	293.32
First National Bank of PA	1072830	650 Caste Vlg	Pittsburgh	PA	15236-1525	Active	Brick & Mortar	51,194	51,891	61,068	(1.34)	(16.17)
First National Bank of PA	1191674	681 Clairton Blvd	Pittsburgh	PA	15236-3811	Active	Brick & Mortar	19,457	15,265	6,147	27.46	216.53
First National Bank of PA	1174524	707 Grant St	Pittsburgh	PA	15219-1908	Active	Brick & Mortar	366,366	336,003	101,773	9.04	259.98
First National Bank of PA	1052548	728 Center Ave	Pittsburgh	PA	15229	Active	Brick & Mortar	70,184	69,369	42,720	1.17	64.29
First National Bank of PA	1217487	732 Penn Ave	Wilkinsburg	PA	15221	Active	Brick & Mortar	559	537	NA	4.10	NA
First National Bank of PA	1014588	74 Allegheny River Blvd	Verona	PA	15147-1046	Active	Brick & Mortar	22,811	21,738	27,662	4.94	(17.54)
First National Bank of PA	1211460	800 S Aiken Ave	Pittsburgh	PA	15232-2210	Active	Brick & Mortar	5,388	2,222	NA	142.48	NA
First National Bank of PA	1052549	9600 Perry Highway	Pittsburgh	PA	15237	Active	Brick & Mortar	95,121	92,196	62,056	3.17	53.28

US Branch List By County : Armstrong, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1055976	227 Market St	Kittanning	PA	16201-1549	Active	Brick & Mortar	27,501	26,589	26,211	3.43	4.92
First National Bank of PA	1014225	601 W Main St	Rural Valley	PA	16249	Active	Brick & Mortar	23,216	23,538	23,777	(1.37)	(2.36)

US Branch List By County : Beaver, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1049489	1024 3rd Ave	New Brighton	PA	15066-2012	Active	Brick & Mortar	16,683	15,636	14,631	6.70	14.03
First National Bank of PA	1014411	1625 Beaver Rd	Baden	PA	15005-1217	Active	Brick & Mortar	41,971	39,796	37,416	5.47	12.17
First National Bank of PA	1014413	1703 7th Ave	Beaver Falls	PA	15010-4052	Active	Brick & Mortar	68,229	63,834	32,045	6.89	112.92
First National Bank of PA	1014412	2634 Darlington Rd	Beaver Falls	PA	15010-1277	Active	Brick & Mortar	34,406	30,777	23,527	11.79	46.24
First National Bank of PA	1072827	2719 Broadhead Rd	Aliquippa	PA	15001-2793	Active	Brick & Mortar	39,066	29,940	34,920	30.48	11.87
First National Bank of PA	1049495	747 Corporation St	Beaver	PA	15009-2713	Active	Brick & Mortar	106,869	88,181	49,614	21.19	115.40

US Branch List By County : Bedford, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1014292	124 S Juliana St	Bedford	PA	15522-1303	Active	Brick & Mortar	78,530	70,843	56,078	10.85	40.04
First National Bank of PA	1014293	155 N Richard St	Bedford	PA	15522-1017	Active	Brick & Mortar	15,453	13,676	13,284	12.99	16.33
First National Bank of PA	1014294	3732 Pitt St	Schellsburg	PA	15559-9045	Active	Brick & Mortar	28,597	21,818	19,877	31.07	43.87
First National Bank of PA	1042934	911 Church St	Saxton	PA	16678-1215	Active	Brick & Mortar	28,308	26,619	27,570	6.35	2.68

US Branch List By County : Berks, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1178043	2101 State Hill Rd	Wyomissing	PA	19610-1993	Active	Brick & Mortar	42,958	41,518	51,888	3.47	(17.21)
First National Bank of PA	1177260	2701 Shillington Rd	Sinking Spring	PA	19608-1732	Active	Brick & Mortar	23,226	21,551	26,394	7.77	(12.00)
First National Bank of PA	1167366	3045 N 5th St Hwy	Reading	PA	19605-2563	Active	Brick & Mortar	32,158	33,138	38,531	(2.96)	(16.54)
First National Bank of PA	1218262	501 N Wyomissing Blvd	Wyomissing	PA	19610-1757	Active	Brick & Mortar	8,309	14,412	NA	(42.35)	NA
First National Bank of PA	1167038	5140 Perkiomen Ave	Reading	PA	19606-9529	Active	Brick & Mortar	55,629	52,734	57,602	5.49	(3.43)
First National Bank of PA	1180096	606 E Lancaster Ave	Shillington	PA	19607-1367	Active	Brick & Mortar	31,179	32,882	30,076	(5.18)	3.67

US Branch List By County : Blair, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1014154	113 W Allegheny St	Martinsburg	PA	16662-1103	Active	Brick & Mortar	29,571	30,161	31,996	(1.96)	(7.58)
First National Bank of PA	1155774	1402 Logan Ave	Tyrone	PA	16686-1724	Active	Brick & Mortar	34,480	17,832	11,352	93.36	203.74
First National Bank of PA	1014155	1567 E Pleasant Valley Blv	Altoona	PA	16602-7241	Active	Brick & Mortar	29,114	30,030	26,290	(3.05)	10.74
First National Bank of PA	1070974	215 High St	Williamsburg	PA	16693-1129	Active	Brick & Mortar	15,992	16,825	17,473	(4.95)	(8.48)
First National Bank of PA	1014153	224 Allegheny St	Holidaysburg	PA	16648-1864	Active	Brick & Mortar	120,744	107,914	73,088	11.89	65.20
First National Bank of PA	1058755	2610 Old Rt 220 N	Altoona	PA	16601	Active	Brick & Mortar	63,525	64,016	22,450	(0.77)	182.96
First National Bank of PA	1151006	429 S Market St	Martinsburg	PA	16662-1005	Active	Mobile Limited	475	346	0	37.28	NA
First National Bank of PA	1014156	430 E 25th Ave	Altoona	PA	16601-4030	Active	Brick & Mortar	52,841	43,630	29,414	21.11	79.65
First National Bank of PA	1070976	520 3rd Ave	Duncansville	PA	16635-1414	Active	Facility	11,403	11,760	12,023	(3.04)	(5.16)
First National Bank of PA	1042979	5812 6th Ave	Altoona	PA	16602-1113	Active	Brick & Mortar	31,224	24,620	12,281	26.82	154.25
First National Bank of PA	1014158	98 Nason Dr	Roaring Spring	PA	16673-1203	Active	Brick & Mortar	26,423	24,811	17,926	6.50	47.40

US Branch List By County : Butler, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1068011	1051 New Castle Rd	Prospect	PA	16052-2121	Active	Brick & Mortar	57,658	60,697	55,108	(5.01)	4.63
First National Bank of PA	1211461	110 Butler Cmns	Butler	PA	16001-2482	Active	Brick & Mortar	57,224	41,561	NA	37.69	NA
First National Bank of PA	1047215	124 S Main St	Harrisville	PA	16038-1704	Active	Brick & Mortar	37,238	29,500	25,204	26.23	47.75
First National Bank of PA	1014079	1266 Perry Hwy	Portersville	PA	16051-2415	Active	Brick & Mortar	42,875	39,470	34,456	8.63	24.43
First National Bank of PA	1052551	20100 Rt 19	Cranberry Townshi	PA	16066-6204	Active	Brick & Mortar	82,157	79,348	44,883	3.54	83.05
First National Bank of PA	1068013	256 Grove City Rd	Slippery Rock	PA	16057-2409	Active	Brick & Mortar	125,100	109,315	30,386	14.44	311.70
First National Bank of PA	1173549	540 Northpointe Cir	Seven Fields	PA	16046-7871	Active	Brick & Mortar	45,104	40,461	13,482	11.48	234.55
First National Bank of PA	1055993	596 S Pike Rd	Sarver	PA	16055-8304	Active	Brick & Mortar	32,766	30,366	23,699	7.90	38.26

US Branch List By County : Cambria, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013153	1001 Philadelphia Ave	Northern Cambria	PA	15714-1326	Active	Brick & Mortar	75,794	71,270	45,673	6.35	65.95
First National Bank of PA	1014283	1053 Broad St	Johnstown	PA	15906-2437	Active	Brick & Mortar	36,803	36,826	24,443	(0.06)	50.57
First National Bank of PA	1013152	111 W High St	Ebensburg	PA	15931-1538	Active	Brick & Mortar	100,131	66,436	62,864	50.72	59.28
First National Bank of PA	1014297	142 Walnut St	Johnstown	PA	15901-1620	Active	Brick & Mortar	8,968	8,222	8,954	9.07	0.16
First National Bank of PA	1014285	1458 Scalp Ave	Johnstown	PA	15904-3321	Active	Brick & Mortar	85,565	36,700	38,496	133.15	122.27
First National Bank of PA	1115644	1800 Philadelphia Ave	Northern Cambria	PA	15714-1029	Active	Facility	0	0	0	NA	NA
First National Bank of PA	1014299	1900 Minno Dr	Johnstown	PA	15905-1136	Active	Brick & Mortar	41,079	38,980	44,980	5.38	(8.67)
First National Bank of PA	1058764	274 Jamesway Rd	Ebensburg	PA	15931-4207	Active	Brick & Mortar	13,510	13,357	11,390	1.15	18.61
First National Bank of PA	1055982	50 Main St	Conemaugh	PA	15909-1945	Active	Brick & Mortar	25,810	26,552	29,511	(2.79)	(12.54)
First National Bank of PA	1014280	532 Main St	Johnstown	PA	15901-2011	Active	Brick & Mortar	51,073	53,766	36,372	(5.01)	40.42

First National Bank of PA	1055984	550 Central Ave	Johnstown	PA	15902-2602	Active	Brick & Mortar	40,861	43,671	21,613	(6.43)	89.06
First National Bank of PA	1014306	575 Galleria Dr	Johnstown	PA	15904-8901	Active	Brick & Mortar	17,943	16,732	17,724	7.24	1.24
First National Bank of PA	1013154	725 Front St	Cresson	PA	16630-1114	Active	Brick & Mortar	54,058	47,746	37,909	13.22	42.60
First National Bank of PA	1115643	Laurel Ave & 2nd St	Cresson	PA	16630	Active	Brick & Mortar	0	0	0	NA	NA

US Branch List By County : Centre, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1040972	101 E Main St	Millheim	PA	16854	Active	Brick & Mortar	35,253	35,115	22,286	0.39	58.18
First National Bank of PA	1040974	111 W Olive St	Snow Shoe	PA	16874	Active	Brick & Mortar	20,914	20,507	15,604	1.98	34.03
First National Bank of PA	1013365	117 S Allen St	State College	PA	16801-4752	Active	Brick & Mortar	148,106	103,182	85,884	43.54	72.45
First National Bank of PA	1040964	137 N Allegheny St	Bellefonte	PA	16823-1628	Active	Brick & Mortar	82,638	53,194	35,729	55.35	131.29
First National Bank of PA	1040965	1480 E College Ave	State College	PA	16801-6814	Active	Brick & Mortar	43,217	35,998	25,452	20.05	69.80
First National Bank of PA	1040966	1667 N Atherton St	State College	PA	16803-1417	Active	Brick & Mortar	55,567	53,429	27,919	4.00	99.03
First National Bank of PA	1040968	1811 S Atherton St	State College	PA	16801-7604	Active	Brick & Mortar	58,580	52,222	25,524	12.17	129.51
First National Bank of PA	1040969	222 S Allen St	State College	PA	16801-4805	Active	Facility	0	0	0	NA	NA
First National Bank of PA	1180070	2591 Park Center Blvd	State College	PA	16801-3007	Active	Brick & Mortar	19,681	17,066	8,364	15.32	135.31
First National Bank of PA	1179822	361 Presidents Dr	State College	PA	16803-1832	Active	Mobile Limited	0	0	0	NA	NA
First National Bank of PA	1223286	366 E College Ave	State College	PA	16801-4748	Active	Brick & Mortar	NA	NA	NA	NA	NA
First National Bank of PA	1040973	400 Boal Ave	Boalsburg	PA	16827	Active	Brick & Mortar	33,391	24,498	18,493	36.30	80.56
First National Bank of PA	1046271	479 S Pennsylvania Ave	Centre Hall	PA	16828-8506	Active	Brick & Mortar	17,162	16,513	13,979	3.93	22.77

US Branch List By County : Chester, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1068811	351 W Schuylkill Rd	Pottstown	PA	19465-7438	Active	Brick & Mortar	27,974	26,509	19,141	5.53	46.15

US Branch List By County : Clinton, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1040971	4 E Main St	Loganton	PA	17747-9486	Active	Brick & Mortar	19,772	16,910	13,683	16.92	44.50
First National Bank of PA	1013901	40 Bellefonte Ave	Lock Haven	PA	17745-1208	Active	Brick & Mortar	73,703	53,253	25,935	38.40	184.18

US Branch List By County : Crawford, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013465	128 W Adams St	Cochranston	PA	16314	Active	Brick & Mortar	33,243	33,907	31,012	(1.96)	7.19
First National Bank of PA	1013458	16652 Conneaut Lake Rd	Meadville	PA	16335-7302	Active	Brick & Mortar	57,948	59,168	29,855	(2.06)	94.10
First National Bank of PA	1067611	320 Water St	Conneaut Lake	PA	16316	Active	Brick & Mortar	42,801	32,556	24,446	31.47	75.08
First National Bank of PA	1013466	341 Main St	Spartansburg	PA	16434	Active	Brick & Mortar	10,583	9,873	8,080	7.19	30.98
First National Bank of PA	1158624	837 Park Ave	Meadville	PA	16335-3369	Active	Brick & Mortar	56,334	45,173	48,311	24.71	16.61

US Branch List By County : Cumberland, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1162502	1130 Carlisle Rd	Camp Hill	PA	17011-6202	Active	Brick & Mortar	58,472	56,048	54,303	4.32	7.68
First National Bank of PA	1058414	1249 Market St	Lemoyno	PA	17043-1419	Active	Brick & Mortar	139,180	126,504	159,412	10.02	(12.69)
First National Bank of PA	1163381	3201 Trindle Rd	Camp Hill	PA	17011-4431	Active	Brick & Mortar	108,363	104,484	43,019	3.71	151.90
First National Bank of PA	1014434	4860 Carlisle Pike	Mechanicsburg	PA	17050-3026	Active	Brick & Mortar	135,728	125,625	97,960	8.04	38.55
First National Bank of PA	1112764	5032 Simpson Ferry Rd	Mechanicsburg	PA	17050-3625	Active	Brick & Mortar	115,746	101,259	68,105	14.31	69.95
First National Bank of PA	1151921	65 Ashland Ave	Carlisle	PA	17013-2601	Active	Brick & Mortar	72,345	61,465	60,086	17.70	20.40
First National Bank of PA	1160407	742 Wertzville Rd	Enola	PA	17025-2037	Active	Brick & Mortar	43,664	41,248	31,754	5.86	37.51

US Branch List By County : Dauphin, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1162906	101 N 2nd St	Harrisburg	PA	17101-1431	Active	Brick & Mortar	238,464	218,719	160,039	9.03	49.00
First National Bank of PA	1169736	2030 N Progress Ave	Harrisburg	PA	17110-9745	Active	Brick & Mortar	67,454	55,272	33,497	22.04	101.37
First National Bank of PA	1166874	3951 Union Deposit Rd	Harrisburg	PA	17109-5922	Active	Brick & Mortar	46,545	43,662	42,247	6.60	10.17
First National Bank of PA	1154364	409 N 2nd St	Harrisburg	PA	17101-1357	Active	Brick & Mortar	68,678	85,095	29,636	(19.29)	131.74
First National Bank of PA	1172340	4250 Derry St	Harrisburg	PA	17111-2651	Active	Brick & Mortar	76,878	72,573	55,557	5.93	38.38
First National Bank of PA	1185461	4350 Linglestown Rd	Harrisburg	PA	17112-9532	Active	Brick & Mortar	39,929	24,216	14,287	64.89	179.48
First National Bank of PA	1014433	4700 Jonesown Rd	Harrisburg	PA	17109-6216	Active	Brick & Mortar	85,587	83,192	87,594	2.88	(2.29)
First National Bank of PA	1058415	600 Walton Ave	Hummelstown	PA	17036-1852	Active	Brick & Mortar	84,587	76,152	75,863	11.08	11.50
First National Bank of PA	1014435	6071 Allentown Blvd	Harrisburg	PA	17112-2672	Active	Brick & Mortar	107,449	107,725	79,564	(0.26)	35.05

US Branch List By County : Erie, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1072165	108 W Main St	North East	PA	16428-1105	Active	Facility	0	75	66	(100.00)	(100.00)
First National Bank of PA	1013489	119 W Main St	North East	PA	16428-1119	Active	Brick & Mortar	44,439	38,509	33,367	15.40	33.18
First National Bank of PA	1067579	139 N Center St	Corry	PA	16407-1657	Active	Brick & Mortar	36,777	34,337	31,492	7.11	16.78
First National Bank of PA	1013461	1424 E Grandview Blvd	Erie	PA	16504-2738	Active	Brick & Mortar	35,853	29,040	30,569	23.46	17.29
First National Bank of PA	1150889	2765 W 8th St	Erie	PA	16505-4027	Active	Brick & Mortar	63,158	57,862	51,427	9.15	22.81
First National Bank of PA	1013463	3310 W 26th St	Erie	PA	16506-2448	Active	Brick & Mortar	60,377	51,372	38,149	17.53	58.27
First National Bank of PA	1013459	4630 W 12th St	Erie	PA	16505-3008	Active	Brick & Mortar	36,887	44,148	35,614	(16.45)	3.57
First National Bank of PA	1113123	6960 Peach St	Erie	PA	16509-4701	Active	Brick & Mortar	43,297	40,365	39,187	7.26	10.49
First National Bank of PA	1013490	7012 Buffalo Rd	Harborcreek	PA	16421-1104	Active	Brick & Mortar	28,417	28,832	22,421	(1.44)	26.74
First National Bank of PA	1224084	708 French St	Erie	PA	16501	Active	Facility	NA	NA	NA	NA	NA
First National Bank of PA	1100482	711 State St	Erie	PA	16509-1314	Active	Brick & Mortar	158,215	109,915	60,536	43.94	161.36
First National Bank of PA	1013460	9133 Ridge Rd	Girard	PA	16417-9604	Active	Brick & Mortar	61,260	39,868	30,663	53.66	99.78

US Branch List By County : Fayette, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1014318	110 S Main St	Masontown	PA	15461-2042	Active	Brick & Mortar	65,512	65,760	64,200	(0.38)	2.04
First National Bank of PA	1013430	2066 Indian Head Rd	Indian Head	PA	15446	Active	Brick & Mortar	31,603	32,304	31,423	(2.17)	0.57
First National Bank of PA	1092771	2951 National Pike	Chalk Hill	PA	15421	Active	Brick & Mortar	16,584	15,460	14,061	7.27	17.94
First National Bank of PA	1114555	55 Matthew Dr	Uniontown	PA	15401-8950	Active	Brick & Mortar	42,849	41,616	18,568	2.96	130.77
First National Bank of PA	1014365	58 W Main St	Uniontown	PA	15401-3303	Active	Brick & Mortar	153,190	154,897	104,822	(1.10)	46.14
First National Bank of PA	1059692	6023 National Pike	Grindstone	PA	15442-1107	Active	Brick & Mortar	37,320	33,767	35,322	10.52	5.66

US Branch List By County : Greene, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1054346	1 W High St	Waynesburg	PA	15370-1323	Active	Brick & Mortar	57,990	51,847	44,177	11.85	31.27
First National Bank of PA	1054333	928 N Eighty Eight Rd	Rices Landing	PA	15357-1103	Active	Brick & Mortar	49,312	44,782	35,042	10.12	40.72

US Branch List By County : Huntingdon, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013194	1331 Moore St	Huntingdon	PA	16652-1931	Active	Facility	6,606	6,659	7,634	(0.80)	(13.47)
First National Bank of PA	1013196	18 E Shirley St	Mount Union	PA	17066-1384	Active	Brick & Mortar	21,014	22,639	24,434	(7.18)	(14.00)
First National Bank of PA	1101029	360 Westminster Dr	Huntingdon	PA	16652-2737	Active	Mobile Limited	0	0	0	NA	NA
First National Bank of PA	1074099	400 Main St	Alexandria	PA	16611	Active	Brick & Mortar	15,808	14,886	11,810	6.19	33.85
First National Bank of PA	1013193	430 Penn St	Huntingdon	PA	16652-1602	Active	Facility	76,235	70,136	71,157	8.70	7.14

US Branch List By County : Indiana, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013157	595 Franklin St	Clymer	PA	15728-1175	Active	Brick & Mortar	32,649	31,329	32,151	4.21	1.55

US Branch List By County : Juniata, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1046251	6 E. Main Street	Thompsontown	PA	17094	Active	Brick & Mortar	35,052	15,221	13,977	130.29	150.78
First National Bank of PA	1046249	Main & Juniata St	Mifflin	PA	17058	Active	Brick & Mortar	0	19,476	21,067	(100.00)	(100.00)

US Branch List By County : Lackawanna, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1151263	125 N State St	Clarks Summit	PA	18411-1055	Active	Brick & Mortar	41,219	38,770	59,165	6.32	(30.33)
First National Bank of PA	1154878	1601 Main St	Dickson City	PA	18447	Active	Brick & Mortar	55,203	41,789	44,141	32.10	25.06
First National Bank of PA	1058623	347 Main St	Simpson	PA	18407-1114	Active	Brick & Mortar	31,506	33,504	45,931	(5.96)	(31.41)
First National Bank of PA	1058624	37 Dundaff St	Carbondale	PA	18407-1801	Active	Brick & Mortar	34,860	39,067	63,421	(10.77)	(45.03)
First National Bank of PA	1014307	521 Main St	Forest City	PA	18421-1421	Active	Brick & Mortar	50,051	52,475	68,593	(4.62)	(27.03)
First National Bank of PA	1167923	601 W Lackawanna Ave	Scranton	PA	18503-2120	Active	Brick & Mortar	50,170	52,077	27,172	(3.66)	84.64
First National Bank of PA	1162800	92 Brooklyn St	Carbondale	PA	18407-2251	Active	Brick & Mortar	155	124	0	25.00	NA

US Branch List By County : Lancaster, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1177259	1416 Litz Pike	Lancaster	PA	17601-6504	Active	Brick & Mortar	80,907	78,262	48,322	3.38	67.43
First National Bank of PA	1180017	1461 Manheim Pike	Lancaster	PA	17601-3125	Active	Brick & Mortar	85,890	64,294	39,010	33.59	120.17
First National Bank of PA	1042932	2010 Fruitville Pike	Lancaster	PA	17601-7200	Active	Brick & Mortar	157,430	59,635	27,655	163.99	469.26
First National Bank of PA	1218225	2121 Lincoln Hwy E	Lancaster	PA	17602-1109	Active	Brick & Mortar	2,543	NA	NA	NA	NA
First National Bank of PA	1176805	23 Rohrerstown Rd	Lancaster	PA	17603-2261	Active	Brick & Mortar	47,597	42,012	28,375	13.29	67.74
First National Bank of PA	1075088	580 Centerville Rd	Lancaster	PA	17601-1306	Active	Brick & Mortar	30,836	30,974	16,497	(0.45)	86.92

US Branch List By County : Lawrence, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1154058	135 E Neshannock Ave	New Wilmington	PA	16142-1111	Active	Brick & Mortar	70,026	65,161	46,902	7.47	49.30
First National Bank of PA	1013766	1718 Wilmington Rd	New Castle	PA	16105-2087	Active	Brick & Mortar	51,365	50,841	53,901	1.03	(4.70)
First National Bank of PA	1160399	2353 Harlansburg Rd	New Castle	PA	16101-9721	Active	Brick & Mortar	64,417	36,702	25,091	75.51	156.73
First National Bank of PA	1074495	32 N Mill St	New Castle	PA	16101-3610	Active	Brick & Mortar	66,384	68,211	38,003	(2.68)	74.68
First National Bank of PA	1067590	3200 Wilmington Rd	New Castle	PA	16105-1134	Active	Brick & Mortar	73,760	65,294	59,756	12.97	23.44

US Branch List By County : Lebanon, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1173665	115 Bowman St	Lebanon	PA	17046-8184	Active	Brick & Mortar	32,476	36,276	23,637	(10.48)	37.39
First National Bank of PA	1178041	2120 Cumberland St	Lebanon	PA	17042-4467	Active	Brick & Mortar	37,936	29,809	25,778	27.26	47.16
First National Bank of PA	1160408	903 E Main St	Palmyra	PA	17078-1915	Active	Brick & Mortar	38,188	36,963	37,636	3.31	1.47

US Branch List By County : Luzerne, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1174011	120 Highland Park Blvd	Wilkes-Barre	PA	18702-6784	Active	Brick & Mortar	35,839	32,958	14,168	8.74	152.96
First National Bank of PA	1013355	2 Ritterhouse Pl	Drums	PA	18222-7000	Active	Brick & Mortar	11,545	11,554	12,581	(0.08)	(8.23)
First National Bank of PA	1013352	35 E Main St	Nanticoke	PA	18634-1601	Active	Brick & Mortar	43,579	42,008	36,245	3.74	20.23
First National Bank of PA	1013353	46 S Mountain Blvd	Mountain Top	PA	18707-1123	Active	Brick & Mortar	20,892	20,740	15,919	0.73	31.24
First National Bank of PA	1159200	One S Church St	Hazleton	PA	18201-6200	Active	Brick & Mortar	45,526	26,719	22,024	70.39	106.71

US Branch List By County : Lycoming, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1154916	120 W 4th St	Williamsport	PA	17701-6105	Active	Brick & Mortar	24,156	19,284	15,020	25.26	60.83
First National Bank of PA	1100499	301 Broad St	Montoursville	PA	17754-2205	Active	Brick & Mortar	22,970	23,856	13,492	(3.71)	70.25
First National Bank of PA	1014151	90 Maynard St	Williamsport	PA	17701-5808	Active	Brick & Mortar	60,532	62,161	31,881	(2.62)	89.87

US Branch List By County : Mercer, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1172347	1 FNB Blvd	Hermitage	PA	16148-3347	Active	Administrative	0	0	0	NA	NA
First National Bank of PA	1013448	1030 Indiana Ave	Farrell	PA	16121-1221	Active	Brick & Mortar	51,271	52,789	50,364	(2.88)	1.80
First National Bank of PA	1013450	126 Liberty St	Jamestown	PA	16134-9116	Active	Brick & Mortar	29,912	26,764	24,294	11.76	23.13
First National Bank of PA	1013447	166 Main St	Greenville	PA	16125-2146	Active	Brick & Mortar	93,848	95,252	73,335	(1.47)	27.97
First National Bank of PA	1013456	200 Pine Grove Sq	Grove City	PA	16127-9790	Active	Brick & Mortar	76,954	74,953	56,459	2.67	36.30
First National Bank of PA	1067606	2505 E State St	Hermitage	PA	16148-2721	Active	Brick & Mortar	22,602	21,545	21,997	4.91	2.75

First National Bank of PA	1013452	3167 Main St	West Middlesex	PA	16159-4125	Active	Brick & Mortar	64,807	56,036	46,164	15.65	40.38
First National Bank of PA	1013449	3320 E State St	Hermitage	PA	16148-3301	Active	Brick & Mortar	217,976	202,748	441,699	7.51	(50.65)
First National Bank of PA	1013453	51 Hadley Rd	Greenville	PA	16125-1219	Active	Brick & Mortar	69,593	69,060	49,171	0.77	41.53
First National Bank of PA	1013454	7 W State St	Sharon	PA	16146-1377	Active	Brick & Mortar	75,050	102,584	53,867	(26.84)	39.32
First National Bank of PA	1067608	8 Edgewood Dr	Greenville	PA	16125-7204	Active	Facility	27,275	20,615	21,108	32.31	29.22
First National Bank of PA	1013451	9 W Main St	Sharpsville	PA	16150	Active	Brick & Mortar	58,870	58,351	44,099	0.89	33.50

US Branch List By County : Mifflin, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013256	111 N Logan Blvd	Burnham	PA	17009-1811	Active	Brick & Mortar	18,451	18,443	17,299	0.04	6.66
First National Bank of PA	1013257	23 Carriage House Ln	Reedsville	PA	17084-9633	Active	Brick & Mortar	22,623	22,199	17,465	1.91	29.53
First National Bank of PA	1013255	32 E Market St	Lewistown	PA	17044-2123	Active	Brick & Mortar	57,903	55,377	52,664	4.56	9.95

US Branch List By County : Monroe, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1169545	2871 Route 611	Tannersville	PA	18372-7879	Active	Brick & Mortar	49,358	45,009	35,409	9.66	39.39

US Branch List By County : Northumberland, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1052121	10 S Market St	Shamokin	PA	17976-5880	Active	Brick & Mortar	19,997	19,728	22,585	1.36	(11.46)
First National Bank of PA	1062809	11 S 2nd St	Sunbury	PA	17801-2611	Active	Brick & Mortar	17,901	17,948	17,397	(0.26)	2.90
First National Bank of PA	1034750	300 Main St	Watsonstown	PA	17777-1623	Active	Brick & Mortar	22,412	22,052	22,074	1.63	1.53

US Branch List By County : Schuylkill, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013354	101 N Main St	Shenandoah	PA	17976-1756	Active	Brick & Mortar	23,529	25,827	33,442	(8.90)	(29.64)
First National Bank of PA	1100150	25 N Kennedy Dr	McAdoo	PA	18237-1907	Active	Brick & Mortar	16,326	14,478	14,480	12.76	12.75
First National Bank of PA	1180704	396 S Centre St	Pottsville	PA	17901-3596	Active	Brick & Mortar	5,620	5,612	6,214	0.14	(9.56)

US Branch List By County : Snyder, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1012854	2 S Market St	Selinsgrove	PA	17870-1802	Active	Brick & Mortar	49,938	49,373	55,351	1.14	(9.78)
First National Bank of PA	1062812	2625 N Susquehanna Trl	Shamokin Dam	PA	17876-9106	Active	Brick & Mortar	14,763	12,983	15,265	13.71	(3.29)
First National Bank of PA	1062813	9001 Rt 522	Middleburg	PA	17842-7820	Active	Brick & Mortar	23,642	22,548	15,134	4.85	56.22

US Branch List By County : Somerset, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1013433	100 E Main St	Stoystown	PA	15563	Active	Brick & Mortar	32,814	33,785	23,646	(2.87)	38.77
First National Bank of PA	1014281	110 S Main St	Davidsville	PA	15928	Active	Brick & Mortar	25,072	28,510	25,765	(12.06)	(2.69)
First National Bank of PA	1040200	225 Main St	Meyersdale	PA	15552-1346	Active	Brick & Mortar	41,051	45,587	33,807	(9.95)	21.43
First National Bank of PA	1055981	415 Park Pl	Windber	PA	15963-1718	Active	Brick & Mortar	32,653	28,520	24,772	14.49	31.81
First National Bank of PA	1013431	508 Hugart St	Confluence	PA	15424-1018	Active	Brick & Mortar	34,215	34,911	26,404	(1.99)	29.58
First National Bank of PA	1013436	509 E Main St	Somerset	PA	15501-2108	Active	Brick & Mortar	66,110	66,312	64,630	(0.30)	2.29
First National Bank of PA	1013435	534 Main St	Berlin	PA	15530-1342	Active	Brick & Mortar	30,854	33,065	36,705	(6.89)	(15.94)
First National Bank of PA	1014295	659 Main St	Rockwood	PA	15557-1028	Active	Brick & Mortar	34,663	35,003	22,772	(0.97)	52.22

US Branch List By County : Susquehanna, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1058627	1638 State Rt 106	Clifford	PA	18441	Active	Brick & Mortar	22,435	23,912	26,277	(6.18)	(14.62)
First National Bank of PA	1014309	281 Church St	Montrose	PA	18801-1603	Active	Brick & Mortar	67,263	69,892	75,561	(3.76)	(10.98)

US Branch List By County : Union, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1158815	111 Zeigler Rd	Lewisburg	PA	17837-7773	Active	Facility	0	9,802	7,609	(100.00)	(100.00)
First National Bank of PA	1013912	311 Market St	Lewisburg	PA	17837-1419	Active	Brick & Mortar	55,338	32,871	38,438	68.35	43.97

US Branch List By County : Venango, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1100238	15 E First St	Oil City	PA	16301-2347	Active	Brick & Mortar	23,591	27,066	21,506	(12.84)	9.69
First National Bank of PA	1067582	210 13th St	Franklin	PA	16323-1339	Active	Brick & Mortar	96,853	91,370	78,344	6.00	23.63

US Branch List By County : Washington, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1192012	2620 Washington Rd	Canonsburg	PA	15317-3251	Active	Brick & Mortar	29,832	25,369	23,121	17.59	29.03
First National Bank of PA	1036483	3539 Washington Rd	McMurray	PA	15317-2952	Active	Brick & Mortar	71,315	95,197	25,508	(25.09)	179.58

US Branch List By County : Westmoreland, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1014302	110 Burrell Plz	Lower Burrell	PA	15068-2719	Active	Brick & Mortar	31,282	26,801	27,723	16.72	12.84
First National Bank of PA	1065989	1107 Woodward Dr	Greensburg	PA	15601-6416	Active	Brick & Mortar	101,248	61,450	62,278	64.76	62.57
First National Bank of PA	1164833	1291 Redstone Dr	North Huntingdon	PA	15642	Active	Facility	0	0	0	NA	NA
First National Bank of PA	1055973	1291 S Main St	Greensburg	PA	15601-5319	Active	Brick & Mortar	56,815	52,920	27,308	7.36	108.05
First National Bank of PA	1014284	166 Ligonier St	New Florence	PA	15944	Active	Brick & Mortar	27,203	26,940	25,967	0.98	4.76
First National Bank of PA	1055997	2 Kensington Sq	New Kensington	PA	15068-6445	Active	Brick & Mortar	40,305	36,504	11,082	10.41	263.70
First National Bank of PA	1013468	200 Clay Pike	North Huntingdon	PA	15642-2378	Active	Brick & Mortar	141,972	139,375	71,712	1.86	97.98
First National Bank of PA	1014298	200 Weldon St	Latrobe	PA	15650-1848	Active	Brick & Mortar	28,525	30,492	25,258	(6.45)	12.93
First National Bank of PA	1065985	314 Sewickley Ave	Hermintie	PA	15637-1439	Active	Brick & Mortar	72,456	60,301	46,837	20.16	54.70

First National Bank of PA	1056000	3891 State Route 30	Latrobe	PA	15650-5256	Active	Brick & Mortar	36,183	23,868	20,639	51.60	75.31
First National Bank of PA	1035884	4 Triangle Dr	Greensburg	PA	15601-3551	Active	Brick & Mortar	62,549	57,704	43,554	8.40	43.61
First National Bank of PA	1055979	402 W Main St	Ligonier	PA	15658-1014	Active	Brick & Mortar	29,473	28,412	31,254	3.73	(5.70)
First National Bank of PA	1055986	4222 State Route 66	Apollo	PA	15613-1530	Active	Brick & Mortar	36,265	15,850	13,348	128.80	171.69
First National Bank of PA	1154700	4627 State Route 51 N	Belle Vernon	PA	15012	Active	Retail Full	18,353	14,218	10,778	29.08	70.28
First National Bank of PA	1183448	4923 William Penn Hwy	Murrysville	PA	15668-2021	Active	Brick & Mortar	28,001	30,410	38,764	(7.92)	(27.77)
First National Bank of PA	1013467	580 Wendel Rd	Inwin	PA	15642-5001	Active	Brick & Mortar	77,995	66,143	53,580	17.92	45.57
First National Bank of PA	1065986	6 Garden Center Dr	Greensburg	PA	15601-1351	Active	Facility	0	0	0	NA	NA
First National Bank of PA	1014593	90 Tarentum Bridge Rd	New Kensington	PA	15068-4671	Active	Brick & Mortar	42,152	40,746	43,365	3.45	(2.80)
First National Bank of PA	1013469	996 N Main St	Greensburg	PA	15601-1333	Active	Brick & Mortar	45,809	43,412	34,227	5.52	33.84

US Branch List By County : Wyoming, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1014308	57 Main StPO Box 597	Nicholson	PA	18446	Active	Brick & Mortar	33,255	34,695	38,893	(4.15)	(14.50)
First National Bank of PA	1058626	74 E Tioga St	Tunkhannock	PA	18657-1602	Active	Brick & Mortar	53,430	53,710	40,534	(0.52)	31.82

US Branch List By County : York, PA

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1207356	135 N George St	York	PA	17401-1132	Active	Brick & Mortar	6,818	7,925	312	(13.97)	2,085.26
First National Bank of PA	1175582	1400 Mount Zion Rd	York	PA	17402-9047	Active	Brick & Mortar	48,040	43,848	47,623	9.56	0.88
First National Bank of PA	1092809	2100 York Crossing Dr	York	PA	17408-4752	Active	Brick & Mortar	83,186	88,060	77,573	(5.53)	7.24
First National Bank of PA	1092810	2160 S Queen St	York	PA	17402-4626	Active	Brick & Mortar	112,381	101,616	89,378	10.59	25.74
First National Bank of PA	1164816	3109 Cape Horn Rd	Red Lion	PA	17356-8811	Active	Brick & Mortar	50,698	46,575	39,513	8.85	28.31
First National Bank of PA	1112765	55 Arsenal Rd	York	PA	17404-1844	Active	Brick & Mortar	56,562	56,533	53,842	0.05	5.05

US Branch List By County : Brooke, WV

Institution Name	SNL Branch Key	Street Address	City	State	Zip	Status	Service Type	2015 Deposits (\$000)	2014 Deposits (\$000)	2010 Deposits (\$000)	2014-2015 Growth Rate (%)	2010-2015 Growth Rate (%)
First National Bank of PA	1853	1015 Commerce St	Wellsburg	WV	26070-1532	Active	Brick & Mortar	34,282	36,164	50,606	(5.20)	(32.26)
First National Bank of PA	1854	1409 Main St	Follansbee	WV	26037-1217	Active	Brick & Mortar	28,518	28,419	37,079	0.35	(23.09)

EXHIBIT “D”

F.N.B. CORPORATION
ORGANIZATIONAL CHART
As of June 30, 2016

F.N.B. Corporation (Pittsburgh, PA)

First National Bank of Pennsylvania (Greenville, PA) - 100%

- First National Corporation (Hermitage, PA) - 100%
- First National Financial Company II, LLC (Wilmington, DE) - 100%
- Metropolitan National Realty Holdings, Inc (Youngstown, OH) - 100%
- Bank Capital Services, LLC (Pittston, PA) - 100%
- Florida Properties I, LLC (Wilmington, DE) - 100%
- Florida Properties II, LLC (Sarasota, FL) - 100%
- Florida Properties III, LLC (Sarasota, FL) - 100%
- First National Community Development Corporation (Johnstown, PA) - 100%
- Knob Crest Associates (Hummels Wharf, PA) - 99.9%
- First National Trust Company (Hermitage, PA) - 100%
- F.N.B. Investment Advisors, Inc. (Hermitage, PA) - 100%
- First National Investment Services Company, LLC (Wilmington, DE) - 100%

Regency Finance Company (Hermitage, PA) - 100%

- Regency Investment Company, Inc. (Wilmington, DE) - 100%

Penn-Ohio Life Insurance Company (Phoenix, AZ) - 100%

First National Insurance Agency, LLC (Wilmington, DE) - 100%

F.N.B. Statutory Trust II (Wilmington, DE) - 100% *

Omega Financial Capital Trust I (Wilmington, DE) - 100% *

Meander Air II, LLC (Pittsburgh, PA) - 100%

F.N.B. Capital Corporation, LLC (Pittsburgh, PA) - 100%

- F.N.B. Capital Partners, LP (Wilmington, DE) - 21.94% (NOT FRY-10 REPORTABLE) *

F.N.B. Consumer Financial Services, Inc. (Wilmington, DE) - 100%

- FNB Financial Services, LP (Wilmington, DE) - 99%

Regency Consumer Financial Services, Inc. (Wilmington, DE) - 100%

- FNB Financial Services, LP (Wilmington, DE) - 1%

* Not consolidated in F.N.B. Corporation's financial statements.

EXHIBIT “E”

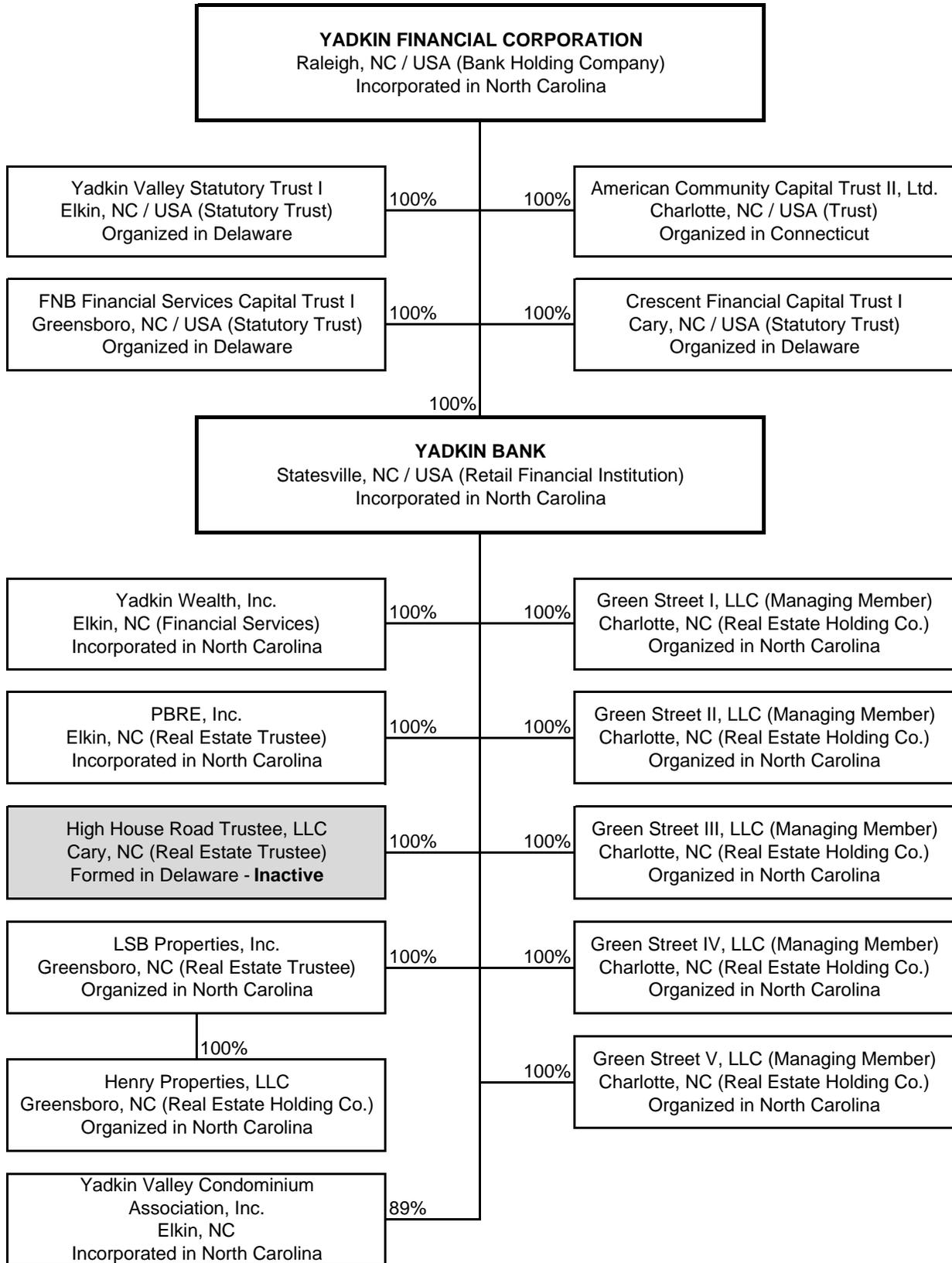


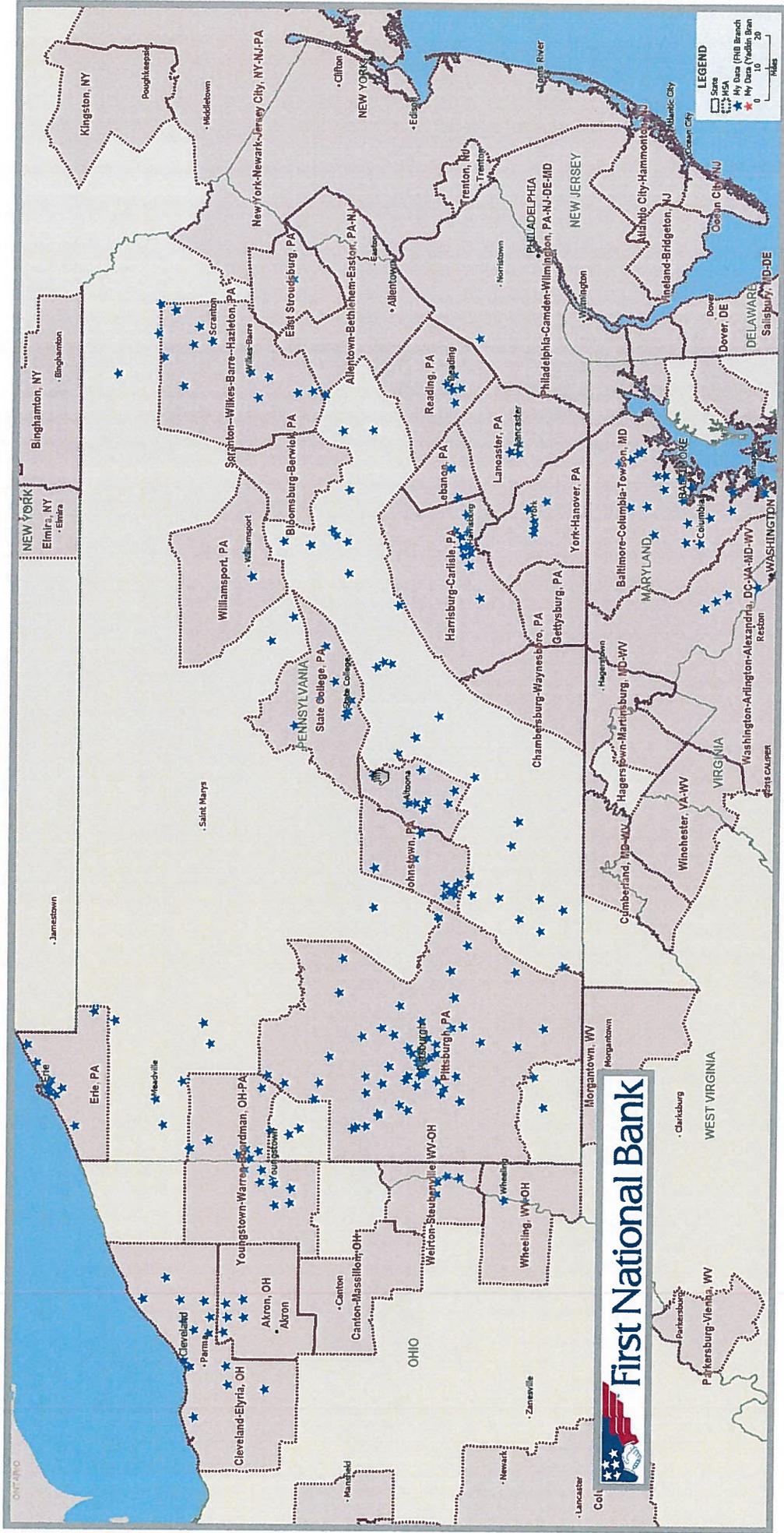
EXHIBIT "F"

Yadkin Market	County	Bank	Street Address	City	State	Zip	Internal FNB Branch Name
Central	Wake	Yadkin	303 S Salem St	Apex	NC	27502-1826	Apex
Piedmont South	Davidson	NewBridge	3500 Old Salisbury Rd	Winston-Salem	NC	27127-9174	Arcadia
Northeast	Dare	Yadkin	41934 N Carolina 12	Avon	NC	27915	Avon NC
Piedmont North	Guilford	NewBridge	2132 New Garden Rd	Greensboro	NC	27410-2108	Battleground
Southern	Cherokee SC	Yadkin	207 W Cherokee St	Blacksburg	SC	29702-1503	Blacksburg
Western	Watauga	Yadkin	2111 Blowing Rock Rd	Boone	NC	28607-6155	Blowing Rock Road
Western	Watauga	Yadkin	149 Jefferson Rd	Boone	NC	28607-4495	Boone New Market
Southeast	Pender	NewBridge	301 E Fremont St	Burgaw	NC	28425-5113	Burgaw
Piedmont North	Alamance	Yadkin	708 S Church St	Burlington	NC	27215-3812	Burlington
Southeast	Brunswick	NewBridge	10231 Beach Dr SW	Calabash	NC	28467	Calabash
Central	Wake	Yadkin	1155 Kildaire Farm Rd	Cary	NC	27511-4581	Cary Kildaire
Central	Wake	Yadkin	1005 High House Rd	Cary	NC	27513-3586	Cary Preston
Southern	Mecklenburg	Yadkin	6201 Fairview Rd	Charlotte	NC	28210-3289	Charlotte Southpark
Central	Johnston	Yadkin	315 E Main St	Clayton	NC	27520-2463	Clayton
Piedmont South	Forsyth	NewBridge	2386 Lewisville-Clemmons Rd	Clemmons	NC	27012-8614	Clemmons
Southeast	New Hanover	NewBridge	704 S College Rd	Wilmington	NC	28403-6411	College Road
Northeast	Tyrrell	Yadkin	204 Scuppermong RdP.O. Box 387	Columbia	NC	27925-8627	Columbia NC
Southern	Mecklenburg	Yadkin	19525 W Catawba Ave	Cornelius	NC	28031-4016	Cornelius
Northeast	Washington	Yadkin	305 N 7th StP.O. Box 98	Creswell	NC	27928	Creswell
Piedmont North	Stokes	NewBridge	1101 N Main St	Danbury	NC	27016-7413	Danbury
Western	Surry	Yadkin	110 W Market St	Elkin	NC	28621-3437	Downtown Elkin
Western	Yadkin	Yadkin	117 Pauline St	East Bend	NC	27018-7686	East Bend
Western	Iredell	Yadkin	3475 E Broad St	Statesville	NC	28625-4522	East Broad Street
Piedmont North	Rockingham	NewBridge	801 S Van Buren Rd	Eden	NC	27288-5323	Eden Main
Northeast	Hyde	Yadkin	35050 US Highway 264	Engelhard	NC	27824-9002	Engelhard
Northeast	Hyde	Yadkin	6839 NC Hwy 94	Fairfield	NC	27826	Fairfield
Southeast	Cumberland	Yadkin	4200 Morganton Rd	Fayetteville	NC	28314-1588	Fayetteville
Central	Wake	NewBridge	210 N Main St	Fuquay-Varina	NC	27526-1936	Fuquay-Varina
Southern	Cherokee SC	Yadkin	217 N Granard St	Gaffney	SC	29341-2343	Gaffney
Central	Wake	Yadkin	945 Vandora Springs Rd	Garner	NC	27529-3543	Garner
Piedmont North	Guilford	NewBridge	701 Green Valley Rd	Greensboro	NC	27408-7096	Green Valley
Northeast	Pitt	Yadkin	1001 Red Banks Rd	Greenville	NC	27858-5908	Greenville Red Banks
Northeast	Pitt	Yadkin	2400 Stantonsburg Rd	Greenville	NC	27834-7210	Greenville UMC
Northeast	Dare	Yadkin	57197 Kohler RdPO Box 279	Hatteras	NC	27943	Hatteras
Northeast	Perquimans	Yadkin	1103 Harvey Point Rd	Hertford	NC	27944-9768	Hertford
Piedmont North	Guilford	NewBridge	4638 Hicone Rd	Greensboro	NC	27405-9434	Hicone
Piedmont North	Guilford	NewBridge	200 Westchester Dr	High Point	NC	27262-7839	High Point
Central	Orange	Yadkin	237 S Churton St	Hillsborough	NC	27278-2539	Hillsborough
Central	Wake	Yadkin	700 Holly Springs Rd	Holly Springs	NC	27540-9032	Holly Springs
Southern	Mecklenburg	Yadkin	100 N Statesville Rd	Huntersville	NC	28078-6064	Huntersville

Yadkin Market	County	Bank	Street Address	City	State	Zip	Internal FNB Branch Name
Central	Durham	Yadkin	115 E Carver St	Durham	NC	27704-2757	Independence Park
Southern	Union	Yadkin	13860 E Independence Blvd	Indian Trail	NC	28079-9611	Indian Trail
Southeast	Onslow	Yadkin	2445 Onslow Dr	Jacksonville	NC	28540-5607	Jacksonville
Western	Ashe	Yadkin	709 E Main St	Jefferson	NC	28640-9280	Jefferson
Western	Yadkin	Yadkin	101 N Bridge St	Jonesville	NC	28642-2219	Jonesville
Piedmont North	Forsyth	NewBridge	230 E Mountain St	Kernersville	NC	27284-2950	Kernersville
Piedmont North	Stokes	NewBridge	647 S Main St	King	NC	27021-9016	King
Northeast	Dare	Yadkin	1 Juniper Trail	Kitty Hawk	NC	27949	Kitty Hawk
Piedmont South	Davidson	NewBridge	38 W First Ave	Lexington	NC	27292-3304	Lexington Main
Piedmont South	Davidson	NewBridge	298 Lowes Blvd	Lexington	NC	27292-5489	Lexington South
Western	Avery	Yadkin	3618 Mitchell Ave	Linville	NC	28646	Linville
Piedmont North	Rockingham	NewBridge	605 Hwy St	Madison	NC	27025-1658	Madison
Northeast	Dare	Yadkin	205 US Highway 64 And 264	Manteo	NC	27954-9718	Manteo
Southern	Union	Yadkin	7003 E Marshville Blvd	Marshville	NC	28103-1170	Marshville
Southern	Iredell	Yadkin	197 Medical Park Rd	Mooresville	NC	28117-8521	Medical Park
Piedmont South	Davidson	NewBridge	11492 Old US Hwy 52	Winston-Salem	NC	27107-9497	Midway
Southern	Mecklenburg	Yadkin	4335 Matthews Mint Hill Rd	Matthews	NC	28105-3635	Mint Hill
Southern	Union	Yadkin	2593 W Roosevelt Blvd	Monroe	NC	28110-0458	Monroe Main
Western	Ashe	Yadkin	1488 Mount Jefferson Rd	West Jefferson	NC	28694-8336	Mount Jefferson
Southern	Mecklenburg	Yadkin	3500 Mount Holly Huntersville Rd	Charlotte	NC	28216-8644	Mountain Island
Northeast	Dare	Yadkin	2721 S Croatan Hwy P.O. Box 399	Nags Head	NC	27959-9023	Nags Head
Western	Surry	Yadkin	1318 N Bridge St	Elkin	NC	28621-2344	North Elkin
Western	Wilkes	Yadkin	1404 W D St	North Wilkesboro	NC	28659-3516	North Wilkesboro
Western	Iredell	Yadkin	127 N Cross Ln	Statesville	NC	28625-2732	Northcross
Northeast	Hyde	Yadkin	782 Irvin S Garrish Hwy	Ocracoke	NC	27960	Ocracoke
Southeast	Moore	Yadkin	211 Central Park Ave	Pinehurst	NC	28374-8807	Pinehurst
Southern	Iredell	Yadkin	520 E Plaza Dr	Mooresville	NC	28115-8071	Plaza Drive
Central	Wake	Yadkin	7100 Creedmoor Rd	Raleigh	NC	27613-1633	Raleigh Creedmoor
Central	Wake	NewBridge	133 Fayetteville St	Raleigh	NC	27601-1356	Raleigh Downtown
Central	Wake	Yadkin	6408 Falls of Neuse Rd	Raleigh	NC	27615-6811	Raleigh Falls Road
Central	Wake	Yadkin	2001 Fairview Rd	Raleigh	NC	27608-2315	Raleigh Five Points
Central	Wake	Yadkin	4711 Six Forks Rd	Raleigh	NC	27609-5203	Raleigh Main
Piedmont North	Guilford	NewBridge	3202 Randleman Rd	Greensboro	NC	27406-6529	Randleman Road
Piedmont North	Rockingham	NewBridge	202 S Main St	Reidsville	NC	27320-3814	Reidsville Main
Piedmont North	Rockingham	NewBridge	1646 Freeway Dr	Reidsville	NC	27320-7107	Reidsville West
Piedmont South	Rowan	Yadkin	322 E Innes St	Salisbury	NC	28144-5012	Salisbury
Central	Lee	Yadkin	870 Spring Ln	Sanford	NC	27330-3437	Sanford
Southeast	Brunswick	NewBridge	5074 Main St	Shallotte	NC	28470-4488	Shallotte
Southeast	Moore	Yadkin	185 W Morganton Rd	Southern Pines	NC	28387-5915	Southern Pines
Southeast	Brunswick	NewBridge	101 N Howe St	Southport	NC	28461-3813	Southport

Yadkin Market	County	Bank	Street Address	City	State	Zip	Internal FNB Branch Name
Western	Iredell	Yadkin	325 E Front St	Statesville	NC	28677-5906	Statesville Main
Piedmont South	Forsyth	NewBridge	161 S Stratford Rd	Winston-Salem	NC	27104-4213	Stratford
Northeast	Hyde	Yadkin	80 Main St P.O. Box 250	Swanquarter	NC	27885-9382	Swan Quarter
Southern	York SC	Yadkin	1738 Gold Hill Rd	Fort Mill	SC	29708-6990	Tega Cay
Piedmont South	Davidson	NewBridge	919 Randolph St	Thomasville	NC	27360-5747	Thomasville
Piedmont South	Davidson	NewBridge	4481 S NC Hwy 150	Lexington	NC	27295-5200	Tyro
Piedmont South	Davidson	NewBridge	500 S Main St	Lexington	NC	27292-3237	Uptown Express Drive-Thru
Piedmont North	Forsyth	NewBridge	3000 Old Hollow Rd	Walkertown	NC	27051-9579	Walkertown
Piedmont South	Davidson	NewBridge	10335 N NC Hwy 109	Winston-Salem	NC	27107-9030	Wallburg
Northeast	Beaufort	Yadkin	1422 Carolina Ave	Washington	NC	27889-3314	Washington
Piedmont South	Davidson	NewBridge	6123 Old US Hwy 52	Lexington	NC	27295-5331	Welcome
Central	Durham	Yadkin	3400 Westgate Dr	Durham	NC	27707-2561	Westgate
Western	Wilkes	Yadkin	301 W Main St	Wilkesboro	NC	28697-2828	Wilkesboro
Southern	Iredell	Yadkin	165 Williamson Rd	Mooresville	NC	28117-6831	Williamson Road
Northeast	Martin	Yadkin	403 E Blvd	Williamston	NC	27892-2731	Williamston
Southeast	New Hanover	Yadkin	1724 Eastwood Rd	Wilmington	NC	28403-3641	Wilmington Eastwood
Southeast	New Hanover	Yadkin	2506 Independence Blvd	Wilmington	NC	28412-2437	Wilmington Independence
Western	Yadkin	Yadkin	104 Progress Ln	Yadkinville	NC	27055-7676	Yadkinville

EXHIBIT “G”



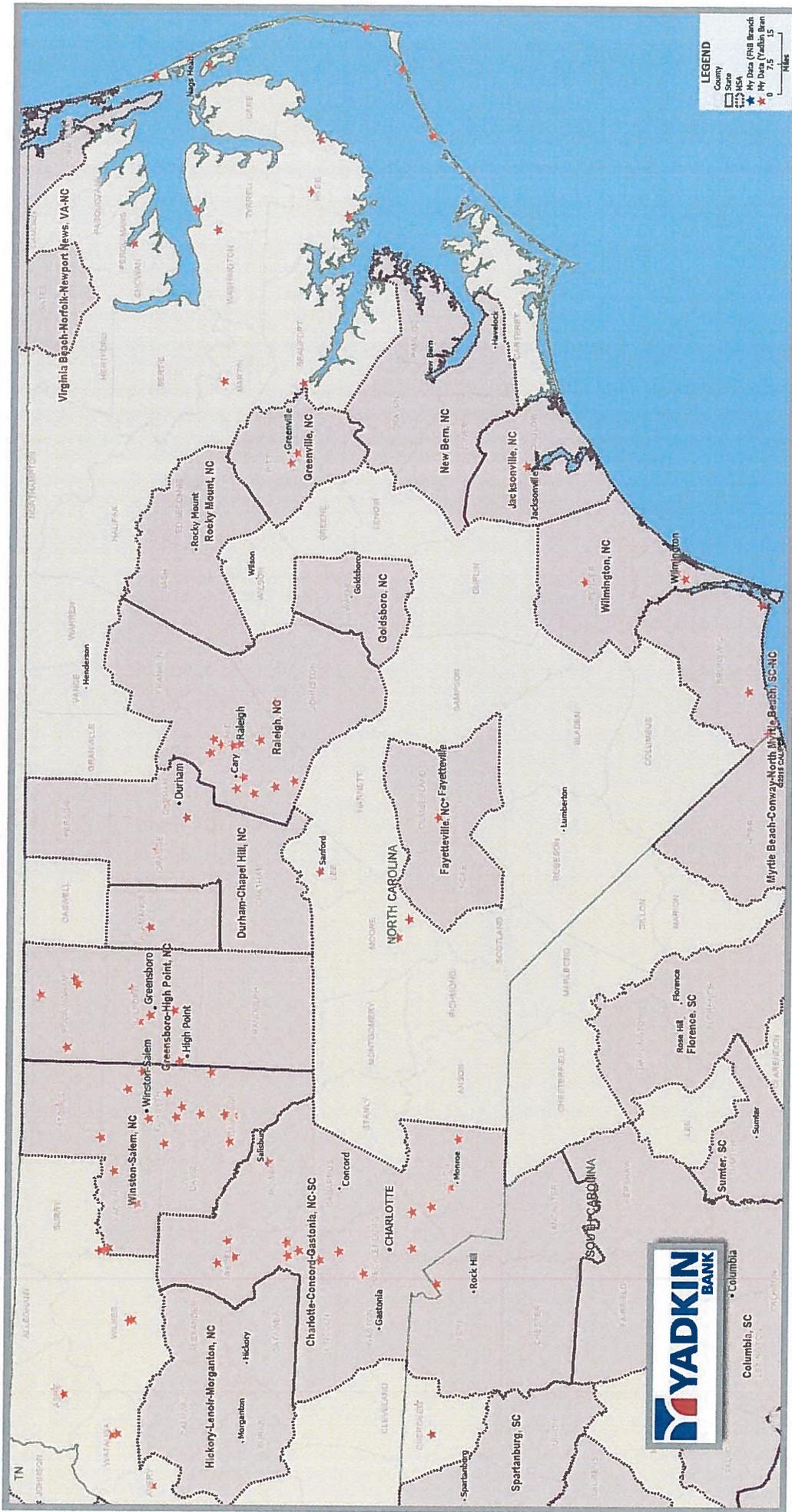


EXHIBIT “H”



Office of the
Comptroller of the Currency

Washington, DC 20219

LARGE BANK

PUBLIC DISCLOSURE

August 10, 2015

COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION

First National Bank of Pennsylvania
Charter Number 249

166 Main Street
Greenville, PA 16125

Office of the Comptroller of the Currency

4075 Monroeville Boulevard
Pittsburgh, PA 15146

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, and should not be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

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Overall CRA Rating

Institution’s CRA Rating: This institution is rated **Satisfactory**.

The following table indicates the performance level of **First National Bank of Pennsylvania (FNB)** with respect to the Lending, Investment, and Service Tests:

Performance Levels	Performance Tests		
	Lending Test*	Investment Test	Service Test
Outstanding			
High Satisfactory	X		X
Low Satisfactory		X	
Needs to Improve			
Substantial Noncompliance			

*The Lending Test is weighted more heavily than the investment and Service Tests when arriving at an overall rating.

The major factors that support this rating include:

- Lending levels reflect excellent responsiveness to AA credit needs.
- The geographic distribution of loans reflects good penetration throughout many of the bank’s AAs.
- The distribution of borrowers reflects, given the product lines offered by the institution, good penetration among retail customers of different income levels and among business and farm customers of different sizes.
- FNB has an adequate level of qualified community development investments and grants, although rarely in a leadership position.
- Delivery systems are accessible to essentially all portions of the institution’s assessment areas.
- To the extent changes have been made, the institution’s opening and closing of branches has generally not adversely affected the accessibility of its delivery systems, particularly in low-and moderate-income geographies and/or to low- and moderate-income individuals.
- The institution provides an adequate level of community development services.

Definitions and Common Abbreviations

The following terms and abbreviations are used throughout this performance evaluation, including the CRA tables. The definitions are intended to provide the reader with a general understanding of the terms, not a strict legal definition.

Affiliate: Any company that controls, is controlled by, or is under common control with another company. A company is under common control with another company if the same company directly or indirectly controls both companies. A bank subsidiary is controlled by the bank and is, therefore, an affiliate.

Aggregate Lending: The number of loans originated and purchased by all reporting lenders in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the assessment area.

Census Tract (CT): Small, relatively permanent statistical subdivisions of a county delineated by local participants as part of the U. S. Census Bureau's Participant Statistical Areas Program. The primary purpose of CTs is to provide a stable set of geographic units for the presentation of decennial census data. CTs generally have between 1,200 and 8,000 people, with an optimum size of 4,000 people.

CEBA: Competitive Equality Banking Act of 1987, which permitted corporations to form limited-purpose credit card banks, whose operations are restricted to credit card activities, without the corporation becoming subject to the limitations of a "bank holding company" under the Bank Holding Company Act. A CEBA credit card bank engages only in credit card operations, does not accept demand deposits or savings or time deposits of less than \$100 thousand (other than to secure extensions of credit), maintains only one office and does not engage in the business of making commercial loans. (Credit card loans made to businesses, which meet the criteria for a "small business concern," that are eligible for business loans under regulations established by the Small Business Administration under 13 CFR 121 are not considered commercial loans.)

Combined Statistical Area: Any two adjacent Core Based Statistical Areas (CBSAs) may form a CSA if the employment interchange measure meets a level defined by the Office of Management and Budget.

Core Based Statistical Area (CBSA): A CBSA is a geographic entity associated with at least one core of 10,000 or more population, plus adjacent territory that has a high degree of social and economic integration with the core as measured by commuting ties. The standards designate and delineate two categories of CBSAs: Metropolitan Statistical Areas and Micropolitan Statistical Areas.

Community Development:

- Affordable housing (including multifamily rental housing) for low- or moderate-income individuals;
- Community services targeted to low- or moderate-income individuals;
- Activities that promote economic development by financing businesses or farms that meet the size eligibility standards of the Small Business Administration's Development Company or Small Business Investment Company programs (13 CFR 121. 301) or have gross annual revenues of \$1 million or less;
- Activities that revitalize or stabilize low- or moderate-income geographies, distressed or underserved nonmetropolitan middle-income geographies, or designated disaster areas; or
- Loans, investments, and services that support, enable or facilitate projects or activities that meet the "eligible uses" criteria described in Section 2301(c) of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, 122 Stat. 2654, as amended, and are conducted in designated target areas identified in plans approved by the United States Department of Housing and Urban Development in accordance with the Neighborhood Stabilization Program (NSP), are provided no later than two years after the last date funds appropriated for the NSP are required to be spent by grantees, and benefit low-, moderate-, and middle-income individuals and geographies in the bank's assessment area(s) or areas outside the bank's assessment area(s) provided the bank has adequately addressed the community development needs of its assessment area(s).

Community Reinvestment Act (CRA): the statute that requires the OCC to evaluate a bank's record of meeting the credit needs of its local community, consistent with the safe and sound operation of the bank, and to take this record into account when evaluating certain corporate applications filed by the bank.

Consumer Loan: A loan to one or more individuals for household, family, or other personal expenditures. A consumer loan does not include a home mortgage, small business, or small farm loan. This definition includes the following categories: motor vehicle loans, credit card loans, home equity loans, other secured consumer loans, and other unsecured consumer loans.

Distressed Nonmetropolitan Middle-Income Geography: A county that meets one or more of the following triggers: (1) An unemployment rate of at least 1.5 times the national average, (2) a poverty rate of 20 percent or more, or (3) a population loss of 10 percent or more between the previous and most recent decennial census or a net migration loss of five percent or more over the five-year period preceding the most recent census.

Family: A group of two or more people (one of whom is the householder) related by birth, marriage, or adoption, residing together. A family household may also include non-relatives living with the family.

Full Review: Performance under the Lending, Investment, and Service Tests is analyzed considering performance context, quantitative factors (e.g., geographic distribution, borrower distribution, and total number and dollar amount of investments), and qualitative factors (e.g., innovativeness, complexity, and responsiveness).

Geography: A census tract delineated by the United States Bureau of the Census in the most recent decennial census.

Home Mortgage Disclosure Act (HMDA): The statute that requires certain mortgage lenders that conduct business or have banking offices in a metropolitan statistical area to file annual summary reports of their mortgage lending activity. The reports include such data as applicant race, gender, and income, loan amount requested, disposition of the application (e.g., originated, denied, and withdrawn) loan pricing, lien status, requests for preapproval, and type of collateral (e.g. manufactured housing).

Home Mortgage Loans: Such loans include home purchase, home improvement and refinancings, as defined in the HMDA regulation. These include loans for multifamily (five or more families) dwellings, manufactured housing and one-to-four family dwellings other than manufactured housing.

Household: Consists of one or more persons, whether related (family) or unrelated (nonfamily), occupying a housing unit. Persons not living in households are classified as living in group quarters. In 100 percent tabulations, the count of households always equals the count of occupied housing units.

Limited Review: Performance under the Lending, Investment, and Service Tests is analyzed using only quantitative factors (e.g., geographic distribution, borrower distribution, total number and dollar amount of investments, and branch distribution).

Low-Income: Individual income, or a geography with a median family income, that is less than 50 percent of the area median income.

Market Share: The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the assessment area.

Median Family Income (MFI): The median income for families determined by the U. S. Census Bureau's American Community Survey every five years and used to determine the income level category of geographies. The MFI is updated annually by the Federal Financial Institutions Examination Council (FFIEC) and estimates the income level of individuals within a geography. For any given area, the median is the point at which half of the families have income above it and half below it.

Metropolitan Area (MA): Any metropolitan statistical area or metropolitan division, as defined by the Office of Management and Budget.

Metropolitan Division (MD): A Metropolitan Division is defined by the Office of Management and Budget and consists of one or more counties within a Metropolitan Statistical Area that contains a population of at least 2.5

million. MDs represent one or more employment centers, identified as a main county and, as applicable, contiguous counties with strong commuting ties to the main county.

Metropolitan Statistical Area (MSA): An area, defined by the Office of Management and Budget, as one or more whole counties having at least one urbanized area that has a population of at least 50,000. An MSA may include adjacent counties that have a high degree of social and economic integration with the urbanized area as measured through commuting ties.

Middle-Income: Individual income, or a geography with a median family income, that is at least 80 percent and less than 120 percent of the area median income.

Moderate-Income: Individual income, or a geography with a median family income, that is at least 50 percent and less than 80 percent of the area median income.

Multifamily: A residential structure that contains five or more units.

Other Products: Includes any unreported optional category of loans for which the institution collects and maintains data for consideration during a CRA examination. Consumer loans are an example of such activity.

Owner-Occupied Units: Housing units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

Qualified Investment: A qualified investment is defined as any lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

Rated Area: A rated area is a state or multistate metropolitan area. For an institution with domestic branches in only one state, or multistate metropolitan area, the state or multistate rating is the institution's CRA rating. If an institution maintains domestic branches in more than one state, the institution will receive a separate rating for each state in which branches are located, unless those branches are within a multistate metropolitan statistical area. If an institution maintains domestic branches in two or more states within a multistate metropolitan area, the institution will receive a single rating for the multi-state metropolitan area.

Small Loan(s) to Business(es): A loan included in 'loans to small businesses' as defined in the Consolidated Report of Condition and Income (Call Report) instructions. These loans have original amounts of \$1 million or less and typically are either secured by nonfarm or nonresidential real estate or are classified as commercial and industrial loans.

Small Loan(s) to Farm(s): A loan included in 'loans to small farms' as defined in the Consolidated Report of Condition and Income (Call Report) instructions. These loans have original amounts of \$500 thousand or less and are either secured by farmland, or are classified as loans to finance agricultural production and other loans to farmers.

Tier One Capital: The total of common shareholders' equity, perpetual preferred shareholders' equity with non-cumulative dividends, retained earnings and minority interests in the equity accounts of consolidated subsidiaries.

Underserved Nonmetropolitan Middle-Income Geography: A nonmetropolitan middle-income geography will be designated as underserved if it meets criteria for population size, density, and dispersion that indicate the area's population is sufficiently small, thin, and distant from a population center that the tract is likely to have difficulty financing the fixed costs of meeting essential community needs. The Agencies will use as the basis for these designations the "urban influence codes," numbered "7," "10," "11," and "12," maintained by the Economic Research Service of the United States Department of Agriculture.

Upper-Income: Individual income, or a geography with a median family income, that is at least 120 percent of the area median income.

Description of Institution

First National Bank of Pennsylvania (“FNB” or “bank”) is an interstate bank headquartered in Greenville, Pennsylvania (PA), and wholly owned by FNB Corporation (FNB Corp.), a one-bank holding company headquartered in Pittsburgh, PA. FNB Corp. has several subsidiaries, including Regency Finance Company (RFC), First National Insurance Agency (FNIA), and F.N.B. Capital Corporation, LLC (FNBCC). Additionally, FNBCC has a 21.9 percent funding commitment to F.N.B. Capital Partners, L.P. (FNBCP), a Small Business Investment company licensed by the Small Business Administration. FNBCP is not a subsidiary or affiliate of FNB. The bank was chartered in February 1864.

FNB Corp. operates through four segments: community banking, wealth management, insurance, and consumer finance. FNB serves the community banking segment and provides a full range of financial services including commercial and individual demand, savings, and time deposit accounts, as well as commercial, mortgage, and individual installment loans to consumers, corporations, governments, and small- to medium-sized businesses.

The bank currently operates 276 branch offices distributed across 19 assessment areas in Pennsylvania (PA), Ohio (OH), West Virginia (WV), and Maryland (MD). FNB closed 45 branches during the evaluation period, one of which was located in a low-income geography and 11 in moderate-income geographies.

As of December 31, 2014, FNB had total assets of \$16.0 billion and tier 1 capital was \$1.2 billion. Total net loans and leases outstanding were \$11.0 billion. The bank’s loan portfolio consisted of 27.0 percent non-farm non-residential loans, 20.1 percent commercial & industrial loans, 35.2 percent 1-4 family residential loans, 8.7 percent loans to individuals, 3.6 percent construction and development loans, and 5.4 percent in all other loans. Total deposits were \$11.5 billion.

There were no legal or financial factors impeding the bank’s ability during the evaluation period to help meet credit needs in its assessment areas. FNB’s CRA performance was rated “Satisfactory” in the last public evaluation dated January 4, 2011.

Scope of the Evaluation

Evaluation Period/Products Evaluated

This Performance Evaluation (PE) assesses the bank's performance under the large institution Lending, Investment, and Service Tests. With the exception of community development (CD) loans, the evaluation period for the Lending Test is January 1, 2010 through December 31, 2014. For CD loans, the Investment Test, and the Service Test, the evaluation period is January 22, 2011 through December 31, 2014.

In evaluating the bank's lending performance, we reviewed home mortgage loans reported under the Home Mortgage Disclosure Act (HMDA) and small loans to businesses and farms reported under the Community Reinvestment Act (CRA) for calendar years 2010 through 2014. Due to changes during the evaluation period in demographic data, we compared data from bank loans originated and purchased during calendar years 2010 and 2011 to demographic data drawn from the 2000 U. S. Decennial Census and 2011 Dun and Bradstreet small business demographic data. We used HMDA peer mortgage data and CRA peer small business data from calendar year 2011 to determine the bank's market share of lending and to compare the bank's level of lending to depository and nondepository lenders in each AA.

For loans originated and purchased during calendar years 2012, 2013, and 2014, we compared bank data to the U. S. Census 2006-2010 American Community Survey (ACS) and the 2014 Dun and Bradstreet small business demographic data. We also used HMDA peer mortgage data and CRA peer small business data from calendar year 2013 to determine the bank's market share of home mortgage lending and to compare the bank's level of lending to depository and nondepository lenders in each AA.

Bank and branch deposit data is as of June 30, 2014 and was drawn from the Federal Deposit Insurance Corporation (FDIC).

Data Integrity

Prior to this evaluation, we selected and tested samples of HMDA and small business and small farm loan data to determine the accuracy and reliability of the data for use in this CRA evaluation. The HMDA and CRA data were determined to be accurate and reliable for use in evaluating the bank's performance under the Lending Test.

Selection of Areas for Full-Scope Review

We selected two assessment areas (AAs) in Pennsylvania, one AA each in Ohio and Maryland, and both multistate MSAs where FNB has branch offices for full-scope reviews. Refer to the "Scope" section under each state or multistate rating section for details regarding how the areas were selected.

Ratings

The bank's overall rating is a blend of the state and multistate ratings. The state ratings are based primarily on those areas that received full-scope reviews with consideration given to performance in areas that received limited-scope reviews.

The bank's performance in Pennsylvania is weighted more heavily than the bank's performance in other rating areas. Of total bank deposits, 74.8 percent are in Pennsylvania. Of total loans originated during the evaluation period, 78.1 percent were in Pennsylvania. The bank's performance in the multistate Weirton-Steubenville WV-OH multistate MSA received the least weight, with 1.3 percent of total bank deposits held and 1.3 percent of total loans originated in the AA during the evaluation period.

Lending test ratings were based primarily on the bank's performance for the period 2012 through 2014. Lending during 2012-2014 covered a broader period of time during which economic conditions were more conducive to lending than during the period 2010-2011. Conclusions for lending activity during 2010-2011 are stated in terms of whether performance is stronger or weaker than, or not inconsistent with, performance during the 2012-2014 period.

In general, home mortgage loans reported under HMDA were weighted more heavily than small business loans.

All loans originated and reported under HMDA and CRA were included in the performance analysis. Loans to farms received less weight than loans to businesses in AAs where loans to farms were reviewed.

Refer to the “Scope” section under each state or multistate ratings section for details on how loan types were weighted in the evaluation process.

Fair Lending or Other Illegal Credit Practices Review

Pursuant to 12 C.F.R. 25.28(c) or 12 C.F.R. 195.28(c), in determining a national bank’s (bank) or federal savings association’s (FSA) CRA rating, respectively, the OCC considers evidence of discriminatory or other illegal credit practices in any geography by the bank or FSA, or in any assessment area by an affiliate whose loans have been considered as part of the bank’s or FSA’s lending performance.

The OCC did not identify evidence of discriminatory or other illegal credit practices with respect to this institution.

Further, section 1025 of the Dodd–Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) assigns to the CFPB exclusive examination authority, and primary enforcement authority, to ensure compliance by banks and FSAs with Federal consumer financial laws, if the bank or FSA has more than \$10 billion in assets. The CFPB has not provided the OCC with any information about, or other evidence of, discriminatory or other illegal credit practices relative to this institution with respect to the Federal consumer financial laws.

State Ratings

State of Pennsylvania

CRA Rating for Pennsylvania^[1]:	Satisfactory
The Lending Test is rated:	High Satisfactory
The Investment Test is rated:	Low Satisfactory
The Service Test is rated:	High Satisfactory

The major factors that support this rating include:

- Lending levels reflect excellent responsiveness to AA credit needs.
- The geographic distribution of loans reflects good penetration throughout the bank's AAs.
- The distribution of borrowers reflects, given the product lines offered by the institution, excellent penetration among retail customers of different income levels and good penetration among business and farm customers of different sizes.
- FNB made a relatively high level of community development loans in PA.
- FNB has an adequate level of qualified community development investments and grants, although rarely in a leadership position, particularly those that are not routinely provided by private investors and exhibits adequate responsiveness to credit and community economic development needs.
- The institution provides an adequate level of community development services
- Delivery systems are accessible to essentially all portions of the institution's assessment areas.
- To the extent changes have been made, the institution's opening and closing of branches has generally not adversely affected the accessibility of its delivery systems, particularly in low-and moderate-income geographies and/or to low- and moderate-income individuals.

Description of Institution's Operations in Pennsylvania

FNB has 11 AAs within the state of Pennsylvania. The Pittsburgh MSA 38300 (Pittsburgh MSA) is comprised of Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland Counties. For purposes of this evaluation, the PA Non-MSA is comprised of Bedford, Clinton, Crawford, Greene, Huntingdon, Indiana, Juniata, Lawrence, Mifflin, Monroe, Northumberland, Schuylkill, Snyder, Somerset, Susquehanna, Union and Venango Counties. The Altoona MSA 11020 (Altoona) is comprised of Blair County. The Erie MSA 21500 (Erie) is comprised of Erie County. The Harrisburg-Carlisle MSA 25420 (Harrisburg) includes only Cumberland and Dauphin Counties. The Johnstown MSA 27780 (Johnstown) is comprised of Cambria County. The Reading MSA 39740 (Reading) is comprised of Berks County. The Scranton-Wilkes-Barre-Hazleton MSA 42540 (Scranton) is comprised of Lackawanna, Luzerne and Wyoming Counties. The State College MSA 44300 (State College) is comprised of Centre County. The Williamsport MSA 48700 (Williamsport) is comprised of Lycoming County, and the York-Hanover MSA 49620 (York) is comprised of York County.

During the evaluation period, FNB acquired two banks in Pennsylvania. In February of 2011, the bank acquired Commercial Bank and Trust, along with its 15 full-service branches, located in the non-MSA areas of Susquehanna and Wyoming Counties. In January 2012, the bank acquired Parkvale Savings Bank along with its 47 full-service branches, located in the Pittsburgh MSA AA. Through these acquisitions, the bank gained 62 bank branches throughout Western and Northeastern Pennsylvania. The bank opened 11 new branches and closed 45 branches in the state during the evaluation period.

FNB provides a full range of loan and deposit products and services to its AAs through 201 full-service and 13 limited-service branches within the state of Pennsylvania. During the evaluation period, 74.8 percent of bank-wide deposits and 81.7 percent of originated loans were from the state of Pennsylvania. As of June 30, 2014, FNB held deposits totaling \$8.4 billion in Pennsylvania, which represented a 4.9 percent market share and ranked the bank

^[1] For institutions with branches in two or more states in a multistate metropolitan area, this statewide evaluation does not reflect performance in the parts of this state contained within the multistate metropolitan area. Refer to the multistate metropolitan area rating and discussion for the rating and evaluation of the institution's performance in that area.

number three of 139 financial institutions with operations in Pennsylvania. The state's largest depository institutions are PNC Bank and Citizens Bank of Pennsylvania.

The most significant AAs in the state, in terms of lending and deposits, are the Pittsburgh MSA and PA Non-MSA AAs. The Pittsburgh AA has 82 full-service and two limited-service branches, and accounts for 48.2 percent of rated area deposits and 34.7 percent of rated area loans originated during the evaluation period. The bank opened four new branches during the evaluation period; however, none were located in low- or moderate-income geographies. The bank closed seven branches during the evaluation period, of which four were located in moderate-income geographies.

The PA Non-MSA AA has 52 full-service and two limited-service branches and accounts for 22.6 percent of rated area deposits and approximately 33.9 percent of rated area loans originated during the evaluation period. Within the PA Non-MSA AA, there is a high concentration of distressed nonmetropolitan middle-income geographies in Juniata and Susquehanna Counties. Of the total 17 census tracts in these counties, 14 are designated distressed nonmetropolitan middle-income geographies. FNB opened one new branch in the AA during the evaluation period. The new branch was not located in low- or moderate-income geography. FNB closed 13 branches during the evaluation period, none of which were located in low- or moderate-income geographies.

The Altoona MSA AA has 10 full-service and two limited-service branches and accounts for 4.5 percent of the rated area deposits and approximately 5.5 percent of the rated area loans originated during the evaluation period. FNB opened no branches, but closed one branch in the AA during the evaluation period. The branch was not located in a low- or moderate-income geography.

The Erie MSA AA has 10 full-service and two limited-service branches and accounts for 5.7 percent of the rated area deposits and approximately 6.1 percent of the rated area loans originated during the evaluation period. FNB opened one branch during the evaluation period; however, it was not located in a low- or moderate-income geography. There were no branch closures in the AA during the evaluation period.

The Harrisburg MSA AA has three full-service branches and accounts for 1.3 percent of the rated area deposits and approximately 0.9 percent of the rated area loans originated during the evaluation period. FNB opened two branches in the AA during the evaluation period, of which one was located in a moderate-income geography. There were no branch closures during the evaluation period.

The Johnstown MSA AA has 12 full-service and two limited-service branches and accounts for 5.9 percent of the rated area deposits and approximately 8.4 percent of the rated area loans originated during the evaluation period. FNB opened one branch in a moderate-income geography and closed two branches during the evaluation period; however, neither closed branch was located in a low- or moderate-income geography.

The Reading MSA AA has two full-service branches and accounts for 0.3 percent of the rated area deposits and approximately 0.2 percent of the rated area loans originated during the evaluation period. Both branches were opened during the evaluation period. One is located in a moderate-income geography. There were no branch closures in the AA during the evaluation period.

The Scranton MSA AA and has 14 full-service branches and one limited-service branch, This accounts for 5.1 percent of the rated area deposits and approximately 4.3 percent of the rated area loans originated during the evaluation period. There were no branches opened during the evaluation period. Three branches were closed during the evaluation period. None of the closed branches were located in low- or moderate-income geographies.

The State College MSA AA has 12 full-service and two limited-service branches and accounts for 5.2 percent of the rated area deposits and approximately 4.4 percent of the rated area loans originated during the evaluation period. There were no branches opened during the evaluation period. Three branches closed during the evaluation period, one of which was located in a moderate-income geography.

The Williamsport MSA AA has three full-service branches and one limited-service branch. This accounts for 1.3 percent of the rated area deposits and approximately 1.4 percent of the rated area loans originated during the evaluation period. There were no branches opened during the evaluation period. Two branches closed during the evaluation period; however, neither branch was located in a low- or moderate-income geography.

The York MSA AA has one full-service branch and accounts for 0.1 percent of the rated area deposits and approximately 0.3 percent of the rated area loans originated during the evaluation period. FNB neither opened nor closed branches in the AA during the evaluation period.

Refer to the market profiles for the state of Pennsylvania in appendix C for detailed demographics and other performance context information for assessment areas that received full-scope reviews.

Scope of Evaluation in Pennsylvania

The Pittsburgh MSA and the PA Non-MSA AAs received full-scope evaluations. With regard to the PA Non-MSA AA, retail lending in Monroe County is considered for the period January 1, 2010 through December 31, 2013. As of January 1, 2014, Monroe County was defined as the East Stroudsburg MSA 20700. Because lending during calendar year 2014 was limited, consideration of retail lending activity in Monroe County for that period was excluded for purposes of this evaluation. All qualified community development activities in Monroe County are considered in evaluating performance in the PA Non-MSA AA.

The Altoona, Erie, Harrisburg, Johnstown, Reading, Scranton, State College, Williamsport and York MSA AAs received limited-scope evaluations. The ratings for the state of Pennsylvania are primarily based on the results of the full-scope review of the Pittsburgh MSA and PA Non-MSA AAs, but were also influenced by performance in the limited-scope areas. Refer to the table in appendix A for more information.

In performing our analysis, we placed greater weight on the bank's home mortgage lending as home mortgage loans represented the majority of the bank's lending activity. Loans to businesses received greater weight than lending to farms where lending to farms was considered in the full-scope areas, and in the Altoona MSA and State College MSA AAs, which received limited-scope reviews.

During our evaluation, we contacted three community development and affordable housing organizations. One of the entities serves the Pittsburgh MSA AA and the other two serve the PA Non-MSA AA. The Pittsburgh MSA AA community contact indicated that there is a significant reduction in affordable housing units available in the Pittsburgh AA. Though there are now six banks on the various boards of affordable housing organizations serving the AA, the contact indicated credit remains restricted at best. Tax credits are more difficult to obtain and manage as assurances and guarantees are required, much like the commercial lending sector. The community contacts in the PA Non-MSA AA indicated that robust economic development is not occurring. These areas are predominately rural and agricultural businesses and farm-based companies are significant to their economy. General banking and credit needs are being met and there is an abundance of banks servicing these communities. However, there are limited community development opportunities for loans or investments. Alternatively, there are quite a few opportunities for the banks to make donations and/or provide services for community development activities.

LENDING TEST

Conclusions for Areas Receiving Full-Scope Reviews

The bank's performance under the Lending Test in Pennsylvania is rated High Satisfactory. Based on full-scope reviews, the bank's performance in the Pittsburgh MSA AA is good and the performance for the PA Non-MSA AA is good.

Lending Activity

FNB's lending levels in the state of Pennsylvania reflect excellent responsiveness to AA credit needs. Based on full-scope reviews, the bank's performance in the Pittsburgh and PA Non-MSA AAs is excellent. The institution exhibits a good record of serving the credit needs of the most economically disadvantaged area(s) of its assessment area(s), low-income individuals, and/or very small businesses, consistent with safe and sound banking practices.

Conclusions regarding lending activity are based on the total volume of lending throughout the evaluation period compared to deposit market share as of June 30, 2014. Comparisons were made to peer mortgage and peer small business and small farm data for loans reported during calendar year 2013.

Pittsburgh MSA

FNB's lending levels in the Pittsburgh MSA AA reflect excellent responsiveness to AA credit needs. Home mortgage, small business, and small farm lending activity is excellent.

FNB's equivalent market rank in home mortgage lending, relative to the number of reporting lenders in the AA, exceeds the bank's market rank in deposits. As of June 30, 2014, FNB held a 4.1 percent market share of deposits and ranked in the top 10 percent of total depository banks, or fourth among 57 financial institutions. FNB held a 1.5 percent market share of home purchase loans and ranked in the top five percent, or thirteenth among 369 reporting lenders. The bank held an 11.0 percent market share of home improvement loans and ranked in the top two percent, or third among 164 reporting lenders. FNB held a 4.5 percent market share of home refinance loans and ranked in the top two percent, or fifth among 408 reporting lenders.

FNB's equivalent market rank in small business and small farm lending activity is excellent given the bank's deposit market share and rank and competition within the AA. FNB held a 4.3 percent market share of small loans to businesses and ranked in the top ten percent, or sixth among 87 reporting lenders. FNB held a 5.8 percent market share of small loans to farms and ranked in the top five percent, or fourth among 104 reporting lenders.

PA Non-MSA

FNB's lending levels in the PA Non-MSA AA reflect excellent responsiveness to AA credit needs. Home mortgage lending activity is excellent. Small business lending activity is excellent and small farm lending activity is considered good.

As of June 30, 2014, FNB held an 11.2 percent market share of deposits, ranking first among 66 depository institutions in the AA. FNB ranked in the top one percent of all HMDA reporting lenders for home purchase, home improvement, and refinance loans. Market share and rank for each loan type are as follows: 4.7 percent market share of home purchase loans, third among 318 reporting lenders; 23.4 percent market share of home improvement loans, first among 161 reporting lenders; 12.6 percent market share of home refinance loans, first among 373 reporting lenders.

FNB held a 10.2 percent market share of small loans to businesses and ranked first among 87 reporting lenders. FNB held a 6.2 percent market share of small loans to farms and ranked in the top 20 percent of lenders, or sixth among 37 reporting lenders.

Refer to table 1 Lending Volume in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the bank's lending activity.

Distribution of Loans by Income Level of the Geography

The geographic distribution of loans reflects good penetration throughout the full-scope AAs. The geographic distribution of home mortgage loans and loans to small businesses is good. The geographic distribution of loans to small farms is excellent. We identified no unexplained, conspicuous gaps in the bank's lending patterns throughout its AAs.

Home Mortgage Loans

Refer to tables 2, 3, 4, and 5 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's home mortgage loan originations/purchases.

Pittsburgh MSA

The geographic distribution of home mortgage loans in the Pittsburgh MSA AA reflects good penetration throughout the AA.

In concluding on the geographic distribution of home mortgage loans in low-income geographies, we considered that, based on 2010 and 2000 U. S. Census data, only 2.1 percent and 1.2 percent, respectively, of total owner-occupied housing units were located in low-income geographies, severely limiting opportunities for bank lending in those geographies.

Home Purchase Loans

2012-2014

The geographic distribution of home purchase loans reflects good penetration throughout the AA. The percentage of loans in low-income geographies is below the percentage of owner-occupied units in those geographies. The percentage of loans made in moderate-income geographies is near to the percentage of owner-occupied units in those geographies. The bank's respective market share in low- and moderate-income geographies exceeds its overall market share for home purchase loans.

2010-2011

The bank's performance related to the geographic distribution of home purchase loans for 2010 and 2011 was stronger than performance in 2012 through 2014. The percentage of loans made in low- and moderate-income geographies exceeds the percentage of owner-occupied units in those geographies. The bank's market share of loans in low-income geographies is below their overall market share of home purchase loans, but FNB's market share of loans in moderate-income geographies exceeds their overall market share of home purchase loans.

Home Improvement Loans

2012-2014

The geographic distribution of home improvement loans reflects good penetration throughout the AA. The percentage of loans in low-income geographies is below the percentage of owner-occupied units in those geographies. The percentage of loans made in moderate-income geographies exceeds the percentage of owner-occupied units in those geographies. The bank's market share in low-income geographies is below its overall market share for home improvement loans. The bank's market share in moderate-income geographies exceeds its overall market share for home improvement loans.

2010-2011

The bank's performance during 2010-2011 was not inconsistent with performance in 2012 through 2014.

Home Refinance Loans

2012-2014

The geographic distribution of home refinance loans reflects good penetration throughout the AA. The percentage of loans in low-income geographies is below the percentage of owner-occupied units in those geographies. The percentage of loans made in moderate-income geographies is near to the percentage of owner-occupied units in those geographies. The bank's market share in low- and moderate-income geographies exceeds its overall market share for home refinance loans.

2010-2011

The bank's performance in 2010 and 2011 was not inconsistent with performance noted in 2012 through 2014.

Multi-Family Loans

2012-2014

The geographic distribution of multifamily loans reflects good penetration throughout the AA. The percentage of loans in low-income geographies is below the percentage of multifamily units in those geographies. The bank's percentage of loans in moderate-income geographies exceeds the percentage of multifamily units in those geographies. The bank's market share in low-income geographies is below the bank's overall market share for multifamily loans. The bank's market share in moderate-income geographies exceeds the overall market share for multifamily loans.

2010-2011

The bank's performance in 2010 and 2011 was not inconsistent with performance noted in 2012 through 2014.

PA Non-MSA

The geographic distribution of home mortgage loans in the Non-MSA AA reflects good penetration throughout the AA. In concluding on the geographic distribution of home mortgage loans in low-income geographies, we considered that, based on both the 2010 and 2000 U. S. Census data, only 0.18 and 0.20 percent, respectively, of total owner-occupied housing units in the AA were located in low-income geographies. This severely limited the bank's opportunity to lend in low-income geographies.

Home Purchase Loans2012-2014

The geographic distribution of home purchases loans reflects good penetration throughout the AA. The percentage of loans in low-income geographies exceeds the percentage of owner-occupied units in those geographies. The percentage of loans in moderate-income geographies is below the percentage of owner-occupied units in those geographies. The bank's market share in low-and moderate-income geographies exceeds its overall market share for home purchase loans.

2010-2011

The bank's performance in 2010 and 2011 was weaker than performance noted in 2012 through 2014. The bank made no loans within low-income geographies during this evaluation period, however, as noted earlier, only 0.22 percent of owner-occupied units were located in low-income geographies. The bank's percentage of loans in moderate-income geographies is below the percentage of owner-occupied units in these geographies. The bank's market share in the moderate-income geographies is below its overall market share for home refinance loans.

Home Improvement Loans2012-2014

The geographic distribution of home improvement loans reflects adequate penetration throughout the AA. The bank made no loans in low-income geographies. The percentage of loans made in moderate-income geographies is below the percentage of owner-occupied units in those geographies. The bank's market share in moderate-income geographies exceeds its overall market share for home improvement loans.

2010-2011

The bank's performance in 2010 and 2011 was stronger than performance noted in 2012 through 2014. The percentage of loans made in moderate-income geographies exceeds the percentage of owner-occupied units in those geographies.

Home Refinance Loans2012-2014

The geographic distribution of home refinance loans reflects adequate penetration throughout the AA. The bank made no refinance loans in low-income geographies. The percentage of loans made in moderate-income geographies is below the percentage of owner-occupied units in these geographies. The bank's market share in moderate-income geographies exceeds its overall market share for home refinance loans.

2010-2011

The bank's performance in 2010 and 2011 was stronger than performance noted in 2012 through 2014. The percentage loans made in low-income geographies is below the percentage of owner-occupied units in those geographies. The percentage of loans made in moderate-income geographies is near to the percent of owner-occupied units in those geographies.

Multi-Family Loans2012-2014

The geographic distribution of multifamily loans reflects good penetration throughout the AA. The percentage of loans in low-income geographies exceeds the percentage of multifamily units in those geographies. The percentage of loans in moderate-income geographies is below the percentage of multifamily units in those geographies. The bank made no multifamily loans in low-income geographies in 2013, the year for which comparisons are made. The bank's market share in moderate-income geographies exceeds the bank's overall market share for multifamily loans.

2010-2011

The bank did not originate or purchase a sufficient number of multifamily loans in 2010 and 2011 to provide a meaningful analysis. FNB originated nine multifamily loans in the AA during 2010 and 2011.

Small Loans to Businesses

Overall, the geographic distribution of small loans to businesses reflects good penetration throughout the AA.

Refer to table 6 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to businesses.

Pittsburgh MSA2012-2014

The geographic distribution of small loans to businesses reflects excellent penetration throughout the AA. The percentage of small loans to businesses in low-income geographies is near to the percentage of businesses located in low-income geographies considering less than four percent of businesses are located in low-income geographies. The percentage of small loans to businesses in moderate-income geographies exceeds the percentage of businesses located in moderate-income geographies. The bank's market share of loans to businesses in low-income geographies is below its overall market share. The bank's market share of loans to businesses in moderate-income geographies exceeds its overall market share.

2010-2011

The bank's performance in 2010 through 2011 was weaker than the bank's performance in 2012 through 2014. The percentage of small loans to businesses in low-income geographies is below the percentage of businesses located in those geographies.

PA Non-MSA2012-2014

The geographic distribution of small loans to businesses reflects good penetration throughout the AA. The percentage of small loans to businesses in low-income geographies exceeds than the percentage of businesses located in low-income geographies. The percentage of small loans to businesses in moderate-income geographies is below the percentage of businesses located in moderate-income geographies. The bank's market share of loans to businesses in low-income geographies exceeds their overall market share. The bank's market share of loans to businesses in moderate-income geographies is near to their overall market share.

2010-2011

The bank's performance in 2010 through 2011 was not inconsistent with the bank's performance in 2012 through 2014.

Small Loans to Farms

Overall, the geographic distribution of small loans to farms reflects good distributions throughout the AAs.

Refer to table 7 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to farms.

Pittsburgh MSA

2012-2014

The geographic distribution of small loans to farms is good. The bank made no small loans to farms in low-income geographies, however, only 1.2 percent of farms are located in low-income geographies. The percentage of small loans to farms in moderate-income geographies significantly exceeds the percentage of farms located in moderate-income geographies. The bank's market share of loans to farms in moderate-income geographies is near to its overall market share.

2010-2011

The bank did not originate or purchase a sufficient number of small loans to farms in 2010 and 2011 to provide a meaningful analysis. FNB originated only nine loans in the AA during 2010-2011.

PA Non-MSA

2012-2014

The geographic distribution of small loans to farms is good. The bank made no small loans to farms in low-income geographies, however, there are no farms located in low-income geographies. The percentage of small loans to farms in moderate-income geographies exceeds the percentage of farms located in moderate-income geographies. The bank's market share of loans to farms in moderate-income geographies exceeds their overall market share.

2010-2011

The bank's performance in 2010-2011 is not inconsistent with performance noted in 2012-2014.

Lending Gap Analysis

We evaluated the lending distribution in the Pittsburgh MSA, PA Non-MSA, and limited-scope PA AAs to determine if any unexplained, conspicuous gaps existed. We used HMDA and CRA data reports to compare the geographies where loans were made to the geographies in the AAs. We also considered competition, market conditions, and demographic information. No unexplained, conspicuous gaps were identified.

Inside/Outside Ratio

A substantial majority of loans are made in FNB's AAs. Overall, 95.9 percent of the bank's loan originations were in their AAs. For home mortgage loans, 95.5 percent of all originations were in the AAs. By loan product 93.4 percent of all home purchase loans, 96.3 percent of all home improvement loans, and 95.7 percent of all home refinance loans were in the bank's AAs. For loans to businesses and farms, 94.5 and 96.4 percent respectively were in the bank's AAs.

This analysis was performed on the entire bank rather than by AA and factored into the overall analysis of the geographic distribution of lending by income level of geography.

Distribution of Loans by Income Level of the Borrower

Overall, the distribution of borrowers reflects, given the product lines offered by the institution, excellent penetration among retail customers of different income levels and good penetration among business and farm customers of different sizes. As noted previously, we placed greater weight on the bank's home mortgage lending as home mortgage loans represented the majority of the bank's reportable lending activity. Additionally, we considered the level of families living below the poverty level in our analysis of lending to low- and moderate-income borrowers. In addition, we attributed more weight to the bank's performance from 2012 to 2014 than its performance in 2010 and 2011.

Home Mortgage Loans

The overall borrower distribution of home mortgage loans is excellent.

Refer to tables 8, 9 and 10 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's home mortgage loan originations and purchases.

Pittsburgh MSA AA

Overall, the distribution of borrowers reflects, given the product lines offered by the institution, excellent penetration among retail customers of different income levels and good among business and farm customers of different sizes. In evaluating the borrower distribution of home loans in the Pittsburgh AA, we noted that 12.2 percent of the families in the AA are below the poverty level compared to 20.4 percent of families defined as low-income. The median gross rent amounts are between \$542 and \$578 per month and is less than the potential mortgage payment for an owner occupied unit valued at the median housing value of \$123,872. In addition, we also considered the average age of the housing stock in the AA, which was 64 years for low-income census tracts and 63 years for moderate-income census tracts. It should be noted that older housing often has higher maintenance costs compared to new housing stock and frequently requires significant repairs to bring the dwellings up to code requirements. Also, these older houses are often less energy efficient, resulting in higher utility costs, which can increase homeownership costs. These additional factors and costs negatively affect the ability of low- and moderate-income individuals to qualify for mortgage loans.

Home Purchase Loans

2012-2014

The overall borrower distribution of home purchase loans is excellent. The percentage of loans to low-income borrowers is below the percentage of low-income families. The percentage of loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low-income and moderate-income borrowers exceeds its overall market share of home purchase loans.

2010-2011

The bank's performance in 2010 and 2011 is not inconsistent with performance noted in 2012 through 2014.

Home Improvement Loans

2012-2014

The overall borrower distribution of home improvement loans is excellent. The percentage of loans to low-income borrowers is near to the percentage of low-income families. The percentage of loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low-income and moderate-income borrowers exceeds its overall market share of home improvement loans.

2010-2011

The bank's performance in 2010 and 2011 was not inconsistent with performance noted in 2012 through 2014.

Home Refinance Loans

2012-2014

The overall borrower distribution of home refinance loans is excellent. The percentage of loans to low-income borrowers is below the percentage of low-income families. The percentage of loans to moderate-income borrowers exceeds percentage of moderate-income families in the AA. The bank's market share of loans to low-income and moderate-income borrowers exceeds their overall market share of home refinance loans.

2010-2011

The bank's performance in 2010 and 2011 is not inconsistent with performance noted from 2012 through 2014.

PA Non-MSA AA

Overall, the distribution of borrowers reflects, given the product lines offered by the institution, excellent penetration among retail customers of different income levels and good among business and farm customers of different sizes. In evaluating the borrower distribution of home loans in the PA Non-MSA AA, we considered the impact of families below poverty in our analysis, recognizing that people living below poverty have a difficult time qualifying for traditional mortgages. The poverty rate for this AA averages 14.0 percent, with a range among counties between 11.9 and 17.7 percent, compared to 17.9 percent of families defined as low-income. Further, we considered that the average age of the housing stock in this AA average 66 years for low-income census tracts and 65 years for moderate-income census tracts. Older housing often costs more to maintain. These homes frequently require significant repairs to bring them up to code requirements and they are often are less energy efficient, resulting in higher heating and cooling costs. All of these factors add to the overall cost of homeownership, which negatively affects the ability of low- and moderate-income individuals to qualify for mortgage loans. The median gross rent amounts are between \$352 and \$488 per month and is less than the potential mortgage payment for an owner occupied unit valued at the median housing value of \$100,784.

Home Purchase Loans

2012-2014

The overall borrower distribution of home purchase loans is excellent. The percentage of loans to low-income borrowers is below the percentage of low-income families. The percentage of loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low-income and moderate-income borrowers exceeds their overall market share of home purchase loans.

2010-2011

The bank's performance in 2010 and 2011 is not inconsistent with performance noted from 2012 through 2014.

Home Improvement Loans

2012-2014

The overall borrower distribution of home improvement loans is excellent. The percentage of loans to low-income borrowers is near to the percentage of low-income families. The percentage of loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low-income and moderate-income borrowers exceeds its overall market share of home improvement loans.

2010-2011

The bank's performance in 2010 and 2011 is not inconsistent with performance noted from 2012 through 2014.

Home Refinance Loans

2012-2014

The overall borrower distribution of home refinance loans is excellent. The percentage of loans to low-income borrowers is below the percentage of low-income families. The percentage of loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low-income and moderate-income borrowers exceeds its overall market share of home refinance loans.

2010-2011

The bank's performance in 2010 and 2011 is not inconsistent with performance noted from 2012 through 2014.

Small Loans to Businesses

The overall distribution of small loans to small businesses (businesses with less than \$1 million in gross annual revenue) is good.

Refer to table 11 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's origination and purchase of small loans to businesses.

Pittsburgh MSA AA

2012-2014

The distribution of loans to small businesses from 2012 through 2014 is good. The percentage of loans to small businesses is below the percentage of small businesses in the AA. However, the bank's market share of loans to small businesses exceeds its overall market share of loans to small businesses. Additionally, a majority of loans in amounts less than \$100 thousand are made to small businesses.

2010-2011

The bank's performance in 2010 and 2011 is stronger than performance noted from 2012 through 2014. The percentage of loans to small businesses was near to the percentage of small businesses in the AA.

PA Non-MSA AA

The overall distribution of small loans to businesses is good.

2012-2014

The distribution of loans to small businesses from 2012 through 2014 is good. The percentage of loans to small businesses is below the percentage of small businesses. The bank's market share of loans to small businesses exceeds its overall market share of loans to small businesses. Additionally, a majority of loans in amounts less than \$100 thousand are made to small businesses.

2010-2011

The bank's performance in 2011 is stronger than the overall performance from 2012 through 2014. The percentage of loans to small businesses is near to the percentage of small businesses in the AA.

Small Loans to Farms

The overall distribution of loans to small farms (farms with less than \$1 million in gross annual revenue) is good.

Refer to table 12 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's origination and purchase of small loans to farms.

Pittsburgh MSA AA

The overall distribution of loans to small farms is good.

2012-2014

The distribution of loans to small farms from 2012 through 2014 is good. The percentage of loans to small farms is below the percentage of farms in the AA. The bank's market share of loans to small farms exceeds its overall market share of small loans to farms. A majority of loans in amounts less than \$100 thousand are to small farms.

2010-2011

The bank did not originate or purchase a sufficient number of small loans to farms in 2010 and 2011 to provide a meaningful analysis. FNB originated nine small farm loans during 2010-2011.

PA Non-MSA AA

The overall distribution of loans to small farms is good.

2012-2014

The distribution of loans to small farms from 2012 through 2014 is good. The percentage of loans to small farms is below the percentage of farms in the AA. The bank's market share of loans to small farms exceeds its overall market share of small loans to farms. A substantial majority of loans in amounts less than \$100 thousand are to small farms.

2010-2011

The bank's performance in 2010 and 2011 is stronger than the overall performance from 2012 through 2014. The percentage of loans to small farms is near to the percentage of farms in the AA.

Community Development Lending

FNB made a relatively high level of community development loans in Pennsylvania during the evaluation period. This had a positive impact on the bank's overall Lending Test rating.

Refer to table 1 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the level of CD lending. This table includes all CD loans, including multifamily loans that also qualify as CD loans. In addition, table 5 includes geographic lending data on all multi-family loans, including those that also qualify as CD loans. Table 5 does not separately list CD loans, however.

Pittsburgh MSA AA

FNB made a relatively high level of community development loans in the Pittsburgh AA. FNB originated 14 loans totaling \$40.2 million during the evaluation period. Loans provided funding for several economic development projects in low-income census tracts in Allegheny County. They also made loans to organizations that provide community services, such as job training and support for low- and moderate-income youth and their parents. One organization that received funding provides assistance to small businesses, particularly underserved and disadvantaged entrepreneurs, in the City of Pittsburgh and Allegheny County.

Two loans went to organizations to improve infrastructure in a low- and moderate-income neighborhood in the AA and to help retain over 200 jobs in the area. Another loan was used to develop vacant properties located in low- and moderate-income neighborhoods into commercial real estate that will attract and retain jobs for this portion of the AA.

Total community development lending in Pittsburgh includes three loans funded through affiliate FNBBCC's investment in the FNBCP Small Business Investment Company (SBIC).

PA Non-MSA AA

FNB made an adequate level of community development loans in the AA. FNB originated three loans totaling \$5.5 million during the evaluation period. One loan provided funding to renovate 134 units of affordable housing for low- and moderate-income families in Venango County. Additionally, affiliate FNBCC’s investment in the FNBCP SBIC generated two loans to businesses in the AA.

Product Innovation and Flexibility

FNB uses flexible lending practices in order to serve assessment area credit needs. FNB’s flexible lending products include the Family Home Ownership Program (FHOP) and Family Home Improvement/Rehabilitation Program (FHIRP). Both are available to eligible borrowers with low- to moderate-incomes. FHOP and FHIRP are limited to single family residences for the purpose of home purchase, home improvement, or home refinancing. The flexible underwriting guidelines include reduced down payment requirements; “zero point” fixed interest rates, flexible loan to value limits, and reduced closing costs. FNB originated 427 FHOP loans for \$27.1 million and 44 FHIRP loans for \$2.8 million in the evaluation period. Additionally, FNB does not have a minimum loan amount for residential mortgage loans.

Conclusions for Areas Receiving Limited-Scope Reviews

Based on limited-scope reviews, the bank’s performance under the Lending Test in the Erie and State College AAs is not consistent with the bank’s performance in the full-scope areas in Pennsylvania. Performance in the Altoona and Williamsport MSA AAs is weaker than in the full-scope areas with regard to the geographic distribution of loans. Performance in the Harrisburg MSA AA is weaker than in the full-scope areas with regard to the borrower distribution of loans. Performance in the Johnstown and Scranton MSA AAs was weaker than performance in the full-scope AAs in both the geographic and borrower distribution of loans. Performance in the Reading and York MSA AAs was weaker than performance in the full-scope AAs because the bank originated too few loans of any one loan type to conduct a meaningful analysis. The volume of retail lending indicates poor responsiveness to community credit needs.

With regard to community development lending, the bank originated two community development loans totaling \$27.6 million in the Reading MSA AA, only one of nine limited-scope AAs. The bank’s affiliate, FNBCC, investment in the FNBCP SBIC resulted in one loan origination of \$1.7 million in the Scranton MSA AA. We considered the impact of community development lending, including the effect of competition and availability of opportunities in markets where the bank has a limited presence, in arriving at conclusions for each AA and in the state of Pennsylvania overall.

The negative impact of performance in limited-scope areas on the Lending Test rating in Pennsylvania was offset by the overall high level of community development lending in Pennsylvania.

INVESTMENT TEST

Conclusions for Areas Receiving Full-Scope Reviews

The bank’s performance under the Investment Test in Pennsylvania is rated Low Satisfactory. Based on full-scope reviews, the bank’s performance in the Pittsburgh MSA AA and the PA Non-MSA AA is adequate.

The overall state rating also considers that portions of investments in five mortgage backed securities totaling \$4.4 million and assigned to the broader regional area that includes the state of Pennsylvania directly benefited the bank’s AAs in Pennsylvania.

Refer to table 14 in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the bank’s level of qualified investments.

Pittsburgh MSA AA

The institution has an adequate level of qualified community development investments and grants, although rarely in a leadership position, particularly those that are not routinely provided by private investors. The institution

exhibits adequate responsiveness to credit and community economic development needs. During the evaluation period, FNB made 151 investments in the Pittsburgh MSA AA totaling \$10.6 million. Investments included:

- \$3.8 million in projects that provide affordable housing for low- and moderate-income individuals;
- \$896 thousand in 142 grants and donations to organizations that supported affordable housing initiatives, economic development and community services targeted towards LMI individuals and geographies over the evaluation period;
- \$865 thousand in activities that promote economic development through FNB's affiliate, FNBCB, investment in the FNBCP SBIC;
- \$4.2 million in government sponsored mortgage-backed securities (MBS) where the underlying mortgages were originated to LMI borrowers within the AA;

We also considered the continuing impact of two prior period investments totaling \$9.2 million. One investment of \$7.3 million was in a New Market Tax Credit (NMTC) project that funded construction of two warehouses in a depressed manufacturing area suffering from chronic unemployment. The second investment was in a low-income housing tax credit (LIHTC) project totaling \$1.8 million that provides affordable housing for low- and moderate-income seniors.

PA Non-MSA AA

The institution has an adequate level of qualified community development investments and grants, although rarely in a leadership position, particularly those that are not routinely provided by private investors. The institution exhibits adequate responsiveness to credit and community economic development needs. During the evaluation period, FNB made 28 investments in the PA Non-MSA AA totaling \$5.9 million. Investments included:

- \$5.6 million in a one LIHTC project for low- and moderate-income families and a second affordable housing development for low-income seniors;
- \$74 thousand in 24 grants and donations to organizations that supported affordable housing initiatives, economic development and community services targeted towards LMI individuals and geographies over the evaluation period.
- \$195 thousand in activities that promote economic development through FNB's affiliate, FNBCB, investment in the FNBCP SBIC.

We also considered the ongoing impact in the AA of five prior period investments totaling \$2.4 million. All five investments continue to support affordable housing for low- and moderate-income families and seniors.

Conclusions for Area Receiving Limited-Scope Reviews

Based on limited-scope reviews, the bank's performance under the Investment Test in the Altoona, Erie, Harrisburg, Johnstown, Scranton, and State College limited-scope areas is not inconsistent with the bank's overall performance in the full-scope areas. Performance in the Reading, Williamsport, and York areas is weaker than performance in the full-scope areas. FNB made no contributions or direct investments in the Reading and York AAs, and only one contribution of \$2.5 thousand in the Williamsport AA during the evaluation period.

Performance in the limited-scope areas had a neutral impact on the bank's overall rating under the Investment Test in Pennsylvania.

SERVICE TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Service Test in Pennsylvania is rated High Satisfactory. Based on full-scope reviews, the bank's performance in the Pittsburgh MSA and PA Non-MSA AAs is good. Delivery systems are accessible to essentially all portions of FNB's AAs. To the extent changes have been made, the institution's opening and closing of branches has not adversely affected the accessibility of its delivery systems, particularly in low- and moderate- income geographies and/or to low- and moderate-income individuals. Services (including, where appropriate, business hours) do not vary in a way that inconveniences portions of the assessment area(s), particularly low- and moderate-income geographies and/or individuals. The bank provides an adequate level of community development services.

Conclusions regarding the bank's performance under Service Test consider activity occurring during the entire evaluation period beginning January 11, 2011 through December 31, 2014. Refer to table 15 for that period in the state of Pennsylvania section of appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings, and the level and extent of community development services.

Retail Banking Services

Pittsburgh MSA AA

Delivery systems are accessible to essentially all portions of the institution's AAs. The distribution of branches in low- and moderate-income geographies is near to the percentage of the population in those geographies.

To the extent changes have been made, the institution's opening and closing of branches generally has not adversely affected the accessibility of its delivery systems, particularly in low- and moderate-income geographies and/or to low- and moderate-income individuals. During the evaluation period, FNB opened four branches and closed seven branches, of which four were located in moderate-income geographies. Closures were largely the result of consolidations with other offices located within a reasonable distance, but beyond geographic parameters that define a branch "consolidation" for licensing purposes. As mentioned above, the bank maintains a reasonable distribution of branches across their assessment area.

Services do not vary in a way that inconveniences portions of the assessment area, particularly low- and moderate-income geographies or individuals. Hours of operation vary across locales, but all branch offices operate during core business hours. FNB offers traditional banking products and services at all branch locations. Programs such as the FHOP and FHIRP loans, as discussed under the Product Innovation and Flexibility section of the state of Pennsylvania narrative, are specifically targeted to low- and moderate-income borrowers.

Alternative delivery systems include the bank's extensive network of automated teller machines (ATMs), a website that includes bill and loan pay functionality, transfer ability, and account activity summaries, and an automated 24-hour telephone banking line. These systems are available to all customers. Absent any information regarding how they benefit low- or moderate-income customers specifically, no weight was given to consideration of the alternative delivery systems.

PA Non-MSA AA

Delivery systems are readily accessible to all portions of the institution's assessment area(s). While the bank has no branches in low-income geographies, the distribution of bank branches in moderate-income geographies exceeds the distribution of population in low- and moderate-income geographies combined.

To the extent changes have been made, the institution's opening and closing of branches has not adversely affected the accessibility of its delivery systems, particularly in low- and moderate-income geographies and/or to low- and moderate-income individuals. FNB opened one branch and closed 13 branches during the evaluation period, none of which were located in low- or moderate-income geographies.

Services do not vary in a way that inconveniences portions of the assessment area, particularly low- and moderate-income geographies or individuals. Hours of operation vary across locales, but all branch offices operate during core business hours. FNB offers traditional banking products and services at all branch locations. Programs such as the FHOP and FHIRP loans, as discussed under the Product Innovation and Flexibility section of the state of Pennsylvania narrative, are specifically targeted to low- and moderate-income borrowers.

Alternative delivery systems include the bank's extensive network of automated teller machines (ATM); a website that includes bill and loan pay functionality, transfer ability, and account activity summaries; and an automated 24-hour telephone banking line. These systems are available to all customers. Absent any information regarding how they benefit low- or moderate-income customers specifically, no weight was given to the alternative delivery systems.

Community Development Services

FNB provides an adequate level of CD services that were responsive to community needs.

Pittsburgh MSA AA

In the Pittsburgh MSA AA, 33 FNB employees from various lines of business provided technical assistance to 36 different community development organizations throughout the evaluation period. These organizations provide a varied array of community services and access to affordable housing for low- and moderate-income individuals, as well as support economic development through programs that assist low- and moderate-income and unemployed persons obtain jobs.

PA Non-MSA AA

In the PA Non-MSA AA, 10 FNB employees provided technical assistance to 11 different community development organizations throughout the evaluation period. Organizations served include those that support economic development as defined under CRA, and supportive services targeted to low- and moderate-income individuals and families.

Conclusions for Areas Receiving Limited-Scope Reviews

FNB's performance under the service test in the limited scope areas is weaker than the bank's overall High Satisfactory performance under the service test in Pennsylvania. The bank provided no or limited levels of community development services in the limited-scope areas. This had a negative impact on the bank's overall Service Test rating in Pennsylvania.

State of Ohio

CRA Rating for Ohio¹:	Satisfactory
The Lending Test is rated:	Low Satisfactory
The Investment Test is rated:	Low Satisfactory
The Service Test is rated:	Low Satisfactory

The major factors that support this rating include:

- The bank exhibits an adequate record of serving the credit needs of the most economically disadvantaged area(s) in the AA, low-income individuals, and/or very small businesses.
- The distribution of loans to individuals of different income levels and businesses of different sizes is adequate.
- FNB made an adequate level of qualified community development investments in its AAs.
- FNB provided an adequate level of community development services that were responsive to community needs.
- The bank's service delivery systems are reasonably accessible to AA geographies and AA individuals of different income levels.

Description of Institution's Operations in Ohio

FNB's operations in the state of Ohio rating area are comprised of two full MSA and portions of one MSAs: the entire Cleveland OH MSA17460 (Cleveland MSA AA) comprised of Cuyahoga, Geauga, Lake, Lorain and Medina counties; the entire counties of Portage and Summit in the Akron OH MSA 10420 (Akron MSA AA); and Belmont County in the Wheeling WV-OH MSA 48540 (Wheeling MSA AA). As of December 31, 2014, FNB has 21 full-service locations in the state of Ohio rating area. FNB acquired 18 branches within these three MSAs and added one new branch in a middle-income geography during the evaluation period. Of total branch acquisitions, 17 occurred in 2013 and 2014.

Deposits in the state of Ohio rating area total \$7.0 million and represent 6.2 percent of total bank deposits. The FDIC summary market share report as of June 30, 2014 reported that of deposits in the Ohio rating area, FNB had a 1.0 percent deposit market share ranking it 14th among 53 institutions taking deposits in the Ohio rating area. The top three depository institutions in Ohio are KeyBank, PNC Bank and FirstMerit Bank.

Refer to the market profile for the state of Ohio in appendix C for detailed demographics and other performance context information for assessment areas that received a full-scope review.

Scope of Evaluation in Ohio

The Cleveland MSA AA received a full-scope evaluation. The Akron and Wheeling MSA AAs received limited-scope reviews. The ratings for the state of Ohio are primarily based on the results of the full-scope review of the Cleveland MSA AA. Stronger or weaker performance in limited-scope areas may impact individual test ratings or the overall state rating. Refer to the table in appendix A for more information.

In performing our analysis, we placed greater weight on the bank's home mortgage lending as home mortgage loans represented the majority of the bank's CRA reportable lending activity. Within home mortgage lending, we placed greater weight on home refinance loans with the least weight given to home improvement loans. FNB originated only 1 small farm loan and too few (17) multifamily loans during the evaluation period to conduct a meaningful analysis of performance. Additionally, FNB also originated too few home purchase and home improvement loans during 2010-2011 to conduct a meaningful analysis. FNB's had a much smaller presence in the market during that time. The lack of lending during this period did not impact the bank's overall Lending Test rating.

¹ For institutions with branches in two or more states in a multistate metropolitan area, this statewide evaluation does not reflect performance in the parts of this state contained within the multistate metropolitan area. Refer to the multistate metropolitan area rating and discussion for the rating and evaluation of the institution's performance in that area.

We reviewed one community contact obtained in 2014. The contact represented a nonprofit intermediary that provides programs and services to implement neighborhood recovery strategies and invests in community revitalization to attract residents and small businesses to the area. The contact received a Community Development Financial Institutions (CDFI) Fund award of \$1.3 million, but had to raise matching funds. The contact noted it was difficult to obtain matching funds and were working to find matching funds for the new award cycle in 2015. The contact further stated current investors provided lines of credit that are too short-term to be desirable. The contact expressed longer terms of at least five years would be ideal and additional debt capital is needed.

LENDING TEST

Conclusions for Areas Receiving Full-Scope Reviews

The bank's performance under the Lending Test in Ohio is rated Low Satisfactory. Based on a full-scope review, FNB's performance in the Cleveland MSA AA is adequate.

Lending Activity

FNB's lending levels reflect excellent responsiveness to the AA credit needs relative to their deposit market share. However, the bank exhibits an adequate record of serving the credit needs of the most economically disadvantaged areas in the AA, low-income individuals, and/or very small businesses when considering bank lending distributions across geographies, and among borrowers, of different income levels.

Conclusions regarding lending activity are based on the total volume of lending throughout the evaluation period compared to deposit market share as of June 30, 2014. Comparisons were made to peer mortgage and peer small business and small farm data for loans reported during calendar year 2013.

Cleveland MSA AA

FNB's equivalent market rank in home mortgage and small business lending, relative to the number of reporting lenders in the AA, exceeds the bank's market rank in deposits. As of June 30, 2014, FNB held a 1.0 percent deposit market share and was ranked in the 38th percentile, or fourteenth among 37 depository institutions in the Cleveland MSA AA. FNB held a 1.6 percent market share of all home mortgage loans and ranked in the fourth percentile of lenders, or eighteenth among 427 reporting lenders.

FNB held a 0.8 percent market share of home purchase loans and ranked in the ninth percentile, or 29th among 306 reporting lenders. The bank held a 0.3 percent market share of home improvement loans and ranked in the 27th percentile, or 28th among 101 reporting lenders. FNB held a 2.3 percent market share of home refinance loans and ranked in the fourth percentile, or 14th among 346 reporting lenders. FNB held a 0.2 percent market share of small loans to businesses and ranked in the 32nd percentile, or 29th among 89 reporting lenders.

Refer to table 1 Lending Volume in the state of Ohio section of appendix D for the facts and data used to evaluate the bank's lending activity.

Distribution of Loans by Income Level of the Geography

The geographic distribution of loans reflects poor penetration throughout the Cleveland MSA AA, particularly to low or moderate-income geographies. The geographic distribution of home mortgage loans is very poor. The geographic distribution of small loans to businesses is good. We identified no unexplained, conspicuous gaps in lending across the AA.

Home Mortgage Loans

Refer to tables 2, 3, 4, and 5 in the state of Ohio AA section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's home mortgage loan originations/purchases.

Home Purchase Loans

2012-2014

The geographic distribution of home purchase loans reflects very poor penetration throughout the Cleveland MSA AA, particularly to low-income and moderate-income geographies. The percentage of home purchase loans in low-income and moderate-income geographies is significantly below the percentage of owner occupied units in those geographies. FNB's market share of home purchase loans in low- and moderate-income geographies is significantly below its overall market share of home purchase loans in the AA.

2010-2011

FNB originated an immaterial number of home purchase loans in the AA during 2010 and 2011. An analysis of the geographic distribution of home purchase loans in the period is below analytical thresholds and not meaningful.

Home Improvement Loans

2012-2014

The geographic distribution of home improvement loans reflects very poor penetration throughout the Cleveland MSA AA. FNB originated no home improvement loans in low-income geographies. The percentage of home improvement loans in moderate-income geographies is significantly lower than percentage of owner occupied units in moderate-income geographies. FNB's market share of home improvement loans in low- and moderate-income geographies is significantly below its overall market share of home improvement loans in the AA.

Home Refinance Loans

2012-2014

The geographic distribution of home refinance loans reflects very poor penetration throughout the Cleveland MSA AA. The percentage of home refinance loans in low-income and moderate-income geographies is significantly below the percentage of owner-occupied units in those geographies. FNB's market share of home refinance loans in low- and moderate-income geographies is significantly below its overall percentage of market share of home refinance loans in the AA.

Small Loans to Businesses

Overall, the geographic distribution of small loans to businesses reflects good penetration throughout the Cleveland MSA AA.

Refer to table 6 in the state of Ohio section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to businesses.

2012-2014

The geographic distribution of small loans to businesses in the Cleveland MSA AA is good. The percentage of small loans to businesses in low-income geographies is below the percentage of businesses located in low-income geographies. The percentage of small loans to businesses in moderate-income geographies exceeds the percentages of businesses located in moderate-income geographies. FNB's market share of small loans to businesses in low-income geographies is significantly below its overall market share of small business loans. FNB's market share of small loans to businesses in moderate-income geographies exceeds its overall market share of small business loans.

2010-2011

FNB performance during 2010-2011 is weaker than performance noted in 2012-2014. FNB made no small loans to businesses in low- or moderate-income geographies during 2010-2011.

Lending Gap Analysis

We evaluated the lending distribution in the Cleveland MSA AA to determine if any unexplained, conspicuous gaps existed. We used HMDA and CRA data reports to compare the geographies where loans were made to the geographies in the AA. We considered loan distributions, branch locations, competition, market conditions, and demographic information. No unexplained, conspicuous gaps were identified. This had a neutral impact on our conclusion regarding FNB's geographic distribution of loans.

Distribution of Loans by Income Level of the Borrower

The overall distribution of loans by income level of the borrower in Cleveland MSA AA reflects adequate penetration among retail customers of different income levels and business customers of different sizes. The distribution of home mortgage loans by borrower income level is adequate. The distribution of loans to small businesses (businesses with less than \$1 million in gross annual revenue) is adequate. A majority of small loans to businesses were for amounts less than \$100 thousand.

In evaluating the borrower distribution of home mortgage loans, we considered the number of families that live below the poverty level and the barrier this may impose to home ownership. Based on ACS census data from 2009-2013, 15.4 percent of families in the Cleveland MSA AA live below poverty, compared to 21.7 percent of families defined as low-income. These factors may have impacted the bank's ability to originate home mortgage loans in the AA during the evaluation period.

Home Mortgage Loans

The overall distribution of home mortgage loans by income level of the borrower reflects adequate penetration throughout the AA.

Refer to tables 8, 9, and 10 in the state of Ohio section in appendix C for the facts and data used to evaluate the borrower distribution of FNB's home mortgage loan originations and purchases.

Home Purchase Loans2012-2014

The distribution of home purchase loans by income level of the borrower in the Cleveland MSA AA is adequate. FNB's percentage of home purchase loans to low-income borrowers is below the percentage of low-income families in the AA. FNB's percentage of home purchase loans to moderate-income borrowers is near to the percentage of moderate-income families in the AA. FNB's market share of loans to low- and moderate-income borrowers is below its overall market share of home purchase loans.

Home Improvement Loans2012-2014

The distribution of home improvement loans by income level of the borrower in the Cleveland MSA AA is poor. FNB's percentage of home improvement loans to low-income borrowers is below the percentage of low-income families in the AA. FNB's percentage of home improvement loans to moderate-income borrowers is significantly below the percentage of moderate-income families in the AA. FNB's market share of loans to low-income borrowers exceeds its overall market share of home improvement loans. FNB's market share of loans to moderate-income borrowers is below its overall market share of home improvement loans.

Home Refinance Loans2012-2014

The distribution of home refinance loans by income level of the borrower in the Cleveland MSA AA is adequate. FNB's percentage of home refinance loans to low-income borrowers is below the percentage of low-income borrowers in the AA. FNB's percentage of home refinance loans to moderate-income borrowers is below the percentage of moderate-income families in the AA. FNB's market share of loans to low-income borrowers is

below its overall market share of home refinance loans. The bank's market share of loans to moderate-income borrowers is below the bank's overall market share of home refinance loans.

2010-2011

FNB's performance during 2010-2011 is stronger than performance noted in 2012-2014. The percentage of loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA.

Small Loans to Businesses

Refer to table 11 in the state of Ohio section in in appendix C for the facts and data used to evaluate the borrower distribution of the bank's origination/purchase of small loans to businesses.

2012-2014

The distribution of loans to small businesses in the Cleveland MSA AA is adequate. FNB's percentage of loans to small businesses is below the percentage of small businesses in the AA. The majority of the FNB's loans to businesses were for amounts less than \$100 thousand. FNB's market share of loans to small businesses exceeds its overall market share of loans to businesses.

2010-2011

The bank's performance in 2010-2011 is stronger than performance noted in 2012-2014. FNB percentage of loans to small businesses was near to the percentage of small businesses in the AA.

Community Development Lending

FNB made an adequate level of community development loans in the Cleveland MSA AA. FNB originated one loan totaling \$12.0 million. The loan was to a multifamily residential property project that ensures a job creation component for residents in the area between the developer and the City of Cleveland. In addition, FNB received consideration for a \$750 thousand loan that supported economic development as of a result of FNB's affiliate, FNBC, investment in the FNBCP SBIC. The level of community development lending had a neutral impact on the overall Lending Test rating.

Refer to table 1 Lending Volume in appendix C for the facts and data used to evaluate the bank's level of community development lending. This table includes all CD loans, including multifamily loans that also qualify as CD loans. In addition, table 5 includes geographic lending data on all multi-family loans, including those that also qualify as CD loans. Table 5 does not separately list CD loans, however.

Product Innovation and Flexibility

FNB offers flexible lending products for eligible borrowers. Refer to the Product Innovation and Flexibility section of the State of Pennsylvania AA narrative for details.

Conclusions for Areas Receiving Limited-Scope Reviews

FNB's performance under the Lending Test in the Akron MSA AA is weaker than performance noted in the full scope area. The weaker performance is primarily a result of the bank's limited presence through most of the evaluation period limiting overall lending activity within the AA, as well as weaker performance related to the distribution of loans among borrowers of different income levels and businesses of different size. FNB's performance in the Wheeling MSA AA is stronger than performance in the full-scope area with regard to the geographic distribution of loans.

Refer to the tables 1 through 13 in the state of Ohio section of Appendix D for the facts and data that support these conclusions.

INVESTMENT TEST

The bank's performance under the Investment Test in Ohio is rated Low Satisfactory. Based on a full-scope review, the bank's performance in the Cleveland MSA AA is adequate.

The overall state rating also considers that portions of investments in five mortgage backed securities totaling \$4.4 million and assigned to the broader regional area that includes the state of Ohio directly benefited the bank's AAs in Ohio.

Refer to table 14 in the state of Ohio section of appendix D for the facts and data used to evaluate FNB's level of qualified investments.

Conclusions for Areas Receiving Full-Scope Reviews

FNB made three qualifying donations totaling \$15.9 thousand. Donations supported a youth workforce development organization in the Cleveland MSA AA which provides workforce preparation, job placement, and youth development programs for at-risk youth that live with families at or below poverty. FNB also donated to an organization that offers educational programming for 4th through 12th grade youth. Programs include academic, social and personal development skills, literacy support as well as parental workshops focusing on parental motivation, life skills development, workforce preparedness, personal development and financial empowerment. Participants are from low- and moderate-income families.

Conclusions for Area Receiving Limited-Scope Reviews

Based on limited-scope reviews, the bank's performance under the Investment Test in the Akron MSA AA and Wheeling MSA AA is weaker than the bank's overall performance under the Investment Test in the full-scope area. FNB made no qualified community development investments or donations in Wheeling and only two donations totaling \$658 in Akron. Due to the bank's shorter term presence in these markets during the evaluation period, this had a neutral impact on the overall Investment Test rating in Ohio.

SERVICE TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Service Test in Cleveland MSA AA is rated Low Satisfactory. Based on a full-scope review, the bank's performance in the Cleveland MSA AA is adequate.

Refer to table 15 for the period January 11, 2011 through December 31, 2014 in the state of Ohio section of appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings, and the level and extent of community development services.

Retail Banking Services

Delivery systems are reasonably accessible to essentially all of portions of the Cleveland MSA AA. FNB has 17 branches in the Cleveland MSA AA. No branches are located in low- income geographies. Two branches are located in moderate-income geographies. The branch distribution in low-moderate-income geographies is less than the percent of the population in low-moderate-income geographies. FNB expanded its branch network in the Cleveland MSA AA through the acquisition of Parkview Bank in 2013. In addition, FNB opened one additional branch in the evaluation period. FNB had three branches in the Cleveland MSA AA prior to opening the new branch and the acquisition activity.

To the extent changes have been made, the institution's opening, closing, and acquisition of branches has generally not adversely affected the accessibility of its delivery systems, particularly in low- and moderate- income geographies and/or to low- and moderate-income individuals in the Cleveland AA.

Services, including where appropriate, business hours, do not vary in a way that inconveniences portions of the Cleveland MSA AA, particularly low- and moderate- income geographies and/or individuals. All branches in the Cleveland MSA AA have traditional banking business hours and offer Saturday service. Each branch location also offers 24-hour ATM access with deposit taking abilities. Services do not vary in a way that inconveniences

portions of the assessment area, particularly low- and moderate-income geographies or individuals. Hours of operation vary across locales, but all branch offices operate during core business hours. FNB offers traditional banking products and services at all branch locations. Programs such as the FHOP and FHIRP loans, as discussed under the Product Innovation and Flexibility section of the state of Pennsylvania narrative, are specifically targeted to low- and moderate-income borrowers. Alternative delivery systems include the bank's extensive network of automated teller machines; a robust website that includes bill and loan pay functionality, transfer ability, and account activity summaries; and an automated 24-hour telephone banking line. These systems are available to all customers. Absent any information regarding how they benefit low- or moderate-income customers specifically, no weight was given to the alternative delivery systems.

Community Development Services

FNB provided a limited level of community development services within the Cleveland MSA AA. During the evaluation period, Bank staff served on boards and committees for four community development organizations and schools serving primarily low-and moderate-income individuals in the Cleveland MSA AA.

Conclusions for Areas Receiving Limited-Scope Reviews

Based on limited-scope reviews, FNB's performance under the Service Test in the Akron MSA AA and the Wheeling MSA AA was weaker than its overall performance in the full-scope AA. FNB provided no qualified community development services in the limited-scope AA's during the evaluation period. Because of the bank's limited presence in these AAs during the evaluation period, this had a neutral impact on the bank's overall performance under the Service Test.

State of Maryland

CRA Rating for Maryland²:	Satisfactory
The Lending Test is rated:	Low Satisfactory
The Investment Test is rated:	Low Satisfactory
The Service Test is rated:	Low Satisfactory

The major factors that support this rating include:

- Lending levels reflect adequate responsiveness to assessment area credit needs.
- The geographic distribution of loans reflects poor penetration throughout the bank's AA.
- The distribution of borrowers reflects, given the product lines offered by the institution, good penetration among retail customers of different income levels and good penetration among business and farm customers of different sizes.
- FNB has an adequate level of qualified community development investments and grants.
- Delivery systems are reasonably accessible to essentially all portions of the institution's assessment area.
- To the extent changes have been made, the institution's opening and closing of branches has generally not adversely affected the accessibility of its delivery systems, particularly in low- and moderate-income geographies and/or to low- and moderate-income individuals.
- The institution provides an adequate level of community development services given the bank's tenure in the AA.

Description of Institution's Operations in Maryland

FNB was evaluated on one assessment area in the state of Maryland. The assessment area is comprised of the counties of Anne Arundel, Baltimore, Harford, Howard, and Queen Anne's, along with the City of Baltimore, in the Baltimore-Columbia-Towson MSA 12580 (Baltimore MSA AA). The Baltimore MSA AA was established in April 2013 with the acquisition of Bank of Annapolis. FNB acquired Baltimore County Savings Bank in February 2014 and operates 26 branch offices in the AA.

FNB entered the Silver Spring-Frederick-Rockville MSA 43524 when it acquired OBA Bank in September 2014. However, the September 2014 acquisition was not considered in this evaluation because it occurred so late in the CRA evaluation cycle.

FNB's primary business focus in the AA is residential mortgage loans and loans to businesses. The bank provides a full range of loan and deposit products and services to its AA. During the evaluation period, 1.0 percent of originated loans and 8.0 percent of bank-wide deposits were from the AA. As of June 30, 2014, the date for which deposit data is available, FNB held deposits totaling \$890 million in the AA, which represented a 1.5 percent deposit market share and ranked FNB number 9 of 66 financial institutions with operations in the AA. FNB held a 0.7 percent deposit market share among 116 depository institutions doing business in the state of Maryland. The top three depository institutions in the state are Bank of America, Manufacturers and Traders Trust Company, and PNC Bank.

Refer to the market profile for the state of Maryland in appendix C for detailed demographics and other performance context information for the assessment area that received a full-scope review.

Scope of Evaluation in Maryland

The Baltimore MSA AA received a full-scope review. Performance ratings are based on results of this full-scope review. Please see the table in appendix A for more information.

² For institutions with branches in two or more states in a multistate metropolitan area, this statewide evaluation does not reflect performance in the parts of this state contained within the multistate metropolitan area. Refer to the multistate metropolitan area rating and discussion for the rating and evaluation of the institution's performance in that area.

In performing our analysis, we placed greater weight on the bank's home mortgage lending as home mortgage loans represented the majority of the bank's CRA reportable lending activity. Within home mortgage lending, we placed greater weight on home refinance loans with the least weight given to home improvement loans. FNB originated no small farm loans and too few (4) multifamily loans during the evaluation period to conduct a meaningful analysis of performance.

During our evaluation, we reviewed one community contact interview conducted in 2014. The contact was a small business and technology development center in Baltimore offering low- and moderate-income entrepreneurs education, information, and tools necessary to build successful businesses. The contact noted decreased funding sources in recent years and an ongoing need for more funding to support the organization's programs.

LENDING TEST

Conclusions for Areas Receiving Full-Scope Reviews

The bank's performance under the Lending Test in Maryland is rated Low Satisfactory. Based on a full-scope review, the bank's performance in the Baltimore MSA AA is adequate.

Lending Activity

Lending levels reflect adequate responsiveness to credit needs in the Baltimore MSA AA. FNB exhibits an adequate record of serving the credit needs of the most economically disadvantaged areas in the Baltimore MSA AA, low-income individuals, and/or very small businesses.

As of June 30, 2014, FNB had a 1.5 percent deposit market share and was ranked in the 14th percentile, or ninth of 66 depository institutions doing business in the Baltimore MSA AA. During the evaluation period, FNB originated 335 home mortgage loans totaling \$82.2 million and 241 small loans to businesses totaling \$54.2 million. Comparisons to peer are not available for calendar year 2013, the year for which comparisons are made.

Refer to the Lending Volume section of table 1 in appendix D for the facts and data used to evaluate FNB's lending activity.

Distribution of Loans by Income Level of the Geography

The geographic distribution of loans reflects poor penetration throughout the Baltimore MSA AA, particularly to low- and moderate-income geographies in the Baltimore MSA AA. The geographic distribution of home mortgage loans is poor. The geographic distribution of small loans to businesses is adequate.

HMDA market share data by income level of the geography is not available in the Baltimore MSA AA for FNB. FNB made no home mortgage loans in low- or moderate-income geographies the AA during 2013, the year for which market share comparisons are made.

Home Mortgage Loans

Refer to tables 2, 3, 4, and 5 in the state of Maryland section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's home mortgage loan originations/purchases.

Home Purchase Loans

The geographic distribution of home purchase loans in the Baltimore MSA AA is very poor. FNB's percentage of home purchase loans in low- and moderate-income geographies is significantly below the percentage of owner-occupied units in those geographies.

Home Improvement Loans

The geographic distribution of home improvement loans in the Baltimore MSA AA is very poor. FNB made no home improvement loans in low-income geographies. FNB's percentage of home improvement loans in moderate-income geographies is significantly below the percentage of owner-occupied units in moderate-income geographies.

Home Refinance

The geographic distribution of home refinance loans in the Baltimore MSA AA is poor. FNB's percentage of home refinance loans in low-income geographies is well below the percentage of owner-occupied units in low-income geographies. FNB's percentage of home refinance loans in moderate-income geographies is below the percentage of owner-occupied units in the moderate-income geographies.

Small Loans to Businesses

The geographic distribution of small loans to businesses is adequate. The percentage of small loans to businesses in low-income geographies is below the percentage of businesses located in low-income geographies. The percentage of small loans to businesses in moderate-income geographies is below the percentage of businesses located in moderate-income geographies. The bank's market share of small loans to businesses in low- and moderate-income geographies is significantly below its overall market share of small loans to businesses in the AA.

Refer to table 6 in the state of Maryland section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to businesses.

Lending Gap Analysis

We evaluated the lending distribution in the Baltimore MSA AA to determine if any unexplained, conspicuous gaps existed. We used HMDA and CRA data reports to compare the geographies where loans were made to the geographies in the AA. We considered loan distributions, branch locations, competition, market conditions, and demographic information. No unexplained, conspicuous gaps were identified

Distribution of Loans by Income Level of the Borrower

The overall distribution of loans by income level of the borrower in the Baltimore MSA AA reflects good penetration among retail customers of different income levels and businesses of different sizes. The distribution of home mortgage loans by borrower income level is good. The distribution of loans to small businesses (businesses with less than \$1 million in gross annual revenue) is adequate. Less than a majority of small loans to businesses made in the AA were for amounts less than \$100 thousand.

Conclusions considered the number of individuals that live below the poverty level and the barrier this may impose on home ownership. In the Baltimore MSA AA, 21.9 percent of families in the AA are defined as low-income. In addition, 10.0 percent of families in the Baltimore MSA AA were living below the poverty level. These factors may have impacted FNB's ability to originate home mortgage loans in the AA during the evaluation period.

Home Mortgage Loans

Refer to tables 8, 9 and 10 in the state of Maryland section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's home mortgage loan originations and purchases.

Home Purchase Loans

The distribution of home purchase loans by income level of the borrower in the Baltimore MSA AA is adequate. FNB's percentage of home purchase loans to low-income borrowers is significantly below the percentage of low-income families in the AA. FNB's percentage of home purchase loans to moderate-income borrowers is near to the percentage of moderate-income families in the AA. The bank's market share of home purchase loans to low-income borrowers is below its overall market share of home purchase loans. FNB's market share of loans to moderate-income borrowers is near to its overall market share of home purchase loans in the AA.

Home Improvement Loans

The distribution of home improvement loans by income level of the borrower in the AA is adequate. FNB's percentage of home improvement loans to low-income borrowers is significantly below the percentage of low-income families in the AA. FNB's percentage of home improvement loans to moderate-income borrowers exceeds

the percentage of moderate-income families in the AA. FNB made no loans to low-income borrowers in 2013, the year for which market share comparisons are made. The bank's market share of home improvement loans to moderate-income borrowers exceeds its overall market share of home improvement loans.

Home Refinance Loans

The distribution of home refinance loans by income level of the borrower in the AA is good. FNB's percentage of home refinance loans to low-income borrowers is below the percentage of low-income borrowers in the AA. FNB's percentage of home refinance loans to moderate-income borrowers exceeds the percentage of moderate-income borrowers in the AA. The bank's market share of loans to low-income borrowers is near to its overall market share of home refinance loans. The bank's market share of loans to moderate-income borrowers exceeds its overall market share of home refinance loans.

Small Loans to Businesses

Refer to table 11 in appendix D for the facts and data used to evaluate the borrower distribution of the bank's origination/purchase of small loans to businesses.

The distribution of loans to small businesses in the AA is adequate. FNB's percentage of loans to small businesses is below the percentage of small businesses in the AA. Less than a majority of FNB's small loans to businesses were for amounts of \$100 thousand or less. The bank's market share of loans to small businesses is near to the bank's overall market share of loans to businesses.

Community Development Lending

Given the bank's short tenure and competitive position in the market, FNB made an adequate level of community development loans during the evaluation period. The bank received consideration for two community development loans totaling \$3.1 million originated through the FNBCP SBIC in the broader statewide area that includes the bank's assessment area. One loan was to a home medical supply provider with many of its customers enrolled in the Federal Medicare or State Medicaid programs. The other loan was to a transportation company that specializes in transporting time-sensitive full truckload freight on a local, regional, and national basis. The level of community development lending had a neutral impact on the overall Lending Test rating.

Refer to table 1 Lending Volume in the State of Maryland section of appendix D for the facts and data used to evaluate the bank's level of community development lending. This table includes all CD loans, including multifamily loans that also qualify as CD loans. In addition, Table 5 includes geographic lending data on all multi-family loans, including those that also qualify as CD loans. Table 5 does not separately list CD loans, however.

Product Innovation and Flexibility

FNB offers flexible lending products for eligible borrowers. Refer to the Product Innovation and Flexibility section of the state of Pennsylvania AA narrative for details.

INVESTMENT TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Investment Test in Maryland is rated Low Satisfactory. Based on a full-scope review, the bank's performance in the Baltimore MSA AA is adequate.

FNB has an adequate level of qualified community development investments and grants. FNB has one qualified investment and four qualified donations totaling \$965 thousand in the Baltimore MSA AA.

The institution exhibits adequate responsiveness to credit and community economic development needs. FNB acquired one investment in the Maryland Community Development Administration for \$955 thousand through the Bank of Annapolis acquisition. FNB made four qualified donations during the current evaluation totaling \$10.4 thousand to organizations serving the assessment area whose missions include affordable housing and services targeted to low- and moderate-income individuals and families.

The overall state rating also considers that portions of investments in five mortgage backed securities totaling \$4.4 million and assigned to the broader regional area that includes the State of Maryland directly benefited the bank's AA in Maryland.

Refer to table 14 in the State of Maryland section of appendix D for the facts and data used to evaluate the bank's level of qualified investments.

SERVICE TEST

Conclusions for Areas Receiving Full-Scope Reviews

The bank's performance under the Service Test in Maryland is rated Low Satisfactory. Based on a full-scope review, the bank's performance in the Baltimore MSA AA is adequate.

Refer to table 15 in the state of Maryland section of appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings, and the level and extent of community development services.

Retail Banking Services

Delivery systems are reasonably accessible to essentially all portions of the Baltimore MSA AA. To the extent changes have been made, the institution's opening and closing of branches has generally not adversely affected the accessibility of its delivery systems, particularly in low- and moderate- income geographies and/or to low- and moderate-income individuals. FNB acquired 25 branches in the Baltimore MSA AA and opened one branch in a middle-income geography during the evaluation period. FNB operates one branch in a low-income geography. No branches are located in moderate-income geographies. No branches were closed during the evaluation period.

Services, including where appropriate, business hours, do not vary in a way that inconveniences portions of the Baltimore MSA AA, particularly low- and moderate- income geographies and/or individuals. Hours of operation vary across locales, but all branch offices operate during core business hours and most have Saturday hours. Branch locations offer 24-hour ATM access with deposit taking abilities. Refer to the Retail Banking Services section in state of Pennsylvania AA narrative for further details.

Community Development Services

FNB provides a limited level of community development services. During the evaluation period, two bank employees provided community development services within the Baltimore MSA AA. One employee served on the board of a private nonprofit agency that works to help clients rebuild lives and eliminate sexual, domestic and dating violence in Howard County. Another employee served as a committee member of an organization aimed at teaching financial life skills to low- and moderate-income middle school students in Baltimore County. Both services occurred in 2014.

Multistate Metropolitan Area Ratings

MSA 48260 Weirton-Steubenville, WV-OH

CRA rating for the Weirton Multistate MSA³: Satisfactory

The Lending Test is rated: High Satisfactory

The Investment Test is rated: Low Satisfactory

The Service Test is rated: Low Satisfactory

The major factors that support this rating include:

- Lending levels reflect excellent responsiveness to the credit needs of the AA.
- The overall distribution of loans by income level of the borrower reflects good penetration among retail customers of different income levels and business customers of different sizes.
- FNB exhibits adequate responsiveness to credit and community economic development needs.
- Delivery systems are reasonably accessible to essentially all portions of the AA.
- To the extent changes have been made, the institution's opening, closing, and acquisition of branches has not adversely affected the accessibility of its delivery systems, particularly in low- and moderate-income geographies and/or to low- and moderate-income individuals.

Description of Institution's Operations Weirton Multistate MSA

The Weirton-Steubenville, WV-OH Multistate MSA AA (Weirton MSA AA) is comprised of Brooke County, WV, and Jefferson County, OH. FNB provides a full range of loan and deposit products and services in the AA through four full-service branches; two are located in Brooke County, WV and two in Jefferson County, OH. All four branches are located in middle income geographies. FNB's physical presence in the Weirton MSA AA began January 1, 2012 through acquisition activity.

During the evaluation period, 1.3 percent of originated loans and 1.3 percent of bank-wide deposits were from the AA. FNB originated 720 loans for \$49.7 million in the AA in the evaluation period. As of June 30, 2014, FNB held deposits totaling \$142.0 million in the AA, which represented a 12.0 percent deposit market share and ranked FNB number 4 of 10 financial institutions with operations in the AA. The three largest financial institutions in the AA by deposit market share are The Huntington National Bank, Wesbanco Bank, and PNC Bank.

Refer to the market profiles for the Weirton MSA AA in appendix C for detailed demographics and other performance context information for assessment areas that received full-scope reviews.

Scope of Evaluation in Weirton MSA AA

The Weirton MSA AA received a full-scope review. The results of this review were incorporated into FNB's overall rating.

In performing our analysis, we placed greater weight on the bank's home mortgage lending as home mortgage loans represented the majority of the bank's CRA reportable lending activity. Within home mortgage lending, we placed greater weight on home refinance loans with the least weight given to home improvement loans. FNB made no loans to small farms in the AA during the evaluation period. Additionally, FNB made only four loans related to multifamily properties. An analysis of performance related to multifamily lending would not be meaningful.

Conclusions regarding performance are limited to the period 2012 through 2014, following establishment of the Weirton MSA AA.

³ This rating reflects performance within the multistate metropolitan area. The statewide evaluations do not reflect performance in the parts of those states contained within the multistate metropolitan area.

During our evaluation, we reviewed a community contact interview conducted in 2014. The contact was an affordable housing organization serving Brooke County, WV and other counties neighboring the Weirton AA. The contact expressed the continued need for affordable housing in the area because of limited supply.

LENDING TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Lending Test in Weirton MSA AA is rated High Satisfactory. Based on a full-scope review, FNB's performance in the Weirton MSA AA is good.

Lending Activity

Lending levels reflect excellent responsiveness to the credit needs of the Weirton MSA AA relative to their deposit market share and rank. However, the geographic distribution of loans indicates FNB exhibits an adequate record of serving the credit needs of the most economically disadvantaged areas in the Weirton MSA AA. The borrower distribution of loans indicates FNB exhibits a good record of serving low-income individuals, and/or very small businesses, consistent with safe and sound banking practices.

FNB's equivalent market rank in home mortgage lending, relative to the number of reporting lenders in the AA, exceeds the bank's market rank in deposits. As of June 30, 2014, FNB had a 12.0 percent deposit market share and ranked number four of ten depository institutions doing business in the Weirton MSA AA. FNB held a market share of 11.6 percent and ranked number three out of 118 HMDA reporters in the overall volume of HMDA lending. FNB held a 2.9 percent market share and ranked in the top 16 percent, or number 11 of 67 home mortgage purchase lenders. FNB ranked first among 26 lenders and held a 25.6 percent market share in home improvement loans. The bank ranked second of 87 lenders with a 14.7 percent market share in home refinance loans. FNB held a 6.7 percent market share and ranked in the top 20 percent, or number six of 30 small business lenders in the AA.

Refer to the Lending Volume section of table 1 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate FNB's lending activity.

Distribution of Loans by Income Level of the Geography

The geographic distribution of loans reflects adequate penetration throughout the Weirton MSA AA. The geographic distribution of home mortgage loans is adequate. The geographic distribution of small loans to businesses is adequate.

In evaluating the geographic distribution of home mortgage loans, we considered that only less than one percent of owner-occupied housing units were located in low-income geographies, severely limiting FNB's opportunity to originate loans in those geographies.

Home Mortgage Loans

Refer to tables 2, 3, 4, and 5 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's home mortgage loan originations/purchases.

Home Purchase

The geographic distribution of home purchase loans in the Weirton MSA AA is adequate. FNB made no home purchase loans in low-income geographies. FNB's percentage of home purchase loans in moderate-income geographies is near to the percentage of owner-occupied units in moderate-income geographies. FNB's market share of home purchase loans in moderate-income geographies is significantly below their overall market share of home purchase loans in the Weirton MSA AA.

Home Improvement Loans

The geographic distribution of home improvement loans in the Weirton MSA AA is adequate. Considering the opportunities to lend, FNB's percentage of home improvement loans in low-income geographies is near to the

percentage of owner-occupied units in low-income geographies. FNB's percentage of home improvement loans in moderate-income geographies is significantly below the percentage of owner-occupied units in moderate-income geographies. The bank's market share of home improvement loans in low-income geographies exceeds its overall market share of home improvement loans in the Weirton MSA AA. The bank's market share of home improvement loans in moderate-income geographies is significantly below its overall market share of home improvement loans in the Weirton MSA AA.

Home Refinance Loans

The geographic distribution of home refinance loans in the Weirton MSA AA is adequate. FNB's percentage of home refinance loans in low-income geographies is below the percentage of owner-occupied units in those geographies. The percentage of loans in moderate-income geographies is below the percentage of owner-occupied units in those geographies. The bank's market share of home refinance loans in low-income areas is significantly below its overall market share of home refinance loans. The bank's market share of home refinance loans in moderate-income areas is near to its overall market share of home refinance loans in the Weirton MSA AA.

Small Loans to Businesses

The geographic distribution of small loans to businesses is adequate. FNB's percentage of small loans to businesses in low-income geographies exceeds the percentage of businesses in low-income geographies. FNB's percentage of small loans to businesses in moderate-income geographies is significantly below the percentage of businesses in moderate-income geographies. The bank's market share of small loans to businesses in low-income geographies exceeds its overall market share of small loans to businesses. The bank's market share of small loans to businesses in moderate-income areas is below its overall market share of small loans to businesses in the Weirton MSA AA.

Refer to table 6 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate the geographic distribution of origination/purchase of small loans to businesses.

Lending Gap Analysis

We evaluated the lending distribution in the Weirton MSA AA to determine if any unexplained, conspicuous gaps existed. We used reports on HMDA and CRA loan data to compare the geographies where loans were made to the geographies in the AA. We considered competition, market conditions, and demographic information. No unexplained, conspicuous gaps were identified.

Distribution of Loans by Income Level of the Borrower

The overall distribution of loans by income level of the borrower in the Weirton MSA AA reflects good penetration among retail customers of different income levels and business customers of different sizes. The distribution of home mortgage loans by borrower income level is good. The distribution of loans to small businesses (businesses with less than \$1 million in gross annual revenues) is good. A majority of small loans to businesses were for amounts less than \$100 thousand.

In arriving at our conclusions, we considered the high family poverty rate and limited opportunities to originate loans for low-income borrowers. In the Weirton MSA AA, 19.1 percent of families are defined as low-income compared to 16.0 percent families defined as living below the poverty level.

Home Mortgage Loans

Refer to tables 8, 9 and 10 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's home mortgage loan originations and purchases.

Home Purchase Loans

The distribution of home purchase loans by income level of the borrower in the Weirton MSA AA is good. FNB's percentage of home purchase loans to low-income borrowers is below the percentage of low-income families in the Weirton MSA AA. FNB's percentage of home purchase loans in moderate-income geographies is near to the

percentage of moderate-income families in the Weirton MSA AA. The bank's market share of home purchase loans to low- and moderate-income borrowers exceeds their overall market share of home purchase loans in the Weirton MSA AA.

Home Improvement Loans

The distribution of home improvement loans by income level of the borrower in the Weirton MSA AA is good. FNB's percentage of home improvement loans to low-income borrowers is below the percentage of low-income families in the Weirton MSA AA. FNB's percentage of home improvement loans to moderate-income borrowers exceeds the percentage of moderate-income families in the Weirton MSA AA. The bank's market share of home improvement loans to low-income borrowers is significantly below their overall market share of loans. FNB's market share of home improvement loans to moderate-income borrowers exceeds their overall market share of home improvement loans in the Weirton MSA AA.

Home Refinance Loans

The distribution of home refinance loans by income level of the borrower in the Weirton MSA AA is good. FNB's percentage of home refinance loans to low-income borrowers is below the percentage of low-income families in the Weirton MSA AA. FNB's percentage of home refinance loans to moderate-income borrowers is near to the percentage of moderate-income families in the Weirton MSA AA. The bank's market share of home refinance loans to low-income and moderate-income borrowers is below their overall market share of home refinance loans in the Weirton MSA AA.

Small Loans to Businesses

The distribution of loans to small businesses is good. FNB's percentage of loans to small businesses is near to the percentage of small businesses in the Weirton MSA AA. The majority of FNB's loans to businesses were in amounts of \$100 thousand or less. FNB's market share of loans to small businesses exceeds their overall market share of loans to businesses.

Refer to table 11 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's origination and purchase of small loans to businesses.

Community Development Lending

FNB made no community development loans in the Weirton MSA AA during the evaluation period. Because FNB was new to the market in 2012 and community development loans of less than \$1 million are evaluated under the retail Lending Test if they also have a business purpose, we considered the lack of community development lending in the Weirton MSA AA had a neutral impact on the overall Lending Test rating.

Refer to table 1 Lending Volume in the Weirton MSA AA section of appendix D for the facts and data used to evaluate FNB's level of community development lending. This table includes all CD loans, including multifamily loans that also qualify as CD loans. In addition, table 5 includes geographic lending data on all multi-family loans, including those that also qualify as CD loans. Table 5 does not separately list CD loans, however.

Product Innovation and Flexibility

FNB offers flexible lending products for eligible borrowers. Refer to the Product Innovation and Flexibility section of the state of Pennsylvania AA narrative for details.

INVESTMENT TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Investment Test in the Weirton MSA AA is rated Low Satisfactory. Based on a full-scope review, FNB's performance in the Weirton MSA AA is adequate.

FNB exhibits adequate responsiveness to credit and community economic development needs. The bank retained two investments totaling \$830 thousand made in statewide affordable housing development bonds during

a prior period by the acquired institution. FNB made only two donations totaling \$200 in the AA during the evaluation period. Donations supported a family self-sufficiency program for low-and moderate-income families.

Refer to table 14 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate FNB's level of qualified investments.

SERVICE TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Service Test in Weirton MSA AA is rated Low Satisfactory. Based on full-scope reviews, FNB's performance in the Weirton MSA AA is adequate.

Refer to table 15 in the Weirton MSA AA section of appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings.

Retail Banking Services

Delivery systems are reasonably accessible to essentially all portions of the Weirton MSA AA. FNB acquired four branches in the Weirton MSA AA. All are located in middle-income geographies. FNB neither opened additional nor closed branches during the evaluation period.

To the extent changes have been made, the institution's opening, closing, and acquisition of branches has generally not adversely affected the accessibility of its delivery systems, particularly in low- and moderate-income geographies and/or to low- and moderate-income individuals in the Weirton MSA AA.

Services, including where appropriate, business hours, do not vary in a way that inconveniences portions of the Weirton MSA AA, particularly low- and moderate- income geographies and/or individuals. All four branches in the Weirton MSA AA have traditional banking business hours and offer Saturday service. Each branch location also offers 24-hour ATM access with deposit taking abilities. Refer to the Retail Banking Services section in state of Pennsylvania AA narrative for further details.

Community Development Services

FNB provides an adequate level of community development services. During the evaluation period, two FNB employees provided services to three different community development organizations in the Weirton MSA AA. A business banker served as the co-president of a social service agency that owns and manages an affordable housing complex in West Virginia. The same business banker also served as a member of an Urban Redevelopment Authority responsible for renovating blighted urban areas in the Weirton MSA AA. In addition, a branch manager served on a Family Self Sufficiency Committee targeting services to low- and moderate-income families.

MSA 49660 Youngstown-Warren-Boardman, OH-PA

CRA rating for the Youngstown Multistate MSA (Youngstown MSA AA)⁴: Satisfactory

The Lending Test is rated: High Satisfactory

The Investment Test is rated: Low Satisfactory

The Service Test is rated: High Satisfactory

The major factors that support this rating include:

- Overall lending levels reflect excellent responsiveness to the Youngstown MSA AA credit needs.
- The geographic distribution of loans reflects adequate penetration throughout the Youngstown MSA AA.
- The distribution of loans to individuals of different income levels reflects good penetration among retail customers and business customers of different size within the Youngstown MSA AA.
- The bank has made an adequate level of community development loans benefitting the Youngstown MSA AA.
- The bank has an adequate level of qualified community development investments and grants supporting the Youngstown MSA AA.
- The bank exhibits adequate responsiveness to credit and community economic development needs within the Youngstown MSA AA.
- The bank provides a good level of community development services to the Youngstown MSA AA.
- Delivery systems are accessible to essentially all portions of the Youngstown MSA AA.

Refer to the market profile for the Youngstown MSA AA in appendix C for detailed demographics and other performance context information for assessment areas that received full-scope reviews.

Description of Institution's Operations in the Youngstown-Warren-Boardman, OH-PA Multistate MSA

The Youngstown-Warren-Boardman, OH-PA Multistate MSA (Youngstown MSA AA) is comprised of the contiguous counties of Mahoning and Trumbull in OH and Mercer in PA in their entirety. FNB provides a full range of loan and deposit products and services in the AA through 20 branch offices. During the evaluation period, the bank opened one new branch office and closed three branch offices in middle-income geographies.

Deposits in the Youngstown MSA AA (\$1.09 billion) represent 9.8 percent of total bank deposits. This share of the bank's deposits is surpassed only by the Pittsburgh and PA Non-MSA AAs. As of June 30, 2014, FNB had a 12.4 percent deposit market share in the Youngstown MSA AA, ranking it number three of 19 deposit-taking institutions. Its three major competitors are The Huntington National Bank which ranked number one in deposit market share (22.9 percent) with 42 branch offices; PNC Bank, which ranked number two in deposit share (13.2 percent) with 21 branch offices; and The Home Savings and Loan Company of Youngstown, Ohio which ranked number four in deposit share (9.6 percent) with 14 branch offices.

FNB originated 6,397 loans for \$618.6 million in the Youngstown MSA AA during 2010-2014. This represents approximately 11.0 percent of FNB's total originations by both number (11.1 percent) and dollar volume (10.5 percent). The primary business focus, based on loans within the Youngstown MSA AA, was home mortgage loans followed by small loans to businesses.

Refer to the market profiles for the Youngstown Multistate MSA AA in appendix C for detailed demographics and other performance context information for assessment areas that received full-scope reviews.

Scope of Evaluation in Youngstown MSA AA

We conducted a full-scope review of the Youngstown MSA AA. The results of this review were incorporated into FNB's overall rating.

⁴ This rating reflects performance within the multistate metropolitan area. The statewide evaluations do not reflect performance in the parts of those states contained within the multistate metropolitan area.

In performing our analysis, we placed greater weight on the bank's home mortgage lending as home mortgage loans represented the majority of the bank's CRA reportable lending activity. Within home mortgage lending, we placed greater weight on home refinance loans with the least weight given to home improvement loans. Loans to businesses received greater weight than lending to farms.

We reviewed one community contact made within the past twelve months, two from 2013, and two from 2012. One represented an economic development office, one was a neighborhood advocacy agency, and the remainders were focused on affordable housing efforts. Two contacts in the Mahoning County area stated there was a need for retail services such as banks, post offices, and grocery stores. FNB opened a new branch in Mahoning County since the last evaluation. Another indicated financial literacy and home ownership education would be beneficial, especially if coupled with flexible mortgage products. FNB provided educational services and continued to offer flexible mortgage products during this evaluation period. None of the contacts had any negative comments about a specific institution in the area, but one did state that banks in general were still suffering residual negative reputation effects following the high number of foreclosures in the Youngstown MSA AA resulting from the recession that began in 2008. This speaks to the need for affordable housing as indicated by the community contacts and the opportunities for banks to offer innovative and flexible mortgage products.

LENDING TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Lending Test in the Youngstown MSA AA is rated High Satisfactory. Based on a full-scope review, the bank's performance in the Youngstown MSA AA is good.

Lending Activity

FNB's lending levels reflect excellent responsiveness to the Youngstown MSA AA's credit needs. Home mortgage and small business lending activity is excellent. Small farm lending activity is adequate.

FNB's equivalent market rank in home mortgage lending, relative to the number of reporting lenders in the AA, exceeds the bank's market rank in deposits. As of June 30, 2014, FNB held a 12.4 percent deposit market share and ranked in the top 16.0 percent of depository institutions, or number three of 19 depository institutions located in the AA. FNB held a 7.5 percent market share and ranked in the top two percent, or number five of 278 HMDA reporters in the overall volume of HMDA lending. In terms of individual HMDA products, FNB held a 3.9 percent market share and ranked in the top three percent, or number five of 174 home purchase lenders. FNB held a 20.3 percent market share and was the largest originator of home improvement loans among 68 lenders. With regard to home refinance loans, FNB held an 8.2 percent market share and ranked in the top two percent, or number four of 211 HMDA reporters.

FNB's equivalent market rank in lending to businesses relative to the number of reporting lenders in the AA exceeds the bank's market rank in deposits. The bank's equivalent market rank in lending to farms is below their deposit market rank. FNB held a 7.4 percent market share and ranked in the top ten percent, or number six of 58 CRA reporters in small loans to businesses. FNB held a 14.1 percent market share and ranked in the top 21.0 percent, or number three of 14 CRA reporters in small loans to farms.

Refer to table 1 Lending Volume in the Youngstown MSA AA section of appendix D for the facts and data used to evaluate the bank's lending activity.

Distribution of Loans by Income Level of the Geography

The overall distribution of loans by income level of the geography reflects adequate penetration throughout the AA. The geographic distribution of home mortgage loans is adequate. The geographic distribution of small loans to businesses is good. The bank made no loans to farms in low- or moderate-income geographies, but agricultural loans are not a significant part of the bank's lending, and as such the results were not given much weight in the overall assessment. We identified no unexplained, conspicuous gaps in the bank's lending patterns throughout its AA.

Home Mortgage Loans

Refer to tables 2, 3, 4, and 5 for the Youngstown MSA AA section of appendix D for the facts and data used to evaluate the geographic distribution of home mortgage loan originations/purchases.

Home Purchase Loans

2012-2014

The geographic distribution of home purchase loans in the Youngstown MSA AA reflects adequate penetration throughout the AA. The percentage of home purchase loans in low-income geographies is significantly below the percentage of owner-occupied units in low-income geographies. The percentage of home purchase loans in moderate-income geographies is below the percentage of owner-occupied units in moderate-income geographies. However, the bank's market share of home purchase loans in both low- and moderate-income geographies exceeds their overall market share of home mortgage loans in the AA.

2010-2011

The bank's performance during 2010-2011 was not inconsistent with performance during the period 2012-2014.

Home Improvement Loans

2012-2014

The geographic distribution of home improvement loans in the Youngstown MSA AA reflects good penetration throughout the AA. FNB's percentage of home improvement loans in low-income geographies is significantly below the percentage of owner-occupied units in low-income geographies. FNB's percentage of home improvement loans in moderate-income geographies exceeds the percentage of owner-occupied units in moderate-income geographies. The bank's market share of home improvement loans in both the low- and moderate-income geographies exceeds its overall market share of home improvement loans in the AA.

2010-2011

The bank's performance in 2010-2011 was not inconsistent with the bank's performance in 2012-2014. We considered that opportunities to lend during that period were more limited than in 2012-2014 due to weaker economic conditions.

Home Refinance Loans

2012-2014

The geographic distribution of home refinance loans in the Youngstown MSA AA reflects adequate penetration throughout the AA. FNB's percentage of home refinance loans in low-income geographies is significantly below the percentage of owner-occupied units in low-income geographies. FNB's percentage of home refinance loans in moderate-income geographies is below the percentage of owner-occupied units in moderate-income geographies. The bank's market share of home refinance loans in low-income geographies is below its overall market share of home refinance loans in the AA. The bank's market share of home refinance loans in moderate-income geographies exceeds its overall market share of home refinance loans in the AA.

2010-2011

The bank's performance in 2010-2011 was not inconsistent with the bank's performance in 2012-2014. We considered that opportunities to lend during that period were more limited than in 2012-2014 due to weaker economic conditions.

Multifamily Loans

2012-2014

The geographic distribution of multifamily loans in the Youngstown MSA AA reflects excellent penetration throughout the AA. FNB's percentage of multifamily loans in low-income geographies exceeds the percentage of multifamily units in low-income geographies. FNB's percentage of multi-family loans in moderate-income geographies is near to the percentage of multifamily units in moderate-income geographies. The bank achieved 100 percent of the market share for multifamily loans in low-income geographies. The bank's market share of multifamily loans in moderate-income geographies exceeds its overall market share.

2010-2011

A geographical analysis of multifamily loans is not meaningful as the bank originated only six multifamily loans during this period.

Small Loans to Businesses

Refer to table 6 for the Youngstown MSA AA section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to businesses.

2012-2014

The geographic distribution of small loans to businesses reflects good penetration throughout the AA. The percentage of small loans to businesses in low-income geographies is below the percentage of businesses in lower-income geographies. The percentage of small loans to businesses in moderate-income geographies is near to the percentage of businesses located in moderate-income geographies. The bank's market share of small loans to businesses in low-income geographies is near to its overall market share. The bank's market share of small loans to businesses in moderate-income geographies exceeds its overall market share.

2010-2011

The bank's performance in 2010-2011 is stronger than the bank's performance in 2012-2014. The percentage of small loans to businesses exceeds the percentage of businesses located in low-income geographies and is near to the percentage of businesses located in moderate-income geographies. The bank's market share of small loans to businesses in both low- and moderate-income geographies exceeds its overall market share.

Small Loans to Farms

Refer to table 7 for the Youngstown MSA AA section of appendix D for the facts and data used to evaluate the geographic distribution of origination/purchase of small loans to farms.

2012-2014

The geographic distribution of small loans to farms is poor. The bank made no small loans to farms in low- or moderate-income geographies. However, only 6.5 percent of farms are located in these geographies combined, so these results were not given significant weight in the overall assessment.

2010-2011

A geographical analysis of small loans to farms is not meaningful as the bank originated only four loans to farms during this period.

Lending Gap Analysis

We evaluated the lending distribution in the Youngstown MSA AA to determine if any unexplained, conspicuous gaps existed. We used home mortgage data reports to compare the geographies where loans were made to the geographies in the AA. We considered competition, market conditions, and demographic information. No unexplained, conspicuous gaps were identified.

Distribution of Loans by Income Level of the Borrower

The overall distribution of loans by income level of the borrower in the Youngstown MSA AA reflects good penetration among retail customers of different income levels and business customers of different sizes. The distribution of home mortgage loans by borrower income level is good. The distribution of loans to small businesses (businesses with less than \$1 million in gross annual revenue) is good. A majority of small loans to businesses were for amounts less than \$100 thousand. The distribution of loans to small farms (farms with less than \$1 million in gross annual revenue) is excellent. A majority of small loans to businesses and farms were for amounts less than \$100 thousand.

In reaching our overall conclusions regarding borrower distribution, we considered the number of individuals that live below the poverty level. Based on the 2009-2013 American Community Survey (ACS), the percentage of families living below poverty level was 16.7 percent in the Youngstown MSA AA. This may have posed a barrier to home ownership. In addition, we acknowledged the strong level of competition from numerous financial institutions in the AA as previously described.

Home Mortgage Loans

Refer to tables 8, 9, and 10 for the Youngstown MSA AA section in appendix C for the facts and data used to evaluate the borrower distribution of home mortgage loan originations and purchases.

Home Purchase Loans

2012-2014

The distribution of home purchase loans by income level of the borrower in the AA is good. The percentage of home purchase loans to low-income borrowers is significantly below the percentage of low-income families in the AA. The percentage of home purchase loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low- and moderate-income borrowers is below its overall market share of home purchase loans.

2010-2011

The bank's performance in 2010-2011 is not inconsistent with the bank's performance in 2012-2014.

Home Improvement Loans

2012-2014

The distribution of home improvement loans by income level of the borrower in the AA is good. The percentage of home improvement loans to low-income borrowers is below the percentage of low-income families in the AA. The percentage of home improvement loans to moderate-income borrowers exceeds the percentage of moderate-income families in the AA. The bank's market share of loans to low- and moderate-income borrowers are near to its overall market share of loans.

2010-2011

The bank's performance in 2010-2011 is not inconsistent with the bank's performance in 2012-2014.

Home Refinance Loans

2012-2014

The distribution of home refinance loans by income level of the borrower in the AA is good. The percentage of home refinance loans to low-income borrowers is below the percentage of low-income borrowers in the AA. The percentage of home refinance loans to moderate-income borrowers exceeds the percentage of moderate-income borrowers in the AA. The bank's market share of loans to both low- and moderate-income borrowers exceeds the bank's overall market share of loans.

2010-2011

The bank's performance in 2010-2011 is not inconsistent with the bank's performance in 2012-2014.

Small Loans to Businesses

Refer to table 11 for the Youngstown MSA AA section in in appendix C for the facts and data used to evaluate the borrower distribution of the bank's origination/purchase of small loans to businesses.

2012-2014

The borrower distribution of loans to small businesses in the AA is good. The percentage of loans to small businesses (businesses with gross annual revenues of \$1 million or less) is near to the percentage of small businesses in the AA. FNB's market share of loans to small businesses exceeds their overall market share of loans to businesses. A majority of the bank's small loans to businesses were for amounts less than \$100 thousand.

2010-2011

The bank's performance in 2010-2011 is not inconsistent with the bank's performance in 2012-2014.

Small Loans to Farms

Refer to table 12 for the Youngstown MSA AA section in in appendix C for the facts and data used to evaluate the borrower distribution of origination/purchase of small loans to businesses.

2012-2014

The borrower distribution of loans to small farms in the AA is good. The percentage of loans to small farms (farms with gross annual revenues of \$1 million or less) exceeds the percentage of small farms in the AA. The bank's market share of loans to small farms exceeds their overall market share of loans to farms. A majority of the bank's small loans to farms were for amounts less than \$100 thousand.

2010-2011

FNB made only four loans to farms in 2010-2011. An analysis of performance would not be meaningful.

Community Development Lending

FNB made an adequate level of community development loans. FNB originated three community development loans totaling \$1.13 million in the Youngstown MSA AA during the evaluation period. One loan helped to revitalize a moderate-income geography by supporting work repairing a water system. Two smaller loans were made to schools where the substantial majority of students are from low- and moderate-income families. One of these loans was for a revolving line of credit, while the other provided the means to purchase three vans used for student transportation. The bank's community development loans had a positive impact on the overall Lending Test rating.

Refer to table 1 Lending Volume in the Youngstown MSA AA section of appendix D for the facts and data used to evaluate the bank's level of community development lending. This table includes all CD loans, including any multifamily loans that also qualify as CD loans. In addition, table 5 includes geographic lending data on all multifamily loans, including those that also qualify as CD loans. Table 5 does not separately list CD loans, however.

Product Innovation and Flexibility

FNB offers flexible lending products for eligible borrowers. Refer to the Product Innovation and Flexibility section of the state of Pennsylvania AA narrative for details.

INVESTMENT TEST

Conclusions for Areas Receiving Full-Scope Reviews

FNB's performance under the Investment Test in the Youngstown MSA AA is rated Low Satisfactory. Based on a full-scope review, the bank's performance in the Youngstown MSA AA is adequate.

The bank has an adequate level of qualified community development investments and grants, which demonstrated adequate responsiveness to credit and community development needs in the Youngstown MSA AA. FNB made 30 grants during the current evaluation period totaling \$170.4 thousand to organizations that served the AA. These funds were distributed to approximately 26 local community development organizations and projects that directly benefit low- and moderate-income individuals or small businesses. Many of these grants provided food, shelter, emergency or transitional housing, and other social services to individuals in need. Grants also funded financial literacy programs covering budgeting, and mortgage readiness. Small business and entrepreneurship counseling services were also supported by the grants.

During the evaluation period, FNB invested in three mortgage-backed securities (MBS) which were comprised, in part, of mortgages originated to low- and moderate-income Youngstown MSA AA borrowers. We considered the total investment in these MBS in our evaluation of investments in the broader state and regional area. Refer to the Investment Test section of the State of Pennsylvania AA narrative for details. The bank also has a prior evaluation period investment that continues to benefit the AA. The investment, valued at \$39.2 thousand at the end of this current evaluation period, was in a project for low-income housing for seniors in the Youngstown MSA AA.

FNB's investments and grants, originating in both the current and prior evaluation periods, continue to meet community needs. Community contacts identified both affordable housing and financial education as ongoing needs within the Youngstown MSA AA. The remaining grants supported domestic violence services, playground renovations, and holiday provisions for underprivileged children.

Refer to table 14 in the state of Youngstown MSA section of appendix D for the facts and data used to evaluate the bank's level of qualified investments.

SERVICE TEST

Conclusions for Areas Receiving Full-Scope Reviews

The bank's performance under the Service Test in Youngstown MSA is rated High Satisfactory. Based on full-scope reviews, the bank's performance in the Youngstown MSA AA is good.

Refer to table 15 for the period January 11, through December 31, 2014 in the Youngstown MSA section of appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings.

Retail Banking Services

Refer to table 15 for the Youngstown MSA AA section in appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings.

Delivery systems are accessible to essentially all portions of the Youngstown MSA AA. As of December 31, 2014, FNB had 20 branch offices in the Youngstown MSA AA. The distribution of branch locations approximates the distribution of population in the AA. FNB closed three branches and added one new branch in middle-income geographies since the last evaluation. This has not adversely affected the accessibility of the bank's delivery systems, particularly in low- or moderate-income geographies.

Services, including business hours, do not vary in a way that inconveniences portions of the assessment area, particularly low- or moderate-income geographies and/or individuals. All locations provide a full array of deposit and credit products and services.

Refer to the Retail Banking Services section of the state of Pennsylvania AA narrative for further details regarding bank-wide retail services.

Community Development Services

The bank provides an adequate level of community development services. During the evaluation period, 12 officers and staff provided services to six community development organizations in the Youngstown MSA AA. Bank staff served as board members, treasurers, instructors, financial advisors, and committee members for organizations that provide services directly to low- and moderate-income individuals and families. The services these organizations provide include nutritional assistance, advocacy for poverty elimination, and a federal training initiative that specifically focuses on executives of businesses poised for growth in economically challenged communities.

Appendix A: Scope of Evaluation

The following table identifies the time period covered in this evaluation, affiliate activities that were reviewed, and loan products considered. The table also reflects the metropolitan and nonmetropolitan areas that received comprehensive evaluation review (designated by the term “full-scope”) and those that received a less comprehensive review (designated by the term “limited-scope”).

Time Period Reviewed	Lending Test (excludes CD Loans): 1/1/2010 to 12/31/2014 Investment and Service Tests and CD Loans: 1/22/2011 to 12/31/2014	
Financial Institution	Products Reviewed	
First National Bank of Pennsylvania (FNB) Greenville, PA	Home Mortgage, Small Business, and Community Development Loans Retail and Community Development Services Qualified Investments	
Affiliate(s)	Affiliate Relationship	Products Reviewed
Regency Finance Company (RFC) First National Insurance Agency (FNIA) F.N.B. Capital Corporation, LLC (FNBCC)	Holding Company Affiliates	FNBCC investment in F.N.B. Capital Partners, L.P. (FNBCP)
List of Assessment Areas and Type of Evaluation		
Assessment Area	Type of Evaluation	Other Information
Pennsylvania Altoona MSA (MSA 11020 Altoona PA) <i>East Stroudsburg MSA (MSA 20700 East Stroudsburg PA)</i> Erie MSA (MSA 21500 Erie PA) Harrisburg MSA (MSA 25420 Harrisburg-Carlisle PA) Johnstown MSA (MSA 27780 Johnstown PA) Pittsburgh MSA (MSA 38300 Pittsburgh PA) Reading MSA (MSA 39740 Reading PA) Scranton MSA (MSA 42540 Scranton—Wilkes-Barre-Hazleton PA) State College MSA (MSA 44300 State College PA) Williamsport MSA (MSA 48700 Williamsport PA) York MSA (MSA 49620 York-Hanover PA) PA Non-MSA	Limited-scope <i>Not evaluated as a separate AA</i> Limited-scope Limited-scope Limited-scope Full-scope Limited-scope Limited-scope Limited-scope Limited-scope Limited-scope Full-scope	Blair County <i>Monroe County (MSA established in 2014)</i> Erie County Cumberland and Dauphin Counties Cambria County Allegheny, Armstrong, Beaver, Butler, Fayette, Washington, and Westmoreland Counties Berks County Lackawanna, Luzerne, and Wyoming Counties Centre County Lycoming County York County Bedford, Clinton, Crawford, Greene, Huntingdon, Indiana, Juniata, Lawrence, Mifflin, Monroe (2010 through 2013),

Ohio	Limited-scope	Northumberland, Schuylkill, Snyder, Somerset, Susquehanna, Union, and Venango Counties
Akron MSA (MSA 10420 Akron OH)	Full-scope	Portage and Summit Counties
Cleveland MSA (MSA 17460 Cleveland-Elyria OH)	Limited-scope	Cuyahoga, Geauga, Lake, Lorain, and Medina Counties
Wheeling MSA (MSA 48540 Wheeling WV-OH)		Belmont County, OH
Maryland	<i>Not evaluated</i>	Montgomery County
MD 43524 Silver Spring-Frederick-Rockville MD	Full-scope	Anne Arundel, Baltimore, Harford, Howard, and Queen Anne's Counties, Baltimore City
Baltimore MSA (MSA 12580 Baltimore-Columbia-Towson MD)	Full-scope	Brooke County WV Jefferson County OH
Weirton MSA (Multistate MSA 48260 Weirton-Steubenville WV-OH)		
Youngstown MSA (Multistate MSA 49660 Youngstown-Warren-Boardman OH-PA)	Full-scope	Mahoning and Trumbull Counties OH Mercer County PA

Appendix B: Summary of State Ratings

RATINGS: First National Bank of Pennsylvania (FNB)				
Overall Bank:	Lending Test Rating*	Investment Test Rating	Service Test Rating	Overall Bank/State Rating
FNB	High Satisfactory	Low Satisfactory	High Satisfactory	Satisfactory
State:				
Pennsylvania	High Satisfactory	Low Satisfactory	High Satisfactory	Satisfactory
Ohio	Low Satisfactory	Low Satisfactory	Low Satisfactory	Satisfactory
Maryland	Low Satisfactory	Low Satisfactory	Low Satisfactory	Satisfactory
Weirton Multistate MSA	High Satisfactory	Low Satisfactory	Low Satisfactory	Satisfactory
Youngstown Multistate MSA	High Satisfactory	Low Satisfactory	High Satisfactory	Satisfactory

(*) The Lending Test is weighted more heavily than the Investment and Service Tests in the overall rating.

Appendix C: Market Profiles for Full-Scope Areas

State of Pennsylvania Full-Scope Areas

Pittsburgh AA

Demographic Information for Full-scope Area: Pittsburgh MSA						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	711	6.47	25.74	45.43	20.39	1.97
Population by Geography	2,356,285	4.06	21.40	47.75	26.39	0.41
Owner-Occupied Housing by Geography	702,132	2.13	19.20	50.85	27.82	0.00
Business by Geography	185,678	3.97	16.84	47.38	31.25	0.55
Farms by Geography	4,563	1.16	14.31	60.68	23.71	0.13
Family Distribution by Income Level	619,201	20.37	18.11	21.89	39.62	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	238,303	6.13	32.15	47.62	14.10	0.00
Median Family Income		62,376	Median Housing Value		123,872	
HUD Adjusted Median Family Income for 2014		65,600	Unemployment Rate (2014		5.6%	
Households Below Poverty Level		12%	Bureau of Labor Statistics)			

(*) The NA category consists of geographies that have not been assigned an income classification.

Source: 2010 US Census and 2014 HUD updated MFI

FNB's Pittsburgh AA area is comprised of the complete counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland. FNB nearly doubled the number of branches in this market in January 2012, through the acquisition of one regional bank; Parkvale Savings Bank headquartered in Monroeville, Pennsylvania. FNB serves the AA through 82 full-service branches in the Pittsburgh region and contiguous counties within the AA.

Based on June 30, 2014 FDIC Summary of Deposits data, FNB ranks number four out of 57 financial institutions for its market share of deposits and has 4.1 percent of the total deposits in the AA. Banking competition is strong for both loans and deposits in the Pittsburgh MSA. The top three banking competitors in the AA are PNC Bank, which ranked number one in deposit share (50.6 percent) with 154 branches, Citizens Bank of Pennsylvania which ranked number two in market share of deposits (7.6 percent) with 127 branches, and The Bank of New York Mellon, which ranked number three in deposit share (7.2 percent) with two branches.

Based on information from the PA Department of Labor's Report of the Top 50 Employers for PA Counties (2014), major employers for the seven-county region include UPMC Presbyterian /Shadyside Hospital, The Westmoreland Regional Hospital Network, The University of Pittsburgh, State and Federal Government, and Walmart Distribution Centers.

Based upon data obtained from the US Bureau of Labor Statistics (December 2014-Annualized), the unemployment rate for the Pittsburgh Metropolitan Statistical Area (MSA) was 5.6 percent. For the same period, the state unemployment rate was 5.8 percent and the US unemployment rate was 6.2 percent. Based upon data obtained from the US Census Bureau's American Community Survey (2009-2013), the poverty rate for the Pittsburgh MSA was 12.2 percent. Based on this same data source and on 2013 information, the state poverty rate was 13.3 percent and the US poverty rate was 15.4 percent.

During our evaluation we contacted a community non-profit housing organization serving Western Pennsylvania, including Allegheny County. This contact indicated the area is in dire need of affordable housing for LMI

individuals. While there is an adequate supply of housing in area, the contact indicated most homes are not affordable for low-income individuals. The contact also indicated that many of the lenders in the area appear to still be cautious about lending and investing in LMI housing projects.

Pennsylvania Non-MSA AAs

Demographic Information for Full-scope Area: PA Non-MSA						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	295	0.68	10.17	75.93	11.86	295
Population by Geography	1,187,060	0.33	7.62	78.08	13.01	1,187,060
Owner-Occupied Housing by Geography	350,741	0.15	6.45	79.83	13.57	350,741
Business by Geography	70,401	0.18	8.85	76.60	14.21	70,401
Farms by Geography	4,245	0.00	2.19	85.23	12.56	4,245
Family Distribution by Income Level	314,256	18.24	19.27	22.91	39.58	314,256
Distribution of Low and Moderate Income Families throughout AA Geographies	117,881	0.40	11.07	79.67	8.86	117,881
Median Family Income HUD Adjusted Median Family Income for 2014 Households Below Poverty Level		51,297 54,807 13%	Median Housing Value Unemployment Rate (2014 Bureau of Labor Statistics)		115,864 4.9% to 7.7%	

(*) The NA category consists of geographies that have not been assigned an income classification.
Source: 2010 US Census and 2014 HUD updated MFI

FNB’s Non-MSA AA areas are comprised of the complete counties of Bedford, Clinton, Crawford, Greene, Huntingdon, Indiana, Juniata, Lawrence, Mifflin, Monroe, Northumberland, Schuylkill, Snyder, Somerset, Susquehanna, Union and Venango. FNB has been in these markets through acquisitions that occurred prior to January 2011. FNB serves the AA through 52 full-service branches in the 17 counties identified above for this Non-MSA AA.

Based on June 30, 2014 FDIC Summary of Deposits data, FNB ranks number 1 out of 66 financial institutions for its market share of deposits and has 9.9 percent of the total deposits in the AA. Banking competition is strong for both loans and deposits in the AA. The next three banking competitors in the AA are S&T Bank, which ranked number two in deposit share (7.3 percent) with 11 branches, PNC Bank which ranked number three in market share of deposits (6.5 percent) with 22 branches, and First Commonwealth Bank, which ranked number four in deposit share (6.0 percent) with 21 branches.

Based on information from the PA Department of Labor’s Report of the Top 50 Employers for PA Counties (2014), major employers for the Western portion of the AA are PA State Government, several universities (IUP & Westminister College), Jameson Memorial Hospital (Lawrence) and Indiana Regional Medical Center (Indiana), and ISS Facilities Services (Lawrence). From the same source, major employers for the Eastern portion of the AA are PA State Government, Walmart Association Distribution Center, Weis Markets and Knoebel & Sons (both in Northumberland).

Based upon data obtained from the US Bureau of Labor Statistics (December 2014-Annualized), the unemployment rate for the Non-MSAs ranged from 4.9 percent to 7.7 percent. For the same period, the state unemployment rate was 5.8 percent and the US unemployment rate was 6.2 percent. Based upon data obtained from the US Census Bureau’s American Community Survey (2009-2013), the poverty rate for the Non-MSA ranged from 11.9 percent to 17.7 percent. Based on this same data source and on 2013 information, the state poverty rate was 13.3 percent and the US poverty rate was 15.4 percent.

During our evaluation, we contacted two organizations, one in the Western portion of the Non-MSA AA and one in the Eastern portion of the Non-MSA AA. In the Western portion of the AA, we contacted a community non-profit housing organization serving Crawford County and surrounding counties of Erie, Mercer and Warren. This contact indicated the area needs affordable housing for LMI individuals, especially senior residents. There is an adequate supply of housing in area. In the Eastern portion of the AA, we contacted an economic development organization who works with local governments to improve the lives of these communities through infrastructure and

community facility projects. Counties benefiting from this work are Centre, Northumberland, Snyder and Union. With respect to community development, one of the contacts stated that there are some opportunities available for banks to assist in funding public works/infrastructure projects for local municipalities (mostly Centre County). In addition, there is a need for small business and agricultural lending in Union and Snyder Counties.

State of Ohio Full-Scope Area

Cleveland MSA AA

Demographic Information for Full-scope Area: Cleveland MSA						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	636	16.35	21.23	36.16	25.47	0.79
Population by Geography	2,077,240	10.38	17.42	38.71	33.49	0.01
Owner-Occupied Housing by Geography	575,920	5.68	13.81	41.98	38.53	0.01
Business by Geography	146,921	7.57	13.13	38.38	40.56	0.36
Farms by Geography	3,827	2.59	7.73	44.16	45.49	0.03
Family Distribution by Income Level	535,574	21.71	17.29	20.69	40.30	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	208,889	19.45	25.53	37.15	17.86	0.01
Median Family Income		62,627	Median Housing Value		151,321	
HUD Adjusted Median Family Income for 2014		62,600	Unemployment Rate (2010 US Census)		5.2%	
Households Below Poverty Level		13%				

(*) The NA category consists of geographies that have not been assigned an income classification.

Source: 2010 US Census and 2014 HUD updated MFI

FNB's Cleveland MSA AA area is comprised of the complete counties of Cuyahoga, Geauga, Lake, Lorain and Medina.

Based on June 30, 2014 FDIC Summary of Deposits data, FNB ranks number 14 out of 37 financial institutions for its market share of deposits and has 1.0 percent of the total deposits in the AA. Banking competition is strong for both loans and deposits in the MSA. The top three banking competitors in the Cleveland MSA AA are Key Bank, which ranked first in deposit share (22.3 percent), PNC Bank which ranked second in market share of deposits (12.6 percent) and Third Federal Savings and Loan Association of Cleveland, which ranked third in deposit share (9.9 percent).

Information obtained from the Ohio Department of Development, major employers in Cuyahoga County include the Cleveland Health Clinic, University Hospital and KeyCorp. Geauga's County largest employers include Kinetico, Masco/Kraftmaid, Great Lakes Cheese Co. In Lake County, the major employers are Lake Hospital System Inc., the Lubrizol Corporation and Steris Corporation. In Lorain County, the major employers include the Ford Motor Company, Mercy Regional Medical Center and Lorain County Government. Medina County major employers are the Westfield Group, Medina County and Medina Hospital.

Based upon data obtained from the US Department of Labor, the unemployment rates for Cuyahoga, Geauga, Lake, Lorain and Medina counties were 5.8, 5.0, 5.4, 6.4 and 4.8 percent, respectively. Based on data obtained from the Ohio Department of Development 2014 report, the family poverty rates for Cuyahoga, Geauga, Lake, Lorain and Medina counties were 18.3, 8.1, 9.2, 14.6, and 7.4 percent respectively. The average individual poverty rate for the AA was 11.52 percent. In comparison, the individual poverty rate for the state of Ohio was 15.8 percent.

We reviewed one community contact obtained in 2014. This organization is a nonprofit intermediary that provides programs and services to implement neighborhood recovery strategies and invests in community revitalization to attract residents and small businesses to the area. The contact stated the organization received a Community Development Financial Institutions Fund award of \$1.3 million, but they had to raise matching funds, which was difficult to obtain. The organization is trying to raise matching funds for the new award cycle in 2015. The contact further stated current investors have provided lines of credit that are too short-term to be desirable and that longer terms of at least five years would be ideal. The contact noted additional debt capital is needed.

State of Maryland Full-Scope Area

Baltimore MSA AA

Demographic Information for Full-scope Area: Baltimore MSA						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	643	15.55	22.55	32.50	27.84	1.56
Population by Geography	2,543,355	11.31	21.66	34.62	31.87	0.54
Owner-Occupied Housing by Geography	642,574	6.08	17.67	38.09	38.15	0.01
Business by Geography	188,498	7.37	14.78	36.92	40.70	0.23
Farms by Geography	3,749	2.24	7.66	37.61	52.49	0.00
Family Distribution by Income Level	621,136	21.90	17.57	20.80	39.73	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	245,138	19.97	30.69	32.53	16.82	0.00
Median Family Income		81,788	Median Housing Value		292,994	
HUD Adjusted Median Family Income for 2014		83,500	Unemployment Rate (2014 Bureau of Labor Statistics)		5.5%	
Households Below Poverty Level		10%				

(*) The NA category consists of geographies that have not been assigned an income classification.

Source: 2010 US Census and 2014 HUD updated MFI

The Baltimore MSA AA includes the City of Baltimore and the complete counties of Anne Arundel, Baltimore, Harford, Howard, and Queen Anne’s in the state of Maryland. FNB commenced operations in the AA through acquisition activity in 2013 and 2014. The institutions FNB acquired included Bank of Annapolis, OBA Bank, and Baltimore County Savings Bank. FNB opened one new branch in Anne Arundel County in 2014 in a middle-income census tract.

FNB operates 27 full-service branches in the AA. As of June 30, 2014, FNB had a 1.46 percent deposit market share and ranked ninth of 66 financial institutions doing business in the Baltimore MSA AA. FNB’s three major competitors in the Baltimore MSA AA include Bank of America, which ranked number one in deposit share (26.7 percent) with 86 offices, Manufacturers and Traders Trust Company (23.1 percent) with 96 offices, PNC Bank (10.1 percent) with 88 offices.

According to the U. S. Bureau of Labor and Statistics, the 2014 annual unemployment rate for the Baltimore MSA AA was 5.5 percent, a decrease from 6.3 percent in 2013. According to the US Census Bureau’s American Community Survey, the 2009-2013 percentages of all people below poverty level in the Baltimore MSA AA ranged from a low of 4.6 percent in Howard County to a high of 8.9 percent in Baltimore County. For comparison, percentage of all people below the poverty level in the state of Maryland was 9.8 percent in the same period.

Education and health services, government, and professional and business services are prominent industries in the Baltimore MSA AA. Major employers include Fort George G. Meade, Johns Hopkins University and Health System, Aberdeen Proving Ground, and University System of Maryland. Industry and major employer information was obtained from Moody’s Analytics.

We reviewed one community contact in the AA obtained in 2014. The contact is a small business and technology development center located in Baltimore serving six counties in Maryland. The organization provides a variety of services to low- and moderate-income individuals and families. Services include providing entrepreneurs with the education, information, and tools necessary to build successful businesses. The contact noted its funding sources decreased in recent years because of budget cuts and consolidation and there is an ongoing need for additional funding to support the organization’s programs.

Multistate MSA Full-Scope Areas

Weirton MSA (MSA 48260 Weirton-Steubenville WV-OH)

Demographic Information for Full-scope Area: Weirton MSA						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	29	6.90	17.24	68.97	6.90	0.00
Population by Geography	93,778	4.15	11.40	77.81	6.64	0.00
Owner-Occupied Housing by Geography	29,005	0.91	8.47	83.47	7.15	0.00
Business by Geography	4,988	8.84	7.64	76.04	7.48	0.00
Farms by Geography	162	1.23	7.41	84.57	6.79	0.00
Family Distribution by Income Level	25,592	19.09	18.83	21.89	40.18	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	9,706	3.88	17.36	75.77	2.99	0.00
Median Family Income FFIEC Adjusted Median Family Income for 2014 Households Below Poverty Level		48,367 52,500 16%	Median Housing Value Unemployment Rate in AA (2014 US Bureau of Labor Statistics)		82,901 7.8%	

(*) The NA category consists of geographies that have not been assigned an income classification.

Source: 2010 US Census, 2014 FFIEC updated MFI, US Bureau of Labor Statistics

The Weirton-Steubenville WV-OH Assessment Area (Weirton MSA AA) is comprised of the complete counties of Brooke County, WV and Jefferson County, OH. FNB commenced branch operations in the AA January 1, 2012 through acquisition activity. The AA excludes Hancock County, WV although it is part of the Weirton-Steubenville WV-OH MSA 48260. Hancock County is excluded from the AA because FNB does not have a physical presence in the county.

FNB has four full-service branches in the AA. As of June 30, 2014, FNB had a 12.04 percent deposit market share in the AA and is ranked number 4 out of 10 financial institutions doing business in the Weirton MSA AA. The bank's three major competitors are The Huntington National Bank, which ranked number one in deposit market share (27.2 percent) with eight offices, Wesbanco Bank, Inc., which ranked number two in deposit share (17.2 percent) with three offices, and PNC Bank, which ranked number three in deposit share (16.1 percent) with four offices.

According to the U. S. Bureau of Labor and Statistics, the 2014 annual unemployment rate in the Weirton MSA AA was 7.8 percent, a decrease from 10.1 percent in 2013. According to the US Census Bureau's American Community Survey, the 2009-2013 percentages of persons below poverty level were 13.1 percent in Brooke County, WV and 16.6 percent in Jefferson County, OH compared to the Weirton-Steubenville MSA poverty rate of 16.0 percent. Statewide poverty rates for all persons in WV and OH for the same period was 17.9 percent and 15.8 percent, respectively.

Manufacturing, trade, transportation and utilities, education and health services, and local governments are prominent industries in the Weirton MSA AA. Major employers in Brooke County, WV include Weirton Medical Center, Wheeling-Pittsburgh Steel Corp., and Bethany College. Major employers in Jefferson County, OH include Trinity Health Systems, Wal-Mart Distribution Center, Titanium Metals Corporation, and First Energy. Other education related employers in education include Eastern Gateway Community College, Brooke County Board of Education, and Buckeye Local Board of Education. Industry and major employer information was obtained from the West Virginia Department of Commerce, West Virginia University Bureau of Business and Economic Research, and the Ohio Development Services Agency.

We reviewed one discussion with a community contact located in the AA that occurred in 2014. The contact represented an affordable housing organization that provides financial assistance and home ownership

counseling services to eligible individuals. The contact noted local banks are helping the organization provide affordable housing and there is a continued need to provide affordable housing in the area.

Youngstown MSA AA (MSA 49660 Youngstown-Warren-Boardman OH-PA)

Demographic Information for Full-scope Area: Youngstown MSA AA 2012-2014						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	155	10.32	21.94	50.97	16.77	0.00
Population by Geography	565,773	6.50	16.07	55.28	22.15	0.00
Owner-Occupied Housing by Geography	171,214	4.24	13.44	58.11	24.21	0.00
Business by Geography	35,663	6.30	12.78	51.36	29.56	0.00
Farms by Geography	1,567	1.53	4.98	70.84	22.65	0.00
Family Distribution by Income Level	151,238	20.09	17.99	22.29	39.63	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	57,590	10.49	23.66	52.45	13.40	0.00
Median Family Income FFIEC Adjusted Median Family Income 2014 Households Below Poverty Level		52,933 52,700 15%	Median Housing Value Unemployment Rate (2014 Bureau of Labor Statistics)		100,929 6.60%	

(*) The NA category consists of geographies that have not been assigned an income classification.
Source: 2010 US Census and 2014 FFIEC updated MFI

The Youngstown MSA AA is comprised of Mahoning and Trumbull counties in Ohio and Mercer County in Pennsylvania. The AA has population of 565,773 per 2010 census data. This represents a 6.2 percent decline since the 2000 census. According to the U. S. Bureau of Labor and Statistics, the 2014 annual unemployment rate for the AA was 6.6 percent. This is a decrease from 7.3 percent in 2013, but still remains above the 2014 annual rates for Ohio and Pennsylvania at 5.7 and 5.8 percent, respectively. According to the American Community Survey (ACS), the 2009-2013 percentages of persons in the AA living below poverty level were 16.7 percent. This compares unfavorably to state poverty rates for Ohio and Pennsylvania during the same period, of 15.8 and 13.3 percent, respectively.

As of December 31, 2014, FNB has 20 full service locations in the AA. The majority (12) of the branches are located in Mercer County, Pennsylvania. The remainders are divided between Mahoning (5) and Trumbull (3) counties in Ohio. As of June 30, 2014, FNB had a 12.4 percent deposit market share in the AA, ranking it number three out of 19. Its three major competitors are The Huntington National Bank which ranked number one in deposit market share (22.9 percent) with 42 offices; PNC Bank, which ranked number two in deposit share (13.2 percent) with 21 offices; and The Home Savings and Loan Company of Youngstown, Ohio which ranked fourth in deposit share (9.57 percent) with 14 offices.

According to the Pennsylvania Department of Labor and Industry and the Ohio Office of Policy, Research and Strategic Planning, prominent area industries include manufacturing, transportation, education, and healthcare. Major employers include General Motors, General Electric, Delphi Corporation, V&M Star, Sharon Pennsylvania Hospital Company, HM Health Partners, Valley Care Health System, and Youngstown State University.

During the evaluation, we reviewed one community contact made within the past twelve months, two from 2013, and two from 2012. One represented an economic development office, one was a neighborhood advocacy agency, and the remainders were focused on affordable housing efforts. Community contacts indicated opportunities exist for involvement by financial institutions in the areas of affordable housing, small business start-ups and workforce readiness, as well as financial literacy and home ownership programs.

Appendix D: Tables of Performance Data

Content of Standardized Tables

References to the “bank” include activities of any affiliates that the bank provided for consideration (refer to appendix A: Scope of the Evaluation). For purposes of reviewing the Lending Test tables, the following are applicable: (1) purchased loans are treated as originations/purchases and market share is the number of loans originated and purchased by the bank as a percentage of the aggregate number of reportable loans originated and purchased by all lenders in the MA/assessment area; (2) Partially geocoded loans (loans where no census tract is provided) cannot be broken down by income geographies and, therefore, are only reflected in the Total Loans in Core Tables 2 through 7 and part of Table 13; and (3) Partially geocoded loans are included in the Total Loans and % Bank Loans Column in Core Tables 8 through 12 and part of Table 13. Tables without data are not included in this PE.

The following is a listing and brief description of the tables:

Table 1. Lending Volume - Presents the number and dollar amount of reportable loans originated and purchased by the bank over the evaluation period by MA/assessment area. Community development loans to statewide or regional entities or made outside the bank’s assessment area may receive positive CRA consideration. See Interagency Q&As. 12 (i) - 5 and - 6 for guidance on when a bank may receive positive CRA consideration for such loans. Refer to the CRA section of the Compliance Policy intranet page for guidance on table placement.

Table 1. Other Products - Presents the number and dollar amount of any unreported category of loans originated and purchased by the bank over the evaluation period by MA/assessment area. Examples include consumer loans or other data that a bank may provide, at its option, concerning its lending performance. This two-page table lists specific categories.

Table 2. Geographic Distribution of Home Purchase Loans - Compares the percentage distribution of the number of loans originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies to the percentage distribution of owner-occupied housing units throughout those geographies. The table also presents market share information based on the most recent aggregate market data available.

Table 3. Geographic Distribution of Home Improvement Loans - See Table 2.

Table 4. Geographic Distribution of Home Mortgage Refinance Loans - See Table 2.

Table 5. Geographic Distribution of Multifamily Loans - Compares the percentage distribution of the number of multifamily loans originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies to the percentage distribution of multifamily housing units throughout those geographies. The table also presents market share information based on the most recent aggregate market data available.

Table 6. Geographic Distribution of Small Loans to Businesses - The percentage distribution of the number of small loans (less than or equal to \$1 million) to businesses originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies compared to the percentage distribution of businesses (regardless of revenue size) throughout those geographies. The table also presents market share information based on the most recent aggregate market data available. Because small business data are not available for geographic areas smaller than counties, it may be necessary to use geographic areas larger than the bank’s assessment area.

Table 7. Geographic Distribution of Small Loans to Farms - The percentage distribution of the number of small loans (less than or equal to \$500 thousand) to farms originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies compared to the percentage distribution of farms (regardless of revenue size) throughout those geographies. The table also presents market share information based on the

most recent aggregate market data available. Because small farm data are not available for geographic areas smaller than counties, it may be necessary to use geographic areas larger than the bank's assessment area.

Table 8. Borrower Distribution of Home Purchase Loans - Compares the percentage distribution of the number of loans originated and purchased by the bank to low-, moderate-, middle-, and upper-income borrowers to the percentage distribution of families by income level in each MA/assessment area. The table also presents market share information based on the most recent aggregate market data available.

Table 9. Borrower Distribution of Home Improvement Loans - See Table 8.

Table 10. Borrower Distribution of Refinance Loans - See Table 8.

Table 11. Borrower Distribution of Small Loans to Businesses - Compares the percentage distribution of the number of small loans (less than or equal to \$1 million) originated and purchased by the bank to businesses with revenues of \$1 million or less to the percentage distribution of businesses with revenues of \$1 million or less. In addition, the table presents the percentage distribution of the number of loans originated and purchased by the bank by loan size, regardless of the revenue size of the business. Market share information is presented based on the most recent aggregate market data available.

Table 12. Borrower Distribution of Small Loans to Farms - Compares the percentage distribution of the number of small loans (less than or equal to \$500 thousand) originated and purchased by the bank to farms with revenues of \$1 million or less to the percentage distribution of farms with revenues of \$1 million or less. In addition, the table presents the percentage distribution of the number of loans originated and purchased by the bank by loan size, regardless of the revenue size of the farm. Market share information is presented based on the most recent aggregate market data available.

Table 13. Geographic and Borrower Distribution of Consumer Loans (OPTIONAL) - For geographic distribution, the table compares the percentage distribution of the number of loans originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies to the percentage distribution of households within each geography. For borrower distribution, the table compares the percentage distribution of the number of loans originated and purchased by the bank to low-, moderate-, middle-, and upper-income borrowers to the percentage of households by income level in each MA/assessment area.

Table 14. Qualified Investments - Presents the number and dollar amount of qualified investments made by the bank in each MA/AA. The table separately presents investments made during prior evaluation periods that are still outstanding and investments made during the current evaluation period. Prior-period investments are reflected at their book value as of the end of the evaluation period. Current period investments are reflected at their original investment amount even if that amount is greater than the current book value of the investment. The table also presents the number and dollar amount of unfunded qualified investment commitments. In order to be included, an unfunded commitment must be legally binding and tracked and recorded by the bank's financial reporting system.

A bank may receive positive consideration for qualified investments in statewide/regional entities or made outside of the bank's assessment area. See Interagency Q&As. 12 (i) - 5 and - 6 for guidance on when a bank may receive positive CRA consideration for such investments. Refer to the CRA section of the Compliance Policy intranet page for guidance on table placement.

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings - Compares the percentage distribution of the number of the bank's branches in low-, moderate-, middle-, and upper-income geographies to the percentage of the population within each geography in each MA/AA. The table also presents data on branch openings and closings in each MA/AA.

Table 1. Lending Volume

LENDING VOLUME		Geography: STATE OF PENNSYLVANIA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					
Assessment Area (2014):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***	
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)		
Full Review:													
Pittsburgh MSA	37.61	8,376	823,388	3,255	426,963	32	1,403	11	29,832	11,671	1,281,586	48.18	
PA Non-MSA	31.67	7,252	554,586	2,520	272,648	130	7,619	3	5,532	9,828	830,447	22.61	
Limited Review:													
Altoona MSA	5.11	1,260	108,148	305	36,870	21	957	0	0	1,586	145,975	4.45	
Erie MSA	5.64	1,210	120,556	531	71,044	6	583	3	675	1,750	193,933	5.67	
Harrisburg MSA	0.82	137	34,560	117	24,330	0	0	0	0	254	58,890	1.26	
Johnstown MSA	7.77	1,936	115,938	473	42,624	3	191	0	0	2,412	158,753	5.94	
Reading MSA	0.25	36	10,272	41	11,782	0	0	2	27,634	79	49,688	0.27	
Scranton MSA	5.33	1,111	115,747	538	84,439	3	177	1	1,703	1,653	202,066	5.11	
State College MSA	4.20	907	140,364	371	44,771	26	1,131	0	0	1,304	186,266	5.16	
Williamsport MSA	1.38	301	34,922	123	17,047	5	255	0	0	429	52,224	1.26	
York MSA	0.22	27	5,095	39	9,211	1	40	0	0	67	14,346	0.09	

* Loan Data as of December 31, 2014. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2012 to December 31, 2014.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Pittsburgh MSA	1,406	37.71	2.13	1.35	19.20	18.28	50.85	47.30	27.82	33.07	1.51	1.80	2.39	1.51	1.24
PA Non-MSA	1,046	28.06	0.15	0.19	6.45	4.59	79.83	81.26	13.57	13.96	4.67	15.38	4.88	4.59	5.00
Limited Review:															
Altoona MSA	236	6.33	0.35	0.42	8.96	5.51	79.40	74.58	11.29	19.49	6.22	0.00	6.67	6.11	6.60
Erie MSA	234	6.28	3.95	2.56	13.43	17.95	47.72	43.59	34.90	35.90	2.69	6.25	2.92	2.89	2.18
Harrisburg MSA	49	1.31	2.47	0.00	14.11	14.29	52.76	36.73	30.67	48.98	0.26	0.00	0.32	0.22	0.29
Johnstown MSA	276	7.40	0.00	0.00	13.18	9.42	66.53	68.48	20.29	22.10	6.14	0.00	9.89	6.50	4.22
Reading MSA	15	0.40	7.11	53.33	5.12	6.67	60.26	26.67	27.51	13.33	0.16	2.73	0.00	0.07	0.07
Scranton MSA	176	4.72	0.68	0.57	14.42	13.07	61.66	61.36	23.24	25.00	1.35	0.00	1.05	1.64	0.94
State College MSA	201	5.39	0.05	1.00	12.86	12.94	59.40	57.21	27.69	28.86	3.64	0.00	3.68	3.48	3.91
Williamsport MSA	82	2.20	1.28	3.66	3.26	4.88	87.42	82.93	8.04	8.54	1.82	6.25	3.08	1.74	1.10
York MSA	7	0.19	2.71	0.00	6.40	0.00	69.57	57.14	21.33	42.86	0.00	0.00	0.00	0.00	0.00

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Pittsburgh MSA	2,193	36.54	2.13	1.32	19.20	31.92	50.85	46.88	27.82	19.88	10.97	6.62	16.61	10.19	8.70	
PA Non-MSA	2,029	33.81	0.15	0.00	6.45	5.17	79.83	88.42	13.57	6.41	23.41	20.00	31.89	23.33	9.86	
Limited Review:																
Altoona MSA	416	6.93	0.35	0.00	8.96	6.49	79.40	85.82	11.29	7.69	26.69	0.00	27.50	28.73	13.70	
Erie MSA	267	3.95	3.95	2.25	13.43	19.48	47.72	49.44	34.90	28.84	9.73	6.38	8.63	11.09	8.71	
Harrisburg MSA	9	0.15	2.47	0.00	14.11	0.00	52.76	77.78	30.67	22.22	0.20	0.00	0.00	0.26	0.19	
Johnstown MSA	571	9.51	0.00	0.00	13.18	10.51	66.53	72.68	20.29	16.81	31.98	0.00	34.85	30.89	35.51	
Reading MSA	4	0.07	7.11	0.00	5.12	0.00	60.26	50.00	27.51	50.00	0.00	0.00	0.00	0.00	0.00	
Scranton MSA	281	4.68	0.68	0.71	14.42	10.68	61.66	66.55	23.24	22.06	5.54	8.33	4.15	5.63	5.91	
State College MSA	188	3.13	0.05	1.06	12.86	21.28	59.40	66.49	27.69	11.17	16.30	100.00	16.98	16.96	13.10	
Williamsport MSA	68	1.13	1.28	1.47	3.26	0.00	87.42	86.76	8.04	11.76	4.57	0.00	0.00	4.36	11.54	
York MSA	6	0.10	2.71	0.00	6.40	16.67	69.57	66.67	21.33	16.67	0.12	0.00	2.63	0.00	0.00	

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF PENNSYLVANIA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014							
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Pittsburgh MSA	4,711	37.25	2.13	1.04	19.20	19.08	50.85	50.52	27.82	29.36	4.45	6.19	7.47	4.69	3.35
PA Non-MSA	4,147	32.79	0.15	0.00	6.45	4.53	79.83	86.69	13.57	8.78	12.59	4.76	16.32	12.96	5.93
Limited Review:															
Altoona MSA	605	4.78	0.35	0.17	8.96	4.63	79.40	82.98	11.29	12.23	11.21	0.00	7.00	11.90	9.09
Erie MSA	696	5.50	3.95	1.72	13.43	14.08	47.72	42.24	34.90	41.95	6.12	13.64	11.81	5.48	5.36
Harrisburg MSA	77	0.61	2.47	3.90	14.11	6.49	52.76	40.26	30.67	49.35	0.27	0.93	0.08	0.23	0.37
Johnstown MSA	1,085	8.58	0.00	0.00	13.18	8.02	66.53	68.85	20.29	23.13	19.66	0.00	26.80	19.97	17.29
Reading MSA	15	0.12	7.11	0.00	5.12	6.67	60.26	33.33	27.51	60.00	0.09	0.00	0.00	0.07	0.15
Scranton MSA	642	5.08	0.68	0.00	14.42	6.23	61.66	63.55	23.24	30.22	3.22	0.00	1.67	3.31	3.61
State College MSA	510	4.03	0.05	0.59	12.86	19.41	59.40	59.41	27.69	20.59	7.23	0.00	17.55	7.24	4.50
Williamsport MSA	147	1.16	1.28	2.72	3.26	2.72	87.42	82.99	8.04	11.56	3.12	7.14	4.26	2.92	4.24
York MSA	12	0.09	2.71	16.67	6.40	0.00	69.57	50.00	21.33	33.33	0.04	0.83	0.00	0.03	0.04

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Pittsburgh MSA	65	44.83	8.89	6.15	23.76	38.46	43.21	40.00	24.15	15.38	8.76	4.35	9.84	11.71	3.57	
PA Non-MSA	30	20.69	0.42	3.33	19.86	13.33	69.92	73.33	9.80	10.00	16.00	0.00	18.75	16.36	0.00	
Limited Review:																
Altoona MSA	3	2.07	16.97	33.33	16.25	0.00	53.00	66.67	13.78	0.00	14.29	25.00	0.00	20.00	0.00	
Erie MSA	13	8.97	22.73	0.00	13.35	38.46	27.67	30.77	36.25	30.77	19.23	0.00	20.00	15.38	28.57	
Harrisburg MSA	2	1.38	7.40	50.00	29.59	50.00	48.42	0.00	14.59	0.00	0.00	0.00	0.00	0.00	0.00	
Johnstown MSA	4	2.76	0.00	0.00	28.76	25.00	63.74	50.00	7.50	25.00	33.33	0.00	0.00	50.00	0.00	
Reading MSA	2	1.38	33.46	50.00	8.18	0.00	37.57	50.00	20.79	0.00	5.41	16.67	0.00	5.26	0.00	
Scranton MSA	12	8.28	16.20	0.00	25.74	33.33	46.13	50.00	11.94	16.67	3.53	0.00	10.00	2.50	0.00	
State College MSA	8	5.52	12.66	25.00	21.87	12.50	44.70	50.00	20.77	12.50	15.00	0.00	0.00	25.00	0.00	
Williamsport MSA	4	2.76	17.31	25.00	12.17	0.00	60.72	75.00	9.80	0.00	6.90	16.67	0.00	5.56	0.00	
York MSA	2	1.38	12.11	0.00	13.68	0.00	64.91	100.00	9.29	0.00	2.17	0.00	0.00	3.85	0.00	

* Based on 2013 Peer Mortgage Data - US and PR

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2010 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES															Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*													
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp									
Full Review:																								
Pittsburgh MSA	3,236	39.02	3.97	3.15	16.84	20.92	47.38	47.68	31.25	28.24	4.31	3.84	5.12	4.23	4.20									
PA Non-MSA	2,520	30.38	0.18	0.32	8.85	7.18	76.60	82.78	14.21	9.72	10.23	13.61	9.67	11.06	7.12									
Limited Review:																								
Altoona MSA	305	3.68	3.48	0.66	11.54	6.23	70.29	79.02	14.69	14.10	11.09	0.00	5.16	14.20	7.63									
Erie MSA	531	6.40	11.27	8.10	14.00	17.51	43.20	43.31	31.51	31.07	6.89	7.92	9.18	6.77	5.97									
Harrisburg MSA	117	1.41	2.90	0.85	24.54	25.64	45.01	40.17	27.53	33.33	1.21	0.97	1.35	0.96	1.58									
Johnstown MSA	473	5.70	0.00	0.00	12.25	7.19	68.78	73.36	18.98	19.45	13.68	0.00	12.35	14.73	12.04									
Reading MSA	41	0.49	10.28	12.20	7.58	2.44	54.67	58.54	27.47	26.83	0.25	0.91	0.00	0.26	0.19									
Scranton MSA	538	6.49	5.43	3.53	15.03	9.48	58.21	63.38	21.20	23.61	3.19	3.41	1.95	3.28	3.99									
State College MSA	371	4.47	5.96	4.31	10.78	20.75	49.49	56.60	32.95	18.33	8.54	6.48	14.77	9.67	5.99									
Williamsport MSA	123	1.48	3.82	0.00	3.97	2.44	84.95	90.24	7.26	7.32	3.99	0.00	4.62	3.88	6.20									
York MSA	39	0.47	6.74	20.51	7.55	5.13	66.02	41.03	19.69	33.33	0.39	0.36	0.25	0.29	0.87									

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS															
Geography: STATE OF PENNSYLVANIA							Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Pittsburgh MSA	32	14.10	1.16	0.00	14.31	21.88	60.68	75.00	23.71	3.13	5.77	0.00	5.26	7.14	0.00
PA Non-MSA	130	57.27	0.00	0.00	2.21	2.31	85.43	90.00	12.33	7.69	6.19	0.00	10.00	6.29	0.00
Limited Review:															
Altoona MSA	21	9.25	0.39	0.00	3.13	0.00	89.06	95.24	7.42	4.76	7.87	0.00	0.00	7.95	0.00
Erie MSA	6	2.64	1.42	0.00	9.40	16.67	63.39	66.67	25.78	16.67	4.26	0.00	12.50	2.78	0.00
Harrisburg MSA	0	0.00	0.32	0.00	9.81	0.00	64.40	0.00	25.47	0.00	0.00	0.00	0.00	0.00	0.00
Johnstown MSA	3	1.32	0.00	0.00	4.38	0.00	77.37	100.00	18.25	0.00	4.76	0.00	0.00	5.26	0.00
Reading MSA	0	0.00	0.96	0.00	5.59	0.00	69.65	0.00	23.80	0.00	0.00	0.00	0.00	0.00	0.00
Scranton MSA	3	1.32	1.06	0.00	7.63	0.00	63.77	100.00	27.54	0.00	0.00	0.00	0.00	0.00	0.00
State College MSA	26	11.45	0.00	0.00	13.45	46.15	62.25	50.00	23.90	3.85	11.11	0.00	12.90	11.63	0.00
Williamsport MSA	5	2.20	0.22	0.00	1.12	0.00	92.83	100.00	5.83	0.00	3.92	0.00	0.00	4.17	0.00
York MSA	1	0.44	0.73	0.00	2.39	0.00	77.45	100.00	19.43	0.00	0.77	0.00	0.00	0.89	0.00

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE															Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*													
	#	% of Total**	% Families***	% BANK Loans****	% Families ⁵	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp									
Full Review:																								
Pittsburgh MSA	1,406	37.71	20.37	11.33	18.11	22.65	21.89	19.17	39.62	46.84	1.40	1.89	1.61	1.12	1.35									
PA Non-MSA	1,046	28.06	18.24	9.84	19.27	19.78	22.91	24.75	39.58	45.64	1,046	5.32	4.45	3.88	5.58									
Limited Review:																								
Altoona MSA	236	6.33	19.37	8.19	18.28	17.67	23.04	20.69	39.32	53.45	6.80	8.53	5.21	5.21	8.58									
Erie MSA	234	6.28	20.77	13.53	17.99	20.29	21.23	22.22	40.02	43.96	2.57	1.73	2.62	1.97	3.15									
Harrisburg MSA	49	1.31	18.89	4.65	18.03	20.93	22.71	6.98	40.36	67.44	0.23	0.16	0.18	0.06	0.41									
Johnstown MSA	276	7.40	18.90	11.85	19.61	23.70	22.01	24.44	39.47	40.00	7.58	10.38	6.30	8.19	7.20									
Reading MSA	15	0.40	20.50	50.00	17.37	21.43	23.18	0.00	38.95	28.57	0.18	1.09	0.00	0.00	0.20									
Scranton MSA	176	4.72	20.34	13.17	18.03	21.56	21.66	22.75	39.97	42.51	1.45	0.94	1.62	1.14	1.68									
State College MSA	201	5.39	18.29	8.52	19.03	16.48	22.77	25.00	39.91	50.00	3.20	4.49	1.35	2.85	4.01									
Williamsport MSA	82	2.20	18.83	4.00	18.93	21.33	23.21	21.33	39.03	53.33	1.68	0.00	1.75	1.26	2.05									
York MSA	7	0.19	17.58	0.00	18.89	42.86	24.52	0.00	39.01	57.14	0.00	0.00	0.00	0.00	0.00									

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 8.4% of loans originated and purchased by bank.

5 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT															Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*													
	#	% of Total**	% Families***	% BANK Loans****	% Families ⁶	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp							
Full Review:																								
Pittsburgh MSA	2,193	36.36	20.37	15.67	18.11	23.96	21.89	25.09	39.62	35.27	10.84	14.41	12.49	11.18	8.94									
PA Non-MSA	2,029	33.64	18.24	15.17	19.27	21.53	22.91	27.14	39.58	36.15	23.66	28.08	26.79	24.60	20.56									
Limited Review:																								
Altoona MSA	416	6.90	19.37	17.69	18.28	22.36	23.04	27.27	39.32	32.68	27.34	31.33	34.17	27.56	22.12									
Erie MSA	267	4.43	20.77	17.69	17.99	20.38	21.23	22.69	40.02	39.23	9.72	16.79	9.41	5.67	10.40									
Harrisburg MSA	9	0.15	18.89	0.00	18.03	22.22	22.71	33.33	40.36	44.44	0.20	0.00	0.34	0.27	0.16									
Johnstown MSA	571	9.47	18.90	16.40	19.61	20.32	22.01	24.78	39.47	38.50	31.99	41.18	36.09	30.12	27.68									
Reading MSA	4	0.07	20.50	0.00	17.37	25.00	23.18	25.00	38.95	50.00	0.00	0.00	0.00	0.00	0.00									
Scranton MSA	281	4.66	20.34	14.13	18.03	24.64	21.66	25.00	39.97	36.23	5.52	6.33	6.05	5.26	5.16									
State College MSA	188	3.12	18.29	25.54	19.03	29.35	22.77	24.46	39.91	20.65	16.38	27.91	27.71	9.18	10.77									
Williamsport MSA	68	1.13	18.83	10.45	18.93	19.40	23.21	20.90	39.03	49.25	4.88	3.33	2.86	2.86	7.07									
York MSA	6	0.10	17.58	16.67	18.89	16.67	24.52	0.00	39.01	66.67	0.12	1.00	0.00	0.00	0.00									

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 2.5% of loans originated and purchased by bank.

6 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families ⁷	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Pittsburgh MSA	4,712	37.25	20.37	10.38	18.11	19.69	21.89	25.95	39.62	43.97	4.74	7.61	5.96	5.11	3.85	
PA Non-MSA	4,147	32.79	18.24	9.60	19.27	20.63	22.91	27.18	39.58	42.59	13.82	19.63	16.36	14.92	11.66	
Limited Review:																
Altoona MSA	605	4.78	19.37	8.72	18.28	21.54	23.04	26.67	39.32	43.08	12.40	12.98	12.28	14.18	11.38	
Erie MSA	696	5.50	20.77	8.26	17.99	19.62	21.23	25.37	40.02	46.76	6.60	10.89	8.31	6.89	5.16	
Harrisburg MSA	77	0.61	18.89	2.99	18.03	5.97	22.71	17.91	40.36	73.13	0.27	0.14	0.16	0.16	0.41	
Johnstown MSA	1,085	8.58	18.90	9.27	19.61	18.26	22.01	28.56	39.47	43.91	22.79	30.08	23.22	25.11	20.00	
Reading MSA	15	0.12	20.50	15.38	17.37	15.38	23.18	7.69	38.95	61.54	0.08	0.00	0.00	0.00	0.16	
Scranton MSA	642	5.08	20.34	6.89	18.03	15.22	21.66	24.84	39.97	53.04	3.58	3.97	2.65	3.38	3.94	
State College MSA	510	4.03	18.29	11.18	19.03	24.64	22.77	25.47	39.91	38.72	7.68	15.22	8.56	8.29	6.30	
Williamsport MSA	147	1.16	18.83	3.82	18.93	19.08	23.21	16.79	39.03	60.31	3.15	3.13	3.08	1.20	4.20	
York MSA	12	0.09	17.58	9.09	18.89	18.18	24.52	27.27	39.01	45.45	0.04	0.00	0.00	0.04	0.06	

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 3.1% of loans originated and purchased by bank.

⁷ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: STATE OF PENNSYLVANIA			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Pittsburgh MSA	3,255	39.16	70.98	55.05	67.04	18.96	14.01	4.31	4.69
PA Non-MSA	2,520	30.32	71.70	58.65	72.98	15.71	11.31	10.23	11.92
Limited Review:									
Altoona MSA	305	3.67	70.21	64.92	68.20	20.33	11.48	11.09	14.33
Erie MSA	531	6.39	70.22	60.45	65.73	19.21	15.07	6.89	8.26
Harrisburg MSA	117	1.41	68.56	53.85	47.86	23.08	29.06	1.21	1.36
Johnstown MSA	473	5.69	70.85	54.12	78.01	15.43	6.55	13.68	15.24
Reading MSA	41	0.49	72.26	41.46	29.27	29.27	41.46	0.25	0.25
Scranton MSA	538	6.47	70.59	57.62	61.15	20.07	18.77	3.19	3.43
State College MSA	371	4.46	68.73	69.27	70.08	16.71	13.21	8.54	9.69
Williamsport MSA	123	1.48	70.55	65.85	67.48	14.63	17.89	3.99	6.16
York MSA	39	0.47	71.99	74.36	48.72	15.38	35.90	0.39	0.60

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2014).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 14.05% of small loans to businesses originated and purchased by the bank.

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: STATE OF PENNSYLVANIA			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Pittsburgh MSA	32	14.10	97.35	56.25	90.63	9.38	0.00	5.77	5.88
PA Non-MSA	130	57.27	98.30	76.92	89.23	5.38	5.38	6.19	7.05
Limited Review:									
Altoona MSA	21	9.25	97.27	90.48	85.71	14.29	0.00	7.87	7.81
Erie MSA	6	2.64	98.15	66.67	66.67	16.67	16.67	4.26	3.57
Harrisburg MSA	0	0.00	97.81	0.00	0.00	0.00	0.00	0.00	0.00
Johnstown MSA	3	1.32	98.18	100.00	100.00	0.00	0.00	4.76	7.69
Reading MSA	0	0.00	97.36	0.00	0.00	0.00	0.00	0.00	0.00
Scranton MSA	3	1.32	97.46	66.67	66.67	33.33	0.00	0.00	0.00
State College MSA	26	11.45	97.79	100.00	88.46	11.54	0.00	11.11	14.52
Williamsport MSA	5	2.20	97.76	100.00	80.00	20.00	0.00	3.92	5.00
York MSA	1	0.44	97.46	0.00	100.00	0.00	0.00	0.77	0.00

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2014).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 18.94% of small loans to farms originated and purchased by the bank.

Table 14. Qualified Investments

QUALIFIED INVESTMENTS		Geography: STATE OF PENNSYLVANIA				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014				
Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**		
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)	
Full Review:										
Pittsburgh MSA	2	9,155	151	10,242	153	19,397	57.00	0	0	
PA Non-MSA	5	2,379	28	5,905	33	8,284	23.91	0	0	
Limited Review:										
Altoona MSA	0	0	5	11	5	11	0.03	0	0	
Erie MSA	0	0	10	76	10	76	0.22	0	0	
Harrisburg MSA	0	0	15	51	15	51	0.15	0	0	
Johnstown MSA	0	0	10	41	11	41	0.12	0	0	
Reading MSA	0	0	0	0	0	0	0.00	0	0	
Scranton MSA	1	4,090	13	8	14	4,098	11.83	0	0	
State College MSA	1	988	10	10	11	998	2.88	0	0	
Williamsport MSA	2	1,177	1	3	3	1180	3.40	0	0	
York MSA	0	0	1	157	1	157	0.45	0	0	
Regional Investments	2	830	3	3,611	5	4,441	11.58	0	0	

* 'Prior Period Investments' means investments made in a previous period that are outstanding as of the evaluation date.

** 'Unfunded Commitments' means legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS																	Geography: STATE OF PENNSYLVANIA				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014			
MA/Assessment Area:	Deposits	Branches						Branch Openings/Closings						Population										
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography										
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp							
Full Review:																								
Pittsburgh MSA	48.18	82	40.80	3.66	19.51	46.34	30.49	4	7	0	-4	-1	+2	4.06	21.40	47.75	26.39							
PA Non-MSA	22.61	52	25.87	0.00	15.38	73.08	11.54	1	13	0	0	-12	0	0.39	8.16	77.89	12.46							
Limited Review:																								
Altoona MSA	4.45	10	4.98	0.00	10.00	80.00	10.00	0	1	0	0	-1	0	1.26	12.28	76.00	10.46							
Erie MSA	5.67	10	4.98	10.00	20.00	40.00	30.00	1	0	0	0	0	+1	8.42	16.82	42.19	31.78							
Harrisburg MSA	1.26	3	1.49	0.00	33.33	0.00	66.67	2	0	0	+1	0	+1	4.99	19.09	48.69	26.54							
Johnstown MSA	5.94	12	5.97	0.00	25.00	58.33	16.67	1	2	0	+1	-1	-1	0.00	15.74	64.66	19.60							
Reading MSA	0.27	2	1.00	0.00	50.00	0.00	50.00	2	0	0	+1	0	+1	14.95	6.51	53.63	24.92							
Scranton MSA	5.11	14	6.97	0.00	14.29	71.43	14.28	0	3	0	0	-3	0	2.16	18.36	58.38	21.09							
State College MSA	5.16	12	5.97	8.33	16.67	50.00	25.00	0	3	0	-1	-1	-1	2.87	13.81	49.37	24.15							
Williamsport MSA	1.26	3	1.49	0.00	33.33	66.67	0.00	0	2	0	0	-2	0	3.77	7.18	81.92	7.13							
York MSA	0.09	1	0.50	100.00	0.00	0.00	0.00	0	0	0	0	0	0	6.68	7.48	66.08	19.76							

Table 1. Lending Volume

LENDING VOLUME												
Geography: STATE OF PENNSYLVANIA												
Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011												
Assessment Area (2011):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	
Full Review:												
Pittsburgh MSA	29.24	3,416	302,701	1,289	188,399	9	1,649	2	3,739	4,716	496,488	48.18
PA Non-MSA	37.85	4,817	321,755	1,249	155,669	38	2,233	0	0	6,104	479,657	22.07
Limited Review:												
Altoona MSA	6.21	764	62,247	218	27,017	19	986	0	0	1,001	90,250	4.45
Erie MSA	7.00	803	69,673	325	42,139	1	46	0	0	1,129	111,858	0.54
Harrisburg MSA	1.00	86	18,008	76	16,576	0	0	0	0	162	34,584	5.67
Johnstown MSA	9.54	1,343	77,818	191	22,052	5	213	0	0	1,539	100,083	1.26
Scranton MSA	2.39	292	28,116	93	15,196	0	0	0	0	385	43,312	5.94
State College MSA	4.83	560	56,785	215	30,122	4	75	0	0	779	86,982	0.27
Williamsport MSA	1.57	205	20,605	48	8,008	1	30	0	0	254	28,643	5.11
York MSA	0.37	25	4,835	34	8,484	0	0	0	0	59	13,319	5.16

* Loan Data as of December 31, 2011. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 22, 2011 to December 31, 2011.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE															Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*													
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp									
Full Review:																								
Pittsburgh MSA	548	28.42	1.23	1.28	17.74	20.44	54.91	49.64	26.11	28.65	1.08	0.83	1.70	1.21	0.76									
PA Non-MSA	700	36.31	0.19	0.00	8.43	7.14	77.94	83.00	13.44	9.86	4.86	0.00	3.09	5.17	3.61									
Limited Review:																								
Altoona MSA	132	6.85	0.17	0.76	13.78	6.82	76.33	78.03	9.73	14.39	6.36	25.00	4.03	6.20	8.89									
Erie MSA	139	7.21	1.45	0.72	10.88	10.07	59.21	53.96	28.47	35.25	2.72	11.11	5.00	2.38	2.72									
Harrisburg MSA	19	0.99	1.72	0.00	13.78	21.05	59.10	52.63	25.41	26.32	0.16	0.00	0.43	0.12	0.15									
Johnstown MSA	224	11.62	0.61	0.00	10.39	7.59	73.59	77.68	15.40	14.73	8.68	0.00	11.48	9.51	5.42									
Scranton MSA	52	2.70	0.00	0.00	8.75	11.54	73.69	61.54	17.56	26.92	0.93	0.00	0.71	0.84	1.18									
State College MSA	69	3.58	0.16	0.00	18.90	11.59	48.00	47.83	32.94	40.58	2.35	0.00	1.06	1.77	3.55									
Williamsport MSA	40	2.07	0.00	0.00	9.82	15.00	85.38	80.00	4.81	5.00	2.16	0.00	3.31	2.14	0.00									
York MSA	5	0.26	1.50	0.00	5.60	0.00	84.99	40.00	7.91	60.00	0.02	0.00	0.00	0.00	0.20									

* Based on 2011 Peer Mortgage Data (USPR)

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT															Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*													
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp									
Full Review:																								
Pittsburgh MSA	926	27.71	1.23	0.22	17.74	26.67	54.91	56.16	26.11	16.95	6.15	3.13	10.66	6.38	3.18									
PA Non-MSA	1,344	40.22	0.19	0.00	8.43	9.82	77.94	86.16	13.44	4.02	24.29	0.00	31.66	24.05	16.80									
Limited Review:																								
Altoona MSA	242	7.24	0.17	0.41	13.78	14.05	76.33	76.03	9.73	9.50	24.07	0.00	18.18	26.72	11.54									
Erie MSA	182	5.45	1.45	0.00	10.88	15.38	59.21	65.93	28.47	18.68	8.03	0.00	9.47	9.27	5.32									
Harrisburg MSA	9	0.27	1.72	11.11	13.78	0.00	59.10	55.56	25.41	33.33	0.22	5.56	0.00	0.25	0.00									
Johnstown MSA	381	11.40	0.61	0.00	10.39	10.24	73.59	75.59	15.40	14.17	27.12	0.00	32.65	26.36	28.43									
Scranton MSA	70	2.09	0.00	0.00	8.75	4.29	73.69	75.71	17.56	20.00	4.77	0.00	3.70	4.81	5.16									
State College MSA	128	3.83	0.16	1.56	18.90	18.75	48.00	61.72	32.94	17.97	16.37	0.00	13.43	21.64	9.71									
Williamsport MSA	53	1.59	0.00	0.00	9.82	9.43	85.38	84.91	4.81	5.66	5.80	0.00	6.25	5.47	11.11									
York MSA	7	0.21	1.50	0.00	5.60	0.00	84.99	100.00	7.91	0.00	0.31	0.00	0.00	0.38	0.00									

* Based on 2011 Peer Mortgage Data (USPR)

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF PENNSYLVANIA						Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011							
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Pittsburgh MSA	1,916	27.42	1.23	0.31	17.74	15.29	54.91	57.88	26.11	26.51	2.09	1.43	3.84	2.68	1.24
PA Non-MSA	2,764	39.56	0.19	0.04	8.43	8.61	77.94	85.56	13.44	5.79	11.26	0.00	17.34	11.52	6.05
Limited Review:															
Altoona MSA	387	5.54	0.17	0.26	13.78	8.27	76.33	75.97	9.73	15.50	9.70	0.00	10.53	9.87	8.33
Erie MSA	480	6.87	1.45	0.00	10.88	7.29	59.21	56.04	28.47	36.67	5.51	0.00	7.69	6.23	4.40
Harrisburg MSA	57	0.82	1.72	0.00	13.78	3.51	59.10	36.84	25.41	59.65	0.18	0.00	0.10	0.06	0.40
Johnstown MSA	735	10.52	0.61	0.68	10.39	8.84	73.59	77.01	15.40	13.47	16.98	40.00	38.89	17.02	10.76
Scranton MSA	168	2.40	0.00	0.00	8.75	7.14	73.69	59.52	17.56	33.33	1.63	0.00	2.60	1.80	1.19
State College MSA	360	5.15	0.16	0.83	18.90	19.72	48.00	46.94	32.94	32.50	5.17	0.00	8.75	5.86	3.45
Williamsport MSA	110	1.57	0.00	0.00	9.82	8.18	85.38	83.64	4.81	8.18	2.50	0.00	2.35	2.33	5.26
York MSA	10	0.14	1.50	0.00	5.60	0.00	84.99	80.00	7.91	20.00	0.00	0.00	0.00	0.00	0.00

* Based on 2011 Peer Mortgage Data (USPR)

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Pittsburgh MSA	26	48.15	10.57	3.85	23.83	26.92	38.98	38.46	26.62	30.77	10.63	0.00	9.52	6.85	21.62	
PA Non-MSA	9	16.67	1.92	0.00	21.10	0.00	64.94	77.78	12.04	22.22	8.33	0.00	0.00	11.76	0.00	
Limited Review:																
Altoona MSA	3	5.56	19.46	0.00	19.06	0.00	49.55	100.00	11.94	0.00	21.43	0.00	0.00	25.00	0.00	
Erie MSA	2	3.70	15.44	0.00	21.13	0.00	36.83	50.00	26.60	50.00	5.00	0.00	0.00	0.00	100.00	
Harrisburg MSA	1	1.85	6.60	0.00	23.95	0.00	53.90	100.00	15.55	0.00	1.59	0.00	0.00	3.57	0.00	
Johnstown MSA	3	5.56	21.55	0.00	20.92	0.00	52.02	100.00	5.51	0.00	14.29	0.00	0.00	25.00	0.00	
Scranton MSA	2	3.70	0.00	0.00	27.66	0.00	64.24	100.00	8.10	0.00	6.67	0.00	0.00	9.09	0.00	
State College MSA	3	5.56	14.13	0.00	22.65	33.33	31.57	66.67	31.65	0.00	20.00	0.00	16.67	28.57	0.00	
Williamsport MSA	2	3.70	0.00	0.00	45.93	50.00	53.06	50.00	1.00	0.00	8.00	0.00	7.69	8.33	0.00	
York MSA	3	5.56	10.18	66.67	15.29	33.33	73.13	0.00	1.41	0.00	0.00	0.00	0.00	0.00	0.00	

* Based on 2011 Peer Mortgage Data (USPR)

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2000 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES			Geography: STATE OF PENNSYLVANIA				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share (%) by Geography*				
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans						
Full Review:																
Pittsburgh MSA	1,283	34.39	2.75	1.17	16.36	19.17	46.23	49.73	34.54	29.93	2.70	1.49	3.34	2.84	2.40	
PA Non-MSA	1,249	33.48	0.62	0.72	9.82	10.01	72.99	80.54	16.57	8.73	8.51	15.38	9.08	8.79	8.78	
Limited Review:																
Altoona MSA	218	5.84	4.16	0.92	14.00	6.88	69.98	77.06	11.86	15.14	11.70	6.82	6.33	13.72	15.00	
Erie MSA	325	8.71	5.99	1.85	14.33	8.31	53.62	61.54	26.06	28.31	6.97	3.83	3.85	8.07	6.85	
Harrisburg MSA	76	2.04	2.23	2.63	14.71	5.26	59.52	53.95	23.55	38.16	1.07	2.15	0.86	1.02	1.35	
Johnstown MSA	191	5.12	6.82	3.14	9.29	14.66	67.35	68.06	16.55	14.14	10.40	9.33	10.14	11.14	9.06	
Scranton MSA	93	2.49	0.00	0.00	9.73	15.05	71.40	59.14	18.87	25.81	1.80	0.00	3.00	1.66	2.14	
State College MSA	214	5.74	9.90	5.14	13.08	10.75	41.21	62.62	35.61	21.50	8.35	6.11	9.05	11.40	5.46	
Williamsport MSA	48	1.29	0.00	0.00	20.90	33.33	74.70	58.33	4.40	8.33	2.49	0.00	3.50	2.10	4.62	
York MSA	34	0.91	5.86	14.71	7.23	0.00	78.81	55.88	8.10	29.41	0.43	1.62	0.00	0.24	1.94	

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2011).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS			Geography: STATE OF PENNSYLVANIA				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share (%) by Geography*				
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans						
Full Review:																
Pittsburgh MSA	9	11.54	0.58	0.00	12.16	22.22	64.04	77.78	23.20	0.00	5.88	0.00	18.18	3.23	0.00	
PA Non-MSA	38	50.00	0.05	0.00	3.71	2.63	85.59	94.74	10.65	2.63	4.55	0.00	6.67	4.44	8.33	
Limited Review:																
Altoona MSA	19	24.36	0.00	0.00	6.83	5.26	84.17	89.47	8.99	5.26	13.33	0.00	33.33	11.90	0.00	
Erie MSA	1	1.28	1.08	0.00	3.13	0.00	74.76	100.00	21.03	0.00	0.00	0.00	0.00	0.00	0.00	
Harrisburg MSA	0	0.00	0.30	0.00	4.31	0.00	78.78	0.00	16.62	0.00	0.00	0.00	0.00	0.00	0.00	
Johnstown MSA	5	6.41	1.09	0.00	1.82	0.00	80.00	100.00	17.09	0.00	36.36	0.00	0.00	40.00	0.00	
Scranton MSA	0	0.00	0.00	0.00	4.57	0.00	67.84	0.00	27.59	0.00	0.00	0.00	0.00	0.00	0.00	
State College MSA	4	5.13	0.96	0.00	16.18	50.00	55.49	50.00	27.36	0.00	5.00	0.00	3.57	8.70	0.00	
Williamsport MSA	1	1.28	0.00	0.00	4.03	0.00	93.74	100.00	2.24	0.00	1.64	0.00	0.00	1.69	0.00	
York MSA	0	0.00	0.47	0.00	1.48	0.00	91.62	0.00	6.44	0.00	0.00	0.00	0.00	0.00	0.00	

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2011).

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE															Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*													
	#	% of Total**	% Families***	% BANK Loans****	% Families ₈	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp									
Full Review:																								
Pittsburgh MSA	548	28.42	19.53	13.24	18.74	25.30	22.04	18.18	39.70	43.28	1.07	1.28	1.21	0.75	1.13									
PA Non-MSA	700	36.31	18.05	11.05	19.87	24.59	23.94	22.53	38.14	41.83	5.12	6.26	4.54	3.75	6.31									
Limited Review:																								
Altoona MSA	132	6.85	18.13	12.31	19.05	20.00	24.47	21.54	38.35	46.15	6.94	7.32	4.21	6.18	9.74									
Erie MSA	139	7.21	18.52	9.85	18.90	21.21	23.47	18.94	39.12	50.00	2.79	3.46	3.15	1.91	2.94									
Harrisburg MSA	19	0.99	17.68	22.22	19.03	22.22	23.88	16.67	39.41	38.89	0.18	0.53	0.19	0.14	0.06									
Johnstown MSA	224	11.62	17.49	12.33	19.68	23.29	23.76	24.20	39.06	40.18	10.43	15.31	10.53	8.42	10.54									
Scranton MSA	52	2.70	19.48	15.69	18.97	25.49	22.94	17.65	38.61	41.18	1.00	0.78	0.56	1.14	1.28									
State College MSA	69	3.58	18.06	6.06	19.42	15.15	23.44	33.33	39.09	45.45	2.49	2.56	1.34	2.89	2.81									
Williamsport MSA	40	2.07	16.64	2.86	20.03	17.14	24.76	28.57	38.57	51.43	2.06	1.33	2.15	1.58	2.37									
York MSA	5	0.26	15.97	0.00	19.58	20.00	27.05	20.00	37.40	60.00	0.02	0.00	0.06	0.00	0.00									

* Based on 2011 Peer Mortgage Data (USPR)

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 4.5% of loans originated and purchased by bank.

8 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*					
	#	% of Total**	% Families***	% BANK Loans****	% Families ⁹	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid
Full Review:																
Pittsburgh MSA	926	27.71	19.53	16.02	18.74	26.41	22.04	27.51	39.70	30.06	6.25	8.47	8.79	6.45	4.23	
PA Non-MSA	1,344	40.22	18.05	15.74	19.87	22.52	23.94	27.86	38.14	33.89	24.60	31.75	27.95	24.60	20.43	
Limited Review:																
Altoona MSA	242	7.24	18.13	13.50	19.05	22.36	24.47	22.78	38.35	41.35	24.10	33.33	25.47	27.00	19.12	
Erie MSA	182	5.45	18.52	16.29	18.90	32.02	23.47	20.22	39.12	31.46	7.94	12.63	9.25	6.20	7.00	
Harrisburg MSA	9	0.27	17.68	11.11	19.03	44.44	23.88	11.11	39.41	33.33	0.23	0.00	0.00	0.26	0.43	
Johnstown MSA	381	11.40	17.49	11.67	19.68	21.49	23.76	25.20	39.06	41.64	27.82	23.94	31.62	27.21	27.27	
Scranton MSA	70	2.09	19.48	20.29	18.97	20.29	22.94	24.64	38.61	34.78	5.02	6.43	4.46	4.59	4.96	
State College MSA	128	3.83	18.06	23.77	19.42	30.33	23.44	23.77	39.09	22.13	15.77	22.45	24.68	14.10	9.09	
Williamsport MSA	53	1.59	16.64	13.21	20.03	16.98	24.76	30.19	38.57	39.62	6.13	10.71	8.20	5.49	5.03	
York MSA	7	0.21	15.97	42.86	19.58	0.00	27.05	57.14	37.40	0.00	0.32	0.90	0.00	0.80	0.00	

* Based on 2011 Peer Mortgage Data (USPR)

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 1.7% of loans originated and purchased by bank.

⁹ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF PENNSYLVANIA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*					
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹⁰	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp	
Full Review:																
Pittsburgh MSA	1,916	27.42	19.53	9.86	18.74	21.03	22.04	25.85	39.70	43.25	2.26	4.83	3.06	2.64	1.66	
PA Non-MSA	2,764	39.56	18.05	10.36	19.87	20.35	23.94	28.29	38.14	41.00	12.27	22.36	13.49	13.51	10.00	
Limited Review:																
Altoona MSA	387	5.54	18.13	6.70	19.05	22.35	24.47	21.51	38.35	49.44	10.05	17.00	15.21	7.93	8.73	
Erie MSA	480	6.87	18.52	11.06	18.90	17.79	23.47	22.78	39.12	48.37	5.90	13.41	5.89	4.43	5.83	
Harrisburg MSA	57	0.82	17.68	4.00	19.03	8.00	23.88	14.00	39.41	74.00	0.20	0.13	0.15	0.04	0.35	
Johnstown MSA	735	10.52	17.49	8.04	19.68	18.19	23.76	27.36	39.06	46.40	18.87	37.18	28.93	20.54	14.22	
Scranton MSA	168	2.40	19.48	11.95	18.97	21.38	22.94	25.16	38.61	41.51	1.86	3.70	2.78	1.73	1.44	
State College MSA	360	5.15	18.06	11.24	19.42	22.48	23.44	25.36	39.09	40.92	5.67	15.15	7.04	5.47	4.36	
Williamsport MSA	110	1.57	16.64	4.76	20.03	18.10	24.76	22.86	38.57	54.29	2.74	1.69	1.84	3.31	2.81	
York MSA	10	0.14	15.97	0.00	19.58	20.00	27.05	10.00	37.40	70.00	0.00	0.00	0.00	0.00	0.00	

* Based on 2011 Peer Mortgage Data (USPR)

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 3.7% of loans originated and purchased by bank.

¹⁰ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: STATE OF PENNSYLVANIA			Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Pittsburgh MSA	1,289	34.48	62.54	60.98	64.08	18.85	17.07	2.70	3.06
PA Non-MSA	1,249	33.41	67.57	59.33	66.69	20.74	12.57	8.51	10.11
Limited Review:									
Altoona MSA	218	5.83	66.02	61.47	66.51	20.64	12.84	11.70	15.41
Erie MSA	325	8.69	65.43	62.15	66.46	20.62	12.92	6.97	8.93
Harrisburg MSA	76	2.03	63.28	51.32	48.68	18.42	32.89	1.07	1.24
Johnstown MSA	191	5.11	66.21	63.87	73.82	13.61	12.57	10.40	13.03
Scranton MSA	93	2.49	64.75	70.97	53.76	26.88	19.35	1.80	2.28
State College MSA	215	5.75	54.31	69.77	67.91	14.88	17.21	8.35	10.23
Williamsport MSA	48	1.28	66.40	56.25	60.42	22.92	16.67	2.49	3.32
York MSA	34	0.91	67.35	64.71	35.29	32.35	32.35	0.43	0.72

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2011).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 6.38% of small loans to businesses originated and purchased by the bank.

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: STATE OF PENNSYLVANIA			Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Pittsburgh MSA	9	11.69	97.34	22.22	55.56	11.11	33.33	5.88	3.85
PA Non-MSA	38	49.35	98.16	89.47	86.84	7.89	5.26	4.55	4.12
Limited Review:									
Altoona MSA	19	24.68	97.48	89.47	84.21	15.79	0.00	13.33	15.38
Erie MSA	1	1.30	98.32	100.00	100.00	0.00	0.00	0.00	0.00
Harrisburg MSA	0	0.00	98.26	0.00	0.00	0.00	0.00	0.00	0.00
Johnstown MSA	5	6.49	97.09	100.00	100.00	0.00	0.00	36.36	33.33
Scranton MSA	0	0.00	97.01	0.00	0.00	0.00	0.00	0.00	0.00
State College MSA	4	5.19	97.69	100.00	100.00	0.00	0.00	5.00	5.66
Williamsport MSA	1	1.30	97.76	100.00	100.00	0.00	0.00	1.64	1.69
York MSA	0	0.00	97.79	0.00	0.00	0.00	0.00	0.00	0.00

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2011).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 2.60% of small loans to farms originated and purchased by the bank.

Table 1. Lending Volume

LENDING VOLUME		Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014						
Assessment Area (2014):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
Cleveland MSA	74.13	1,760	300,410	296	65,562	1	10	3	12,749	2,059	377,982	77.94
Limited Review:												
Akron MSA	20.11	509	84,030	49	11,712	0	0	0	0	558	95,742	19.70
Wheeling MSA	5.77	122	8,715	37	2,669	1	49	0	0	160	11,433	2.36

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Over all	Low	Mod	Mid	Upp
Full Review:															
Cleveland MSA	433	74.02	5.68	0.92	13.81	3.46	41.98	27.02	38.53	68.59	0.79	0.44	0.26	0.57	1.08
Limited Review:															
Akron MSA	141	24.10	4.58	0.00	18.89	2.13	42.20	23.40	34.33	74.47	0.76	0.00	0.08	0.43	1.30
Wheeling MSA	11	1.88	2.55	0.00	13.21	18.18	67.51	72.73	16.73	9.09	0.44	0.00	1.54	0.45	0.00

Table 1:

* Loan Data as of December 31, 2014. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2012 to December 31, 2014.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT			Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans						
Full Review:																
Cleveland MSA	60	74.07	5.68	0.00	13.81	5.00	41.98	30.00	38.53	65.00	0.28	0.00	0.00	0.20	0.53	
Limited Review:																
Akron MSA	6	7.41	4.58	0.00	18.89	0.00	42.20	50.00	34.33	50.00	0.00	0.00	0.00	0.00	0.00	
Wheeling MSA	15	18.52	2.55	0.00	13.21	13.33	67.51	80.00	16.73	6.67	2.34	0.00	2.86	3.05	0.00	

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE			Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans						
Full Review:																
Cleveland MSA	1,250	73.23	5.68	0.64	13.81	3.12	41.98	29.84	38.53	66.40	2.29	0.94	0.86	1.49	3.25	
Limited Review:																
Akron MSA	361	21.15	4.58	0.28	18.89	0.55	42.20	29.09	34.33	70.08	1.90	0.32	0.10	1.25	3.13	
Wheeling MSA	96	5.62	2.55	2.08	13.21	9.38	67.51	69.79	16.73	18.75	4.72	5.88	4.76	5.82	2.28	

Table 3:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Cleveland MSA	17	94.44	15.05	17.65	27.16	29.41	38.98	41.18	18.81	11.76	2.91	5.26	2.99	2.22	3.33
Limited Review:															
Akron MSA	1	5.56	15.36	0.00	23.22	0.00	36.44	100.00	24.98	0.00	2.22	0.00	0.00	6.25	0.00
Wheeling MSA	0	0.00	14.67	0.00	18.08	0.00	48.12	0.00	19.13	0.00	0.00	0.00	0.00	0.00	0.00

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Cleveland MSA	295	77.43	7.57	4.07	13.13	15.59	38.38	38.98	40.56	41.36	0.15	0.00	0.23	0.15	0.15
Limited Review:															
Akron MSA	49	12.86	7.51	2.04	16.09	6.12	35.89	18.37	40.52	73.47	0.24	0.00	0.14	0.13	0.40
Wheeling MSA	37	9.71	6.17	5.41	12.35	10.81	53.24	67.57	28.24	16.22	1.53	2.17	0.00	2.68	0.44

Table 5:

* Based on 2013 Peer Mortgage Data - US and PR

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2010 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans						
Full Review:																
Cleveland MSA	1	50.00	2.59	0.00	7.73	0.00	44.16	0.00	45.49	100.00	1.10	0.00	0.00	0.00	2.38	
Limited Review:																
Akron MSA	0	0.00	1.59	0.00	12.66	0.00	51.38	0.00	34.37	0.00	0.00	0.00	0.00	0.00	0.00	
Wheeling MSA	1	50.00	0.00	0.00	2.88	0.00	77.78	100.00	19.34	0.00	0.00	0.00	0.00	0.00	0.00	

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share*				
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹¹	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Cleveland MSA	433	74.02	21.71	3.96	17.29	14.69	20.69	17.95	40.30	63.40	0.89	0.50	0.67	0.63	1.29	
Limited Review:																
Akron MSA	141	24.10	20.77	3.55	17.80	18.44	22.01	16.31	39.42	61.70	0.88	0.30	0.65	0.74	1.29	
Wheeling MSA	11	1.88	19.91	10.00	20.36	0.00	21.44	20.00	38.29	70.00	0.51	0.00	0.00	1.29	0.38	

Table 7:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 8:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 0.9% of loans originated and purchased by bank.

¹¹ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share*				
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families*	% BANK Loans****	% Families ¹²	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Cleveland MSA	60	74.07	21.71	7.02	17.29	5.26	20.69	24.56	40.30	63.16	0.29	1.00	0.18	0.17	0.21	
Limited Review:																
Akron MSA	6	7.41	20.77	0.00	17.80	0.00	22.01	33.33	39.42	66.67	0.00	0.00	0.00	0.00	0.00	
Wheeling MSA	15	18.52	19.91	23.08	20.36	7.69	21.44	15.38	38.29	53.85	1.50	4.35	0.00	0.00	2.33	

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹³	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Cleveland MSA	1,250	73.23	21.71	3.16	17.29	12.08	20.69	23.28	40.30	61.48	2.66	1.39	1.99	2.41	3.15	
Limited Review:																
Akron MSA	361	21.15	20.77	4.21	17.80	14.33	22.01	21.35	39.42	60.11	2.17	1.16	1.76	1.78	2.71	
Wheeling MSA	96	5.62	19.91	5.32	20.36	12.77	21.44	28.72	38.29	53.19	5.05	4.44	6.73	4.02	5.14	

Table 9:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 6.2% of loans originated and purchased by bank.

12 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 1.4% of loans originated and purchased by bank.

13 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES									
Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Cleveland MSA	296	77.49	70.43	39.86	51.01	18.92	30.07	0.15	0.16
Limited Review:									
Akron MSA	49	12.83	69.88	30.61	44.90	26.53	28.57	0.24	0.06
Wheeling MSA	37	9.69	68.50	70.27	78.38	21.62	0.00	1.53	3.91

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS									
Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Cleveland MSA	1	50.00	97.00	100.00	100.00	0.00	0.00	1.10	2.50
Limited Review:									
Akron MSA	0	0.00	97.72	0.00	0.00	0.00	0.00	0.00	0.00
Wheeling MSA	1	50.00	98.77	0.00	100.00	0.00	0.00	0.00	0.00

Table 11:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2014).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 36. 13% of small loans to businesses originated and purchased by the bank.

Table 12:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2014).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 50. 00% of small loans to farms originated and purchased by the bank.

Table 14. Qualified Investments

QUALIFIED INVESTMENTS		Geography: STATE OF OHIO				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014			
Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**	
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)
Full Review:									
Cleveland MSA	0	0	3	16	3	16	94.12	0	0
Limited Review:									
Akron MSA	0	0	2	1	2	1	5.88	0	0
Wheeling MSA	0	0	0	0	0	0	0.00	0	0

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS														Geography: STATE OF OHIO				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014			
MA/Assessment Area:	Deposits	Branches						Branch Openings/Closings				Population									
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography							
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp				
Full Review:																					
Cleveland MSA	84.62	16	76.19	0.00	12.50	31.25	56.25	1	0	0	0	+1	0	10.38	17.42	38.71	33.49				
Limited Review:																					
Akron MSA	11.79	3	14.29	0.00	0.00	0.00	100.00	0	0	0	0	0	0	9.27	20.30	39.41	31.03				
Wheeling MSA	3.59	2	9.52	0.00	0.00	100.00	0.00	0	0	0	0	0	0	3.81	13.41	61.51	21.27				

Table 14:

* 'Prior Period Investments' means investments made in a previous period that are outstanding as of the evaluation date.

** 'Unfunded Commitments' means legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

Table 1. Lending Volume

LENDING VOLUME		Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011						
Assessment Area (2011):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	
Full Review:												
Cleveland MSA	100.00	46	5,421	57	8,826	0	0	0	0	103	14,247	100.00

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Cleveland MSA	4	100.00	0.00	0.00	2.04	0.00	58.09	100.00	39.87	0.00	0.08	0.00	0.00	0.15	0.00

Table 1:

* Loan Data as of December 31, 2011. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 22, 2011 to December 31, 2011.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2:

* Based on 2011 Peer Mortgage Data (USPR)

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT		Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share (%) by Geography*				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans					
Full Review:															
Cleveland MSA	8	100.00	0.00	0.00	2.04	0.00	58.09	62.50	39.87	37.50	1.61	0.00	0.00	2.17	0.99

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share (%) by Geography*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans					
Full Review:															
Cleveland MSA	33	100.00	0.00	0.00	2.04	0.00	58.09	57.58	39.87	42.42	0.16	0.00	0.00	0.22	0.11

Table 3:

* Based on 2011 Peer Mortgage Data (USPR)

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4:

* Based on 2011 Peer Mortgage Data (USPR)

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY			Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011								
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Cleveland MSA	1	100.00	0.00	0.00	7.67	100.00	83.52	0.00	8.80	0.00	12.50	0.00	100.00	0.00	0.00

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES			Geography: STATE OF OHIO				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011								
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Cleveland MSA	57	100.00	0.00	0.00	3.87	0.00	54.20	54.39	41.92	45.61	0.70	0.00	0.00	0.61	0.89

Table 5:

* Based on 2011 Peer Mortgage Data (USPR)

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2000 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2011).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Cleveland MSA	0	0.00	0.00	0.00	2.08	0.00	56.55	0.00	41.37	0.00	0.00	0.00	0.00	0.00	0.00	

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*					
	#	% of Total**	% Families***	% BANK Loans****	% Families 14	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp	
Full Review:																
Cleveland MSA	4	100.00	12.32	0.00	17.37	33.33	24.08	0.00	46.23	66.67	0.06	0.00	0.00	0.00	0.15	

Table 7:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2011).

Table 8:

* Based on 2011 Peer Mortgage Data (USPR)

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 25.0% of loans originated and purchased by bank.

14 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share*				
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹⁵	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Cleveland MSA	8	100.00	12.32	12.50	17.37	25.00	24.08	37.50	46.23	25.00	1.63	0.00	1.54	3.92	1.09	

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF OHIO					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011					Market Share*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹⁶	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Cleveland MSA	33	100.00	12.32	3.13	17.37	21.88	24.08	25.00	46.23	50.00	0.19	0.00	0.21	0.21	0.19	

Table 9:

* Based on 2011 Peer Mortgage Data (USPR)

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 0.0% of loans originated and purchased by bank.

15 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10:

* Based on 2011 Peer Mortgage Data (USPR)

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 3.0% of loans originated and purchased by bank.

16 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: STATE OF OHIO			Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Cleveland MSA	57	100.00	68.89	68.42	43.86	36.84	19.30	0.70	1.18

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: STATE OF OHIO			Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Cleveland MSA	0	0.00	97.31	0.00	0.00	0.00	0.00	0.00	0.00

Table 11:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2011).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 0.00% of small loans to businesses originated and purchased by the bank.

Table 12:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2011).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 0.00% of small loans to farms originated and purchased by the bank.

Table 1. Lending Volume

LENDING VOLUME		Geography: STATE OF MARYLAND				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014						
Assessment Area (2014):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
Baltimore MSA	100.00	335	82,211	241	54,230	0	0	2	3,110	578	139,551	100.00

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: STATE OF MARYLAND				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Baltimore MSA	70	100.00	6.08	1.43	17.67	7.14	38.10	40.00	38.15	51.43	0.04	0.00	0.00	0.05	0.05

Table 1:

* Loan Data as of December 31, 2014. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2012 to December 31, 2014.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT		Geography: STATE OF MARYLAND				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans					
Full Review:															
Baltimore MSA	62	100.00	6.08	0.00	17.67	6.45	38.10	41.94	38.15	51.61	0.14	0.00	0.00	0.07	0.30

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF MARYLAND				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans					
Full Review:															
Baltimore MSA	199	100.00	6.08	2.01	17.67	11.56	38.10	33.17	38.15	53.27	0.05	0.00	0.00	0.03	0.09

Table 3:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: STATE OF MARYLAND					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Baltimore MSA	4	100.00	14.63	0.00	28.77	0.00	35.54	50.00	21.07	50.00	0.56	0.00	0.00	2.17	0.00	

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES		Geography: STATE OF MARYLAND					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Baltimore MSA	241	100.00	7.37	4.56	14.78	7.47	36.92	38.17	40.70	49.79	0.26	0.05	0.02	0.20	0.40	

Table 5:

* Based on 2013 Peer Mortgage Data - US and PR

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2010 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS		Geography: STATE OF MARYLAND					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans						
Full Review:																
Baltimore MSA	0	0.00	2.24	0.00	7.66	0.00	37.61	0.00	52.49	0.00	0.00	0.00	0.00	0.00	0.00	

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE		Geography: STATE OF MARYLAND					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share*				
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families 17	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Baltimore MSA	70	100.00	21.90	6.35	17.57	15.87	20.80	15.87	39.73	61.90	0.05	0.03	0.04	0.06	0.04	

Table 7:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 8:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 10.0% of loans originated and purchased by bank.

17 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: STATE OF MARYLAND					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*					
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹⁸	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp	
Full Review:																
Baltimore MSA	62	100.00	21.90	6.67	17.57	26.67	20.80	16.67	39.73	50.00	0.13	0.00	0.21	0.00	0.21	

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: STATE OF MARYLAND					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*					
	#	% of Total**	% Families***	% BANK Loans****	% Families ¹⁹	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp	
Full Review:																
Baltimore MSA	199	100.00	21.90	10.00	17.57	21.05	20.80	18.42	39.73	50.53	0.07	0.06	0.08	0.07	0.06	

Table 9:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 3.2% of loans originated and purchased by bank.

¹⁸ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 4.5% of loans originated and purchased by bank.

¹⁹ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: STATE OF MARYLAND			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Baltimore MSA	241	100.00	70.65	53.53	45.64	21.58	32.78	0.26	0.21

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: STATE OF MARYLAND			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Baltimore MSA	0	0.00	95.01	0.00	0.00	0.00	0.00	0.00	0.00

Table 11:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2014).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 6.22% of small loans to businesses originated and purchased by the bank.

Table 12:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2014).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 0.00% of small loans to farms originated and purchased by the bank.

Table 14. Qualified Investments

QUALIFIED INVESTMENTS		Geography: STATE OF MARYLAND				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014			
Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**	
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)
Full Review:									
Baltimore MSA	0	0	5	965	5	965	100.00	0	0

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS		Geography: STATE OF MARYLAND				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014											
MA/Assessment Area:	Deposits	Branches				Branch Openings/Closings				Population							
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:																	
Baltimore MSA	100.00	26	100.00	3.85	0.00	46.15	50.00	1	0	0	0	+1	0	11.31	21.66	34.62	31.87

Table 14:

* 'Prior Period Investments' means investments made in a previous period that are outstanding as of the evaluation date.

** 'Unfunded Commitments' means legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

Table 1. Lending Volume

LENDING VOLUME													Geography: Youngstown Multistate MSA		Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014	
Assessment Area (2014):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***				
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)					
Full Review:																
Youngstown MSA	100.00	2,989	246,739	1,030	143,759	20	1,351	3	1,133	4,042	392,982	100.00				

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE															Geography: Youngstown Multistate MSA		Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014	
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*							
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp			
Full Review:																		
Youngstown MSA	518	100.00	4.24	0.39	13.44	6.95	58.11	64.09	24.21	28.57	3.76	4.00	5.54	3.73	3.48			

Table 1:

* Loan Data as of December 31, 2014. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2012 to December 31, 2014.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT		Geography: Youngstown Multistate MSA				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	596	100.00	4.24	1.34	13.44	14.43	58.11	63.26	24.21	20.97	20.32	22.22	28.57	20.65	16.30

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: Youngstown Multistate MSA				Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014									
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	1,839	100.00	4.24	0.49	13.44	8.70	58.11	61.83	24.21	28.98	8.08	6.38	10.93	8.40	7.02

Table 3:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	36	100.00	10.25	13.89	23.63	19.44	49.04	47.22	17.08	19.44	30.91	100.0	42.86	21.21	27.27

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	1,030	100.00	6.30	3.98	12.78	10.58	51.36	55.44	29.56	30.00	7.40	6.75	7.89	8.10	6.65

Table 5:

* Based on 2013 Peer Mortgage Data - US and PR

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2010 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share (%) by Geography*				
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans						
Full Review:																
Youngstown MSA	20	100.00	1.53	0.00	4.98	0.00	70.84	95.00	22.65	5.00	14.08	0.00	0.00	15.00	9.09	

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					Market Share*				
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Overall	Low	Mod	Mid	Upp	
	#	% of Total**	% Families***	% BANK Loans****	% Families 20	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****						
Full Review:																
Youngstown MSA	518	100.00	20.09	7.61	17.99	21.56	22.29	23.04	39.63	47.78	3.88	2.84	2.94	3.30	5.29	

Table 7:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 8:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 8.7% of loans originated and purchased by bank.

20 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ²¹	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	596	100.00	20.09	10.43	17.99	21.57	22.29	26.43	39.63	41.57	19.67	17.92	17.92	19.85	20.98

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014								
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ²²	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	1,839	100.00	20.09	9.24	17.99	19.73	22.29	25.11	39.63	45.92	8.80	9.59	9.22	8.44	8.74

Table 9:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 3.5% of loans originated and purchased by bank.

²¹ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 4.1% of loans originated and purchased by bank.

²² Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: Youngstown Multistate MSA			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Youngstown MSA	1,030	100.00	72.04	61.17	63.88	20.97	15.15	7.40	8.76

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: Youngstown Multistate MSA			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Youngstown MSA	20	100.00	98.40	100.00	80.00	10.00	10.00	14.08	21.28

Table 11:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2014).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 10.29% of small loans to businesses originated and purchased by the bank.

Table 12:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2014).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 0.00% of small loans to farms originated and purchased by the bank.

Table 14. Qualified Investments

QUALIFIED INVESTMENTS		Geography: Youngstown Multistate MSA				Evaluation Period: JANUARY 22, 2011 TO DECEMBER 31, 2014			
Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**	
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)
Full Review:									
Youngstown MSA	1	39	39	131	40	170	100.00	0	0

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS				Geography: Youngstown Multistate MSA				Evaluation Period: JANUARY 22, 2011 TO DECEMBER 31, 2014									
MA/Assessment Area:	Deposits	Branches				Branch Openings/Closings				Population							
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:																	
Youngstown MSA	100.00	20	100.00	5.00	15.00	65.00	15.00	1	3	0	0	-2	0	6.50	16.07	55.28	22.15

* 'Prior Period Investments' means investments made in a previous period that are outstanding as of the evaluation date.

** 'Unfunded Commitments' means legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

Table 1. Lending Volume

LENDING VOLUME		Geography: Youngstown Multistate MSA				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011						
Assessment Area (2011):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
Youngstown MSA	100.00	1,763	134,466	591	91,922	4	370	0	0	2,358	226,758	100.00

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: Youngstown Multistate MSA				Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	279	100.00	2.55	0.36	11.77	6.09	64.91	74.19	20.77	19.35	3.28	14.29	3.91	3.97	1.74

Table 1:

* Loan Data as of December 31, 2011. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 22, 2011 to December 31, 2011.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2:

* Based on 2011 Peer Mortgage Data (USPR)

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT		Geography: Youngstown Multistate MSA						Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011							
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	356	100.00	2.55	0.84	11.77	8.15	64.91	76.97	20.77	14.04	21.15	20.00	25.93	23.21	12.57

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: Youngstown Multistate MSA						Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011							
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	1,122	100.00	2.55	0.18	11.77	5.35	64.91	78.16	20.77	16.31	6.28	0.00	15.31	8.03	2.67

Table 3:

* Based on 2011 Peer Mortgage Data (USPR)

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4:

* Based on 2011 Peer Mortgage Data (USPR)

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Youngstown MSA	6	100.00	9.03	0.00	16.22	0.00	58.72	83.33	16.03	16.67	9.09	0.00	0.00	9.09	16.67	

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011									
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*					
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp	
Full Review:																
Youngstown MSA	589	100.00	3.98	4.41	11.45	10.36	57.22	63.84	27.20	21.39	6.09	7.97	8.08	6.78	4.20	

Table 5:

* Based on 2011 Peer Mortgage Data (USPR)

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2000 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2011).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS		Geography: Youngstown Multistate MSA						Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011							
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	4	100.00	0.82	0.00	4.19	0.00	74.33	100.00	20.66	0.00	3.33	0.00	0.00	3.70	0.00

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE		Geography: Youngstown Multistate MSA						Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011							
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ₂₃	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	279	100.00	18.74	11.32	18.92	23.77	22.62	22.26	39.71	42.64	3.54	2.72	3.14	3.32	4.37

Table 7:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2011).

Table 8:

* Based on 2011 Peer Mortgage Data (USPR)

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 5.0% of loans originated and purchased by bank.

23 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011								
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ²⁴	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	356	100.00	18.74	11.85	18.92	21.10	22.62	30.64	39.71	36.42	21.14	17.44	23.08	23.25	19.60

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: Youngstown Multistate MSA					Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011								
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ²⁵	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Youngstown MSA	1,122	100.00	18.74	9.46	18.92	18.73	22.62	26.50	39.71	45.32	6.90	9.91	6.95	6.76	6.49

Table 9:

* Based on 2011 Peer Mortgage Data (USPR)

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 2.8% of loans originated and purchased by bank.

²⁴ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10:

* Based on 2011 Peer Mortgage Data (USPR)

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2000 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 4.8% of loans originated and purchased by bank.

²⁵ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: Youngstown Multistate MSA			Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Youngstown MSA	591	100.00	66.68	57.53	61.42	19.80	18.78	6.09	7.45

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: Youngstown Multistate MSA			Evaluation Period: JANUARY 1, 2010 TO DECEMBER 31, 2011				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Youngstown MSA	4	100.00	98.80	75.00	75.00	25.00	0.00	3.33	0.00

Table 11:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2011).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 10.32% of small loans to businesses originated and purchased by the bank.

Table 12:

* Based on 2011 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2011).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 0.00% of small loans to farms originated and purchased by the bank.

Table 1. Lending Volume

LENDING VOLUME		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area (2014):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
Weirton MSA	100.00	557	32,641	163	17,104	0	0	0	0	720	49,745	100.0

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014							
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	67	100.00	0.91	0.00	8.47	7.46	83.47	83.58	7.15	8.96	2.87	0.00	0.00	2.89	5.00

Table 1:

* Loan Data as of December 31, 2014. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2012 to December 31, 2014.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

Table 2:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT		Geography: Weirton Multistate MSA								Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	161	100.00	0.91	0.62	8.47	1.86	83.47	86.34	7.15	11.18	25.45	100.00	0.00	25.87	33.33

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE		Geography: Weirton Multistate MSA								Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans****	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	325	100.00	0.91	0.31	8.47	4.00	83.47	76.92	7.15	18.77	14.58	0.00	12.31	13.68	24.44

Table 3:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 4:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014							
Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of MF Units***	% BANK Loans****	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	% MF Units***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	4	100.00	15.62	0.00	18.48	0.00	59.11	75.00	6.79	25.00	25.00	0.00	0.00	18.18	100.0

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014							
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	163	100.00	8.84	15.34	7.64	2.45	76.04	73.01	7.48	9.20	6.67	8.16	3.23	6.68	11.67

Table 5:

* Based on 2013 Peer Mortgage Data - US and PR

** Multi-family loans originated and purchased in the MA/AA as a percentage of all multi-family loans originated and purchased in the rated area.

*** Percentage of Multi Family Units is the number of multi family units in a particular geography divided by the number of multifamily housing units in the area based on 2010 Census information.

**** Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

Table 6:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014							
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	% of Farms***	% BANK Loans	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	0	0.00	1.23	0.00	7.41	0.00	84.57	0.00	6.79	0.00	0.00	0.00	0.00	0.00	0.00

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014							
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ₂₆	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	67	100.00	19.09	6.67	18.83	18.33	21.89	33.33	40.18	41.67	3.36	6.98	3.73	2.63	3.06

Table 7:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2014).

Table 8:

* Based on 2013 Peer Mortgage Data - US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 10.4% of loans originated and purchased by bank.

26 Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT		Geography: Weirton Multistate MSA								Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ²⁷	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	161	100.00	19.09	4.43	18.83	20.25	21.89	25.32	40.18	50.00	25.69	7.14	33.33	17.54	29.29

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE		Geography: Weirton Multistate MSA								Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014					
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% BANK Loans****	% Families ²⁸	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Overall	Low	Mod	Mid	Upp
Full Review:															
Weirton MSA	325	100.00	19.09	6.29	18.83	16.67	21.89	28.93	40.18	48.11	15.97	13.33	12.35	21.13	15.15

Table 9:

* Based on 2013 Peer Mortgage Data - US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 1.9% of loans originated and purchased by bank.

²⁷ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 10:

* Based on 2013 Peer Mortgage Data - US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 2.2% of loans originated and purchased by bank.

²⁸ Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: Weirton Multistate MSA			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
Weirton MSA	163	100.00	67.88	58.90	75.46	12.88	11.66	5.15	13.91

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: Weirton Multistate MSA			Evaluation Period: JANUARY 1, 2012 TO DECEMBER 31, 2014				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
Weirton MSA	0	0.00	98.77	0.00	0.00	0.00	0.00	0.00	0.00

Table 11:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2014).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 13.50% of small loans to businesses originated and purchased by the bank.

Table 12:

* Based on 2013 Peer Small Business Data - US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2014).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 0.00% of small loans to farms originated and purchased by the bank.

Table 14. Qualified Investments

QUALIFIED INVESTMENTS		Geography: Weirton Multistate MSA				Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014			
Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**	
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)
Full Review:									
Weirton MSA	0	0	2	>1	2	>1	100.00	0	0

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS		Geography: Weirton Multistate MSA						Evaluation Period: JANUARY 11, 2011 TO DECEMBER 31, 2014									
MA/Assessment Area:	Deposits	Branches				Branch Openings/Closings				Population							
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:																	
Weirton MSA	100.00	4	100.00	0.00	0.00	100.00	0.00	0	1	0	0	0	-1	4.15	11.40	77.81	6.64

* 'Prior Period Investments' means investments made in a previous period that are outstanding as of the evaluation date.

** 'Unfunded Commitments' means legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

EXHIBIT “I”

PUBLIC DISCLOSURE

March 23, 2015

COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION

**Yadkin Bank
Certificate Number 19861**

**325 East Front Street
Statesville, North Carolina 28677**

**Federal Deposit Insurance Corporation
10 Tenth Street, N. E., Suite 800
Atlanta, Georgia 30309**

NOTE:

This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, nor should it be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

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GENERAL INFORMATION

The Community Reinvestment Act (CRA) requires each federal financial supervisory agency to use its authority when examining financial institutions subject to its supervision, to assess the institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. Upon conclusion of such examination, the agency must prepare a written evaluation of the institution's record of meeting the credit needs of its community.

*This document is an evaluation of the Community Reinvestment Act (CRA) performance of **Yadkin Bank** prepared by the **Federal Deposit Insurance Corporation**, the institution's supervisory agency, as of **March 23, 2015**. The agency rates the CRA performance of an institution consistent with the provisions set forth in Appendix A to 12 CFR Part 345.*

INSTITUTION'S CRA RATING

INSTITUTION'S CRA RATING: This institution is rated Satisfactory.

LENDING, INVESTMENT, AND SERVICE TEST TABLE

The following table indicates the performance level of the institution with respect to the lending, investment, and service tests.

PERFORMANCE LEVELS	Yadkin Bank		
	PERFORMANCE TESTS		
	Lending Test*	Investment Test	Service Test
Outstanding			
High Satisfactory	X		X
Low Satisfactory		X	
Needs to Improve			
Substantial Noncompliance			

* Note: The lending test is weighted more heavily than the investment and service tests when arriving at an overall rating.

LENDING TEST

The lending test is rated High Satisfactory for the following reasons.

- Lending levels reflect good responsiveness to the assessment areas' credit needs.
- An adequate percentage of loans are made in the assessment areas.
- The geographic distribution reflects good penetration of home loans, small business loans, and small farm loans throughout the assessment areas.
- The distribution of borrowers reflects good penetration among retail customers of different income levels, businesses of different sizes, and farms of different sizes.
- The bank has made an adequate level of community development loans.
- The bank makes extensive use of flexible lending practices to serve the assessment areas' credit needs.

INVESTMENT TEST

The investment test is rated Low Satisfactory for the following reasons.

- The bank has an adequate level of qualified community development investments and grants.
- The bank rarely uses innovative and/or complex investments to support community development initiatives.

SERVICE TEST

The service test is rated High Satisfactory for the following reasons.

- The service delivery systems of the bank are reasonably accessible to geographies and individuals of different income levels in the assessment areas.
- The bank's record of opening and closing branches has not adversely affected the accessibility of delivery system, including to low- and moderate-income geographies and to low- and moderate-income individuals.
- Services, including business hours, do not vary in a way that inconveniences certain portions of the bank's assessment areas.
- The bank provides a relatively high level of community development services.

INSTITUTION

DESCRIPTION OF INSTITUTION

Yadkin Bank is a state-chartered, commercial bank headquartered in Statesville, North Carolina. The bank is a wholly-owned subsidiary of Yadkin Financial Corporation, a one-bank holding company. As of December 31, 2014, the bank had assets of approximately \$4.3 billion, which is a significant increase from the last evaluation dated May 14, 2012, when assets were \$2 billion. The increase in asset size is due to the primarily to the July 4, 2014, merger with VantageSouth Bank headquartered in Raleigh, North Carolina. The merger created one of the largest community banks headquartered in North Carolina and expanded Yadkin's branches from 34 (31 in North Carolina and 3 in South Carolina) to 74 (71 in North Carolina and 3 in South Carolina). Yadkin Bank actually gained 41 branches from the merger; however, 1 was subsequently closed in August 2014. Of the 41 acquired branches, 19 are in upper-income tracts, 10 in middle-income tracts, 7 in middle-income distressed tracts, and 5 in moderate-income tracts. The 1 branch that was subsequently closed was located in an upper-income tract. Additionally, the bank opened a new branch in September 2014 in Charlotte, North Carolina, in an upper-income tract. The bank also closed a branch office in Creedmoor, North Carolina, located in a middle-income census tract in July 2013.

The bank has five limited liability companies (LLCs), Green Street I, LLC, Green Street II, LLC, Green Street III, LLC, Green Street IV, LLC and Green Street V, LLC. The purpose of those LLCs is to hold, maintain, and sell real estate properties acquired by the bank. The bank also owns 100 percent of High House Road Trustee, LLC and PBRE, Inc., both of which act as trustee on real estate collateral.

On January 23, 2013, the bank dissolved its mortgage subsidiary, Sidus Financial, LLC, and established a mortgage division within the bank. The mortgage division is headquartered in Greensboro, North Carolina. The mortgage division operates 12 mortgage production offices, 9 of which are located outside the assessment areas. On April 18, 2013, the bank changed the name of its securities brokerage subsidiary from Main Street Investment Services, Inc. to Yadkin Wealth, Inc. The brokerage subsidiary has offices located throughout the branching network.

Yadkin Bank offers a range of banking services, including checking accounts, savings accounts, money market accounts, certificates of deposit, individual retirement accounts, wealth management, insurance, loans for real estate, construction, and commercial purpose, and consumer loans. As of the December 31, 2014, Consolidated Reports of Condition and Income, Yadkin Bank had \$4.3 billion in assets of which loans comprised \$2.9 billion or approximately 67.4 percent. Non-farm non-residential and 1 – 4 family residential loans represented the largest segments of the portfolio at 38.8 percent and 22.2 percent, respectively. The bank originates mortgages to sell on the secondary market, which is not reflected in the loan portfolio. During the review period, Yadkin Bank sold approximately 4,000 loans totaling \$652.1 million. The following table presents the distribution of the loan portfolio by loan type.

Table 1 -Loan Portfolio Distribution as of December 31, 2014		
Loan Type	Dollar Amount (\$000s)	Percent of Total Loans (%)
Construction and Land Development	400,868	13.7
Secured by Farmland	66,701	2.3
1-4 Family Residential	648,751	22.2
Multi-Family (5 or more) Residential	161,269	5.5
Non-Farm Non Residential	1,132,565	38.8
Commercial and Industrial	422,882	14.5
Agricultural	27,839	1.0
Consumer	36,874	1.3
Obligations of State & Political Subdivisions	11,714	0.4
Loans to Non-depository Financial Institutions	7,210	0.2
Other Loans	2,569	0.1
Less Unearned Income	(771)	(0.0)
Total Loans	2,918,471	100.0

Source: December 31, 2014, Consolidated Report of Condition and Income

The institution has provided for the credit needs of the assessment areas in a manner consistent with its size, financial capacity, location, and resources and local economic conditions. There are no financial or legal impediments, other than legal lending limits, to prevent the bank from meeting the credit needs of its assessment areas. At the previous CRA evaluation dated May 14, 2012, the bank received a “Satisfactory” CRA rating using the Large Bank Examination Procedures. A review of FDIC records since the last examination as well as the public CRA file did not reveal any complaints relating to the CRA performance since the prior evaluation.

SCOPE OF EXAMINATION

The bank merged with VantageSouth Bank in July 2014, which more than doubled its asset size from \$1.8 billion to \$4.2 billion. The merger also expanded the bank’s branching footprint across middle and eastern North Carolina where the bank previously did not have offices. Given the merger occurred toward the end of the evaluation period, the focus of this evaluation is on pre-merger CRA activity of Yadkin Bank and does not include Home Mortgage Disclosure Act (HMDA) or CRA lending data from the former VantageSouth Bank. However, the Community Development Lending and the Investment and Service Tests cover the period from the date of the previous examination through the examination date. However, no community development activities were evident during 2015; therefore, none are included. The investment test includes investments made during this period and prior investments still outstanding. Branching network information is for the core Yadkin Bank without the addition of VantageSouth Bank branches, none of which were located in the bank’s stated assessment areas.

In evaluating the bank’s performance, examiners used the Large Bank CRA Examination Procedures: Lending Test, Investment Test, and Service Test. The Lending Test includes a

review of loans reported pursuant to HMDA and CRA data collection requirements for 2012 through 2014. The level of home improvement loans is minimal and is presented within the core tables in Appendix D; however, such are not discussed in detail within the evaluation given the limited lending level and overall nominal impact on the rating assigned. Small farm loans represent a very small portion of the portfolio; however, in the North Carolina Non Metropolitan Statistical Area (Non-MSA) and the Charlotte MSA assessment area, sufficient loans were made for analysis and are presented for those two areas only.

The tables in Appendix D present 2013 lending figures as this is the most recent year for which aggregate data is available for comparison purposes. The written analysis of lending includes primarily 2013 lending; however, 2012 and 2014 lending performance was also reviewed and anomalies are discussed where appropriate. The lending analysis considers primarily the number of loans rather than the dollar amount. However, the evaluation of the overall performance also considers the dollar amount of lending. Additionally, for the Lending Test’s loan distribution performance factors, *Geographic Distribution of Lending* and *Borrower Distribution of Lending*, the discussion focuses only on loans that were originated in the assessment areas.

Home mortgage lending and small business lending are given equal weight, because the lending by number and amount of the loans reviewed is similar. Performance in North Carolina received the most weight in the evaluation as it accounts for nearly 67 percent of the lending, 59 percent of deposits, and 62 percent of branches. Within North Carolina, the Non-MSA assessment area received the most weight based on the significant lending volume, deposits, and branches in that area. Secondary weight was assigned to the Charlotte, NC-SC Multi-State MSA assessment area. Performance in South Carolina received nominal weight. Table 2 presents the assessment areas’ weighting.

Table 2 – Assessment Areas’ Weighting				
Assessment Area	Loans %	Deposits %	Offices %	Review Level
Charlotte-Gastonia-Rock Hill, NC-SC MSA	29.9	35.5	32.4	Full-Scope
North Carolina				
Durham-Chapel Hill, NC MSA	9.6	8.1	8.8	Full-Scope
Winston-Salem NC MSA	5.3	10.1	8.8	Limited-Scope
NC Non-MSA	51.9	41.0	44.1	Full-Scope
Subtotal North Carolina	66.8	59.2	61.7	2 – Full-Scope
South Carolina				
SC Non-MSA	3.3	5.3	5.9	Full-Scope

Source: Bank Data and FDIC Summary of Deposits as of June 30, 2014

DESCRIPTION OF ASSESSMENT AREAS

On February 28, 2013, the Office of Management and Budget (“OMB”) released revised delineations of Metropolitan Statistical Areas (MSA) / Metropolitan Divisions (MD). The new MSA/MD definitions were applicable to HMDA data collected on or after January 1, 2014. The OMB’s revisions moderately impacted the designations (MSA versus Non-MSA) of Yadkin Bank’s defined assessment areas. The largest impact occurred within the Charlotte MSA

assessment area and the North Carolina Non-MSA assessment area as one of the counties moved from the Non-MSA assessment area into the Charlotte MSA assessment area. However, since the current evaluation focuses on the bank’s 2012 and 2013 performance, the demographics and information based on the January 1, 2014, MSA changes are not separately presented in this evaluation.

Yadkin Bank has 5 assessment areas located in North Carolina and South Carolina. Bank performance in each state and the multi-state MSA is rated separately. The bank defined each assessment area in accordance with the technical requirements of the CRA regulation. These assessment areas do not arbitrarily exclude any low- or moderate-income geographies. A detailed description of each assessment area, including demographic and economic data, is contained within the comments for each assessment area subject to a full-scope review. Table 3 lists each assessment area.

Table 3 – CRA Rated Areas	
Assessment Areas	Counties
Charlotte-Gastonia-Rock Hill, NC-SC MSA (Charlotte NC-SC MSA)	Mecklenburg, Union, and York
Durham-Chapel Hill, NC MSA (Durham NC MSA)	Durham and Orange
Winston-Salem NC MSA	Yadkin
NC Non-MSA	Ashe, Avery, Iredell, Surry, Watauga, and Wilkes
SC Non-MSA	Cherokee

Source: Bank Records.

Competition

Yadkin Bank competes with a number of other financial institutions in its assessment areas. Refer to the Description of Institution’s Operations in each section in this public evaluation for further details on the bank’s competition.

Community Contact

During a CRA evaluation, it is customary for examiners to contact various persons and/or organizations within the institution's assessment areas to gain insight regarding local economic conditions and credit needs. Two community contacts were referenced for this examination. One contact with an organization that provides affordable housing to low- and moderate-income families in Mecklenburg County stated that the organization’s biggest challenge is funding because the demand for affordable housing is higher than the available sources of funds to build additional housing developments. The contact explained that the organization operates with a waiting list for properties, many of which are closed because the waiting list has reached its maximum. Furthermore, studies show that the shortage of affordable housing will only continue to grow as the economy expands and more people move to Mecklenburg County. The other contact with an economic development organization in Cherokee County stated that the economy has experienced strong business growth, but suffers from a lack of skilled labor to support the businesses. The contact indicated that banks have placed an emphasis on affordable housing

loans and appear to have deemphasized lending for redevelopment projects that benefit the broader community.

Identification of Credit Needs

A review of demographic and economic data, as well as community contact information, indicate the need for affordable housing loans, redevelopment loans, and affordable education loans in the assessment areas. In particular, community contacts noted the need for affordable housing loans in an expanding economy and redevelopment loans to further revitalize the communities.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS

LENDING TEST

The lending test evaluates an institution's record of helping to meet the credit needs of its assessment area(s) by considering an institution's home mortgage, small business, small farm, and community development lending. Yadkin Bank's lending performance was evaluated pursuant to the following criteria: 1) the lending activity in the assessment areas; 2) the geographic distribution of lending within the assessment areas; 3) the distribution of loans among borrowers of different income levels and businesses and farms of different sizes; 4) the level of community development lending; and 5) the use of innovative or flexible lending practices.

Lending Activity and Assessment Area Concentration

Lending levels reflect good responsiveness to assessment area credit area needs. An adequate percentage of loans were made in the institutions assessment area. Loans reported pursuant to HMDA and CRA data collection requirements for 2012 and 2013 were reviewed for the lending test performance. From a total of 5,728 CRA and HMDA loans totaling approximately \$887.9 million, 59.4 percent by number and 56.8 percent by dollar, were originated within the assessment areas. The percentage of home mortgage loans located within the assessment areas was substantially lower than the other products reviewed. This results from the activities of the mortgage division where a significant number of loans are originated outside the assessment areas. Table 4 presents the distribution of loans inside and outside the assessment area.

Table 4 – Distribution of Loans Inside and Outside of the Assessment Area										
Loan Category or Type	Number of Loans					Dollars in Loans (000s)				
	Inside		Outside		Total	Inside		Outside		Total
	#	%	#	%		\$	%	\$	%	
HMDA 2012	993	47.6	1,092	52.4	2,085	164,396	47.8	179,245	52.2	343,641
HMDA 2013	701	40.2	1,042	59.8	1,743	121,759	41.2	174,013	58.8	295,772
Subtotal	1,694	44.3	2,134	55.7	3,828	286,155	44.7	353,258	55.3	639,413
CRA 2012	680	91.9	60	8.1	740	81,932	90.6	8,520	9.4	90,452
CRA 2013	830	89.6	96	10.4	926	121,155	85.8	19,979	14.2	141,134
Subtotal	1,510	90.6	156	9.4	1,666	203,087	87.7	28,499	12.3	231,586
Small Farm 2012	88	83.8	17	16.2	105	6,157	90.6	639	9.4	6,796
Small Farm 2013	112	86.8	17	13.2	129	8,522	84.7	1,543	15.3	10,065
Subtotal	200	85.5	34	14.5	234	14,679	87.1	2,182	12.9	16,861
Total	3,404	59.4	2,324	40.6	5,728	503,921	56.8	383,939	43.2	887,860

Source: HMDA and CRA Disclosure Statements (2012 and 2013)

As of December 31, 2014, the net loan-to-deposit ratio was 89.6 percent, while the bank's average quarterly net loan-to-deposit ratio since the previous CRA evaluation was 86.7 percent.¹ The bank's net loan-to-deposit ratio has fluctuated between 80.2 percent and 94.0 percent since the previous CRA evaluation in May 2012. The ratios reflect a good level of lending overall.

Geographic Distribution of Lending

The geographic distribution of loans reflects good penetration throughout the assessment areas. Tables 2a through 7a in Appendix D detail the geographic distribution of loans for each state and multi-state MSA. For the full-scope assessment areas, the overall lending performance was mostly above or comparable to the aggregate and demographic data. Weaknesses in the bank's lending performance were generally isolated, which did not detract from the overall good performance in the assessment areas that received the greatest weighting in this evaluation.

Home Mortgage Loans

The geographic distribution of home mortgage loans reflects good penetration throughout the assessment areas. The geographic distribution of home mortgage loans is detailed in Tables 2a to 5a in Appendix D for each state and multi-state MSA. In most instances, the bank's performance was similar to or greater than the aggregate and demographic data. In the instances where the bank's lending was below the aggregate and demographic data, the performance did not detract from the overall good performance in the assessment area that received the greatest

¹ Source of Net Loans to Deposits data is the FDIC Reports of Condition and Income.

weighting. In North Carolina, the geographic distribution of home mortgage loans was good in the Non-MSA and Durham MSA assessment areas. In the Charlotte Multi-State MSA, the geographic distribution of home mortgage loans was adequate, while the geographic distribution of home mortgage loans was good in the South Carolina Non-MSA assessment area.

Small Business Loans

The geographic distribution of small business loans reflects good penetration throughout the assessment areas. The bank's geographic distribution of small business loans is detailed in Table 6a in Appendix D for each state and multi-state MSA. In most instances, the bank's performance was similar to or above the aggregate and demographic data. In North Carolina, the bank's performance was good in the Non-MSA and Durham MSA. In the Charlotte Multi-State MSA, the bank's performance was good, while performance was excellent in the South Carolina Non-MSA assessment area.

Small Farm Loans

The geographic distribution of small farm loans reflects good penetration throughout the assessment areas. The bank's geographic distribution of small farm loans is detailed in Table 7a in Appendix D for each state and multi-state MSA. In most assessment areas, the bank originated too few small farm loans to perform a meaningful analysis. As a result, the bank's small farm lending was only reviewed in the North Carolina Non-MSA assessment area and the Charlotte MSA assessment area. The bank's performance is good.

Additional detail is available in the analyses of each assessment area by state and multi-state MSA contained in this Performance Evaluation.

Borrower Distribution of Lending

The distribution of borrowers reflects good penetration among retail customers of different income levels, business customers of different sizes, and farm customers of different sizes. Tables 8a through 12a in Appendix D detail the bank's borrower distribution of loans. The bank's performance varied across the assessment areas and by loan type. However, the bank's performance generally compared favorably to the aggregate lending data and demographic data.

Home Mortgage Loans

The distribution of borrowers reflects good penetration among retail customers of different income levels. In most assessment areas, the bank's level of lending to low- and moderate-income borrowers was similar to or higher than the aggregate and demographic data. In the instances where the bank's lending was below the aggregate and demographic data, the performance did not detract from the overall good performance in the assessment area that received the greatest weighting. In North Carolina, performance was good in the Non-MSA assessment area and excellent in the Durham MSA assessment area. In the Charlotte Multi-State MSA, performance was good, while performance in the South Carolina Non-MSA was poor.

Small Business Loans

The distribution of borrowers reflects good penetration among business customers of different sizes. The bank's borrower distribution of loans to small businesses is detailed in Table 11a in Appendix D for each state and multi-state MSA. In most assessment areas, the bank's performance was above the aggregate data, but below the demographic data. In North Carolina, performance in the Non-MSA assessment area was good and the Durham MSA assessment area was excellent. In the Charlotte MSA Multi-State assessment area, performance was good and performance was also good in the South Carolina Non-MSA assessment area.

Small Farm Loans

The distribution of borrowers reflects good penetration among farm customers of different sizes. The bank's borrower distribution of small farm loans is detailed in Table 12a in Appendix D for each North Carolina and the Charlotte Multi-State MSA assessment areas. In most assessment areas, the bank originated too few small farm loans to perform a meaningful analysis. As a result, the bank's small farm lending was only reviewed in the North Carolina Non-MSA assessment area and the Charlotte MSA assessment area. The bank's performance is good.

Additional detail is available in the analyses of each assessment area by state and multi-state MSA contained in this Performance Evaluation.

Community Development Lending

Yadkin Bank has made an adequate level of community development loans. During this evaluation period, the bank made 19 community development loans for \$43.8 million. Community development loans account for 1.5 percent of total loans and 1.0 percent of total assets as of December 31, 2014. The dollar amount of community development lending activity has increased extensively since the last evaluation.

Yadkin Bank partners with corporations, non-profit organizations, and local governmental agencies to promote economic development, stabilization and revitalization of low-, moderate-, and middle-income distressed and underserved geographies, and community development services to low- and moderate-income individuals within its assessment areas. The analysis for each assessment area includes a detailed discussion of community development loans. Table 5 presents community development loans by type and year of loan origination and Table 6 presents community development loans by state and multi-state MSA.

Table 5: Community Development Loans		
Type	Number	Dollar \$(000)
2012*		
Affordable Housing	0	0
Community Development Organizations	0	0
Economic Development	4	5,853
Revitalize or Stabilize LMI Geographies	0	0
2012 Total	4	5,853
2013		
Affordable Housing	0	0
Community Development Organizations	1	1,300
Economic Development	5	8,500
Revitalize or Stabilize LMI Geographies	2	3,715
2013 Total	8	13,515
2014		
Affordable Housing	0	0
Community Development Organizations	1	1,248
Economic Development	4	9,527
Revitalize or Stabilize LMI Geographies	2	13,700
2014 Total	7	24,475
TOTAL	19	43,843

Source: Bank Records. * Since the last examination.

Table 6: Community Development Loans By State and Multi-State MSA					
State or MSA	Deposits*	Community Development Lending			
		Number		Dollar	
		%	#	%	\$(000)
North Carolina	59.2	10	52.6	27,110	61.8
South Carolina	5.3	0	0.0	0	0.0
Charlotte, NC Multi-State MSA	35.5	9	47.4	16,733	38.2
Totals	100.0	19	100.0	43,843	100.0

Source: Bank Records. *Deposits are as of June 30, 2014, Summary of Deposits.

Innovative or Flexible Lending Practices

Yadkin Bank makes extensive use of flexible lending practices in order to serve assessment area credit needs.

Yadkin Bank offers flexible small business loan products through the Small Business Administration and the North Carolina Rural Economic Development Center. The U.S. Small Business Administration recognized the bank as the number one lender in dollar volume in North

Carolina, while the North Carolina Rural Economic Development Center recognized the bank as Community Bank of the Year for being a top lender in the State Small Business Credit Initiative. In addition, the bank offers flexible mortgage loan products through the Veterans Administration, Federal Housing Administration, United States Department of Agriculture, and North and South Carolina Housing Finance Agencies. Table 7 presents the dollar volume of loans originated under these programs since the last examination.

Table 7 - Innovative and Flexible Loan Programs		
Program	Number	Dollar \$(000)
SBA Small Business Loans	111	98,020
North Carolina Rural Economic Development Center Loans	60	46,116
VA Home Mortgage Loans	273	55,364
FHA Home Mortgage Loans	720	96,788
USDA Home Mortgage Loans	433	52,583
North Carolina Housing Finance Agency	49	5,372
South Carolina Housing Finance Agency	1	171
Foreclosure Prevention Programs	52	6,429
Total	1,699	360,843

Source: Bank Records

INVESTMENT TEST

The investment test performance is rated Low Satisfactory. The institution has an adequate level of qualified community development investments, including grants, within the assessment areas. The qualified investments total \$18.5 million, which represents 2.5 percent of the bank's investment portfolio and 0.4 percent of total assets. This is a substantial improvement from the previous evaluation, where the bank only had \$3.3 million in total qualified investments.

The following provides a summary of new qualifying investment activity since the prior evaluation:

- The bank invested in three Fannie Mae home mortgage loan pools totaling \$9,930,000, which are secured by low- and moderate-income borrower mortgages in various bank assessment areas. One loan pool for \$1.0 million is targeted to Orange County, which supports the Durham-Chapel Hill MSA assessment area. The other two loan pools of \$5 million and \$3.93 million target to North Carolina.
- The bank invested \$340,000 in Community Affordable Housing Equity Corporation (CAHEC) bonds to help finance the development of affordable housing in North Carolina. CAHEC is a regional non-profit whose mission is to raise and invest equity capital in qualified low-income housing tax credit projects and support affordable rental and owner-occupied housing.
- The bank made three investments totaling \$4,442,000 to Small Business Investment Companies (SBICs) in the assessment area. These SBIC investments support community development by providing financing to small businesses that have difficulty obtaining traditional bank financing. Two of these SBICs target businesses in the Charlotte-

Gastonia-Rock Hill NC-SC MSA and the other targets businesses across the state of North Carolina.

- The bank invested \$2,000,000 in a state revenue bond that targets distressed and underserved areas of the North Carolina Non-MSA assessment area. The bond supports economic development and revitalization by funding needed infrastructure improvements to the areas.
- The bank invested \$143,000 in the North Carolina Economic Opportunities Fund which supports job creation in the distressed and underserved areas of the North Carolina Non-MSA assessment area.

Prior period investments include two investments totaling \$755,000 in a SBIC that supports small businesses across North Carolina. The bank also continues to hold \$795,000 in bonds which are targeted to the North Carolina Non-MSA assessment area that supports basic infrastructure and revitalization needs in distressed and/or underserved areas. Table 8 displays total qualifying investments made by year and type.

Table 8: Community Development Investments		
Type	Number	Dollar \$(000)
2013		
Affordable Housing	3	9,270
Economic Development	2	276
Revitalize or Stabilize LMI Geographies	1	2,000
2013 Total	6	11,546
2014		
Affordable Housing	1	1,000
Economic Development	2	4,309
Revitalize or Stabilize LMI Geographies	0	0
2014 Total	3	5,309
Prior Period Investments		
Affordable Housing	0	0
Economic Development	2	755
Revitalize or Stabilize LMI Geographies	1	795
Prior Period Total	3	1,550
TOTAL	12	18,405

Source: Bank Records

The bank also provided an array of donations and grants to organizations that primarily provide services to low- and moderate-income families located within its assessment areas. Since the last examination, the bank has made a total of \$107,026 in qualified donations. The donations are detailed within the analysis of each assessment area.

SERVICE TEST

The service test is rated High Satisfactory. The bank's retail products and services are similar to other institutions and accessibility to bank branches is considered reasonable. Changes to the bank's branch network have not adversely affected accessibility of delivery systems. In addition, the bank has provided a relatively high level of community development services.

Retail Banking Services

Yadkin Bank's delivery systems are reasonably accessible to all portions of its assessment areas. As of June 30, 2014, the bank operated 33 branches throughout its assessment areas. Of the total branches, 2 are located in low-income census tracts and 1 is located in a moderate-income census tract. A branch was also opened in Charlotte, North Carolina in an upper-income area in September 2014 taking the total branches to 34. The merger with VantageSouth Bank added additional 40 branches with 5 in moderate-income areas and 7 in middle-income distressed or underserved areas. The bank's distribution of the branch delivery system is detailed in Table 15 in Appendix D for each state and multi-state MSA.

Since the last examination, Yadkin Bank closed 1 branch in Creedmoor, North Carolina, which was located in a middle-income census tract. One branch acquired through the VantageSouth Bank merger was also closed in August 2014 and was located in an upper-income area.

The institution's opening and closing of branches has not adversely affected the accessibility of delivery systems, particularly in low- and moderate-income geographies and/or to low- and moderate-income individuals.

ATMs, drive-up window service, and 24-hour night depositories are available at most offices. In addition, the bank operates 4 stand-alone ATMS; 2 in moderate-income, 1 in middle-income, and 1 in upper-income census tracts. The bank provides an automated 24-hour customer access telephone line for balance verification, account inquiries, and transfers. Yadkin Bank also has online banking where customers can view account information, transfer balances, make loan payments, and pay bills. These alternative delivery systems enhance the accessibility of the bank's financial services.

Services, including business hours, do not vary in a way that inconveniences certain portions of the assessment areas particularly low- and moderate-income geographies and/or individuals. All branch offices offer all products and services. The bank offers a variety of financial services through its branch network designed to meet the credit needs of local communities. Deposit services include checking accounts with unlimited checking writing, free access to ATMs, free debit card, free mobile banking and mobile deposit, and fee online banking and bill pay.

Community Development Services

Yadkin Bank provides a relatively high level of community development services. Bank management and personnel are involved in community development organizations that provide small business assistance, economic development, and community services for low- and

moderate-income people. Listed under each discussion of the bank's performance in specific assessment areas are the community development services provided by the bank during this evaluation period.

FAIR LENDING OR OTHER ILLEGAL CREDIT PRACTICES REVIEW

Examiners evaluated the bank's compliance with antidiscrimination laws, including the Fair Housing Act and the Equal Credit Opportunity Act. The fair lending review disclosed no evidence of discriminatory or other illegal credit practices inconsistent with helping to meet community credit needs.

NORTH CAROLINA

CRA RATING FOR NORTH CAROLINA: Satisfactory

The Lending Test is rated: High Satisfactory

The Investment Test is rated: Low Satisfactory

The Service Test is rated: High Satisfactory

SCOPE OF EXAMINATION

The evaluation of the North Carolina performance considered the operations of Yadkin Bank in the Durham and Winston-Salem MSA assessment areas and the Non-MSA assessment area. Full reviews of performance were conducted in the Durham MSA assessment area and the Non-MSA assessment area, while a limited review was conducted in the Winston-Salem MSA assessment area. The Non-MSA assessment area represents 77.7 percent of the rated area dollar volume of loans and 69.3 percent of the rated area deposits compared to the Durham MSA assessment area at 14.4 percent of loans and 14.7 percent of deposits. Therefore, the Non-MSA assessment area is given the most weight in the overall North Carolina state rating. Home mortgage and small business lending are similar and received equal consideration in the rating. Core tables related to the North Carolina assessment areas are in Appendix D.

DESCRIPTION OF INSTITUTION'S OPERATIONS IN NORTH CAROLINA:

The bank operates 21 branches in 9 counties in North Carolina, excluding the Charlotte Multi-State MSA assessment area as it is discussed separately. The bank operates 15 branches in the Non-MSA assessment area, 3 branches in the Durham MSA assessment area, and 3 branches in the Winston-Salem MSA assessment area. Yadkin Bank ranks 6th in deposit market share within these assessment areas with approximately 6.5 percent of deposits. Competitor institutions in the assessment areas include Wells Fargo Bank, Branch Banking & Trust Company, First-Citizens Bank & Trust Company, and Bank of America.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN NORTH CAROLINA:

LENDING TEST

Geographic Distribution of Lending

The geographic distribution of home mortgage loans reflects good penetration throughout the assessment areas. The bank's performance in low-income census tracts for home purchase and home refinance lending in 2013 was generally slightly above the aggregate and demographic data. Performance in moderate-income census tracts for those loans types was mostly near or just above the aggregate data, but generally below the demographic data.

The geographic distribution of small business loans reflects good penetration throughout the assessment areas. Small business lending in low-income census tracts was generally consistent

with aggregate lending and demographic data, while performance in moderate-income census tracts was mostly near or slightly above aggregate lending and the demographic data.

The geographic distribution of small farm loans reflects good penetration throughout the Non-MSA assessment area and the Charlotte Multi-State MSA assessment area. Small farm lending in moderate-income census tracts in 2013 was well above the aggregate and demographic data in the Non-MSA assessment. For the Charlotte Multi-State MSA assessment area small farm lending in moderate-income tracts fell below demographics but exceeded aggregate data. There were no small farms in low-income census tracts.

Borrower Distribution of Lending

The distribution of borrowers reflects good penetration among retail customers of different income levels. The bank's performance with low-income borrowers for home purchase and home refinance lending was generally well above the aggregate data and consistent with the demographic data. Lending to moderate-income borrowers was near or above the aggregate and demographic data.

The distribution of borrowers reflects good penetration among business customers of different sizes. The bank's performance was mostly well above the aggregate data and near or above the demographic data.

The distribution of borrowers reflects excellent penetration among farm customers of different sizes. The bank's performance is well above the aggregate data and consistent with the demographic data.

Community Development Lending

Yadkin Bank originated an adequate level of community development loans in North Carolina. During this evaluation period, the bank originated 10 community development loans totaling \$27.1 million. This level of activity represents 52.6 percent, by number, and 61.8 percent, by dollar volume, of the bank-wide community development loans, which is relative to the operations in the state. The loans were originated to organizations and agencies that provide economic development, revitalization for various communities, and community services for low- and moderate-income individuals.

Innovative and Flexible Lending Programs

The institution makes extensive use of innovative and/or flexible lending practices in order to serve assessment area credit needs. Please refer to page 12 for a discussion of the bank's flexible lending programs.

INVESTMENT TEST

The Investment Test is rated Low Satisfactory. The institution has an adequate level of qualified community development investments in North Carolina. All of the bank's \$18.4 million in

qualifying investments benefit the state of North Carolina. Please refer to page 14 for a discussion of these investments.

Yadkin Bank also made donations totaling \$90,514 to organizations with a primary purpose of community development that benefited assessment areas in North Carolina. The donations are detailed under each assessment area which received a full-scope review.

SERVICE TEST

Yadkin Bank has a High Satisfactory Service Test performance in North Carolina. The bank's retail products and services are similar to other institutions, and accessibility to bank branches is considered reasonable. In addition, the bank has provided a relatively high level of community development services. Examples of community development services are listed within the analysis of each assessment area. In addition, bank personnel have provided community development services within the Winston-Salem MSA assessment area in which limited review procedures were utilized. These services included a bank officer that served as the Assistant Treasurer for the local Chamber of Commerce in Yadkin County and an executive employee that serves as the Chairman for an economic development organization that provides free assistance to site consultants interested in identifying qualified sites and buildings for potential clients.

NON-METROPOLITAN AREAS

DESCRIPTION OF INSTITUTION'S OPERATIONS IN THE NON-MSA ASSESSMENT AREA

The Non-MSA assessment area consists of 6 counties in North Carolina: Ashe, Avery, Iredell, Surry, Watauga, and Wilkes. The bank operates 15 branches or 44.1 percent of the bank's branch network in this assessment area: 1 in Avery, 2 each in Ashe, Surry, Watauga, and Wilkes, and 6 in Iredell. Yadkin Bank ranks 3rd of all the institutions in the assessment area in terms of deposit market share at 11.9 percent. The assessment area includes 104 census tracts with 1 low-income, 15 moderate-income, 55 middle-income, and 33 upper-income census tracts. Of the middle-income census tracts, 21 are distressed and/or underserved census tracts. Furthermore, 11.6 percent of the families are below the poverty level. Therefore, most of the lending opportunities and credit needs are concentrated in the middle-, and upper-income areas. Table 9 presents demographic data for the assessment area based on the 2010 U. S. Census.

Table 9 - Demographic Information for Non-MSA Assessment Area*					
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #
Geographies (Census Tracts/BNAs)	104	0.96	14.42	52.88	31.74
Population by Geography	398,607	0.50	12.10	56.71	30.69
Owner-Occupied Housing by Geography	112,094	0.28	12.24	58.13	29.35
Businesses by Geography**	34,043	0.38	9.26	53.00	37.36
Farms by Geography	1,748	0.00	10.81	68.76	20.43
Family Distribution by Income Level	104,754	20.88	16.76	18.89	43.47
Distribution of Low and Moderate Income Families throughout AA Geographies	39,428	1.17	17.77	63.09	17.97
Median Family Income FFIEC Adjusted Median Family Income for 2012*** FFIEC Adjusted Median Family Income for 2013***		\$48,939 \$50,200 \$48,300	Median Housing Value Families Below Poverty Level	\$165,592 11.6%	

* Except for marked data, all information is from the 2010 U.S. Census. ** This data is provided by D&B as of 2013.

*** This data is estimated by the Federal Financial Institutions Examination Council.

The unemployment rates of the counties in the assessment continue to decline steadily. However, the unemployment rates in Ashe, Avery, and Wilkes Counties remained noticeably above the National and state levels. The unemployment rates range from a low of 6.0 percent in Iredell County to a high of 7.6 percent in Ashe County. The major sources of employment in the assessment area are education and health services, trade, transportation and utilities, and professional and business services. The largest employers in the assessment area are Lowe's Companies Inc., Appalachian State University, Iredell-Statesville School, and Tyson Farms, Inc.

Table 10 presents the unemployment rates for the assessment area, including the state and National unemployment rates.

Table 10 – Unemployment Rates			
Geographic Area	Unemployment Rate (%)		
	2012	2013	2014
USA	8.1	7.4	6.2
North Carolina	9.3	8.0	6.3
Ashe County	11.4	10.1	7.6
Avery County	11.0	9.3	7.0
Iredell County	9.8	8.0	6.0
Surry County	9.9	8.6	6.5
Watauga County	8.1	7.2	5.8
Wilkes County	10.7	9.3	7.0

Source: Bureau of Labor Statistics.

The economic data for the assessment area reflects moderate improvement in the economies of most the counties in the assessment area. The population growth for the assessment area was approximately 0.2 percent in 2013. With the exception of Iredell County at 1 percent, the population growth in the assessment area was substantially lower than the National and State levels. In addition, per capita personal income was below the National and State levels. While personal bankruptcies declined 6 percent in the assessment area, the rate increased 14 percent in Avery County. Housing permits grew a robust 48 percent in 2013; however, this level of growth did not continue in 2014.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN THE NON-MSA ASSESSMENT AREA

LENDING TEST

Yadkin Bank’s Lending Test performance in the Non-MSA assessment area is rated High Satisfactory. Lending levels reflect good responsiveness to assessment area credit needs. The core tables in Appendix D detail the number and dollar volume of HMDA and CRA loans in this assessment area for 2013. However, a detailed review of 2012 was also performed and anomalies are discussed, where appropriate. During the review period, home mortgage, small business, and small farm loans represent 45.4, 46.4, and 8.2 percent of the total number of loans within this assessment area, respectively. As such, home mortgage and small business loans received the most significant weighting for the lending performance test.

Geographic Distribution of Lending

The geographic distribution of home mortgage loans reflects good penetration throughout the assessment area. Home purchase lending in low-income census tracts was well above the aggregate and demographic data. Lending in moderate-income census tracts was just above the aggregate data, but well below the demographic data. Yadkin Bank did not make any home refinance loans in low-income census tracts in 2013; however, percentage of owner-occupied housing units stands at 0.3 percent and aggregate lending accounted for only 0.1 percent. Lending in moderate-income census tracts was above the aggregate data, but well below the demographic data.

The geographic distribution of small business loans reflects good penetration throughout the assessment area. Yadkin Bank did not make any small business loans in low-income census tracts in 2013; however, only 0.4 percent of businesses are located in low-income census tracts and aggregate lending was only 0.3 percent. Small business lending in moderate-income was moderately above the aggregate and demographic data.

The geographic distribution of small farm loans reflects good penetration throughout the assessment area. Small farm lending in moderate-income census tracts in 2013 was well above the aggregate and demographic data. There were no small farms located in low-income census tracts.

Borrower Distribution of Lending

The distribution of borrowers reflects good penetration among retail customers of different income levels. Home purchase lending to low-income borrowers in 2013 was well above the aggregate data. However, such was significantly below demographics, but when the poverty level is considered the bank's lending is more comparable to the demographic data. Those individuals below poverty level would likely have difficulty qualifying for a home mortgage loan. Lending to moderate-income borrowers significantly exceeded the aggregate and demographic data. Home refinance lending to low-income borrowers was considerably below the aggregate and demographic data. Lending to moderate-income borrowers was well above the aggregate data and above the demographic data.

The distribution of borrowers reflects good penetration among business customers of different sizes. The bank originated 67.6 percent of small business loans to businesses with annual gross revenues of \$1 million or less in 2013. This performance was well above aggregate lending of 49.9 percent and just below the percentage of small businesses of 73.8 percent. Loans to small businesses in amounts of \$100,000 or less was 66.1 percent.

The distribution of borrowers reflects excellent penetration among farm customers of different sizes. Small farm lending to farms with annual gross revenues of \$1 million or less was 91.4 percent in 2013. This performance was well above the aggregate lending of 54.9 percent and just below the percent of small farms of 98.6 percent.

Community Development Lending

The institution made a relatively high level of community development loans in the Non-MSA assessment area. During this evaluation period, the bank originated 9 community development loans totaling \$25.6 million. This amount represents 90.0 percent by number and 94.5 percent by dollar volume of total community development loans in the state.

Specifically, Yadkin Bank extended 4 loans totaling \$17.4 million to a membership corporation that operates as a political division of the State of North Carolina to improve the telephone infrastructure of rural areas in underserved and/or distressed counties in the assessment area and 5 loans totaling \$8.2 million through a program that promotes economic development in rural

North Carolina by providing support for loans to businesses in low- and moderate-income communities.

Flexible Lending Programs

Please refer to page 12 for a discussion of the bank's flexible lending programs.

INVESTMENT TEST

The institution has an adequate level of qualified community development investments in the assessment area. Three of the nine total qualifying investments totaling \$2,938,000 directly benefit this assessment area. In addition, many of the investments benefit the whole state of North Carolina, which this assessment area is a part of. Please refer to page 14 for additional detail.

The bank extended \$83,034 in donations to various organizations within the assessment area that have a community development purpose. In addition, the bank hosted a customer appreciation event which included a month-long charity drive to support local non-profit organizations. The charities received monetary donations from employees and customers and the bank matched a portion of donations at each branch. Following are examples of the donations made.

- Two donations totaling \$50,000 to a local non-profit that provides support services to children of low- and moderate-income families.
- A donation for \$5,000 to a battered women's shelter in a low-income area.
- A \$5,000 donation to a non-profit that runs a homeless shelter in a distressed middle-income census tract.
- A \$10,000 donation to a Community Development Corporation that supports small businesses and provides job training to low- and moderate-income individuals.

SERVICE TEST

Yadkin Bank's Service Test performance in the Non-MSA assessment area was consistent with its performance in North Carolina.

Retail Banking Services

Yadkin Bank operates 15 branches in the Non-MSA assessment area representing 71.4 percent of the North Carolina Branches. The bank does not have any branches in the low-income census tracts with 0.5 percent of the population. Two branches or 13.3 percent of the assessment area branches are in moderate-income census tracts with 12.1 percent of the population. In addition, 4 branches are in distressed and/or underserved middle-income census tracts. The branches are accessible to essentially all portions of the assessment area. Since the last evaluation, the bank has not opened a branch; however, the bank closed 1 branch in a middle-income census tract. Besides the branch structure, the bank offers a variety of alternative delivery systems to all customers. Refer to the overall bank analysis for a description of these services.

Community Development Services

Yadkin Bank provided a relatively high level of community development services in this assessment area. In addition to the examples listed below, bank personnel are very active in a variety of organizations such as civic clubs, Chambers of Commerce, and other organizations that provide a variety of programs and services that are designed to meet the needs of low- and moderate-income families or promote economic development within the assessment area. Detailed below are examples of employees who serve in different capacities at different organizations:

- A bank employee serves on the Board of a development agency that provides job training to disadvantaged adults.
- A bank employee serves on the Board and as the Treasurer for a non-profit organization that facilitates affordable housing to low- and moderate-income families.
- An employee serves on the Executive Board of Directors for a non-profit whose mission is to inspire and enable young people, especially those who are in need, to realize their full potential as productive, responsible, and caring citizens.
- A bank officer serves as a Board member for an organization that trains and educates adults with learning disabilities / mentally handicapped in order to be able to perform job duties and enter the local workforce.
- A bank officer serves as a member of a mission that provides funds to assist single mothers with newborns and abused women.
- An employee serves as the Board Chair and as a Finance Committee member for a non-profit crisis agency serving seven counties including Ashe, Avery, Watauga, and Wilkes Counties. The agency helps those who live in crisis, poverty, and homelessness to rebuild. The agency provides housing, nutrition, and prevention in a safe, nurturing, and healthy environment.
- An employee serves as a Board member for an organization that provides programs and services for at risk and in-need children. Most of the children served are from low- and moderate-income families.
- An employee serves as the Trustee for a church that provides volunteers to an elementary school serving mostly low- and moderate-income children with assistance in math and reading and purchasing much needed supplies.
- An employee serves on a task force for an organization that focuses on serving those less fortunate and empowering them to stay in school.
- An employee serves as the Assistant Treasurer for a chamber of commerce.
- An employee serves as the President and Chairman of Financial Matters for an organization that provides programs and services for at risk and in-need children. The majority of the children served are considered low- and moderate-income.
- A bank executive serves as the Board Chair of an organization in a county that includes several distressed middle-income non-metropolitan geographies. The organization provides many programs and services to these geographies. Programs include before and after school child care, summer day camps, and a childhood obesity program for underserved children in the county. In addition, they have a fee scale that provides assistance for families in need with a goal of turning no one away because of the inability to pay.

- A bank executive held a small business class at a community college entitled “How to Finance a Small Business”. The county has several underserved and/or distressed census tracts.

METROPOLITAN AREAS

DESCRIPTION OF INSTITUTION'S OPERATIONS IN THE DURHAM MSA ASSESSMENT AREA

The Durham MSA assessment area consists of two counties in North Carolina: Durham and Orange. The Durham MSA has four counties within its boundaries; however, the bank has only delineated the two counties as its assessment area. The bank operates 3 branches or 8.8 percent of the bank's branch network in this assessment area: 2 in Durham County and 1 in Orange County. Yadkin Bank ranks 9th of all the institutions in the assessment area in terms of deposit market share at 1.5 percent. The assessment area includes 88 census tracts with 13 low-income, 19 moderate-income, 23 middle-income, 30 upper-income, and 3 undesignated census tracts. Furthermore, 10.0 percent of the families are below the poverty level. Lending opportunities are primarily in the middle- and upper-income tracts which account for the vast majority of housing and businesses. Moderate-income tracts also provide some opportunity much more limited with little opportunity in low-income tracts based on housing and businesses. Table 11 presents demographic data for the assessment area based on the 2010 U. S. Census.

Table 11: Demographic Information for Durham, NC MSA Assessment Area*						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	88	14.77	21.59	26.14	34.09	3.41
Population by Geography	401,388	11.73	21.47	29.24	35.74	1.82
Owner-Occupied Housing by Geography	88,832	3.39	17.80	32.64	46.16	0.01
Businesses by Geography**	37,032	5.88	20.77	32.09	40.45	0.81
Farms by Geography	796	3.39	11.68	43.09	41.84	0.00
Family Distribution by Income Level	92,450	22.80	16.61	17.70	42.89	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	36,432	16.82	32.63	29.85	20.64	0.06
Median Family Income FFIEC Adjusted Median Family Income for 2012*** FFIEC Adjusted Median Family Income for 2013***		\$65,660 \$68,700 \$67,700	Median Housing Value Families Below Poverty Level	\$212,047 10.0%		

* Except for marked data, all information is from the 2010 U.S. Census. ** This data is provided by D&B 2013.

*** This data is estimated by the Federal Financial Institutions Examination Council.

The unemployment rates of the counties in the assessment area continue to decline steadily with the rates for both counties well below the National and state levels. The major sources of employment in the assessment area are education and health services, professional and business services, and public administration. The largest employers in the assessment area are Duke University, UNC Chapel Hill, UNC Health Care System, and IBM Corporation. Table 12

presents the unemployment rates for the assessment area, including the state and National unemployment rates.

Table 12 – Unemployment Rates			
Geographic Area	Unemployment Rate (%)		
	2012	2013	2014
USA	8.1	7.4	6.2
North Carolina	9.3	8.0	6.3
Durham County	7.5	6.4	5.2
Orange County	6.1	5.3	4.5

Source: Bureau of Labor Statistics.

The economic data for the assessment area indicated that the area’s economy continues to improve. The improvement in the economy is supported by a high-skilled labor force, public sector jobs, and high-value research. The high-tech and pharmaceutical companies in the area continue to expand and invest in new facilities. Population growth has been steady as individuals relocate for the high-tech job opportunities. As a result, the housing market has and will continue to provide a stable source of growth. Finally, the assessment area is expected to continue to expand, and job and income growth is expected to perform better than the Nation.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN THE DURHAM MSA ASSESSMENT AREA

LENDING TEST

Yadkin Bank’s Lending Test performance in the Durham MSA assessment area is rated High Satisfactory. Lending levels reflect good responsiveness to assessment area credit needs. The core tables in Appendix D detail the number and dollar volume of HMDA and CRA loans in this assessment area for 2013. However, a detailed review of 2012 was also performed and anomalies are discussed, where appropriate. During the review period, home mortgage, small business, and small farm loans represent 46.5, 52.9, and 0.6 percent of the total number of loans within this assessment area, respectively. As such, home mortgage and small business loans received the most significant weighting for the lending performance test. Only 1 small farm loan was originated; therefore, small farm loans will not be further discussed.

Geographic Distribution of Lending

The geographic distribution of home mortgage loans reflects excellent penetration throughout the assessment area. Home purchase lending in low-income census tracts was more than double aggregate lending and above demographic data. Lending in moderate-income census tracts was more than two times the aggregate and nearly double the demographic data. Home refinance lending in low-income census tracts was more than five times the aggregate and demographic data, while lending in moderate-income census tracts was well above the aggregate and demographic data.

The geographic distribution of small business loans reflects good penetration throughout the assessment area. Small business lending in low-income census tracts was consistent with the aggregate data, but marginally below the demographic data. Lending in moderate-income census

tracts was below the aggregate and demographic data.

Borrower Distribution of Lending

The distribution of borrowers reflects excellent penetration among retail customers of different income levels. Home purchase lending to low-income borrowers in 2013 was double the aggregate data and just below demographics; however, when the poverty level is considered, the bank's performance is good. Lending to moderate-income borrowers significantly exceeded the aggregate data and was double the demographic data. Home refinance lending to low-income borrowers was above the aggregate data, but again, well below the demographic. With poverty levels considered, the bank's performance is more comparable to demographics. Lending to moderate-income borrowers was below the aggregate and demographic data.

The distribution of borrowers reflects excellent penetration among business customers of different sizes. The bank originated 74.7 percent of small business loans to businesses with annual gross revenues of \$1 million or less in 2013. This performance was well above aggregate lending 49.8 percent and above the percentage of small businesses 69.8 percent. Loans to small businesses in amounts of \$100,000 or less was 63.9 percent.

Community Development Lending

The institution has made an adequate level of community development loans in the assessment area. During this evaluation period, the bank originated 1 community development loan totaling \$1.5 million. The loan was made to a small business and supports permanent job creation in a moderate-income area. This amount represents 10.0 percent by number and 5.5 percent by dollar volume of total community development loans in the state.

Flexible Lending Programs

Please refer to page 12 for a discussion of the bank's flexible lending programs.

INVESTMENT TEST

The institution has an adequate level of qualified community development investments in the assessment area considering the limited banking resources located in this area. As noted, the bank invested \$1.0 million in a Fannie Mae Home Mortgage pool in Orange County for affordable housing. In addition, many of the investments benefit North Carolina, which this assessment area is a part of. Please refer to page 14 for additional detail.

The bank also extended \$4,753 in donations to various organizations within the assessment area that have a community development purpose. In addition, the bank hosted a customer appreciation event which included a month-long charity drive to support local non-profit organizations. The charities received monetary donations from employees and customers and the bank matched a portion of donations at each branch. Following are examples of donations made in this assessment area.

- Two donations for \$500 to a local non-profit that supports affordable housing.
- Two donations for \$800 that provides food and shelter for low- and moderate-income families and homeless individuals.

SERVICE TEST

Yadkin Bank's Service Test performance in the Durham MSA assessment area is consistent with its performance in North Carolina.

Retail Banking Services

Yadkin Bank operates 3 branches in the Durham MSA assessment area representing 14.3 percent of the North Carolina branches. The bank has 1 branch or 33.3 percent of the assessment area branches in low-income census tracts with 11.7 percent of the population. One branch or 33.3 percent of the assessment area branches is in moderate-income census tracts with 21.5 percent of the population. The branches are accessible to essentially all portions of the assessment area. Since the last evaluation, the bank has not opened or closed any branches. Besides the branch structure, the bank offers a variety of alternative delivery systems to all customers. Refer to the overall bank analysis for a description of these services.

Community Development Services

Yadkin Bank provided an adequate level of community development services in this assessment area. Detailed below are examples of employees who serve in different capacities at different organizations.

- An employee serves as a financial advisor to an organization that provides services to low- and moderate-income individuals and families.
- An employee serves as a volunteer at a non-profit organization that provides support and direction to unemployed and underemployed individuals by teaching and coaching them resume writing, interviewing, and conduct.
- An employee serves as a Board member for a non-profit organization that provides services to seniors.

METROPOLITAN AREAS – LIMITED REVIEWS

DESCRIPTION OF INSTITUTION'S OPERATIONS IN THE WINSTON-SALEM MSA

The bank operates 3 branches in the Winston-Salem MSA.

CONCLUSIONS WITH RESPECT TO PERFORMANCE IN THE WINSTON-SALEM MSA

Tables related to the performance in the limited review areas may be found in Appendix D.

The geographic distribution of home mortgage and small business loans reflects good penetration throughout the assessment area. There were no low-income census tracts in the assessment area in 2013. Home purchase lending in moderate-income census tracts was slightly below the aggregate and demographic data, while home refinance lending was significantly above the aggregate and demographic data. Small business lending in moderate-income census tracts was somewhat above the aggregate and demographic data.

The distribution of borrowers reflects excellent penetration among retail customers of different income levels and excellent penetration among business customers of different sizes. Home purchase lending to low-income borrowers in 2013 was considerably above the aggregate data and comparable to the demographic data. Lending to moderate-income borrowers was slightly below the aggregate data, but well above the demographic data. Home refinance lending to low-income borrowers was below the aggregate and demographic data, while lending to moderate-income borrowers was considerably above the aggregate and demographic data. The bank originated 72.2 percent of small business loans to businesses with annual gross revenues of \$1 million or less in 2013. Lending was well above aggregate lending at 52.9 percent and just below the percentage of small businesses at 74.0 percent. Loans to small businesses in amounts of \$100,000 or less was 66.7 percent.

Further, the bank made no community development loans in this assessment area, and the bank had a nominal level of investments that directly benefited this area; however, investments that benefit North Carolina have been made and would also serve to benefit this assessment area as it is part of the bigger area. Services are lower compared to the other areas in North Carolina. The bank had donations totaling \$2,727 and one executive served as the Chairman on an economic development council.

CHARLOTTE-GASTONIA-ROCK HILL, NC-SC MULTI-STATE MSA

CRA RATING FOR CHARLOTTE-GASTONIA-ROCK HILL, NC-SC MULTI-STATE MSA²: Satisfactory

The Lending Test is rated: High Satisfactory

The Investment Test is rated: Low Satisfactory

The Service Test is rated: High Satisfactory

SCOPE OF EXAMINATION

The examiners reviewed all HMDA and CRA loans and community development lending, qualified CRA investments, and services within the Charlotte MSA assessment area since the last examination. The Charlotte MSA assessment area consists of all of Mecklenburg and Union Counties in North Carolina and York County in South Carolina. The Charlotte, NC-SC MSA has six counties within its boundaries; however, the bank has only delineated the three counties as its assessment area. Core tables related to the Charlotte, NC-SC MSA assessment area are found in Appendix D.

DESCRIPTION OF INSTITUTION'S OPERATIONS IN CHARLOTTE MULTI-STATE MSA ASSESSMENT AREA

The bank operates 11 branches or 32.4 percent of the bank's branch network in the Charlotte Multi-State MSA assessment area: 10 in North Carolina and 1 in South Carolina. Yadkin Bank ranks 8th of all the institutions in the MSA in terms of deposit market share at 0.3 percent. Competitor institutions in the assessment areas include Bank of America, Wells Fargo Bank, Branch Banking and Trust Company, and Fifth Third Bank. The assessment area includes 320 census tracts with 36 low-income, 76 moderate-income, 87 middle-income, 116 upper-income, and 5 undesignated census tracts. Furthermore, 8.8 percent of the families are below the poverty level. The vast majority of lending opportunities will fall within the middle- and upper-income tracts with a high level of the housing and businesses located in these areas. Moderate-income areas also provide a fair opportunity based on housing, population, and businesses with fewer opportunities within the low-income tracts. Table 13 presents demographic data for the assessment area based on the 2010 U. S. Census.

²This rating reflects performance within the multistate metropolitan area. The statewide evaluations are adjusted and do not reflect performance in the parts of those states contained within the multistate metropolitan area.

Table 13: Demographic Information for Charlotte Multi-State MSA Assessment Area*						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	320	11.25	23.75	27.19	36.25	1.56
Population by Geography	1,346,993	8.46	22.58	30.36	38.43	0.17
Owner-Occupied Housing by Geography	332,075	4.05	18.64	32.77	44.52	0.02
Businesses by Geography**	131,440	8.63	17.58	26.28	46.19	1.32
Farms by Geography	2,858	5.74	18.12	41.29	34.57	0.28
Family Distribution by Income Level	329,499	20.32	16.96	19.83	42.89	0.00
Distribution of Low and Moderate Income Families throughout AA Geographies	122,857	15.29	34.66	30.95	19.10	0.00
Median Family Income FFIEC Adjusted Median Family Income for 2012*** FFIEC Adjusted Median Family Income for 2013***		\$64,787 \$68,500 \$64,100	Median Housing Value Families Below Poverty Level		\$204,956 8.8%	

* Except for marked data, all information is from the 2010 U.S. Census. ** This data is provided by D&B 2013.

*** This data is estimated by the Federal Financial Institutions Examination Council.

The unemployment rates of the assessment area continue to decline. Union County unemployment rates are consistently at or below the state, National, and MSA levels with Mecklenburg County rates comparable to the National, state, and MSA levels. York County unemployment rates remain slightly above the three comparable areas. The major sources of employment in the assessment area are leisure and hospitality, professional and businesses services, and financial activities. The largest employers in the assessment area are Carolinas Health Care System, Wells Fargo, Wal-Mart Stores, Inc., and Bank of America. Table 14 presents the unemployment rates for the assessment area, including the State, MSA, and National unemployment rates.

Table 14 – Unemployment Rates			
Geographic Area	Unemployment Rate (%)		
	2012	2013	2014
USA	8.1	7.4	6.2
North Carolina	9.3	8.0	6.3
South Carolina	9.0	7.6	6.0
Charlotte NC-SC MSA	9.3	8.1	6.3
Mecklenburg County	9.1	8.0	6.4
Union County	8.1	6.9	5.4
York County	10.7	8.9	6.8

Source: Bureau of Labor Statistics.

The economic data for the assessment area reflects growth that has been more than the Nation. The growth rate in the assessment area is expected to continue to outperform the Nation moving the economy in the area close to an expansion. The area experienced the most growth in professional services and retail trade. In addition, the financial industry is stabilizing and manufacturing is expanding. Improvement in these sectors should lead to significant employment gains. Moreover, the area provides an affordable environment for businesses and workers. There has been an increase in the demand for housing, particularly multi-family housing, as the foreclosure inventories continue to decline. Finally, the area is expected to experience above average population growth.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TEST IN THE CHARLOTTE MULTI-STATE MSA ASSESSMENT AREA

LENDING TEST

Yadkin Bank's Lending Test performance in the Charlotte NC-SC MSA is rated High Satisfactory. Lending levels reflect good responsiveness to assessment area credit needs. The core tables in Appendix D detail the number and dollar volume of HMDA and CRA loans in this assessment area for 2013. However, a detailed review of 2012 was also performed and anomalies are discussed, where appropriate. During the review period, home mortgage, small business, and small farm loans represent 36.4, 56.9 and 6.7 percent of the total number of loans in the assessment area, respectively. As such, small business loans received the most significant weighting for the lending performance test.

Geographic Distribution of Lending

The geographic distribution of home mortgage loans reflects adequate penetration throughout the assessment area. Home purchase lending in low-income tracts was comparable to demographic data and exceeded the aggregate lenders. Similar performance is noted for moderate-income tracts. Yadkin Bank did not make any home refinance loans in low-income census tracts in 2013. Lending in moderate-income census tracts was comparable to the aggregate lending levels, but well below the demographic data.

The geographic distribution of small business loans reflects good penetration throughout the assessment area. Small business lending in low-income census tracts in 2013 was consistent with the aggregate lending levels and mirrored the demographic data. Lending in moderate-income census tracts was marginally lower than the aggregate lending data but well below the demographic data. Lending in moderate-income census tracts 2013 represented a significant improvement over 2012.

The geographic distribution of small loans to farms reflects adequate penetration throughout the assessment area. Yadkin Bank did not make any small loans to farms in low-income census tracts in 2013; however, aggregate lending data was less than 0.5 percent. Lending to small farms in moderate-income census tracts was below demographic data, but exceeded aggregate lending levels.

Borrower Distribution of Lending

The distribution of borrowers reflects good penetration among retail customers of different income levels. Home purchase lending to low-income borrowers in 2013 significantly exceeded the aggregate lending levels and was well above the demographic data when families below the poverty level are considered. Lending to moderate-income borrowers significantly exceeded the aggregate lending levels and the demographic data. Home refinance lending to low-income borrowers was consistent with the aggregate lending levels and below demographic data but was good when families below the poverty level are considered. Lending to moderate-income borrowers was slightly below the aggregate lending levels and the demographic data.

The distribution of borrowers reflects good penetration among business customers of different sizes. The bank originated 61.1 percent of small business loans to businesses with annual gross revenues of \$1 million or less in 2013. Lending was well above aggregate lending of 48.9 percent, but considerably below the percentage of small businesses of 71.6 percent. Loans to small businesses in amounts of \$100,000 or less was 58.9 percent.

The distribution of small loans to farm among farms of different sizes reflects good penetration. The bank originated 93.9 percent of small loans to farms with annual gross revenues of \$1 million or less in 2013. Lending was well above aggregate lending of 50.0 percent, but slightly below the percentage of small farms, 96.5 percent. Small loans to farms in amounts of \$100,000 or less was 69.7 percent.

Community Development Lending

The institution extended an adequate level of community development loans in this assessment area. During this evaluation period, the bank originated 9 community development loans totaling \$16.7 million. This level of activity represents 47.4 percent by number and 38.2 percent, by dollar volume of the bank-wide community development loans.

Specifically, Yadkin Bank extended 2 loans totaling \$2.5 million to a non-profit community development organizations that provide services to low- and moderate-income individuals; 6 loans totaling \$12.6 million through a program that promotes economic development in the more rural parts of this assessment area by providing support for loans to businesses in low- and moderate-income communities; and 1 loan totaling \$1.6 million to a small business that supports permanent job creation in a low-income area.

Flexible Lending Programs

Please refer to page 12 for a discussion of the bank's flexible lending programs.

INVESTMENT TEST

The institution has an adequate level of qualified community development investments in the assessment area. The bank invested in two SBICs in this area for a total of \$4,309,000. Please refer to page 14 for additional detail.

The bank also extended \$15,212 in donations to various organizations within the assessment area that have a community development purpose. In addition, the bank hosted a customer appreciation event which included a month-long charity drive to support local non-profit organizations. The charities received monetary donations from employees and customers and the bank matched a portion of donations at each branch. Following are examples of donations made in this assessment area.

- Two donations totaling \$5,400 to a non-profit that supports children from low- and moderate-income families.
- Three donations totaling \$1,000 to a non-profit charity that provides services to low- and moderate-income families.
- Three donations totaling \$2,150 to a non-profit that provides support services to low- and moderate-income families and battered women.

SERVICE TEST

Yadkin Bank demonstrated a High Satisfactory record regarding its performance under the service test. The bank's delivery systems are accessible to essentially all areas of the assessment area, and services do not vary in a way that would inconvenience certain portions of the assessment area, particularly low- and moderate-income geographies and/or individuals. The bank has provided a relatively high level of community development services.

Retail Banking Services

As of the evaluation date, the bank operated 11 branches and full services ATMs in the Charlotte MSA assessment area. The share of Yadkin Bank's total branches in the Charlotte Multi-State MSA assessment area is 32.4 percent. One branch or 9.1 percent of the bank's branches is located in a low-income census tract. There are no branches in moderate-income census tracts. The population living in low- and moderate-income census tracts is 8.5 percent and 22.6 percent, respectively.

The bank did not open or close any branches in the Charlotte Multi-State MSA assessment area during this evaluation period. The services the bank provides, including its hours of operation, do not vary in a way that inconveniences customers in the assessment areas, particularly those residing in low- and moderate-income geographies and those considered low- and moderate-income.

Finally, the bank also offers a variety of alternative systems that are very effective in delivering retail banking services throughout these assessment areas in response to identified needs. Specific information regarding alternative delivery systems is included in the overall bank performance evaluation.

Community Development Services

Yadkin Bank provided a relatively high level of community development services in this assessment area. Detailed below are examples of employees who serve in different capacities at different organizations.

- A bank employee served as a Board member and the Treasurer for an organization that provides housing and transitional services for victims of domestic abuse and human trafficking.
- A bank employee serves as a volunteer at a shelter ministry that provides emergency, winter, and battered women shelters located in the most impoverished area.
- A bank employee serves as a Board member at a foundation that helps with the annual Toys for Tots program.
- A bank employee serves on the Board and as the Treasurer for a non-profit organization that facilitates affordable housing to low- and moderate-income families.
- An employee serves on the Executive Board of Directors for a non-profit whose mission is to inspire and enable young people, especially those who are in need to realize their full potential as productive citizens.
- An executive employee serves as a Board member on an economic development advisory committee whose mission is to enhance the vitality of the local economy by retaining existing businesses, encouraging entrepreneurship, and attracting new businesses.
- A bank employee serves as a Board member and a financing and consulting member for the Habitat for Humanity.
- A bank employee serves as a financing and consulting member on the Habitat for Humanity.
- A bank employee serves as a Board member on a development corporation.
- A bank employee serves as a Board member for a function that supports local non-profits including SCAN (Stop Child Abuse NOW) and the Habitat for.
- An employee serves as the President and Chairman of Financial Matters for an organization that provides programs and services for at risk and in-need children. The majority of the children served are considered low- and moderate-income.
- An employee serves as a Board member for the Chambers of Commerce.

SOUTH CAROLINA

CRA RATING FOR South Carolina: Needs to Improve

The Lending Test is rated: Low Satisfactory

The Investment Test is rated: Needs to Improve

The Service Test is rated: Low Satisfactory

SCOPE OF EXAMINATION

The evaluation of the South Carolina performance considered bank operations in the Non-MSA assessment area. The Non-MSA assessment area consists of Cherokee County. The examiners reviewed all HMDA and CRA loans and community development lending, qualified CRA investments, and services within the assessment area since the last examination. Core tables related to the South Carolina assessment area are found in Appendix D.

DESCRIPTION OF INSTITUTION’S OPERATIONS IN NON-MSA

The bank operates 2 branches or 5.9 percent of the bank’s branch network in the Non-MSA assessment area. Yadkin Bank ranks 2nd of all the institutions in the assessment area in terms of deposit market share at 19.6 percent. Competitor institutions in the assessment areas include First Piedmont Federal Savings and Loan Association, Bank of America, Wells Fargo Bank, and the Palmetto Bank. The assessment area includes 13 census tracts with 2 moderate-income, 9 middle-income, and 2 upper-income census tracts. There are no low-income census tracts in the assessment area. Furthermore, 14.3 percent of the families are below the poverty level. All middle-income census tracts are underserved and/or distressed census tracts dispersed throughout the county. Most of the lending opportunities and credit needs are concentrated in the middle-income areas. Table 15 presents demographic data for the assessment area based on the 2010 U. S. Census.

Table 15: Demographic Information for the Non-MSA Assessment Area*					
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #
Geographies (Census Tracts/BNAs)	13	0.00	15.38	69.23	15.39
Population by Geography	55,342	0.00	17.12	65.04	17.84
Owner-Occupied Housing by Geography	14,360	0.00	11.16	69.51	19.33
Businesses by Geography**	3,078	0.00	13.97	57.83	28.20
Farms by Geography	106	0.00	5.66	66.98	27.36
Family Distribution by Income Level	13,569	21.67	18.39	20.64	39.30
Distribution of Low and Moderate Income Families throughout AA Geographies	5,436	0.00	21.32	66.92	11.76

Median Family Income	\$46,847	Median Housing Value	\$82,748
FFIEC Adjusted Median Family Income for 2012***	\$48,300	Families Below Poverty Level	14.3%
FFIEC Adjusted Median Family Income for 2013***	\$47,500		

* Except for marked data, all information is from the 2010 U.S. Census. ** This data is provided by D&B 2013.

*** This data is estimated by the Federal Financial Institutions Examination Council.

The unemployment rate of the assessment area continues to decline. However, it remains well above the state and National levels. Cherokee County has consistently had higher unemployment rates than both the state and National levels. The major sources of employment in the assessment area are manufacturing, trade, transportation, and utilities, and government. The largest employers in the assessment area are Nestle USA, Milliken & Company, The Timken Company, and Freightliner Custom Chassis Corporation. Table 16 presents the unemployment rates for the assessment area, including the state and National unemployment rates.

Table 16 – Unemployment Rates			
Geographic Area	Unemployment Rate (%)		
	2012	2013	2014
USA	8.1	7.4	6.2
South Carolina	9.0	7.6	6.0
Cherokee County	11.5	9.5	7.0

Source: Bureau of Labor Statistics.

The economic data for the assessment area reflects modest improvement in the economy. The estimated population growth for the assessment area has been approximately 0.2 percent in 2013 which was substantially lower than the estimated National and state population growth estimates for the same time period. In addition, per capita personal income is well below the National and state levels. While personal bankruptcies declined at the National and state level, there was a 5.8 percent increase in the assessment area in 2013.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN THE SOUTH CAROLINA NON-MSA ASSESSMENT AREA

LENDING TEST

Yadkin Bank's Lending Test performance in the Non-MSA assessment area is rated Low Satisfactory. Lending levels reflect adequate responsiveness to assessment area credit needs. The core tables in Appendix D detail the number and dollar volume of HMDA and CRA loans in this assessment area for 2013. However, a detailed review of 2012 was also performed and anomalies are discussed, where appropriate. During the review period, home mortgage and small business represent 34.5 and 65.5 percent of the total number of loans, respectively. As such, small business loans received the most significant weighting for the lending performance test. There were no small farms made in this assessment area.

Geographic Distribution of Lending

The geographic distribution of home mortgage loans reflects good penetration throughout the

assessment area. The bank did not make any home purchase loans in moderate-income census tracts in 2013. Home refinance lending in moderate-income census tracts was three times the aggregate data and exceeded demographic data. This was a significant improvement from 2012 when the bank did not make any loans in moderate-income census tracts.

The geographic distribution of small business loans reflects excellent penetration throughout the assessment area, well above the aggregate lending levels and the demographic data.

Borrower Distribution of Lending

The distribution of borrowers reflects poor penetration among retail customers of different income levels. The bank did not make any home purchase loans to low-income borrowers in 2013. Lending to moderate-income borrowers was significantly below the aggregate lending levels as well as below the demographic data. The bank did not originate any home refinance loans to low- or moderate-income borrowers, which was a deterioration from the bank's 2012 performance.

The distribution of borrowers reflects good penetration among business customers of different sizes. The bank originated 38.9 percent of small business loans to businesses with annual gross revenues of \$1 million or less in 2013, and lending was slightly above aggregate lending of 36.7 percent, but well below the percentage of small businesses of 66.6 percent. Loans in amounts of \$100,000 or less to small businesses was 63.9 percent in 2013.

Innovative and Flexible Lending Programs

Please refer to page 12 for a discussion of the bank's flexible lending programs.

Community Development Lending

During this evaluation period, the bank did not have any community development loans in this assessment area.

INVESTMENT TEST

The institution has a poor level of qualified community development investments in the assessment area. Yadkin Bank made two donations totaling \$1,300 that meet the definition of a qualified investment. The donations were to a non-profit that provides food and other basic services to low-income families.

SERVICE TEST

Yadkin Bank demonstrated a Low Satisfactory record regarding its performance under the service test. The bank's delivery systems are reasonably accessible to essentially all areas of the assessment area, and services do not vary in a way that would inconvenience certain portions of the assessment area, particularly low- and moderate-income geographies and/or individuals.

Retail Banking Services

As of the evaluation date, the bank operated 2 branches and full services ATMs in the Non-MSA assessment area. The share of Yadkin Bank's total branches in the assessment area is 5.9 percent. There are no branches in the moderate-income census tracts. However, 1 branch is in a distressed and/or underserved middle-income census tract. The population living in moderate-income census tracts is 17.1 percent. The branches are accessible to essentially all portions of the assessment area.

The bank did not open or close any branches in South Carolina during this evaluation period. The services the bank provides, including its hours of operation, do not vary in a way that inconveniences customers in the assessment areas, particularly those residing in low- and moderate-income geographies and those considered low- and moderate-income.

Finally, the bank also offers a variety of alternative systems that are very effective in delivering retail banking services throughout these assessment areas in response to identified needs. Specific information regarding alternative delivery systems is included in the overall bank performance evaluation.

Community Development Services

Yadkin Bank provides a limited level of community development services in this assessment area. Detailed below is the service provided in this area.

- An employee serves as the Treasurer for the Rotary Club that focuses on providing shoes to needy children within the school system and scholarships to 1-2 graduating high school seniors each year.

APPENDIX A - SCOPE OF EXAMINATION TABLE

SCOPE OF EXAMINATION			
<p>Large bank CRA examination procedures were used for this evaluation. Each state or multi-state MSA (if the bank had branches in more than one state) in which the institution maintains a branch office received analysis and review of its lending, investments, and services activities to arrive at a state-wide or multi-state MSA rating.</p>			
TIME PERIOD REVIEWED		<p>The lending (geographic distribution and borrower distribution) review included an analysis of 2012 to 2014 HMDA and CRA data, although only 2013 data is presented in Appendix D. For community development lending, innovative and flexible practices, qualified investments, and community development services, the review time period was May 15, 2012 to December 31, 2014. The branch office distribution was as of December 31, 2014.</p>	
FINANCIAL INSTITUTION		PRODUCTS REVIEWED	
Yadkin Bank, Statesville NC		<p>Loans reported pursuant to HMDA and CRA data reporting requirements (including community development loans,) community development investments and services, and delivery systems for the bank's products and services were reviewed. Small Farms represented a negligible percentage of the total loan portfolio and were therefore not reviewed.</p>	
AFFILIATE(S)	AFFILIATE RELATIONSHIP		PRODUCTS REVIEWED
			-
None Reviewed			

LIST OF ASSESSMENT AREAS AND TYPE OF EXAMINATION

ASSESSMENT AREA	TYPE OF EXAMINATION	BRANCHES VISITED	OTHER INFORMATION
North Carolina Non-MSA	Full	None	None
Durham MSA	Full	None	None
Winston-Salem MSA	Limited	None	None
Charlotte, NC-SC Multi-State MSA	Full	None	None
South Carolina Non-MSA	Full	None	None

**APPENDIX B - SUMMARY OF STATE AND MULTISTATE METROPOLITAN
AREA RATINGS**

State or Multistate Metropolitan Area Name	Lending Test Rating	Investment Test Rating	Service Test Rating	Overall State Rating
North Carolina	High Satisfactory	Low Satisfactory	High Satisfactory	Satisfactory
Charlotte Multi State MSA	High Satisfactory	Low Satisfactory	High Satisfactory	Satisfactory
South Carolina	Low Satisfactory	Needs Improvement	Low Satisfactory	Needs to Improve

APPENDIX C – GLOSSARY

Aggregate lending: The number of loans originated and purchased by all reporting lenders in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the metropolitan area/assessment area.

Census tract: A small subdivision of metropolitan and other densely populated counties. Census tract boundaries do not cross county lines; however, they may cross the boundaries of metropolitan statistical areas. Census tracts usually have between 2,500 and 8,000 persons, and their physical size varies widely depending upon population density. Census tracts are designed to be homogeneous with respect to population characteristics, economic status, and living conditions to allow for statistical comparisons.

Community development: All Agencies have adopted the following language. Affordable housing (including multifamily rental housing) for low- or moderate-income individuals; community services targeted to low- or moderate-income individuals; activities that promote economic development by financing businesses or farms that meet the size eligibility standards of the Small Business Administration's Development Company or Small Business Investment Company programs (13 CFR 121.301) or have gross annual revenues of \$1 million or less; or, activities that revitalize or stabilize low- or moderate-income geographies.

Effective September 1, 2005, the Board of Governors of the Federal Reserve System, Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation have adopted the following additional language as part of the revitalize or stabilize definition of community development. Activities that revitalize or stabilize-

- Low-or moderate-income geographies;
- Designated disaster areas; or
- Distressed or underserved nonmetropolitan middle-income geographies designated by the Board, Federal Deposit Insurance Corporation, and Office of the Comptroller of the Currency, based on-
 - Rates of poverty, unemployment, and population loss; or
 - Population size, density, and dispersion. Activities that revitalize and stabilize geographies designated based on population size, density, and dispersion if they help to meet essential community needs, including needs of low- and moderate-income individuals.

Consumer loan(s): A loan(s) to one or more individuals for household, family, or other personal expenditures. A consumer loan does not include a home mortgage, small business, or small farm loan. This definition includes the following categories: motor vehicle loans, credit card loans, home equity loans, other secured consumer loans, and other unsecured consumer loans.

Family: Includes a householder and one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption. The number of family households always equals the number of families; however, a family household may also include non-relatives living with the family. Families are classified by type as either a married-couple family or other family, which is further classified into 'male householder' (a family with a male householder and no wife present) or 'female householder' (a family with a female householder and no husband present).

Full-scope review: Performance under the Lending, Investment, and Service Tests is analyzed considering performance context, quantitative factors (for example, geographic distribution, borrower distribution, and total number and dollar amount of investments), and qualitative factors (for example, innovativeness, complexity, and responsiveness).

Geography: A census tract delineated by the United States Bureau of the Census in the most recent decennial census.

Home Mortgage Disclosure Act (HMDA): The statute that requires certain mortgage lenders that do business or have banking offices in a metropolitan statistical area to file annual summary reports of their mortgage lending activity. The reports include such data as the race, gender, and the income of applications, the amount of loan requested, and the disposition of the application (for example, approved, denied, and withdrawn).

Home mortgage loans: Includes home purchase and home improvement loans as defined in the HMDA regulation. This definition also includes multifamily (five or more families) dwelling loans, loans for the purchase of manufactured homes and refinancings of home improvement and home purchase loans.

Household: Includes all persons occupying a housing unit. Persons not living in households are classified as living in group quarters. In 100 percent tabulations, the count of households always equals the count of occupied housing units.

Limited-scope review: Performance under the Lending, Investment, and Service Tests is analyzed using only quantitative factors (for example, geographic distribution, borrower distribution, total number and dollar amount of investments, and branch distribution).

Low-income: Individual income that is less than 50 percent of the area median income, or a median family income that is less than 50 percent, in the case of a geography.

Market share: The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the metropolitan area/assessment area.

Metropolitan area (MA): A metropolitan statistical area (MSA) or a metropolitan division (MD) as defined by the Office of Management and Budget. A MSA is a core area containing at least one urbanized area of 50,000 or more inhabitants, together with adjacent communities having a high degree of economic and social integration with that core. A MD is a division of a MSA based on specific criteria including commuting patterns. Only a MSA that has a population of at least 2.5 million may be divided into MDs.

Middle-income: Individual income that is at least 80 percent and less than 120 percent of the area median income, or a median family income that is at least 80 percent and less than 120 percent, in the case of a geography.

Moderate-income: Individual income that is at least 50 percent and less than 80 percent of the area median income, or a median family income that is at least 50 percent and less than 80 percent, in the case of a geography.

Multifamily: Refers to a residential structure that contains five or more units.

Other products: Includes any unreported optional category of loans for which the institution collects and maintains data for consideration during a CRA examination. Examples of such activity include consumer loans and other loan data an institution may provide concerning its lending performance.

Owner-occupied units: Includes units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

Qualified investment: A qualified investment is defined as any lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

Rated area: A rated area is a state or multistate metropolitan area. For an institution with domestic branches in only one state, the institution's CRA rating would be the state rating. If an institution maintains domestic branches in more than one state, the institution will receive a rating for each state in which those branches are located. If an institution maintains domestic branches in two or more states within a multistate metropolitan area, the institution will receive a rating for the multistate metropolitan area.

Small loan(s) to business(es): A loan included in 'loans to small businesses' as defined in the Consolidated Report of Condition and Income (Call Report) and the Thrift Financial Reporting (TFR) instructions. These loans have original amounts of \$1 million or less and typically are either secured by nonfarm or nonresidential real estate or are classified as commercial and industrial loans. However, thrift institutions may also exercise the option to report loans secured by nonfarm residential real estate as "small business loans" if the loans are reported on the TFR as nonmortgage, commercial loans.

Small loan(s) to farm(s): A loan included in 'loans to small farms' as defined in the instructions for preparation of the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of \$500,000 or less and are either secured by farmland, or are classified as loans to finance agricultural production and other loans to farmers.

Upper-income: Individual income that is more than 120 percent of the area median income, or a median family income that is more than 120 percent, in the case of a geography.

APPENDIX D: LENDING AND BRANCH DISTRIBUTION TABLES

NORTH CAROLINA

Institution ID: YADKIN BANK (30000019861)

(Included)

Table 1. Lending Volume

LENDING VOLUME												
Geography: NORTH CAROLINA												
Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013												
Assessment Area (2013):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
YB Durham NC AA	14.32	73	13,193	83	13,431	1	35	0	0	157	26,659	13.64
YB NC Non-MSA AA	77.74	387	70,306	395	50,825	70	4,664	0	0	852	125,795	69.33
Limited Review:												
YB Winston-Salem NC AA	7.94	43	4,742	36	4,065	8	582	0	0	87	9,389	17.03

* Loan Data as of December 31, 2013. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2013 to December 31, 2013.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

(Included)

Table 2a. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE DECEMBER 31, 2013		Geography: NORTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO					
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*				
	#	% of Total**	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp	
Full Review:															
YB Durham NC AA	35	16.59	3.39	5.71	17.80	34.29	32.64	31.43	46.16	28.57	2.11	16.70	33.06	48.13	
YB NC Non-MSA AA	162	76.78	0.28	0.62	12.24	6.17	58.13	57.41	29.35	35.80	0.15	5.25	44.34	50.25	
Limited Review:															
YB Winston-Salem NC AA	14	6.64	0.00	0.00	25.23	21.43	74.77	78.57	0.00	0.00	0.00	26.87	73.13	0.00	

* Based on 2013 Peer Mortgage Data -- US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Table 3a. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT DECEMBER 31, 2013		Geography: NORTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total*	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Durham NC AA	7	41.18	3.39	14.29	17.80	14.29	32.64	71.43	46.16	0.00	3.85	19.46	37.33	39.37
YB NC Non-MSA AA	10	58.82	0.28	0.00	12.24	20.00	58.13	50.00	29.35	30.00	0.00	9.34	58.37	32.30
Limited Review:														
YB Winston-Salem NC AA	0	0.00	0.00	0.00	25.23	0.00	74.77	0.00	0.00	0.00	0.00	17.95	82.05	0.00

* Based on 2013 Peer Mortgage Data -- US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Institution ID: YADKIN BANK (30000019861)

Table 4a. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE DECEMBER 31, 2013			Geography: NORTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO			
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total*	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Durham NC AA	30	11.19	3.39	20.00	17.80	23.33	32.64	23.33	46.16	33.33	2.63	15.26	31.06	51.06
YB NC Non-MSA AA	209	77.99	0.28	0.00	12.24	8.61	58.13	62.20	29.35	29.19	0.05	5.61	48.38	45.96
Limited Review:														
YB Winston-Salem NC AA	29	10.82	0.00	0.00	25.23	37.93	74.77	62.07	0.00	0.00	0.00	24.32	75.68	0.00

* Based on 2013 Peer Mortgage Data -- US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Table 6a. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES DECEMBER 31, 2013			Geography: NORTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO					
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate Lending (%) by Tract Income*			
	#	% of Total**	% of Business es***	% BANK Loans	% of Business es**	% BANK Loans	% of Business es***	% BANK Loans	% of Business es**	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Durham NC AA	83	16.15	5.88	4.82	20.77	15.66	32.09	24.10	40.45	55.42	4.72	18.75	31.52	45.01
YB NC Non-MSA AA	395	76.85	0.38	0.00	9.26	11.65	53.00	58.73	37.36	29.62	0.31	8.36	50.18	41.15
Limited Review:														
YB Winston-Salem NC AA	36	7.00	0.00	0.00	23.21	30.56	76.79	69.44	0.00	0.00	0.00	26.33	73.67	0.00

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2013).

(Included)

Table 7a. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS DECEMBER 31, 2013		Geography: NORTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate Lending (%) by Tract Income*			
	#	% of Total**	% of Farms* **	% BANK Loans	% of Farms**	% BANK Loans	% of Farms**	% BANK Loans	% of Farms**	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Durham NC AA	1	1.27	3.39	0.00	11.68	0.00	43.09	100.00	41.83	0.00	3.23	3.23	41.94	51.61
YB NC Non-MSA AA	70	88.61	0.00	0.00	10.81	21.43	68.76	71.43	20.42	7.14	0.00	17.51	72.40	10.09
Limited Review:														
YB Winston-Salem NC AA	8	10.13	0.00	0.00	25.00	0.00	75.00	100.00	0.00	0.00	0.00	20.69	79.31	0.00

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2013).

(Included)

Table 8a. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE 2013		Geography: NORTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013					
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data*				
	#	% of Total**	% Families***	% BANK Loans****	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families*	% BANK Loans****	Low	Mod	Mid	Upp	
Full Review:															
YB Durham NC AA	35	16.59	22.80	16.67	16.61	33.33	17.70	16.67	42.89	33.33	7.95	22.06	22.96	47.03	
YB NC Non-MSA AA	162	76.78	20.88	6.92	16.76	28.93	18.89	19.50	43.47	44.65	3.87	15.50	21.89	58.74	
Limited Review:															
YB Winston-Salem NC AA	14	6.64	22.88	21.43	21.67	35.71	22.39	35.71	33.06	7.14	11.07	40.57	25.00	23.36	

* Based on 2013 Peer Mortgage Data -- US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 6.6% of loans originated and purchased by BANK.

(Included)

Table 9a. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT 31, 2013		Geography: NORTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO DECEMBER						
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data*			
	#	% of Total*	% Families**	% BANK Loans***	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families*	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB Durham NC AA	7	41.18	22.80	0.00	16.61	20.00	17.70	60.00	42.89	20.00	8.06	19.19	20.62	52.13
YB NC Non-MSA AA	10	58.82	20.88	22.22	16.76	11.11	18.89	33.33	43.47	33.33	8.69	13.33	23.64	54.34
Limited Review:														
YB Winston-Salem NC AA	0	0.00	22.88	0.00	21.67	0.00	22.39	0.00	33.06	0.00	17.95	25.64	28.21	28.21

* Based on 2013 Peer Mortgage Data -- US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 17.6% of loans originated and purchased by BANK.

(Included)

Table 10a. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE DECEMBER 31, 2013		Geography: NORTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data*			
	#	% of Total*	% Families***	% BANK Loans***	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families*	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB Durham NC AA	30	11.19	22.80	7.69	16.61	11.54	17.70	19.23	42.89	61.54	5.82	15.04	20.74	58.40
YB NC Non-MSA AA	209	77.99	20.88	1.46	16.76	18.05	18.89	15.61	43.47	64.88	4.47	11.13	18.28	66.12
Limited Review:														
YB Winston-Salem NC AA	29	10.82	22.88	6.90	21.67	44.83	22.39	20.69	33.06	27.59	9.46	18.69	29.50	42.34

* Based on 2013 Peer Mortgage Data -- US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 3.0% of loans originated and purchased by BANK.

(Included)

Table 11a. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES DECEMBER 31, 2013			Geography: NORTH CAROLINA			Evaluation Period: JANUARY 1, 2013 TO			
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Aggregate Lending Data*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
YB Durham NC AA	83	16.15	69.81	74.70	63.86	18.07	18.07	6,442	3,211
YB NC Non-MSA AA	395	76.85	73.80	67.59	66.08	19.49	14.43	6,615	3,301
Limited Review:									
YB Winston-Salem NC AA	36	7.00	73.99	72.22	66.67	22.22	11.11	416	220

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2013).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 2.92% of small loans to businesses originated and purchased by the bank.

(Included)

Table 12a. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS DECEMBER 31, 2013		Geography: NORTH CAROLINA			Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Aggregate Lending Data*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
YB Durham NC AA	1	1.27	96.86	100.00	100.00	0.00	0.00	31	13
YB NC Non-MSA AA	70	88.61	98.57	91.43	82.86	10.00	7.14	339	186
Limited Review:									
YB Winston-Salem NC AA	8	10.13	99.23	87.50	87.50	0.00	12.50	60	29

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2013).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 1.27% of small loans to farms originated and purchased by the bank.

(Included)

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS										Geography: NORTH CAROLINA				Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013			
Assessment Area:	Deposits	Branches						Branch Openings/Closings				Population					
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:																	
YB Durham NC AA	13.64	3	14.29	33.33	33.33	33.33	0.00	0	0	0	0	0	0	11.73	21.47	29.24	35.74
YB NC Non-MSA AA	69.33	15	71.42	0.00	13.33	46.67	40.00	0	1	0	0	-1	0	0.50	12.10	56.71	30.69
Limited Review:																	
YB Winston-Salem NC AA	17.03	3	14.29	0.00	33.33	66.67	0.00	0	0	0	0	0	0	0.00	26.12	73.88	0.00

CHARLOTTE MULTI-STATE MSA

Institution ID: YADKIN BANK

(30000019861) (Included)

Table 1. Lending Volume

LENDING VOLUME		Geography: CHARLOTTE NC-SC						Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013				
Assessment Area (2013):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
YB Charlotte NC SC AA	100.00	179	29,234	280	47,974	33	3,241	0	0	492	80,449	100.00

* Loan Data as of December 31, 2013. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2013 to December 31, 2013.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

(Included)

Table 2a. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC						Evaluation Period: JANUARY 1, 2013 TO						
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total**	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	79	100.00	4.05	3.80	18.64	17.72	32.77	37.97	44.53	40.51	2.52	13.36	29.40	54.72

* Based on 2013 Peer Mortgage Data -- US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

Table 3a. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total*	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	3	100.0 0	4.05	0.00	18.64	33.33	32.77	66.67	44.53	0.00	2.99	16.40	30.11	50.50

* Based on 2013 Peer Mortgage Data -- US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Table 4a. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total*	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	95	100.00	4.05	0.00	18.64	12.63	32.77	45.26	44.53	42.11	2.50	12.60	28.20	56.71

* Based on 2013 Peer Mortgage Data -- US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Table 6a. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES DECEMBER 31, 2013			Geography: CHARLOTTE NC-SC						Evaluation Period: JANUARY 1, 2013 TO					
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate Lending (%) by Tract Income*			
	#	% of Total**	% of Business es***	% BANK Loans	% of Businesses ***	% BANK Loans	% of Business es***	% BANK Loans	% of Business es***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	278	100.00	8.63	8.63	17.58	12.95	26.28	43.17	46.19	35.25	9.51	14.48	25.82	50.19

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2013).

(30000019861) (Included)

Table 7a. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS 1, 2013 TO DECEMBER 31, 2013			Geography: CHARLOTTE NC-SC								Evaluation Period: JANUARY			
Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate Lending (%) by Tract Income*			
	#	% of Total**	% of Farms***	% BANK Loans	% of Farms**	% BANK Loans	% of Farms**	% BANK Loans	% of Farms**	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	33	100.00	5.74	0.00	18.12	12.12	41.29	78.79	34.57	9.09	0.54	9.24	70.65	19.57

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2013).

(Included)

Table 8a. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE 2013		Geography: CHARLOTTE NC-SC						Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013						
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data *			
	#	% of Total**	% Families***	% BANK Loans**	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families**	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	79	100.00	20.32	15.49	16.96	28.17	19.83	16.90	42.88	39.44	7.85	20.92	21.23	50.00

* Based on 2013 Peer Mortgage Data -- US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 10.1% of loans originated and purchased by BANK.

Table 9a. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC						Evaluation Period: JANUARY 1, 2013 TO						
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data*			
	#	% of Total*	% Families**	% BANK Loans***	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families**	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	3	100.00	20.32	33.33	16.96	33.33	19.83	0.00	42.88	33.33	9.74	15.59	22.11	52.56

* Based on 2013 Peer Mortgage Data -- US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 0.0% of loans originated and purchased by BANK.

(Included)

Table 10a. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC						Evaluation Period: JANUARY 1, 2013 TO						
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data *			
	#	% of Total*	% Families***	% BANK Loans***	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families**	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB Charlotte NC SC AA	95	100.00	20.32	7.95	16.96	13.64	19.83	26.14	42.88	52.27	7.17	14.92	19.81	58.11

* Based on 2013 Peer Mortgage Data -- US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 7.4% of loans originated and purchased by BANK.

Table 11a. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC			Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Aggregate Lending Data*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
YB Charlotte NC SC AA	280	100.00	71.64	61.07	58.93	20.71	20.36	24,935	12,200

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2013).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 6.79% of small loans to businesses originated and purchased by the bank.

Table 12a. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS 1, 2013 TO DECEMBER 31, 2013		Geography: CHARLOTTE NC-SC			Evaluation Period: JANUARY				
Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Aggregate Lending Data*	
	#	% of Total**	% of Farms***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev\$ 1 Million or Less
Full Review:									
YB Charlotte NC SC AA	33	100.00	96.50	93.94	69.70	21.21	9.09	186	93

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source D&B - 2013).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 0.00% of small loans to farms originated and purchased by the bank.

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS JANUARY 1, 2013 TO December 1, 2013								Geography: CHARLOTTE NC-SC				Evaluation Period:					
Assessment Area:	Deposits	Branches						Branch Openings/Closings				Population					
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:																	
YB Charlotte NC SC AA	100.00	11	100.00	9.09	0.00	18.18	72.73	1	0	0	0	0	1	8.46	22.58	30.36	38.43

SOUTH CAROLINA

Institution ID: YADKIN BANK (30000019861)

(Included)

Table 1. Lending Volume

LENDING VOLUME		Geography: SOUTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013				
Assessment Area (2013):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)	
Full Review:												
YB SC Non-MSA AA	100.00	19	4,284	36	4,860	0	0	0	0	55	9,144	100.00

* Loan Data as of December 31, 2013. Rated area refers to either state or multi-state MA rating area.

** The evaluation period for Community Development Loans is from January 01, 2013 to December 31, 2013.

*** Deposit Data as of June 30, 2014. Rated Area refers to either the state, multi-state MA, or institution, as appropriate.

(Included)

Table 2a. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE 31, 2013		Geography: SOUTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO DECEMBER						
Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total**	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	12	100.00	0.00	0.00	11.16	0.00	69.51	83.33	19.33	16.67	0.00	8.04	64.07	27.90

* Based on 2013 Peer Mortgage Data -- US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Table 3a. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT DECEMBER 31, 2013		Geography: SOUTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total*	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	0	0.00	0.00	0.00	11.16	0.00	69.51	0.00	19.33	0.00	0.00	10.34	68.97	20.69

* Based on 2013 Peer Mortgage Data -- US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Institution ID: YADKIN BANK (30000019861)

Table 4a. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE DECEMBER 31, 2013		Geography: SOUTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate HMDA Lending (%) by Tract Income*			
	#	% of Total*	% Owner Occ Units***	% BANK Loans**	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	% Owner Occ Units***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	6	100.00	0.00	0.00	11.16	16.67	69.51	33.33	19.33	50.00	0.00	5.03	65.22	29.75

* Based on 2013 Peer Mortgage Data -- US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied units in a particular geography divided by the number of owner occupied housing units in the area based on 2010 Census information.

**** Data shown includes only One to Four-family and manufactured housing. (Property type of 1 or 2)

(Included)

Table 6a. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES DECEMBER 31, 2013			Geography: SOUTH CAROLINA								Evaluation Period: JANUARY 1, 2013 TO			
Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Aggregate Lending (%) by Tract Income*			
	#	% of Total**	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	% of Businesses***	% BANK Loans	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	36	100.00	0.00	0.00	13.97	22.22	57.83	47.22	28.20	30.56	0.00	13.28	57.39	29.32

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2013).

(Included)

Table 8a. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE 2013		Geography: SOUTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013						
Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data *			
	#	% of Total**	% Families***	% BANK Loans**	% Families***	% BANK Loans****	% Families**	% BANK Loans****	% Families**	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	12	100.00	21.67	0.00	18.39	16.67	20.64	16.67	39.30	66.67	7.29	30.73	33.33	28.65

* Based on 2013 Peer Mortgage Data -- US and PR

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 0.0% of loans originated and purchased by BANK.

(Included)

Table 9a. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT 31, 2013		Geography: SOUTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO DECEMBER						
Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data *			
	#	% of Total*	% Families***	% BANK Loans***	% Families***	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	0	0.00	21.67	0.00	18.39	0.00	20.64	0.00	39.30	0.00	6.90	31.03	44.83	17.24

* Based on 2013 Peer Mortgage Data -- US and PR

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 0.0% of loans originated and purchased by BANK.

(Included)

Table 10a. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE DECEMBER 31, 2013		Geography: SOUTH CAROLINA						Evaluation Period: JANUARY 1, 2013 TO						
Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Aggregate Lending Data *			
	#	% of Total*	% Families***	% BANK Loans***	% Families***	% BANK Loans****	% Families***	% BANK Loans****	% Families***	% BANK Loans****	Low	Mod	Mid	Upp
Full Review:														
YB SC Non-MSA AA	6	100.00	21.67	0.00	18.39	0.00	20.64	0.00	39.30	100.00	6.78	18.16	29.54	45.53

* Based on 2013 Peer Mortgage Data -- US and PR

** Home refinance loans originated and purchased in the MA/AA as a percentage of all home refinance loans originated and purchased in the rated area.

*** Percentage of Families is based on the 2010 Census information.

**** As a percentage of loans with borrower income information available. No information was available for 33.3% of loans originated and purchased by BANK.

(Included)

Table 11a. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES DECEMBER 31, 2013		Geography: SOUTH CAROLINA			Evaluation Period: JANUARY 1, 2013 TO				
Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Aggregate Lending Data*	
	#	% of Total**	% of Businesses***	% BANK Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev\$ 1 Million or Less
Full Review:									
YB SC Non-MSA AA	36	100.00	66.57	38.89	63.89	25.00	11.11	422	155

* Based on 2013 Peer Small Business Data -- US and PR

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source D&B - 2013).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 2.78% of small loans to businesses originated and purchased by the bank.

(Included)

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS								Geography: SOUTH CAROLINA				Evaluation Period: JANUARY 1, 2013 TO DECEMBER 31, 2013					
Assessment Area:	Deposits	Branches						Branch Openings/Closings				Population					
	% of Rated Area Deposits in AA	# of BANK Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:																	
YB SC Non-MSA AA	100.00	2	100.00	0.00	0.00	50.00	50.00	0	0	0	0	0	0	0.00	17.12	65.04	17.85

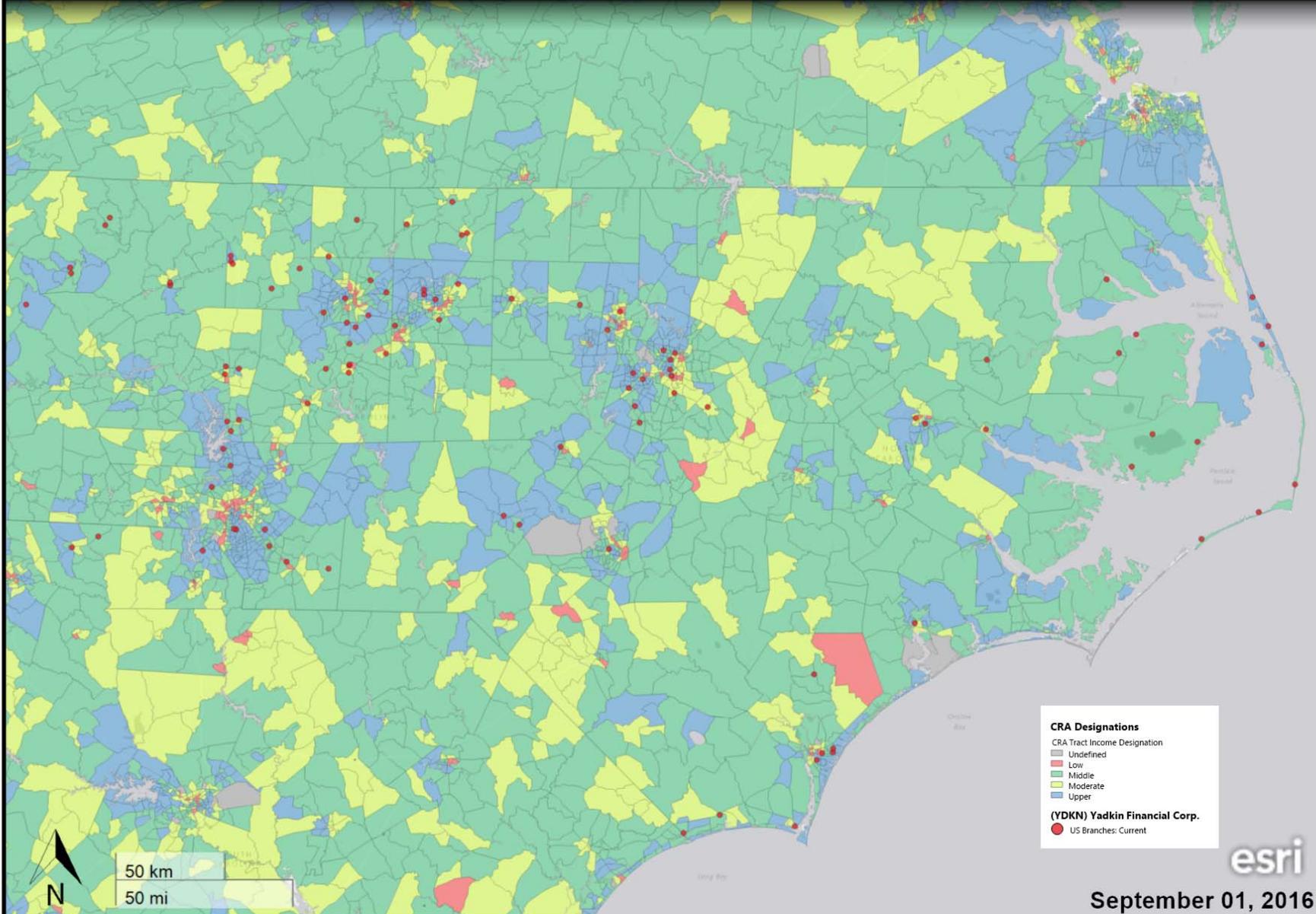
EXHIBIT “J”

YADKIN BANK

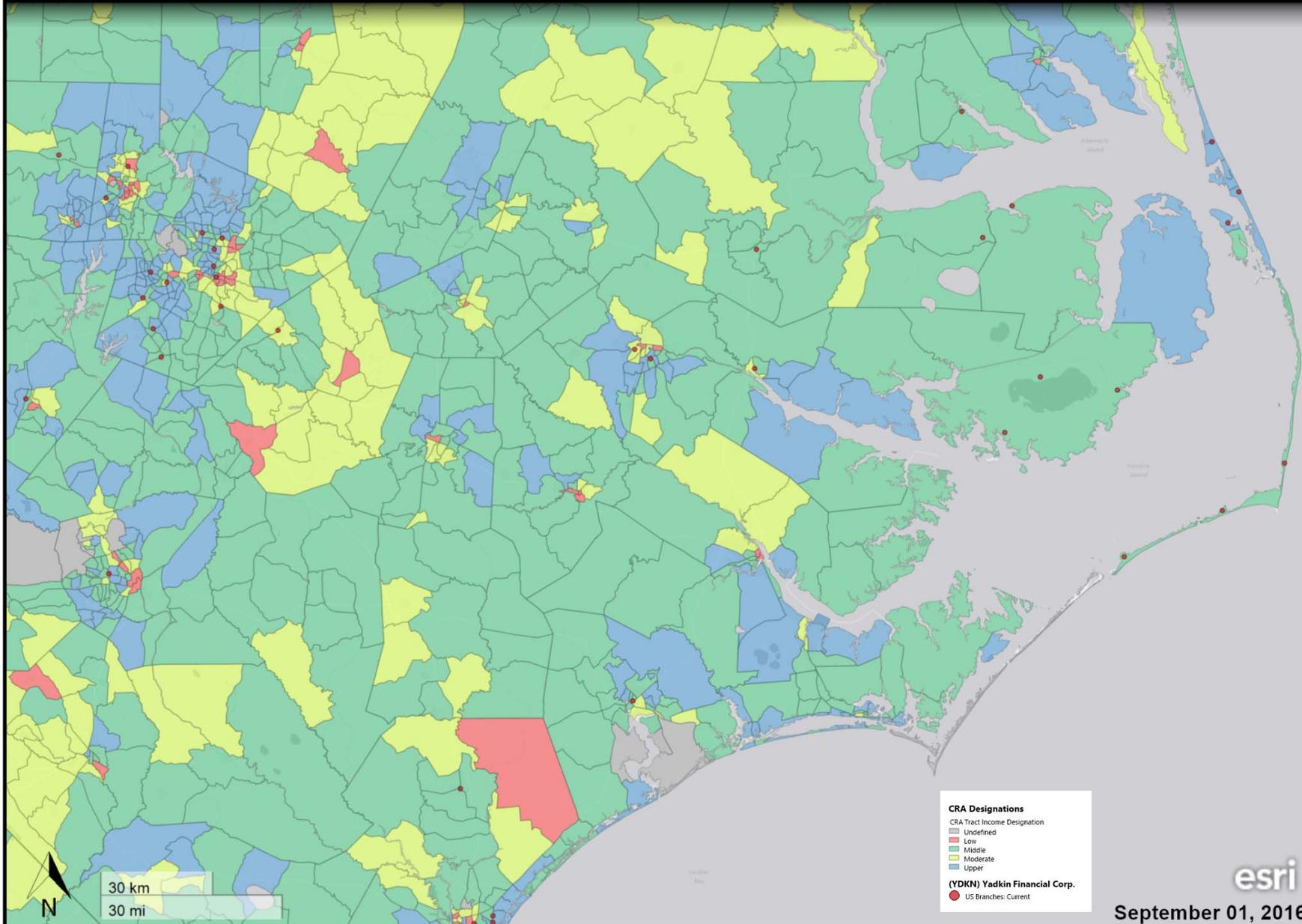
CRA ASSESSMENT AREA

15500	Burlington, NC
16700	Charleston-North Charleston, SC
16740	Charlotte-Concord-Gastonia, NC-SC
20500	Durham-Chapel Hill, NC
22180	Fayetteville, NC
24660	Greensboro-High Point, NC
24780	Greenville, NC
27340	Jacksonville, NC
34820	Myrtle Beach-Conway-North Myrtle Beach, SC-NC
39580	Raleigh, NC
48900	Wilmington, NC
49180	Winston-Salem, NC
99999	Non-MSA

SNL | Yadkin CRA Map



SNL



esri

September 01, 2016

SNL | Yadkin CRA Map - West

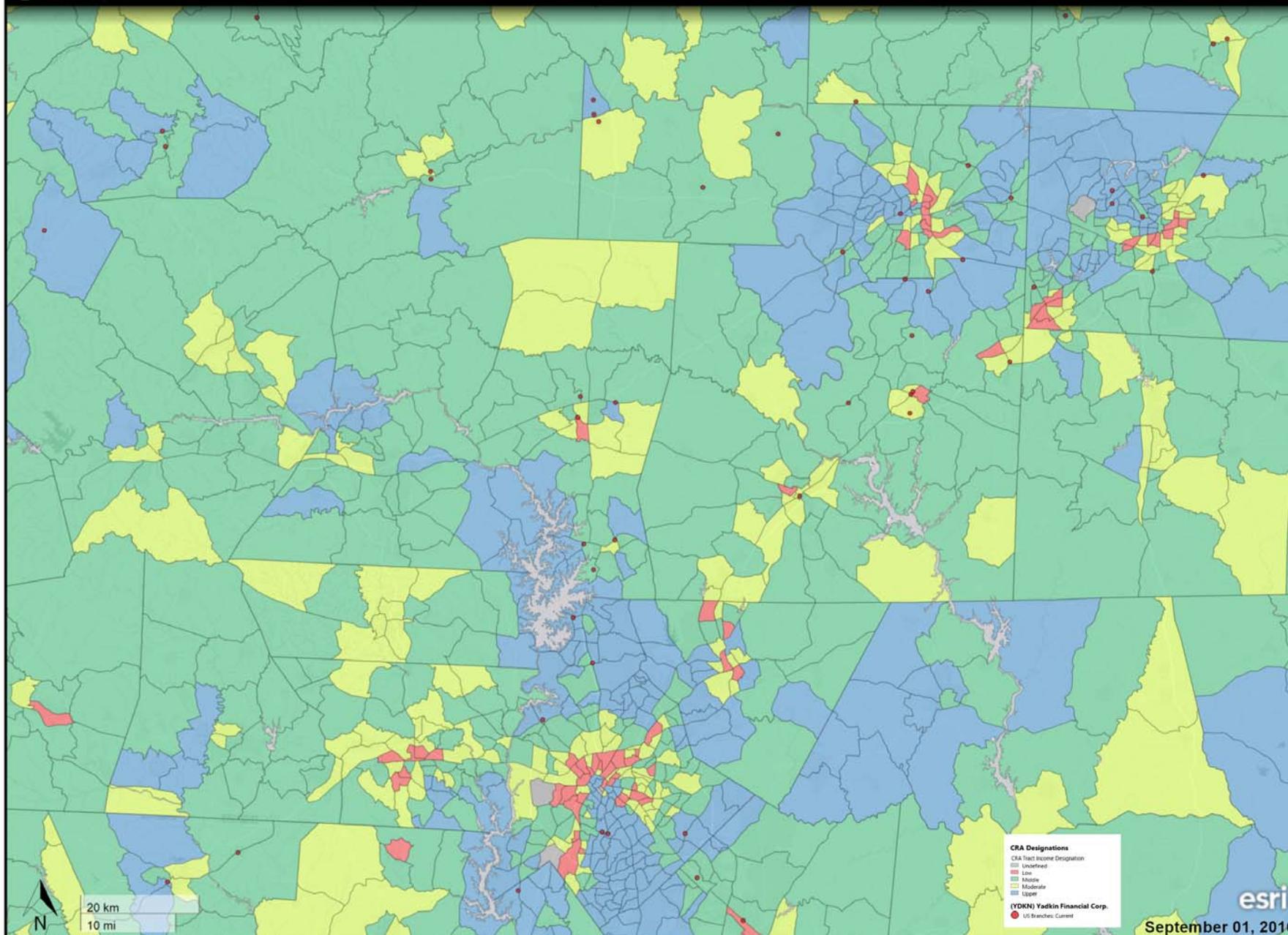


EXHIBIT “K”

It is the express intent of this Part to permit interstate branching by merger under section 102 of the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994, Public Law 103-328, in accordance with the provisions of this Part. (1995, c. 322, s. 2.)

§ 53-224.18. Authority of State banks to establish interstate branches by merger.

With the prior approval of the Commissioner, a North Carolina State bank may establish, maintain, and operate one or more branches in a state other than North Carolina pursuant to an interstate merger transaction in which the North Carolina State bank is the resulting bank. Not later than the date on which the required application for the interstate merger transaction is filed with the responsible federal bank supervisory agency, the applicant North Carolina State bank shall file an application on a form prescribed by the Commissioner. The applicant shall also comply with the applicable provisions of Part 2 of Article 7 of Chapter 53C of the General Statutes. If the Commissioner finds that (i) the proposed transaction will not be detrimental to the safety and soundness of the applicant or the resulting bank, (ii) any new officers and directors of the resulting bank are qualified by character, experience, and financial responsibility to direct and manage the resulting bank, and (iii) the proposed merger is consistent with the convenience and needs of the communities to be served by the resulting bank in this State and is otherwise in the public interest, it shall approve the interstate merger transaction and the operation of branches outside of North Carolina by the North Carolina State bank. Such an interstate merger transaction may be consummated only after the applicant has received the Commissioner's written approval. (1995, c. 322, s. 2; 2012-56, s. 18.)

§ 53-224.19. Interstate merger transactions and branching permitted.

One or more North Carolina banks may enter into an interstate merger transaction with one or more out-of-state banks under this Article, and an out-of-state bank resulting from such an interstate merger transaction may maintain and operate the branches in North Carolina of a merged North Carolina bank provided that the conditions and filing requirements of this Article are met. (1995, c. 322, s. 2.)

§ 53-224.20. Notice and filing requirements.

Any out-of-state bank that will be the resulting bank pursuant to an interstate merger transaction involving a North Carolina bank shall notify the Commissioner of the proposed merger not later than the date on which it files an application for an interstate merger transaction with the responsible federal bank supervisory agency, and shall submit a copy of that application to the Commissioner and pay the filing fee required by the Commissioner. All banks which are parties to such interstate merger transaction involving a North Carolina State bank shall comply with Part 2 of Article 7 of Chapter 53C of the General Statutes and with other applicable state and federal laws. Any out-of-state bank which shall be the resulting bank in such an interstate merger transaction shall comply with Article 15 of Chapter 55 of the North Carolina General Statutes. (1995, c. 322, s. 2; 2012-56, s. 19.)

§ 53-224.21. Conditions for interstate merger prior to June 1, 1997.

An interstate merger transaction prior to June 1, 1997, involving a North Carolina bank shall not be consummated, and any out-of-state bank resulting from such a merger shall not operate any branch in North Carolina, unless the laws of the home state of each out-of-state bank involved in the interstate merger transaction permit North Carolina banks under substantially the

EXHIBIT “L”

LEGAL NOTICE

Notice is hereby given that application has been made to the Office of the Comptroller of the Currency, 340 Madison Avenue, 5th Floor, New York, NY 10173, for consent to merge Yadkin Bank, 325 East Front Street, Statesville, NC 28677, into First National Bank of Pennsylvania (“First National Bank”), with its principal executive offices located at One F.N.B. Boulevard, Hermitage, Pennsylvania 16148, (the “Merger”) under the terms of a July 20, 2016 Agreement and Plan of Merger entered into between the two banks.

It is contemplated that the current Yadkin Bank main and branch offices will continue to operate as branch offices of First National Bank following the Merger.

This notice is published pursuant to 12 U.S.C. Section 1828(c) and 12 C.F.R. Part 5. This notice will appear three (3) times at approximately two-week intervals over a 30-day period beginning September 15, 2016.

Any person desiring to comment on the above-described merger application may do so by submitting written comments within 30 days of the day of the first publication of this notice to: Director for District Licensing, Marva V. Cummings, Office of the Comptroller of the Currency, 340 Madison Avenue, 5th Floor, New York, NY 10173. The public file is available for inspection in that office during normal business hours. Written request for a copy of the public file on the application should be sent to the Director for District Licensing, Marva V. Cummings.

Yadkin Bank	325 East Front Street Statesville, NC 28677
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First National Bank of Pennsylvania	One F.N.B. Boulevard Hermitage, PA 16148
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September 15, 2016