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**MERGER OR SHARE EXCHANGE  
HOME BANCSHARES, INC.**

Certificate of Status	0
Certified Copy	0
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Help

**ARTICLES OF MERGER**  
**OF**  
**FLORIDA BUSINESS BANCGROUP, INC.**  
**WITH AND INTO**  
**HOME BANCSHARES, INC.**

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

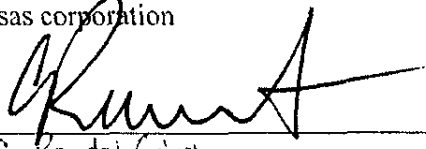
Pursuant to the provisions of Arkansas Code Annotated §4-27-1101, et seq., and the Florida Business Corporation Act (the "Act"), Florida Business BancGroup, Inc., a Florida corporation ("FBBI") and Home BancShares, Inc., an Arkansas corporation ("HBI"), do hereby adopt the following Articles of Merger for the purpose of merging FBBI with and into HBI and do hereby certify as follows:

1. HBI is a corporation duly organized and existing under the laws of the state of Arkansas, and shall be the surviving corporation in the Merger.
2. FBBI is a corporation duly organized and existing under the laws of the state of Florida.
3. The Plan of Merger is set forth in the Agreement and Plan of Merger by and between Home BancShares, Inc., Centennial Bank, HBI, Bay Cities Bank and FBBI dated as of June 17, 2015 (the "Merger Agreement"). A copy of the Merger Agreement is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.
4. The Merger was duly authorized by all action required pursuant to Ark. Code Ann. §4-27-1101, et. seq., by the governing statutes of HBI and FBBI and by HBI's and FBBI's Articles of Incorporation.
5. The Merger Agreement was adopted by the shareholders of FBBI pursuant to the applicable provisions of the Act on August 27, 2015. The Merger Agreement was not required to be approved by the shareholders of HBI pursuant to Ark. Code Ann. §4-27-1103(g).
6. The Merger shall become effective on October 1, 2015 at 12:01 a.m., Central Daylight Time.

*[signatures on following pages]*

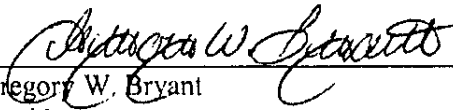
IN WITNESS WHEREOF, the undersigned have executed these Articles as of the 30<sup>th</sup>  
day of September, 2015.

**HOME BANCSHARES, INC.**  
an Arkansas corporation

By:   
Name: C. Randall Sims  
Title: President & CEO

*[signatures continue on following page]*

**FLORIDA BUSINESS BANCGROUP, INC.**  
a Florida corporation

  
\_\_\_\_\_  
Gregory W. Bryant  
President

**AGREEMENT AND PLAN OF MERGER**  
  
**among**  
  
**HOME BANCSHARES, INC.,**  
  
**CENTENNIAL BANK,**  
  
**FLORIDA BUSINESS BANCGROUP, INC.,**  
  
**and**  
  
**BAY CITIES BANK**

**Dated June 17, 2015**

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement"), dated as of June 17, 2015 (the "Agreement Date"), is by and among **HOME BANCSHARES, INC.**, an Arkansas corporation ("HBI"), **CENTENNIAL BANK**, an Arkansas state bank ("Centennial") (HBI and Centennial are collectively referred to herein as the "Purchaser"), **FLORIDA BUSINESS BANCGROUP, INC.**, a Florida corporation ("FBBI"), and **BAY CITIES BANK**, a Florida state bank ("BC Bank") (FBBI and BC Bank are collectively referred to herein as "Company").

### **RECITALS OF FACT**

A. On June 3, 2015, HBI and FBBI entered into that certain Letter of Intent (the "LOI") to describe the general terms and conditions of the business combination more particularly described in this Agreement;

B. As a material inducement and as additional consideration to Purchaser to enter into this Agreement, each of the executive officers and directors Company has entered into a voting agreement with Purchaser dated as of the date hereof, the form of which is attached hereto as Exhibit A (each a "Voting Agreement" and collectively, the "Voting Agreements"), pursuant to which each such person has agreed, among other things, to vote all shares of FBBI Common Stock beneficially 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;

C. The respective boards of directors of Purchaser and Company have determined that it is in the best interests of their respective companies and shareholders to consummate the strategic business combination provided for in the LOI and being more particularly described in this Agreement;

D. On the terms and subject to the conditions set forth in this Agreement, FBBI will merge with and into HBI (the "Merger"), with HBI as the surviving corporation (sometimes referred to in such capacity as the "Surviving Corporation");

E. As soon as reasonably practicable following the Merger and as part of a single integrated transaction, Purchaser shall cause BC Bank to be merged with and into Centennial (the "Second-Step Merger," and together with the Merger, the "Mergers"), with Centennial as the surviving corporation in the Second-Step Merger (sometimes referred to in such capacity as the "Surviving Bank");

F. The parties intend that the Mergers, taken together, shall be treated as a single integrated transaction and shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a "plan of reorganization" for purposes of Sections 354 and 361 of the Code; and

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

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

## ARTICLE I MERGER

### 1.1 The Merger.

(a) Subject to the terms and conditions of this Agreement, in accordance with the Arkansas Business Corporation Act (the "ABCA"), the Arkansas Banking Code and the Florida Statutes Annotated (the "FSA"), at the Effective Time, FBBI shall merge with and into HBI and HBI shall be the Surviving Corporation in the Merger and shall continue its existence under the laws of the State of Arkansas. As of the Effective Time, the separate corporate existence of FBBI shall cease.

(b) Subject to the prior written consent of Company and the provision in Section 8.4, Purchaser may at any time change the method of effecting the combination; provided, however, that no such change shall (i) alter or change the amount or kind of the Merger Consideration provided for in this Agreement, (ii) adversely affect the tax consequences of the Merger to shareholders of the FBBI or the tax treatment of the parties pursuant to this Agreement, or (iii) materially impede or delay consummation of the Contemplated Transactions (defined below).

1.2 Effective Time; Closing. Subject to the terms and conditions of this Agreement, on or before the Closing Date, Purchaser shall cause to be filed with the Secretary of State of the State of Arkansas (the "Arkansas Secretary") in accordance with the ABCA, and the Secretary of State of the State of Florida (the "Florida Secretary") in accordance with the FSA, articles of merger ("Articles of Merger") relating to the Merger. The Merger shall become effective as of the date and time specified in the Articles of Merger. The term "Effective Time" shall refer to the close of business of BC Bank as determined by the Federal Reserve Bank of St. Louis on the date specified in the Articles of Merger, which shall be within ten (10) days after the last to occur of (i) the effective date (including the expiration of any applicable waiting period) of the last required Requisite Regulatory Approval (defined below), and (ii) the date of the FBBI Shareholder Meeting, or at such other time as the parties may mutually agree. The closing of the transaction as contemplated by this Agreement (the "Closing") will take place on the date that the Effective Time occurs (the "Closing Date"), or at such earlier time as the parties may mutually agree.

1.3 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the applicable provisions of the ABCA and the FSA.

### 1.4 Conversion of Stock.

(a) *Certain Definitions.* For purposes of Articles I and II, and as used elsewhere in this Agreement:

"Closing Cash Consideration" means cash equal to (x) the Total Cash Consideration minus (y) the Escrow Amount.

"Closing Consideration" has the meaning set forth in Section 2.2(b).

"Contingent Consideration" has the meaning set forth in Section 2.3(a).

"Dissenting Shares" has the meaning set forth in Section 1.4(e).

"Escrow Account" means the account into which the Escrow Amount is deposited pursuant to Section 1.8.

“Escrow Agent” has the meaning set forth in Section 1.8.

“Escrow Agreement” has the meaning set forth in Section 1.8.

“Escrow Amount” means an amount equal to Two Million Dollars (\$2,000,000) in cash.

“Escrow Termination Date” has the meaning set forth in Section 2.3(a).

“Exchangeable Shares” means the aggregate number of shares of FBBi Common Stock issued and outstanding immediately prior to the Effective Time (excluding Dissenting Shares, which shall be treated as set forth in Section 1.4(e) to the extent applicable).

“Exchange Ratio” means the quotient, rounded to the nearest ten-thousandth, obtained by dividing (x) Total Stock Consideration by (y) the FBBi Diluted Shares.

“FBBi Common Stock” means the common stock, \$0.01 par value per share, of FBBi.

“FBBi Diluted Shares” means the aggregate number of shares of FBBi Common Stock issued and outstanding immediately prior to the Effective Time, including any shares of FBBi Common Stock issued upon the exercise of any FBBi Stock Options and any Dissenting Shares.

“FBBi Stock Options” means all issued and outstanding options to purchase shares of FBBi Common Stock.

“HBI Average Closing Price” means the volume-weighted average closing price per share, rounded to the nearest hundredth of a cent, of HBI Common Stock (defined below) on the NASDAQ Stock Exchange reporting system (based on “regular way” trading) for the twenty (20) trading days through the day immediately preceding the Closing Date; provided, however, that in the event that the HBI Average Closing Price, calculated as provided in this definition, equals \$39.12 or greater, then the HBI Average Closing Price shall be \$39.12 (the “Maximum Price”); and, provided, further, that if the HBI Average Closing Price equals \$28.92 or less, then the HBI Average Closing Price shall be \$28.92 (the “Minimum Price”). The Maximum Price and the Minimum Price shall be proportionally adjusted in the event that outstanding shares of HBI Common Stock shall be changed into a different number of shares by reason of any stock dividend, reclassification, recapitalization, split-up, combination, exchange of shares or similar transaction between the Agreement Date and the Effective Time.

“HBI Common Stock” means the common stock, \$0.01 par value per share, of HBI.

“Merger Consideration” means the Closing Consideration and the Contingent Consideration.

“Per-Share Cash Consideration” means the quotient, rounded to the nearest hundredth of a cent, obtained by dividing (x) the Closing Cash Consideration by (y) the FBBi Diluted Shares.

“Purchase Price” shall be equal to One Hundred One Million, Five Hundred Seventy Six Thousand Eight Hundred Thirteen Dollars (\$101,576,813), inclusive of the Escrow Amount.

“Purchaser Required Approvals” has the meaning set forth in Section 4.3(b).

“Total Cash Consideration” means cash equal to twenty percent (20%) of the Purchase Price.

“Total Stock Consideration” means that number of shares of HBI Common Stock obtained by dividing (x) eighty percent (80%) of the Purchase Price by (y) the HBI Average Closing Price.

(b) *Stock Conversions at Effective Time.* At the Effective Time, by virtue of the Merger and without any action on the part of Purchaser, Company or the shareholders of any of the foregoing:

(i) *Treasury and Party-Owned Stock.* Each share of FBBI Common Stock issued and outstanding immediately prior to the Effective Time that is owned by Company, Purchaser or any wholly-owned Subsidiary of Company or Purchaser (other than shares of FBBI Common Stock held in trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary or agency capacity, that are beneficially owned by third parties and other than shares of FBBI Common Stock held, directly or indirectly, by Company or Purchaser in respect of a debt previously contracted) shall be cancelled and shall cease to exist, and no stock of HBI or other consideration shall be delivered in exchange therefor.

(ii) *FBBI Exchangeable Shares.* Each Exchangeable Share issued and outstanding immediately prior to the Effective Time (other than shares to be cancelled in accordance with Section 1.4(b)(i)) shall be converted into the right to receive the Merger Consideration.

(c) *Effect of Conversion.* Each share of FBBI Common Stock converted into the right to receive the Merger Consideration pursuant to this Article I shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and each certificate previously representing any such shares of FBBI Common Stock (each, a “Certificate”) and each non-certificated share of FBBI Common Stock represented by book-entry (“Book-Entry Share”) shall thereafter represent only the right to receive the Merger Consideration into which the shares of FBBI Common Stock represented by such Certificate or Book-Entry Share have been converted pursuant to this Section 1.4 and Section 2.2(f), as well as any dividends to which holders of FBBI Common Stock become entitled in accordance with Section 2.2(c).

(d) *Adjustments.* If, between the Agreement Date and the Effective Time, the outstanding shares of HBI Common Stock shall have been increased, decreased, changed into or exchanged for a different number or kind of shares or securities as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in capitalization, an appropriate and proportionate adjustment shall be made to the Exchange Ratio.

(e) *Dissenting Shares.* For purposes of this Agreement, “Proposed Dissenting Shares” means shares of FBBI Common Stock whose holders provide notice of dissent to FBBI prior to the FBBI Shareholder Meeting and do not vote in favor of the Merger, in each case in accordance with §607.1321 of the FSA, and “Perfected Dissenting Shares” means Proposed Dissenting Shares as to which holders thereof have properly taken all additional steps necessary to exercise their dissenters’ rights, if any, under the FSA. Each outstanding Perfected Dissenting Share will be converted into the rights provided under the applicable provisions of the FSA (and shall no longer be outstanding and shall automatically be cancelled and cease to exist as of the Effective Time), unless the holder thereof withdraws his or her demand for payment, in which case each such share (a “Withdrawn Dissenting Share”) shall be deemed to have been converted at the Effective Time into the right to receive from Purchaser the Merger Consideration, without any interest (and shall no longer be outstanding and shall automatically be cancelled and cease to exist as of the Effective Time). To the extent that a holder of Proposed Dissenting Shares fails to perfect such holder’s dissenters’ rights as provided by applicable law, such Proposed Dissenting Shares shall be treated as Withdrawn Dissenting Shares under this Agreement. Each holder of Perfected Dissenting Shares who becomes entitled to payment for his or her FBBI Common Stock pursuant to the provisions of the FSA shall receive payment for such Perfected Dissenting Shares from Purchaser in accordance with the FSA. FBBI shall give Purchaser (i) prompt notice of any notice or demand for appraisal or payment for shares of FBBI Common Stock received by FBBI and (ii) the opportunity to participate in and direct all negotiations and proceedings with respect to any such demand

or notices. FBBI shall not, without the prior written consent of Purchaser, make any payment with respect to, or settle, offer to settle or otherwise negotiate any such demands. Perfected Dissenting Shares, Withdrawn Dissenting Shares and Proposed Dissenting Shares are collectively referred to herein as "Dissenting Shares."

1.5 FBBI Stock Options. Any FBBI Stock Option issued, outstanding and unexercised immediately prior to the Effective Time shall automatically, and without any action on the part of its holder, be terminated by FBBI and shall entitle the holder, at the Effective Time, to a cash payment from FBBI equal to the amount, if any, by which the equivalent dollar value of the Merger Consideration exceeds the option exercise price; provided, however, that each FBBI Stock Option that has an option exercise price that exceeds the equivalent dollar value of the Merger Consideration (*i.e.*, an "out of the money" option) shall be terminated without any payment to the holder. Nothing herein shall prevent (i) any holder from exercising, after the Agreement Date and before the Effective Time, any FBBI Stock Option that is exercisable according to its terms, or (ii) FBBI from terminating any FBBI Stock Option prior to the Effective Time in exchange for a cash payment not exceeding that provided for in the immediately preceding sentence or issuance of FBBI Common Stock as provided in such terminated option. Any shares of FBBI Common Stock issued upon such exercise or termination between the Agreement Date and the Effective Time shall be converted at the Effective Time into a right to receive the Merger Consideration in accordance with Section 1.4(b). Prior to the Effective Time, the board of directors of FBBI shall adopt any necessary resolutions to effectuate the provisions of this Section 1.5. Shares of FBBI Common Stock issued upon exercise or termination of FBBI Stock Options between the Agreement Date and the Effective Time shall be considered Exchangeable Shares based on Section 1.4(a) and Exchanged Shares based on Section 2.2(a).

1.6 Articles of Incorporation, Bylaws, Directors and Officers of Surviving Corporation. As of the Effective Time, (a) the articles of incorporation and bylaws of the Surviving Corporation shall be the articles of incorporation and bylaws of HBI as in effect immediately prior to the Effective Time, until duly amended in accordance with the terms thereof and applicable law, and (b) the directors and officers of HBI immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation and shall hold office until their respective successors are duly appointed and qualified, or their earlier death, resignation or removal.

1.7 The Second-Step Merger. As soon as reasonably practicable following the Effective Time, in accordance with the ABCA, the Arkansas Banking Code, and the FSA, Purchaser shall cause BC Bank to be merged with and into Centennial in the Second-Step Merger, with Centennial surviving the Second-Step Merger and continuing its existence under the laws of the State of Arkansas, and the separate corporate existence of BC Bank ceasing as of the effective time of the Second-Step Merger. In furtherance of the foregoing, Purchaser shall cause to be filed with the Arkansas Secretary and the Arkansas State Banking Commission and the Florida Secretary, in accordance with the ABCA, the Arkansas Banking Code, the FSA and other applicable laws, articles of merger ("Bank Articles of Merger") relating to the Second-Step Merger. The Second-Step Merger shall become effective as of the date and time specified in the Bank Articles of Merger and by the issuance of a Certificate of Merger by the Arkansas Secretary, the Arkansas State Banking Commission, and the Florida Secretary. On and after the effective time of the Second-Step Merger, the Second-Step Merger shall have the effects set forth in the applicable provision of the ABCA, the Arkansas Banking Code, the FSA and other applicable laws.

1.8 Escrow of Certain Funds. Prior to or at the Effective Time, Purchaser shall deliver the Escrow Amount to SunTrust Bank, a Georgia banking corporation, or such other financial institution as shall be mutually acceptable to Purchaser and Company ("Escrow Agent"), pursuant to the provisions of the Escrow Agreement by and among the Escrow Agent, HBI and the Representative designated therein, in substantially the form of Exhibit B hereto (the "Escrow Agreement").

## ARTICLE II DELIVERY OF MERGER CONSIDERATION

2.1 Delivery of Closing Consideration. At or prior to the Effective Time, Purchaser shall (a) authorize an exchange agent, which shall be a bank or trust company selected by Purchaser and reasonably acceptable to Company (the "Exchange Agent"), pursuant to an agreement (the "Exchange Agent Agreement") entered into prior to the Effective Time, to deliver an aggregate number of shares of HBI Common Stock that is equal to the Total Stock Consideration, (b) deposit, or cause to be deposited, with the Exchange Agent an amount in cash equal to the Closing Cash Consideration and, to the extent then determinable, any cash payable in lieu of fractional shares pursuant to Section 2.2(f) (the "Exchange Fund"), and (c) deposit, or cause to be deposited, with the Escrow Agent an amount in cash equal to the Escrow Amount.

### 2.2 Exchange Procedures for Exchangeable Shares.

(a) As soon as reasonably practicable after the Effective Time, but in any event within five (5) Business Days thereafter, the Exchange Agent shall mail to each holder of record of Certificate(s) or Book-Entry Shares which, immediately prior to the Effective Time, represented Exchangeable Shares of FBBI Common Stock whose shares were converted into the right to receive the Merger Consideration pursuant to Section 1.4 (the "Exchanged Shares"), along with, in each case, any cash in lieu of fractional shares of HBI Common Stock to be issued or paid in consideration therefor, (i) a letter of transmittal, which shall specify that delivery shall be effected, and risk of loss and title to Certificate(s) or Book-Entry Shares shall pass, only upon delivery of Certificate(s) (or affidavits of loss in lieu of such Certificate(s)) or Book-Entry Shares to the Exchange Agent and shall be substantially in such form and have such other provisions as shall be prescribed by the Exchange Agent Agreement (the "Letter of Transmittal"), and (ii) instructions (which instructions shall describe the procedures under which such holder of record may make an Optional Election, as defined in Section 2.2(i)) for use in surrendering Certificate(s) or Book-Entry Shares in exchange for the applicable Closing Consideration, any cash in lieu of fractional shares of HBI Common Stock to be issued or paid in consideration therefor and any dividends or distributions to which such holder is entitled pursuant to Section 2.2(c). For purposes of this Agreement, "Business Day" or "Business Days" means any day other than a Saturday, Sunday or any federal holiday in the United States.

(b) Upon surrender to the Exchange Agent of its Certificate(s) or Book-Entry Shares, accompanied by a properly completed Letter of Transmittal, a holder of Exchanged Shares will be entitled to receive promptly after the Effective Time, but in any event within ten (10) Business Days after such surrender, (i) the applicable number of shares of HBI Common Stock equal to (x) the Exchange Ratio multiplied by the number of Exchanged Shares represented by the surrendered Certificate(s) or Book-Entry Shares, less (y) any resulting fractional shares of HBI Common Stock; (ii) any cash in lieu of such resulting fractional shares of HBI Common Stock; and (iii) an amount of cash equal to the Per-Share Cash Consideration multiplied by the number of Exchanged Shares represented by the Certificate(s) or Book-Entry Shares (collectively, the "Closing Consideration"), to be issued or paid pursuant to Section 2.2(f) in consideration for the Exchanged Shares represented by the holder's Certificate(s) or Book-Entry Shares. Additionally, a holder of Exchanged Shares will be entitled to receive promptly after the Escrow

Termination Date an amount in cash equal to such holder's share of the Contingent Consideration, if any, to be paid pursuant to Section 2.3 as additional consideration for the Exchanged Shares represented by the holder's Certificate(s) or Book-Entry Shares. Until so surrendered, each such Certificate or Book-Entry Shares shall represent after the Effective Time, for all purposes, only the right to receive, without interest, the applicable Merger Consideration upon surrender of such Certificate or Book-Entry Shares in accordance with, and any dividends or distributions to which such holder is entitled pursuant to, this Article II.

(c) No dividends or other distributions with respect to HBI Common Stock shall be paid to the holder of any unsurrendered Certificate or Book-Entry Shares with respect to the shares of HBI Common Stock represented thereby, in each case unless and until the surrender of such Certificate or Book-Entry Share in accordance with this Article II. Subject to the effect of applicable abandoned property, escheat or similar laws, following surrender of any such Certificate or Book-Entry Share in accordance with this Article II, the record holder thereof shall be entitled to receive, without interest, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore payable with respect to the whole shares of HBI Common Stock represented by such Certificate or Book-Entry Share and paid prior to such surrender date, and/or (ii) at the appropriate payment date, the amount of dividends or other distributions payable with respect to shares of HBI Common Stock represented by such Certificate or Book-Entry Shares with a record date after the Effective Time (but before such surrender date) and with a payment date subsequent to the issuance of the HBI Common Stock issuable with respect to such Certificate or Book-Entry Shares.

(d) In the event of a transfer of ownership of a Certificate or Book-Entry Shares representing Exchanged Shares that are not registered in the stock transfer records of FBBI, the Merger Consideration shall be issued or paid in exchange therefor to a Person other than the Person in whose name the Certificate or Book-Entry Shares so surrendered is registered if the Certificate or Book-Entry Shares formerly representing such Exchanged Shares shall be properly endorsed or otherwise be in proper form for transfer and the Person requesting such payment or issuance shall pay any transfer or other similar taxes required by reason of the payment or issuance to a Person other than the registered holder of the Certificate or Book-Entry Shares, or establish to the reasonable satisfaction of HBI that the tax has been paid or is not applicable. The Exchange Agent (or, subsequent to the earlier of (x) the one-year anniversary of the Effective Time and (y) the expiration or termination of the Exchange Agent Agreement, HBI or the Surviving Corporation) shall be entitled to deduct and withhold from any cash consideration or cash in lieu of fractional shares of HBI Common Stock otherwise payable pursuant to this Agreement to any holder of Exchanged Shares such amounts as the Exchange Agent, HBI or the Surviving Corporation, 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, HBI or the Surviving Corporation, as the case may be, and timely paid over to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Exchanged Shares in respect of whom such deduction and withholding was made by the Exchange Agent or Purchaser, as the case may be.

(e) After the Effective Time, there shall be no transfers on the stock transfer books of the FBBI of the shares of FBBI Common Stock other than to settle transfers of such FBBI Common Stock that occurred prior to the Effective Time. If, after the Effective Time, Certificates or Book-Entry Shares representing such shares are presented for transfer to the Exchange Agent, they shall be cancelled and exchanged for the applicable Merger Consideration in accordance with the procedures set forth in this Article II.

(f) Notwithstanding anything to the contrary contained in this Agreement, no fractional shares of HBI Common Stock shall be issued upon the surrender of Certificates or Book-Entry Shares for exchange, no dividend or distribution with respect to HBI Common Stock shall be payable on or with respect to any fractional share, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a shareholder of HBI. In lieu of the issuance of any such fractional share, HBI shall pay to each former shareholder of FBBI who otherwise would be entitled to receive such fractional share an amount in cash (rounded to the nearest cent) determined by multiplying (i) the HBI Average Closing Price by (ii) the fraction of a share (after taking into account all shares of FBBI Common Stock held by such holder at the Effective Time and rounded to the nearest ten thousandth when expressed in decimal form) of HBI Common Stock to which such holder would otherwise be entitled to receive pursuant to Section 1.4.

(g) Any portion of the Exchange Fund that remains unclaimed by the shareholders of FBBI as of the one (1) year anniversary of the Effective Time will be transferred to HBI. In such event, any former shareholders of FBBI who have not theretofore complied with this Article II shall thereafter look only to HBI with respect to the Closing Consideration and any unpaid dividends and distributions on HBI Common Stock deliverable in respect of each Exchangeable Share such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon. Notwithstanding the foregoing, none of HBI, the Surviving Corporation, the Exchange Agent or any other Person shall be liable to any former holder of shares of FBBI Common Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

(h) In the event that any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if reasonably required by HBI or the Exchange Agent, the posting by such Person of a bond in such amount as HBI may determine is reasonably necessary as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will, in accordance with the procedures set forth in this Article II, issue in exchange for such lost, stolen or destroyed Certificate the applicable Merger Consideration deliverable in respect thereof.

(i) Subject to the condition that the Purchase Price shall consist as nearly as practicable (taking into account, among other things, (i) cash payments in lieu of the issuance of fractional shares of HBI Common Stock and (ii) the reservation of HBI Common Stock and cash as necessary, in Purchaser's reasonable discretion, to pay the Merger Consideration in respect of any Dissenting Shares) of twenty percent (20%) Total Cash Consideration and eighty percent (80%) Total Stock Consideration, each record holder of Exchangeable Shares will be entitled to make an election (the "Optional Election") to receive the Closing Consideration payable in respect of the exchange for such holder's Exchangeable Shares: (i) all in cash, or (ii) all in HBI Common Stock, or (iii) in a combination of cash and HBI Common Stock in percentages of value (which shall total 100%) specified by the holder; provided that in each case such holder's Exchangeable Shares are exchanged for cash or HBI Common Stock or a combination of cash and HBI Common Stock with a total value equal to the value of the Closing Consideration payable for such Exchangeable Shares. All Optional Elections shall be made on a "Form of Election" designed for that purpose and included with or incorporated into the Letter of Transmittal mailed pursuant to Section 2.2(a). Any record holder of Exchangeable Shares not making a timely Optional Election shall receive the Closing Consideration consisting of cash and shares of HBI Common Stock as provided in Section 2.2(b). Holders of record of Exchangeable Shares who hold such shares as nominees, trustees or in other representative capacities ("Representative") may submit multiple Forms of Election, provided that such Representative certifies that each such Form of Election covers the Exchangeable Shares held by the Representative for a particular beneficial owner. In the event that all Optional Elections would, if honored as requested, cause the Purchase Price to vary from twenty percent (20%) Total Cash Consideration and eighty percent (80%) Total Stock Consideration, the available cash and shares of HBI

Common Stock shall be allocated ratably among the holders making Optional Elections. In no event shall an Optional Election apply to the Contingent Consideration, if any, that may be payable under Section 2.3, which Contingent Consideration, if any, shall be paid only in cash.

**2.3 Payment of Contingent Consideration.**

(a) Subject to the terms and conditions of the Escrow Agreement, any balance remaining in the Escrow Account (such remaining balance being called herein the "Contingent Consideration") as of the date the Escrow Agreement shall provide for a final distribution to the former FBBI shareholders (the "Escrow Termination Date") shall be distributed by the Exchange Agent, within ten (10) Business Days after the Exchange Agent's receipt of the Contingent Consideration, to all holders of Exchanged Shares who have properly submitted Letters of Transmittal and otherwise complied with the requirements of Section 2.2(b). Each such holder of Exchanged Shares shall be entitled to receive a percentage of the Contingent Consideration equal to the percentage of the Closing Consideration previously paid to such holder. No interest (except such as may have accrued through investment of the funds held in the Escrow Account) shall be payable on any Contingent Consideration.

(b) Any portion of the Contingent Consideration that remains unclaimed by the shareholders of FBBI as of the one (1) year anniversary of the Escrow Termination Date will be transferred to HBI. In such event, any former shareholders of FBBI who have not theretofore complied with this Article II shall thereafter look only to HBI with respect to the Contingent Consideration, if any, payable in respect of each Exchangeable Share such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon (except such as may have accrued through investment of the funds held in the Escrow Account). Notwithstanding the foregoing, none of HBI, the Surviving Corporation, the Exchange Agent or any other Person shall be liable to any former holder of shares of FBBI Common Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF COMPANY**

Subject to such exceptions as are disclosed in the Company Disclosure Schedule dated as of the date hereof, FBBI and BC Bank make the following representations and warranties to Purchaser as of the date hereof and as of the Closing Date; provided that those representations and warranties which address matters only as of a particular earlier date shall have been true and correct only on such date. As used in this Article III, "Company" includes FBBI and BC Bank and, unless the context clearly indicates otherwise, each Subsidiary of FBBI or BC Bank. The inclusion of an item in the Company Disclosure Schedule shall not be deemed an admission by Company that such item represents a material fact, event, or circumstance or has had or would be reasonably expected to have a Material Adverse Effect. Disclosure in any section of the Company Disclosure Schedule shall apply only to such section of such Disclosure Schedule, except to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is relevant to another section of such Disclosure Schedule.

For purposes of this Article III and as used elsewhere in this Agreement:

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

"Benefit Arrangement" means any "employee benefit plan" as defined in Section 3(3) of Employee Retirement Income Security Act of 1974, as amended and including the regulations promulgated thereunder ("ERISA") (whether or not subject to ERISA) and any other material plan, program, agreement, arrangement, obligation or practice, including, without limitation, any pension, profit sharing, severance, welfare, fringe benefit, employee loan, retirement, medical, welfare, employment or consulting, severance, stay or retention bonuses or compensation, executive or incentive compensation, sick leave, vacation pay, plant closing benefits, disability, workers' compensation, retirement, deferred compensation, bonus, stock option or purchase or other stock-based, tuition reimbursement or scholarship, employee discount, meals, travel, or vehicle allowances, plan, program, agreement, arrangement, obligation or practice, any plans subject to Section 125 of the Code, as amended, and any plans or arrangements providing benefits or payments in the event of a change of control, change in ownership or effective control or sale of assets (i) established, sponsored, maintained, or contributed to, or required to be contributed to, by Company or any ERISA Affiliate, on behalf of any current or former director, employee, agent, independent contractor, or service provider of Company or their beneficiaries, or (ii) pursuant to which Company or any ERISA Affiliate has any obligation (whether contingent or otherwise) with respect to any such Persons. For purposes of this Agreement, the term "ERISA Affiliate" means any entity that is a member of (i) a controlled group of corporations (as defined in Section 414(b) of the Code), (ii) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), (iii) an affiliated service group (as defined under Section 414(m) of the Code or the regulations under Section 414(o) of the Code) or (iv) a "controlled group" within the meaning of Section 4001 of ERISA.

"Contemplated Transactions" means all of the transactions among HBI, Centennial, FBBI and BC Bank contemplated by this Agreement, including the Mergers.

"Governmental Authority" means any federal, national, state, municipal or local government, any instrumentality, subdivision, court, administrative agency, department or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, or any other governmental or quasi-governmental authority, whether of the United States or another jurisdiction.

"Governmental Authorization" means any consent, approval, license, registration, permit or waiver issued, given, granted or otherwise, made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement.

"Legal Requirements" means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

"Material Adverse Effect" means, with respect to any party, a material adverse effect on (a) the financial condition, results of operations or business of such party and its Subsidiaries taken as a whole; provided, however, that, with respect to this clause (a), a "Material Adverse Effect" shall not be deemed to include effects arising out of, relating to or resulting from (A) changes after the date hereof in applicable GAAP or regulatory accounting requirements, (B) changes after the date hereof in laws, rules or regulations of general applicability to companies in the industries in which such party and its Subsidiaries operate, (C) changes after the date hereof in global, national or regional political conditions or general economic or market conditions (including changes in prevailing interest rates, credit availability and liquidity, currency exchange rates, and price levels or trading volumes in the United States or foreign securities markets) affecting other companies in the industries in which such party and its Subsidiaries operate, (D) changes after the date hereof in the credit markets, any downgrades in the credit markets, or adverse credit events resulting in deterioration in the credit markets generally and including changes to any previously correctly applied asset marks resulting therefrom, (E) a decline in the

trading price of a party's common stock or a failure, in and of itself, to meet earnings projections, but not, in either case, including any underlying causes thereof, (F) the public disclosure of this Agreement or the Contemplated Transactions or the consummation of the Contemplated Transactions, (G) any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism or (H) actions or omissions taken with the prior written consent of the other party or expressly required by this Agreement except, with respect to clauses (A), (B), (C), (D) and (G), to the extent that the effects of such change are materially disproportionately adverse to the financial condition, results of operations or business of such party and its Subsidiaries, taken as a whole, as compared to other companies in the industry in which such party and its Subsidiaries operate; or (b) the ability of such party to timely consummate the Contemplated Transactions.

"Ordinary Course of Business" or "Ordinary Course" means the conduct of the business in substantially the same manner as the business was operated on the Agreement Date, including operations in conformance with Company's practices and procedures as of such date.

"Person" means an individual, sole proprietorship, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, or a Governmental Authority.

"Subsidiary" when used with respect to any party, means any corporation or other organization (including a limited liability company), whether incorporated or unincorporated, of which such party directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or any organization of which such party is a general partner.

### 3.1 Corporate Status and Authority: Non-Contravention.

(a) *Status of FBBI.* FBBI is duly organized, validly existing and in good standing under the laws of the State of Florida and otherwise has the corporate power and authority to own or lease all of its properties and assets and to conduct its business in the manner in which its business is now being conducted. FBBI is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended ("BHCA"). FBBI is duly qualified to do business and is in good standing in each jurisdiction in which its ownership of properties or conduct of business requires such qualification except where failure to be so qualified has not had and would not reasonably be expected to have a Material Adverse Effect. Complete and correct copies of FBBI's Articles of Incorporation and Bylaws, as currently in effect, have been delivered or made available to Purchaser.

(b) *Status of BC Bank.* BC Bank is a direct, wholly-owned subsidiary of FBBI, is duly organized, validly existing and in good standing under the laws of the State of Florida to engage in its business and otherwise has the corporate power and authority to own or lease all of its properties and assets and to conduct its business in the manner in which its business is now being conducted. BC Bank is duly qualified to do business and is in good standing in each jurisdiction in which its ownership of properties or conduct of business requires such qualification except where failure to be so qualified has not had and would not reasonably be expected to have a Material Adverse Effect. BC Bank is a Florida state chartered bank that is duly licensed by the Florida Office of Financial Regulation to engage in commercial banking. The deposit accounts of BC Bank are insured to the fullest extent permitted by law by the Deposit Insurance Fund, which is administered by the Federal Deposit Insurance Corporation ("FDIC"). The FDIC has not been appointed receiver of BC Bank. Complete and correct copies of BC Bank's Articles of Incorporation and Bylaws, as currently in effect, have been delivered or made available to Purchaser.

(c) *Due Authorization.* (i) Company has full legal right, corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; and (ii) the execution and delivery of this Agreement, and all documents, instruments and agreements required to be executed and delivered by Company pursuant to this Agreement and the completion and performance of the Contemplated Transactions have been duly authorized by all necessary corporate action on the part of Company subject to the receipt of FBBI Shareholder Approval and receipt of approvals from the Governmental Authorities and the United States Treasury for the redemption by FBBI of its Series F Preferred Stock (defined below), and this Agreement, and all documents, instruments and agreements required to be executed and delivered by Company pursuant to this Agreement have been duly executed and delivered by Company and constitute a legal, valid and binding obligation of Company, enforceable against Company in accordance with their respective terms. No other corporate proceedings are necessary for the execution and delivery by Company of this Agreement, the performance by it or of its obligation hereunder or thereunder or the consummation by it of the Contemplated Transactions.

(d) *Non-contravention.* Except as set forth in Section 3.1(d) of the Company Disclosure Schedule, neither the execution and delivery of this Agreement, nor the completion and performance of the Contemplated Transactions, or compliance by Company with any of the provisions hereof, will (i) materially violate, materially conflict with, or result in a material breach of any provision of, or constitute a material default (or an event which, with notice or lapse of time or both, would constitute a material default) under, or result in the termination of, or result in the loss of any benefit or creation of any material right on the part of any third party under, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of any material lien, encumbrance, adverse claim, charge, execution, security interest or pledge upon any of the material properties or assets of Company under any of the terms, conditions or provisions of (A) the Articles of Incorporation of FBBI or BC Bank (collectively, "Company Articles") and Bylaws of FBBI or BC Bank (collectively, "Company Bylaws"), or the Articles of Incorporation or Bylaws of any Subsidiary of FBBI or BC Bank, or (B) any material note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Company is a party or by which it may be bound, or to which Company or any of the properties or assets of Company may be subject, or (ii) assuming the Purchaser Required Approvals are duly obtained, violate in any material respect any Legal Requirement or any judgment, ruling, order, writ, injunction or decree applicable to Company or any of its respective properties or assets.

### 3.2 Capitalization of Company.

(a) *Ownership.* The authorized capital stock of FBBI consists of (i) 50,000,000 shares of FBBI Common Stock, \$0.01 par value, of which 7,813,601 shares of FBBI Common Stock are outstanding as of the Agreement Date; and (ii) 2,000,000 shares of preferred stock, of which 100,000 shares have been designated as Series D Preferred Stock, with a liquidation preference of \$10.00 per share ("Series D Preferred Stock"), 1,000,000 shares have been designated as Series E Noncumulative Perpetual Preferred Stock, with a liquidation preference of \$5.00 per share ("Series E Preferred Stock"), and 15,360 shares have been designated as Senior Non-Cumulative Perpetual Preferred Stock, Series F, with a liquidation preference of \$1,000 per share ("Series F Preferred Stock"). As of the Agreement Date, no shares of Series D Preferred Stock were issued and outstanding, no shares of Series E Preferred Stock were issued and outstanding, and 15,360 shares of Series F Preferred Stock, were issued and outstanding. The authorized capital stock of BC Bank consists of 1,500,000 shares of common stock, \$5.00 par value ("BC Bank Common Stock"), of which 1,380,000 shares of BC Bank Common Stock are outstanding as of the Agreement Date. No other shares of capital stock of FBBI or BC Bank are issued or outstanding. All of the outstanding shares of BC Bank Common Stock are directly and beneficially owned and held by FBBI, and are free and clear of any and all encumbrances. All of the shares of FBBI Common Stock, Series F Preferred Stock, and BC Bank Common Stock have been duly authorized and validly issued, are

fully paid and nonassessable with no personal liability attaching to the ownership thereof, have been issued in full compliance with all federal and state securities laws and other Legal Requirements, and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities.

(b) *Outstanding Stock Rights.* Except as set forth in Section 3.2(b) of the Company Disclosure Schedule, there are no (i) outstanding preemptive rights, subscriptions, options, calls, warrants or other rights of any kind or nature to acquire any securities of Company; (ii) outstanding securities, instruments or obligations that are or may become convertible into or exchangeable for any securities of Company; (iii) contracts under which Company is or may become obligated to sell, issue or otherwise dispose of or redeem, purchase or otherwise acquire any securities of Company; (iv) other than the Voting Agreements, shareholder agreements, voting trusts or other agreements, arrangements or understandings to which Company is a party or of which Company is aware, that may reasonably be expected to affect the exercise of voting or any other rights with respect to the capital stock of Company, or (v) outstanding bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the shareholders of Company may vote.

### 3.3 Business Operations.

(a) *Permits.* Company holds all permits material to its respective business, including without limitation all permits required from the FDIC and the Florida Office of Financial Regulation to conduct a commercial banking business (each, a "Material Permit"). All of the Material Permits are validly issued, are in full force and effect and are being complied with by Company in all material respects. No notice of breach or default in respect of any Material Permit has been received by Company and there are no proceedings in progress, pending or threatened which would reasonably be expected to result in the cancellation, revocation, suspension or adverse alteration of any of them, and Company is not aware of any existing matters or state of facts (including, without limitation, completion of the Contemplated Transactions) which is reasonably likely to give rise to any such notice or proceeding.

#### (b) *Governmental Authorizations.*

(i) Each Governmental Authorization that is held by Company or that otherwise relates to its business is valid and in full force and effect.

(ii) Company is in compliance in all material respects with all of the terms and requirements of each Governmental Authorization.

(iii) No event has occurred or circumstance exists that will (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a material violation of or a failure to comply with any term or requirement of any Governmental Authorization, or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, or would otherwise impair in any way, any Governmental Authorization.

(iv) Since December 31, 2012, Company has not received any notice or other communication from any Governmental Authority regarding (A) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Authorization or (B) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Governmental Authorization.

(v) Since December 31, 2012, all applications required to have been filed for the renewal of the Governmental Authorizations have been duly filed on a timely basis with the

appropriate Governmental Authorities, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Authority, except as has not had and would not reasonably be expected to have a Material Adverse Effect.

(vi) There is no authorization, license, approval, consent, order or any other action of, or any registration, declaration, filing or notice with or to any Governmental Authority or court that is required for the execution or delivery by Company of this Agreement, or the validity or enforceability of this Agreement against Company, or subject to the receipt of the Purchaser Required Approvals and approval by Federal Reserve Bank of Atlanta for the redemption by Company of the FBBI Series F Preferred Stock (and receipt of any approvals or non-objections from the Florida Office of Financial Regulation or the FDIC related to the payment of a dividend by BC Bank to FBBI to fund such redemption), the completion or performance by Company of any of the Contemplated Transactions.

(vii) Except as set forth in Section 3.3(b)(vii) of the Company Disclosure Schedule, Company is not subject to any cease-and-desist or other similar order or enforcement action issued by, nor is either of them a party to any written agreement, consent agreement or memorandum of understanding with, or a party to any commitment letter or similar undertaking to, or subject to any capital directive by, or adopted any board resolutions at the request of, any Governmental Authority (each item in this sentence, a "Regulatory Agreement"), nor has Company been notified since December 31, 2014, by any Governmental Authority that it is considering issuing, initiating, ordering, or requesting any such Regulatory Agreement. Except as set forth in Section 3.3(b)(vii) of the Company Disclosure Schedule, Company is in compliance in all material respects with each Regulatory Agreement to which it is a party or subject, and Company has not received any notice from any Governmental Authority indicating that Company is not in compliance in all material respects with any such Regulatory Agreement.

(viii) Except for normal examinations conducted by a Governmental Authority in the regular course of the business, no Governmental Authority has initiated any proceeding into the business or operations of Company since December 31, 2014. Except as set forth in Section 3.3(b)(viii) of the Company Disclosure Schedule, there is no unresolved violation, criticism or exception by any Governmental Authority with respect to any report or statement relating to any examinations or inspections of Company. As of the Agreement Date, no regulatory examination of Company is under way, and no other report of examination is pending.

3.4 Regulatory Reports. Since December 31, 2012, Company has filed with the FDIC, the Florida Office of Financial Regulation and any other applicable Governmental Authorities, as the case may be, in correct form in all material respects the reports, returns and filing information data required to be filed under any applicable Legal Requirement, including any and all federal and state banking authorities, and such reports were complete and accurate in all material respects and in compliance in all material respects with any applicable Legal Requirement.

3.5 Deposits. All of the deposits held by BC Bank (including the records and documentation pertaining to such deposits) have been established and are held in compliance in all material respects with (i) all applicable policies, practices and procedures of BC Bank, and (ii) all applicable Legal Requirements, including anti-money laundering, anti-terrorism, or embargoed persons requirements. All of the deposits held by BC Bank are insured to the maximum limit set by the FDIC and the FDIC premium and all assessments have been fully paid, and no proceedings for the termination or revocation of such insurance are pending, or, to the Knowledge of Company, threatened.

### 3.6 Financial Matters.

(a) *Company's Financial Statements.* Company has made available to Purchaser the audited financial statements of FBBI for the year ended December 31, 2014 ("Audited Financial Statements"). The Audited Financial Statements (i) are true, accurate and complete in all material respects, (ii) have been prepared in accordance with GAAP and regulatory accounting principles consistently applied except as may be otherwise indicated in the notes thereto and (iii) fairly present in all material respects the financial condition of Company as of the respective dates set forth therein and the results of operations, stockholders' equity and cash flows of Company for the respective periods set forth therein. The financial statements of Company to be prepared after the Agreement Date and prior to the Closing (A) will be true, accurate and complete in all material respects, (B) will have been prepared in accordance with GAAP and regulatory accounting principles consistently applied except as may be otherwise indicated in the notes thereto and except with respect to unaudited financial statements for the omission of footnotes and (C) will fairly present in all material respects the financial condition of Company as of the respective dates set forth therein and the results of operations, stockholders' equity and cash flows of Company for the respective periods set forth therein, subject in the case of unaudited financial statements to year-end adjustments (none of which would reasonably be expected to be material).

(b) *Call Reports.* Company has previously delivered to Purchaser a true and complete copy of its Report of Condition and Income filed with the applicable federal banking agency ("Call Report") for the period ending March 31, 2015. The financial statements contained in such Call Report (i) are true, accurate and complete in all material respects, (ii) have been prepared in accordance with GAAP and regulatory accounting principles consistently applied, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes, and (iii) fairly present in all material respects the financial condition of BC Bank as of the respective dates set forth therein and the results of operations and stockholders' equity for the respective periods set forth therein, subject to year-end adjustments (none of which are reasonably expected to be material). The financial statements contained in the Call Reports of BC Bank to be prepared after the Agreement Date and prior to the Closing (A) will be true, accurate and complete in all material respects, (B) will have been prepared in accordance with GAAP and regulatory accounting principles consistently applied, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes, and (C) will fairly present in all material respects the financial condition of BC Bank as of the respective dates set forth therein and the results of operations and stockholders' equity for the respective periods set forth therein, subject to year-end adjustments (none of which are reasonably expected to be material).

(c) *Systems and Processes.* Company has in place sufficient systems and processes that are customary for a community bank of the size of BC Bank and that are designed to (x) provide reasonable assurances regarding the reliability of Company's financial statements and (y) in a timely manner accumulate and communicate to Company's principal executive officer and principal financial officer the type of information that would be required to be disclosed in Company's financial statements. Except as set forth in Section 3.6(c) of the Company Disclosure Schedule, neither Company, nor any employee, auditor, accountant or representative of Company, has received or otherwise had or obtained Knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of such systems and processes or the accuracy or integrity of Company's financial statements. To Company's Knowledge, there has been no instance of fraud by BC Bank, exceeding \$10,000 in the aggregate, that occurred during any period covered by the Call Report.

(d) *Auditor Independence.* During the period covered by the Call Report, Company's external auditor was independent of Company and its management. As of the date hereof, Company's external auditor has not resigned or been dismissed as a result of or in connection with any disagreements

with Company on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(e) *Books and Records.* The books and records of Company have been and are being maintained in the Ordinary Course of Business in accordance and compliance with all applicable accounting requirements and Legal Requirements and are complete in all material respects to reflect corporate actions by Company.

(f) *Liabilities.* Company has no material liabilities of a nature required to be disclosed in a consolidated balance sheet of Company prepared in accordance with GAAP and regulatory accounting principles except:

(i) Liabilities disclosed on, reflected in or provided for in the Audited Financial Statements, or in Company's Call Report for the period ended December 31, 2014;

(ii) Liabilities incurred in the Ordinary Course of Business since the date of the Audited Financial Statements;

(iii) Liabilities for committed but unfunded extensions of credit;

(iv) Liabilities disclosed in the Company Disclosure Schedule; and

(v) Liabilities arising from this Agreement and the Contemplated Transactions (including the incurrence of professional and other transactional fees).

### 3.7 Tax Matters.

(a) Company has filed all federal income tax returns and all other material tax returns required to be filed by it. All such tax returns were true, correct and complete in all material respects and accurately reflected in all material respects the taxable income (or other measure of tax) of FBB1.

(b) Company has paid all material taxes required to be paid by it, its Subsidiaries or the consolidated, combined, affiliated, unitary or other tax group including Company, whether or not shown on any tax return. Company has established reserves in accordance with GAAP that are adequate for the payment of all taxes not yet due and payable with respect to its assets and operations.

(c) Company has withheld and paid to the appropriate taxing authority all material taxes required to be withheld and paid, including in connection with any amounts owing to any employee, independent contractor, creditor, stockholder or other third party and all Forms W-2 and 1099 and any other forms required with respect thereto have been properly completed and timely filed.

(d) Company has not received from any taxing authority written notice of, and, to the Knowledge of Company, there is not threatened, any audit, claim, action, suit, request for information, ruling, determination, investigation or administrative or judicial proceeding that is pending or being conducted with respect to taxes of Company. Company has not received from any taxing authority (including in jurisdictions in which BC Bank or its Subsidiaries has not filed tax returns) written notice of, and, to the Knowledge of Company, there is not threatened, any proposed assessment, adjustment or deficiency for any amount of taxes proposed, asserted, or assessed against Company. Company is not a party to or bound by any tax sharing, allocation or indemnification agreement or similar agreement or arrangement.

(e) During the five-year period ending on the Closing Date, Company has not been a “distributing corporation” as the term is defined in Section 355 of the Code.

(f) Company will not be required, for income tax purposes for any taxable period ending after the Closing Date, to include in its taxable income any item of income or gain or to exclude from its taxable income any item of deduction or loss as a result of any (i) change in method of accounting under Section 481(c) of the Code (or any corresponding or similar provision of state, local or foreign law) for a taxable period ending on or prior to the Closing Date, (ii) closing agreement under Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign law) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition occurring on or prior to the Closing Date, or (iv) prepaid amount received on or prior to the Closing Date for which adequate reserves have not been established in accordance with GAAP.

(g) There are no liens or encumbrances for taxes on any of the assets of Company other than liens or encumbrances for taxes not yet due and payable.

(h) No written claim has been received in the last six years by Company from a taxing authority in a jurisdiction where it does not file tax returns that it is or may be subject to taxation by that jurisdiction or should have been included in a combined, consolidated, affiliated, unitary or other group tax return of that jurisdiction.

(i) Company has not engaged in any “reportable transactions” within the meaning of Treasury Regulations Section 1.6011-4(b).

3.8 Litigation and Claims. Except as set forth in Section 3.8 of the Company Disclosure Schedule, there are no current, pending or, to the Knowledge of Company, threatened material proceedings. Except as set forth in Section 3.8 of the Company Disclosure Schedule, there is no material injunction, order, judgment, decree or regulatory restriction imposed upon BC Bank or the assets of BC Bank.

3.9 Employee Benefit Plans; Labor.

(a) Section 3.9(a) of the Company Disclosure Schedule sets forth a complete and correct list of each Benefit Arrangement. Company has made available to Purchaser correct and complete copies of (i) each Benefit Arrangement (or, in the case of any such Benefit Arrangement that is unwritten, descriptions thereof), (ii) the most recent annual report on Form 5500 filed with the Internal Revenue Service with respect to each Benefit Arrangement (if any such report was required), (iii) the most recent summary plan description for each Benefit Arrangement for which such summary plan description is required and (iv) each trust agreement and insurance or group annuity contract relating to any Benefit Arrangement.

(b) Each Benefit Arrangement that is intended to be tax qualified under Section 401(a) of the Code (each, a “Qualified Plan”) and each trust established in connection with any Qualified Plan which is intended to be tax exempt under Section 501(a) of the Code (i) is tax qualified or tax exempt, as applicable, and Company has received a determination letter or is entitled to rely upon an opinion letter from the Internal Revenue Service regarding each such Qualified Plan’s qualified status under the Code, and (ii) to Company’s Knowledge, no event has occurred since the date of the most recent determination letter or application relating to any such Qualified Plan that would adversely affect the qualification of such Qualified Plan. Company has made available to Purchaser a correct and complete copy of the most recent determination letter or opinion letter applicable to each Qualified

Plan, as well as a correct and complete copy of each pending application for a determination letter, if any.

(c) Each Benefit Arrangement has been administered in all material respects in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code, all other Legal Requirements and the terms of all applicable collective bargaining agreements (if any). To Company's Knowledge, there are no investigations by any Governmental Authority, termination proceedings or other claims (except routine claims for benefits payable under the Benefit Arrangements) or proceedings against or involving any Benefit Arrangement.

(d) No Qualified Plan is subject to Title IV of ERISA or Section 412 of the Code. No direct, contingent or secondary liability to any Person has been incurred or could reasonably be expected to be incurred by Company or its ERISA Affiliates under Title IV of ERISA. Neither Company nor any of its ERISA Affiliates has, within the preceding six years, withdrawn in a complete or partial withdrawal from any multiemployer plan (as defined in Section 3(37) of ERISA) or incurred any liability under Section 4204 of ERISA that has not been satisfied in full.

(e) Except as set forth in Section 3.9(e) of the Company Disclosure Schedule, Company has no obligation to provide medical, dental or life insurance benefits (whether or not insured) to any of its employees or former employees after retirement or other termination of service (other than (i) coverage mandated by Legal Requirements and (ii) benefits, the full direct cost of which is borne by the employee or former employee (or beneficiary thereof)).

(f) There are no collective bargaining agreements binding on Company; none of the employees of Company is represented by a labor union, and, to the Knowledge of Company, there is no, and since December 31, 2014, has been no, (i) organizational effort made or threatened by or on behalf of any labor organization or trade union to organize any employees of Company, and (ii) no demand for recognition of any employees of Company has been made by or on behalf of any labor organization or trade unions.

(g) There are no strikes, work stoppages, work slowdowns or lockouts pending or, to the Knowledge of Company, contemplated or threatened against or involving Company.

(h) There are no proceedings pending or, to the Knowledge of Company, threatened against or affecting Company, relating to the alleged material violation of any applicable Legal Requirement pertaining to labor relations or employment matters.

3.10 Properties and Leases. Company (a) has good, valid and marketable title to all the properties and assets reflected in the latest audited balance sheet included in the Audited Financial Statements as being owned by it or acquired after the date thereof (except properties sold or otherwise disposed of since the date thereof in the Ordinary Course of Business) (the "Owned Properties"), free and clear from encumbrances that would materially affect the value thereof and to which like properties are not commonly subject or which interfere with the use made or to be made thereof by Company in any material respect, (b) is the lessee of all leasehold estates reflected in the latest audited balance sheet included in the Audited Financial Statements or acquired after the date thereof (except for leases that have expired by their terms since the date thereof) (the "Leased Properties" and, collectively with the Owned Properties, the "Real Property"), free and clear from encumbrances that would materially affect the value thereof and which like properties are not commonly subject or which interfere with the use made or to be made thereof by Company in any material respect, and is in possession of the properties purported to be leased thereunder, and each such lease is valid without default thereunder by the lessee or, to the Knowledge of Company, the lessor, and (c) owns or leases all properties and assets as are used by

Company in the business or otherwise necessary to its operations as now conducted. Section 3.10 of the Company Disclosure Schedule contains a true and complete list of all Real Property as of the Agreement Date. The Real Property is in material compliance with all applicable zoning laws and building codes, and the buildings and improvements located on the Real Property are in good operating condition and in a state of good working order, ordinary wear and tear excepted. There are no pending or, to the Knowledge of Company, threatened material condemnation proceedings against the Real Property. Company is in material compliance with all applicable health and safety related requirements for the Real Property, including those under the Americans with Disabilities Act of 1990, as amended, and the Occupational Health and Safety Act of 1970, as amended.

3.11 Absence of Certain Changes. Since December 31, 2014, until the date hereof, except as disclosed (i) in the Audited Financial Statements, (ii) in BC Bank's Call Report for the three months ended March 31, 2015, and (iii) in Section 3.11 of the Company Disclosure Schedule, Company has conducted business in the Ordinary Course in all material respects and has not changed any accounting methods, principles or practices affecting their respective assets, liabilities or businesses, including any reserving, renewal or residual method, practice or policy (other than as may be required by GAAP or applicable accounting requirements of a Governmental Authority). Since December 31, 2014, (a) Company has not had, and no fact, effect, event, change, occurrence or circumstance has occurred that would reasonably be expected to have, a Material Adverse Effect, and (b) no material default (or event which, with notice or lapse of time, or both, would constitute a material default) exists on the part of Company or, to the Knowledge of Company, on the part of any other party, in the due performance and observance of any term, covenant or condition of any contract to which Company is a party and which is, individually or in the aggregate, material to the financial condition of Company.

3.12 Commitments and Contracts.

(a) Company has provided or otherwise made available (by hard copy, electronic data room or otherwise) to Purchaser or its representatives true, correct and complete copies of each of the following to which Company is a party or subject or which otherwise relates to its business (whether written or oral, express or implied) (each, a "Company Significant Agreement"):

(i) any contract which is or would constitute a "material contract" within the meaning of Item 601(b)(10) of Regulation S-K to be performed in whole or in part after the Agreement Date, including, without limitation, each lease under which Company holds real properties for use in its operations (each, a "Company Material Contract");

(ii) any contract with respect to the employment or service of any current directors, officers, employees or consultants of Company and of any former director or officer of Company whose service as such terminated after December 31, 2014, other than Company's standard form at-will offer letter;

(iii) any contract which limits the freedom of Company to compete in any material line of business;

(iv) any contract which grants any Person a right of first refusal, right of first offer or similar right with respect to any material properties, assets or businesses of Company;

(v) any indenture, deed of trust, loan agreement or other financing agreement or instrument to which Company is the obligor; and

(vi) any contract relating to the acquisition or disposition of any material business or material assets (whether by merger, sale of stock or assets or otherwise), which acquisition or disposition is not yet complete or where such contract contains continuing material obligations, including continuing material indemnity obligations, of Company.

(b) (i) Each of the Company Significant Agreements has been duly and validly authorized, executed and delivered by Company and is binding on Company and in full force and effect; (ii) Company is in all material respects in compliance with and has in all material respects performed all obligations required to be performed by it to date under each Company Significant Agreement; (iii) Company has not received notice of any material violation or default (or any condition which with the passage of time or the giving of notice would cause such a violation or default) by any party under any Company Significant Agreement; and (iv) no other party to any Company Significant Agreement is, to the Knowledge of Company, in default in any respect material thereunder

(c) Except as set forth in Section 3.12(c) of the Company Disclosure Schedule, no consent of any other party or parties to a Company Material Contract is required for such Company Material Contract to remain binding on such other party(ies) and in full force and effect upon completion of the Contemplated Transactions.

(d) Except as set forth in Section 3.12(d) of the Company Disclosure Schedule, there are no employment, severance or other agreements pursuant to which any director, officer or employee may be entitled to a cash payment, a stock issuance or any other type of consideration, compensation or remuneration arising out of or in connection with Company's execution of this Agreement or the Contemplated Transactions.

3.13 Risk Management Instruments. Except as set forth in Section 3.13 of the Company Disclosure Schedule, Company is not a party to any swaps, caps, floors, option agreements or other derivative instruments that were entered into for its own account or for the account of a customer of BC Bank.

3.14 Environmental Matters.

(a) Company is in compliance in all material respects with all Environmental Laws. Except as set forth in Section 3.14 of the Company Disclosure Schedule, Company has not received any written communication from any Person that alleges that Company is not in compliance with any Environmental Laws and, to the Knowledge of Company, there are no circumstances that would reasonably be expected to prevent or interfere with such compliance in the future.

(b) There is no Environmental Claim pending or, to the Knowledge of Company, threatened against Company or against any Person or entity whose liability for any Environmental Claim Company has retained or assumed by contract or by operation of law.

(c) Company has provided to Purchaser all assessments, reports, data, results of investigations or audits, and any other material information in possession of Company and/or its current or former independent contractors or environmental consultants regarding environmental matters, environmental condition, or the compliance (or noncompliance) by Company under any Environmental Laws, pertaining to (1) any properties owned or operated by Company including, but not limited to, corporate offices or branch locations, and (2) any properties securing any loans made by Company.

(d) Company is not required by any Environmental Law or by virtue of the Contemplated Transactions set forth herein, or as a condition to the effectiveness of the Contemplated Transactions set

forth herein, (i) to perform a site assessment for Hazardous Materials, (ii) to remove or remediate Hazardous Materials, (iii) to give notice to or receive approval from any Governmental Authority regarding environmental matters, or (iv) to record or deliver to any Person any disclosure document or statement pertaining to environmental matters.

(e) To the Knowledge of Company, during the period of (i) Company's ownership or operation of any of its current or former properties, (ii) Company's participation and management of any property, or (iii) Company's interest in a mortgaged or financed property, there has been no release of Hazardous Materials in, on, under or affecting any such property. To the knowledge of Company, prior to the period of (i) Company's ownership or operation of any of its current or former properties, (ii) Company's participation and management of any property, or (iii) Company's interest in a mortgage or financed property, there was no release of Hazardous Materials in, on, under or affecting any such property, mortgaged or financed property.

(f) To the Knowledge of Company, no underground storage tanks, impoundments, vessels or other containers used for storage of Hazardous Materials were and/are located on or below the surface of properties owned or operated by Company. During Company's operation of its properties and to the Knowledge of Company, no part of the property has ever contained asbestos.

For purposes of this Agreement, "Environmental Claim" means any written notice from any Governmental Authority or third party alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, government response costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on, or resulting from the presence, or release into the environment, of any Hazardous Materials.

For purposes of this Agreement, "Environmental Law" means all laws concerning (a) public and/or worker health and safety relating to toxic or hazardous substances or (b) pollution or protection of the environment or natural resources, and includes without limitations the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1981, and the Superfund Amendments and Reauthorization Act of 1986, each as amended and together with all rules and regulations promulgated in connection therewith, and any other federal, state or local environmental statutes, ordinances, rules and regulations relating to emissions, discharges, releases or threatened release of pollutants, contaminants, chemicals, toxic substances, Hazardous Materials or wastes into the environment, or otherwise relating to the manufacture, processing, presence, generation, distribution, labeling, testing, use, treatment, storage, control, disposal, clean-up, transportation or handling of pollutants, contaminants, chemicals, toxic substances, Hazardous Materials or wastes.

For purposes of this Agreement, "Hazardous Materials" means any product, substance, chemical, contaminant, pollutant, effluent, waste or other material whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, emission, discharge, spill, release or effect, either by itself or in combination with other materials located on the Real Property, is either: (x) regulated or monitored by any Governmental Authority or (y) defined or listed in, or otherwise classified pursuant to, any Environmental Law as "hazardous substances," "hazardous materials," "hazardous wastes," "infectious wastes," or "toxic substances". Hazardous Materials shall include, but not be limited to, (1) any substance or material identified in Section 101(4) of CERCLA, 42 U.S.C. § 9601(14) and as set forth in Title 40, Code of Federal Regulations, Part 302, as the same may be amended from time to time, (2) any "regulated substance" as defined in the Solid Waste Disposal Act, (3) any substance subject to regulation pursuant to the Toxic Substances Control Act, (4) any substance so defined or regulated under any state law counterpart to any of the foregoing, or any state law regulating the reporting and remediation of any spills of Hazardous Materials, as defined in state laws or regulations, as such laws are now in effect or may be amended through the Closing Date and any rule, regulation or administrative or

judicial policy statement, guideline, order or decision under any such laws, (5) any substance or material determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule, or regulation or judicial or administrative order or decision, as same may be amended from time to time, (6) petroleum and refined petroleum products and distillates, (7) asbestos and asbestos-containing products, (8) radon, (9) flammable explosives, (10) polychlorinated biphenyls, (11) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human health or the environment, and which are not naturally occurring, and (12) any other substance that is regulated or classified as hazardous or toxic under any Environmental Law.

3.15 Insurance. Company maintains insurance underwritten by insurers of recognized financial responsibility, of the types and in the amounts that it reasonably believes is commercially reasonable for its business, including, but not limited to, insurance covering all real and personal property owned or leased by it, subject to customary exclusions, against theft, damage, destruction, acts of vandalism and all other risks customarily insured against, with such deductibles as are customary for companies in the same or similar business, all of which insurance is in full force and effect. Section 3.15 of the Company Disclosure Schedule lists all life insurance policies owned by Company (and the current cash surrender values thereof) as reflected on Company's financial statements. Such life insurance policies are in full force and effect, all premiums currently due on such policies have been fully paid, and no Person other than Company is entitled to the cash surrender value of any such policy.

3.16 Intellectual Property. Company owns or is licensed to use or otherwise possess legally enforceable rights to use all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names (collectively, "Proprietary Rights") used in the conduct of its business as currently conducted. Company has the right to use all material Proprietary Rights owned by it and used in the conduct of its business as currently conducted without infringing the Proprietary Rights of any third party. Company has the right to use all material Proprietary Rights licensed to it and used in the conduct of its business as currently conducted without infringing the Proprietary Rights of any third party or violating the terms of any licensing or other agreement to which it is a party. To Company's Knowledge, no Person is infringing upon any of the Proprietary Rights of Company, except where the infringement of or lack of a right to use such Proprietary Rights would not have any material impact on Company. No charges, claims or litigation have been asserted or, to Company's Knowledge, threatened against Company contesting the right of Company to use, or the validity of, any of the Proprietary Rights used in the conduct of its business as currently conducted or challenging or questioning the validity or effectiveness of any license or agreement pertaining thereto or asserting the misuse thereof, and, to Company's Knowledge, no valid basis exists for the assertion of any such charge, claim or litigation. All licenses and other agreements to which Company is a party relating to Proprietary Rights are in full force and effect and constitute valid, binding and enforceable obligations of Company subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles, as the case may be, and there have not been and there currently are not any defaults (or any event which, with notice or lapse of time, or both, would constitute a default) by Company under any license or other agreement affecting Proprietary Rights used in the conduct of its business as currently conducted, except for defaults, if any, which would not have any material impact on Company. Except as set forth in Section 3.16 of the Company Disclosure Schedule, the validity, continuation and effectiveness of all licenses and other agreements relating to the Proprietary Rights used in the conduct of Company's business as currently conducted and the current terms thereof will not be affected by the Contemplated Transactions.

3.17 Related Party Transactions.

(a) Except as part of the normal and customary terms of an individual's employment or service as a director, and except as set forth in Section 3.17(a) of the Company Disclosure Schedule, Company is not a party to any extension of credit (as debtor, creditor, guarantor or otherwise), contract for goods or services, lease or other agreement with any (i) Affiliate of Company, (ii) insider (or related interest of an insider) of Company, (iii) stockholder owning 5% or more of the outstanding FBBI Common Stock or related interest of such a stockholder, or (iv) to the Knowledge of Company, and other than credit and consumer banking transactions in the Ordinary Course of Business, employee of Company who is not an executive officer. For purposes of the preceding sentence, the term "Affiliate" shall have the meaning assigned in Regulation W promulgated by the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), as amended, and the terms "insider," "related interest," and "executive officer" shall have the meanings assigned in the Federal Reserve Board's Regulation O, as amended.

(b) Except as set forth in Section 3.17(b) of the Company Disclosure Schedule, Company is in material compliance with Sections 23A and 23B of the Federal Reserve Act, its implementing regulations, and the Federal Reserve Board's Regulation O.

3.18 Brokers or Finders. Except for the fees disclosed in Section 3.18 of the Company Disclosure Schedule, neither Company nor any of its representatives has incurred any liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with the Contemplated Transactions.

3.19 Company Information. The information relating to Company that is provided by Company or its representatives for inclusion in the Proxy Statement-Prospectus (included in the Form S-4), or in any application, notification or other document filed with any other Regulatory Agency or other Governmental Authority in connection with the Contemplated Transactions, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Proxy Statement-Prospectus relating to Company and other portions within the reasonable control of Company will comply in all material respects with the provisions of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder.

3.20 Legal Proceedings. There is no suit, action, investigation, claim, proceeding or review pending, or to the Knowledge of Company, threatened against or affecting Company or any of the current or former directors or executive officers of Company (and Company is not aware of any basis for any such suit, action or proceeding) (i) that involves a Governmental Authority, or (ii) that, individually or in the aggregate, and, in either case, is (A) material to Company or is reasonably likely to result in a material restriction on Company's businesses or, after the Effective Time, the business of HBI, Centennial, Surviving Corporation or any of their Affiliates, or (B) reasonably likely to materially prevent or delay it from performing its obligations under, or consummating the transactions contemplated by, this Agreement. There is no material injunction, order, award, judgment, settlement, decree or regulatory restriction imposed upon or entered into by Company or the assets of Company (or that, upon consummation of the Merger, would apply to Purchaser or any of its affiliates).

3.21 Accounting and Internal Controls.

(a) The records, systems, controls, data and information of Company are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Company or its accountants (including all means of access thereto and therefrom), except for any nonexclusive ownership and nondirect control that would not, individually or in the aggregate, reasonably be expected to have a

Material Adverse Effect on the system of internal accounting controls described below in this Section 3.21(a). Company has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

(b) Since December 31, 2014, (A) neither Company nor, to the Knowledge of Company, any director, officer, auditor, accountant or representative of it has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or written claim regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of Company or its respective internal accounting controls, including any material complaint, allegation, assertion or written claim that Company has engaged in questionable accounting or auditing practices, and (B) no attorney representing Company, whether or not employed by it, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by it or any of its officers or directors to its board of directors or any committee thereof or to any of its directors or officers.

### 3.22 Loan Matters.

(a) Section 3.22(a) of the Company Disclosure Schedule sets forth a list of (i) each loan that as of March 31, 2015, had an outstanding balance and/or unfunded commitment of \$250,000 or more and that as of such date (A) was contractually past due 90 days or more in the payment of principal and/or interest, (B) was on non-accrual status, (C) was classified as "substandard," "doubtful," "loss," "classified," "criticized," "credit risk assets," "concerned loans," "watch list," "impaired" or "special mention" (or words of similar import) by Company, or any Governmental Authority, (D) as to which a reasonable doubt exists as to the timely future collectibility of principal and/or interest, whether or not interest is still accruing or the loans are less than 90 days past due, (E) where the interest rate terms have been reduced and/or the maturity dates have been extended subsequent to the agreement under which the loan was originally created due to concerns regarding the borrower's ability to pay in accordance with such initial terms, (F) where a specific reserve allocation exists in connection therewith or (G) which is required to be accounted for as a troubled debt restructuring in accordance with ASC 310-40, and (ii) each asset of Company that as of March 31, 2015, was classified as "other real estate owned," "other repossessed assets" or as an asset to satisfy loans, and the book value thereof as of such date. For each loan identified in accordance with the immediately preceding sentence, Section 3.22(a) of the Company Disclosure Schedule sets forth the outstanding balance, including accrued and unpaid interest, on each such loan and the identity of the borrower thereunder as of March 31, 2015.

(b) Since December 31, 2014, Company has not engaged in, and, to the Knowledge of Company, no third-party vendors (including outside law firms and other third-party foreclosure services providers, collectively, the "Mortgage Vendors") used by Company has engaged in, directly or indirectly, (1) any foreclosures in material violation of any applicable law, including but not limited to the Servicemembers Civil Relief Act, or in material breach of any binding Regulatory Agreement or (2) the conduct referred to as "robo-signing" or any other similar conduct of approving or notarizing documents relating to mortgage loans that do not comply with any applicable law in all material respects.

(c) Since December 31, 2014, Company has not foreclosed upon, or taken a deed or title to, any real estate (other than single-family residential properties) without complying in all material respects with all applicable FDIC environmental due diligence standards (including FDIC Bulletin FIL-14-93, and update FIL-98-2006) or foreclosed upon, or taken a deed or title to, any such real estate if the environmental assessment indicates the liabilities under Environmental Laws are likely in excess of the asset's value.

3.23 Community Reinvestment Act Compliance. Company is in compliance in all material respects with the applicable provisions of the Community Reinvestment Act of 1977 and the regulations promulgated thereunder and has received a Community Reinvestment Act rating of "satisfactory" in its most recently completed exam, and Company has no Knowledge of the existence of any fact or circumstance or set of facts or circumstances which would reasonably be expected to result in Company having its current rating lowered.

3.24 Investment Securities. Company has good and valid title to all securities held by it (except securities sold under repurchase agreements 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 consistent with prudent business practices to secure obligations of Company and except for such defects in title or liens that would not be material to Company. Such securities are valued on the books of Company in accordance with GAAP.

3.25 Regulatory Status. Each of FBBI and BC Bank is "well-capitalized," as such term is defined in the rules and regulations promulgated by the FDIC. To the knowledge of Company, there has not been any event or occurrence since December 31, 2014 that would result in a determination that BC Bank is not an "eligible depository institution" as defined in 12 C.F.R. § 303.2(r).

3.26 Allowance for Loan Losses. BC Bank's allowance for loan losses as reflected in the latest balance sheet included in the Audited Financial Statements was, in the opinion of management, as of the date thereof, in compliance with BC Bank's existing methodology for determining the adequacy of its allowance for loan losses as well as the standards established by applicable Governmental Authority, the Financial Accounting Standards Board and GAAP.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Subject to such exceptions as are disclosed in the Purchaser Disclosure Schedule dated as of the date hereof, Purchaser hereby makes the following representations and warranties to Company as of the date hereof and as of the Closing Date.

##### **4.1 Corporate Status and Authority; Non-Contravention.**

(a) *Status of Purchaser.* HBI is a corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas and is duly registered as a bank holding company under the BHCA. Centennial is a state bank duly organized, validly existing and in good standing under the laws of the State of Arkansas. Purchaser has the corporate power to own its property and conduct its business in the manner in which such business is now being conducted and has full power and capacity to enter into this Agreement, carry out the Contemplated Transactions to which it is a party, and duly observe and perform all its obligations contained in this Agreement.

(b) *Due Authorization.* The execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by Purchaser pursuant to this Agreement and the completion and performance of the transactions and obligations contemplated by or contained in this Agreement have been duly authorized by all necessary organizational or corporate action on the part of Purchaser, and this Agreement has been duly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser is enforceable in accordance with its terms. No other corporate proceedings, including any stockholder approvals, are necessary for the execution and delivery by Purchaser of this Agreement, the performance by it or of its obligations hereunder or the consummation by it of the Contemplated Transactions.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement nor the completion and performance of the Contemplated Transactions or compliance by Purchaser with any of the provisions hereof will (i) contravene any of the provisions of Purchaser's Articles of Incorporation or Bylaws, (ii) result in a material breach of or material default under, or contravene, any material indenture, contract, agreement or instrument to which Purchaser is a party or by which Purchaser is bound, or (iii) assuming the Purchaser Required Approvals are duly obtained, violate in any material respect any Legal Requirement or any judgment, ruling, order, writ, injunction or decree applicable to Purchaser or any of its respective properties or assets.

#### 4.2 Capitalization of Purchaser.

(a) *HBI Capitalization.* The authorized capital stock of HBI consists of 100,000,000 shares of HBI Common Stock, of which 67,737,390 shares of HBI Common Stock were outstanding as of June 16, 2015. No other shares of capital stock of HBI are issued or outstanding. All of the outstanding shares of HBI Common Stock have been duly authorized and validly issued, are fully paid and nonassessable with no personal liability attaching to the ownership thereof, have been issued in full compliance with all federal and state securities laws and other Legal Requirements, and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities. The shares of HBI Common Stock to be issued pursuant to the Merger will be duly authorized and validly issued and, at the Effective Time, all such shares will be fully paid and non-assessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

(b) *Ownership of Centennial.* All of the outstanding shares of capital stock of Centennial are directly and beneficially owned and held by HBI, and are free and clear of all encumbrances.

#### 4.3 Business Operations.

(a) *Permits.* Purchaser holds all Permits material to its business, including, without limitation and with respect to Centennial, all Permits required from the FDIC and Arkansas State Bank Department, to conduct a commercial banking business (each, a "Purchaser Material Permit"). All of the Purchaser Material Permits are validly issued, are in full force and effect and are being complied with by Purchaser. No notice of breach or default in respect of any Purchaser Material Permit has been received by Purchaser and there are no proceedings in progress, pending or threatened which would reasonably be expected to result in the cancellation, revocation, suspension or adverse alteration of any of them, and Purchaser is not aware of any existing matters or state of facts which is reasonably likely to give rise to any such notice or proceeding.

(b) *Governmental Authorizations.* Except for the filing of applications and notices with, and the receipt of consents, authorizations, approvals, exemptions or nonobjections from, as applicable, the Governmental Authorities set forth on Section 4.3 of the Purchaser Disclosure Schedule (the "Purchaser Required Approvals"), no consents, or approvals of or filings or registrations with any Governmental Authority are necessary on the part of Purchaser or its Affiliates in connection with the execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the Contemplated Transactions. As of the Agreement Date and as of the Closing Date, Purchaser does not know of any reason why any of the Purchaser Required Approvals will not be obtained or that any of the Purchaser Required Approvals will not be granted without imposition of a burdensome condition.

#### 4.4 Regulatory Reports.

(a) *Reports to Banking Regulators.* Purchaser has filed with the Federal Reserve Bank of St. Louis, the Arkansas State Bank Department and any other applicable Governmental Authorities, as the

case may be, in correct form in all material respects the reports, returns and filing information data required to be filed under any applicable Legal Requirement, including any and all federal and state banking authorities, and such reports were complete and accurate in all material respects and in compliance in all material respects with any applicable Legal Requirement.

(b) *SEC Reports.* Each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the Securities and Exchange Commission (the “SEC”) by HBI pursuant to the Securities Act of 1933 (the “Securities Act”) or the Exchange Act and before the date of this Agreement (the “HBI SEC Reports”) is available to Company through the SEC’s EDGAR system. No such HBI SEC Report, at the time filed or furnished (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading, except that information as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all HBI SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto.

4.5 *Deposits.* All of the deposits held by Centennial (including the records and documentation pertaining to such deposits) have been established and are held in compliance in all material respects with (i) all applicable policies, practices and procedures of Centennial, and (ii) all applicable Legal Requirements, including anti-money laundering, anti-terrorism, or embargoed persons requirements. All of the deposits held by Centennial are insured to the maximum limit set by the FDIC and the FDIC premium and all assessments have been fully paid, and no proceedings for the termination or revocation of such insurance are pending, or, to the Knowledge of Purchaser, threatened.

#### 4.6 *Financial Matters.*

(a) *Purchaser’s Financial Statements.* Purchaser’s audited financial statements for year ended December 31, 2014, were filed on February 27, 2015, with the SEC on Form 10-K (the “Purchaser Audited Financial Statements”). The Purchaser Audited Financial Statements (i) are true, accurate and complete in all material respects, (ii) have been prepared in accordance with GAAP and regulatory accounting principles consistently applied except as may be otherwise indicated in the notes thereto and (iii) fairly present in all material respects the financial condition of Purchaser as of the respective dates set forth therein and the results of operations, stockholders’ equity and cash flows of Purchaser for the respective periods set forth therein. The consolidated financial statements of Purchaser to be prepared after the Agreement Date and prior to the Closing (A) will be true, accurate and complete in all material respects, (B) will have been prepared in accordance with GAAP and regulatory accounting principles consistently applied except as may be otherwise indicated in the notes thereto and except with respect to unaudited financial statements for the omission of footnotes and (C) will fairly present in all material respects the financial condition of Purchaser as of the respective dates set forth therein and the results of operations, stockholders’ equity and cash flows of Purchaser for the respective periods set forth therein, subject in the case of unaudited financial statements to year-end adjustments (none of which would reasonably be expected to be material).

(b) *Call Reports.* Purchaser has previously delivered to Company a true and complete copy of the Call Report of Centennial for the period ending March 31, 2015. The financial statements contained in such Call Report (i) are true, accurate and complete in all material respects, (ii) have been prepared in accordance with GAAP and regulatory accounting principles consistently applied, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes, and (iii) fairly present in all material respects the financial condition of Centennial as of the respective dates set forth

therein and the results of operations and stockholders' equity for the respective periods set forth therein, subject to year-end adjustments (none of which are reasonably expected to be material). The financial statements contained in the Call Reports of Centennial to be prepared after the Agreement Date and prior to the Closing (A) will be true, accurate and complete in all material respects, (B) will have been prepared in accordance with GAAP and regulatory accounting principles consistently applied, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes, and (C) will fairly present in all material respects the financial condition of Centennial as of the respective dates set forth therein and the results of operations and stockholders' equity for the respective periods set forth therein, subject to year-end adjustments (none of which are reasonably expected to be material).

(c) *Systems and Processes.* Purchaser has in place sufficient systems and processes that are customary for a bank of the size of Centennial and that are designed to (x) provide reasonable assurances regarding the reliability of Purchaser's financial statements and (y) in a timely manner accumulate and communicate to Purchaser's principal executive officer and principal financial officer the type of information that would be required to be disclosed in Purchaser's financial statements. Neither Purchaser, nor any employee, auditor, accountant or representative of Purchaser, has received or otherwise had or obtained Knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of such systems and processes or the accuracy or integrity of Purchaser's financial statements.

(d) *Auditor Independence.* During the period covered by the Call Report, Purchaser's external auditor was independent of Purchaser and its management. As of the date hereof, Purchaser's external auditor has not resigned or been dismissed as a result of or in connection with any disagreements with Purchaser on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(e) *Books and Records.* The books and records of Purchaser have been and are being maintained in the Ordinary Course of Business in accordance and compliance with all applicable accounting requirements and Legal Requirements and are complete in all material respects to reflect corporate actions by Purchaser.

#### 4.7 Tax Matters.

(a) Purchaser has filed all federal income tax returns and all other material tax returns required to be filed by it. All such tax returns were true, correct and complete in all material respects and accurately reflected in all material respects the taxable income (or other measure of tax) of Centennial.

(b) Purchaser has paid all material taxes required to be paid by it, its Subsidiaries or the consolidated, combined, affiliated, unitary or other tax group including Purchaser, whether or not shown on any tax return. Purchaser has established reserves in accordance with GAAP that are adequate for the payment of all taxes not yet due and payable with respect to its assets and operations.

(c) Purchaser has withheld and paid to the appropriate taxing authority all material taxes required to be withheld and paid, including in connection with any amounts owing to any employee, independent contractor, creditor, stockholder or other third party and all Forms W-2 and 1099 and any other forms required with respect thereto have been properly completed and timely filed.

(d) Purchaser has not received from any taxing authority written notice of, and, to the Knowledge of Purchaser, there is not threatened, any audit, claim, action, suit, request for information, ruling, determination, investigation or administrative or judicial proceeding that is pending or being conducted with respect to taxes of Purchaser. Purchaser has not received from any taxing authority

(including in jurisdictions in which Centennial or its Subsidiaries has not filed tax returns) written notice of, and, to the Knowledge of Purchaser, there is not threatened, any proposed assessment, adjustment or deficiency for any amount of taxes proposed, asserted, or assessed against Purchaser. Purchaser is not a party to or bound by any tax sharing, allocation or indemnification agreement or similar agreement or arrangement.

(e) During the five-year period ending on the Closing Date, Purchaser has not been a “distributing corporation” as the term is defined in Section 355 of the Code.

(f) Purchaser will not be required, for income tax purposes for any taxable period ending after the Closing Date, to include in its taxable income any item of income or gain or to exclude from its taxable income any item of deduction or loss as a result of any (i) change in method of accounting under Section 481(c) of the Code (or any corresponding or similar provision of state, local or foreign law) for a taxable period ending on or prior to the Closing Date, (ii) closing agreement under Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign law) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition occurring on or prior to the Closing Date, or (iv) prepaid amount received on or prior to the Closing Date for which adequate reserves have not been established in accordance with GAAP.

(g) There are no liens or encumbrances for taxes on any of the assets of Purchaser other than liens or encumbrances for taxes not yet due and payable.

(h) No written claim has been received in the last six years by Purchaser from a taxing authority in a jurisdiction where it does not file tax returns that it is or may be subject to taxation by that jurisdiction or should have been included in a combined, consolidated, affiliated, unitary or other group tax return of that jurisdiction.

(i) Purchaser has not engaged in any “reportable transactions” within the meaning of Treasury Regulations Section 1.6011-4(b).

**4.8 Absence of Certain Changes.** Since December 31, 2014, until the date hereof, except as disclosed (i) in the Purchaser Audited Financial Statements, (ii) in Centennial’s Call Report for the three months ended March 31, 2015, and (iii) in Section 4.8 of the Purchaser Disclosure Schedule, Purchaser has conducted business in the Ordinary Course in all material respects and has not changed any accounting methods, principles or practices affecting their respective assets, liabilities or businesses, including any reserving, renewal or residual method, practice or policy (other than as may be required by GAAP or applicable accounting requirements of a Governmental Authority). Since December 31, 2014, (a) Purchaser has not had, and no fact, effect, event, change, occurrence or circumstance has occurred that would reasonably be expected to have, a Material Adverse Effect, and (b) no material default (or event which, with notice or lapse of time, or both, would constitute a material default) exists on the part of Purchaser or, to the Knowledge of Purchaser, on the part of any other party, in the due performance and observance of any term, covenant or condition of any contract to which Purchaser is a party and which is, individually or in the aggregate, material to the financial condition of Purchaser.

**4.9 Legal Proceedings.** There is no suit, action, investigation, claim, proceeding or review pending, or to the Knowledge of Purchaser, threatened against or affecting Purchaser or any of the current or former directors or executive officers of Purchaser (and Purchaser is not aware of any basis for any such suit, action or proceeding) (i) that involves a Governmental Authority, or (ii) that, individually or in the aggregate, and, in either case, is (A) material to Purchaser or is reasonably likely to result in a material restriction on Purchaser’s businesses, or (B) reasonably likely to materially prevent or delay it from performing its obligations under, or consummating the transactions contemplated by, this Agreement.

There is no material injunction, order, award, judgment, settlement, decree or regulatory restriction imposed upon or entered into by Purchaser or the assets of Purchaser.

4.10 Brokers or Finders. Except for the Broker's Fees disclosed in Section 4.10 of the Purchaser Disclosure Schedule, neither Purchaser nor any of its representatives has incurred any liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with the Contemplated Transactions.

4.11 Purchaser Information. The information relating to Purchaser that is provided by Purchaser or its representatives for inclusion in the Proxy Statement-Prospectus and Form S-4, or in any application, notification or other document filed with any other Regulatory Agency or other Governmental Authority in connection with the Contemplated Transactions, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Proxy Statement-Prospectus relating to Purchaser and other portions within the reasonable control of Purchaser and its Subsidiaries will comply in all material respects with the provisions of the Exchange Act, and the rules and regulations thereunder.

4.12 Regulatory Status. Centennial is, and following the completion of the Contemplated Transactions will be, "well-capitalized," as such term is defined in the rules and regulations promulgated by the Federal Reserve Board. To the knowledge of Purchaser, there has not been any event or occurrence since December 31, 2014 that would result in a determination that Centennial is not an "eligible bank" as defined in 12 C.F.R. § 208.2(e).

4.13 Allowance for Loan Losses. Centennial's allowance for loan losses as reflected in the latest balance sheet included in the Purchaser Audited Financial Statements was, in the opinion of management, as of the date thereof, in compliance with Centennial's existing methodology for determining the adequacy of its allowance for loan losses as well as the standards established by applicable Governmental Authority, the Financial Accounting Standards Board and GAAP.

4.14 Investment Intent. HBI is acquiring the shares of FBBI Common Stock for its own account and not with the view toward distribution within the meaning of Section 2(a)(11) of the Securities Act other than in compliance with all applicable Legal Requirements, including United States federal securities laws.

4.15 Non-reliance. Purchaser acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral (from or by Company or any Person acting on its behalf) other than those expressly set out in this Agreement (or other related documents referred to herein) and that it will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in this Agreement.

4.16 Community Reinvestment Act Compliance. HBI and each of its Subsidiaries that is an insured depository institution is in compliance in all material respects with the applicable provisions of the Community Reinvestment Act of 1977 and the regulations promulgated thereunder and has received a Community Reinvestment Act rating of "satisfactory" in its most recently completed exam and HBI has no knowledge of the existence of any fact or circumstance or set of facts or circumstances which would reasonably be expected to result in HBI or any such Subsidiary having its current rating lowered.

**ARTICLE V**  
**PRE-CLOSING MATTERS AND OTHER COVENANTS**

5.1 Operations until Closing. Except as expressly otherwise provided in this Agreement or as may be otherwise required by any Governmental Authority having jurisdiction of Company, unless otherwise agreed or consented to in writing by HBI, which agreement or consent shall not be unreasonably withheld or delayed, from the Agreement Date to the Closing:

(a) *Conduct of Business.* Company shall: (i) carry on and conduct its business in all material respects in the Ordinary Course consistent with past practice; (ii) use commercially reasonable best efforts to maintain and preserve intact its business organization and advantageous business relationships with, but not limited to, customers, suppliers and employees, and retain the services of its key officers and key employees; (iii) take no action that is intended to or would reasonably be expected to adversely affect or materially delay the ability of Company or Purchaser to obtain any necessary approvals of any Governmental Authority required for the Contemplated Transactions or to perform its covenants and agreements under this Agreement or to consummate the Contemplated Transactions; (iv) maintain its books and records in the usual, regular and ordinary manner; (v) renew and maintain liability insurance policies for Company with reasonably comparable coverage and amounts and terms and conditions which are not less advantageous than Company's existing policy at an amount not to exceed more than 200% of the amount expended by Company for prior coverage; and (vi) provide to Purchaser and its employees, representatives and agents, reasonable access during normal business hours to Company's personnel and its facilities and properties, to its books and records, and to all, or true copies of all, title documents, indentures, contracts, encumbrances, instruments, leases and other documents relating to its business, and furnish them with all such information relating to its business as Purchaser from time to time reasonably requests; provided that (A) all such materials shall be made available to Purchaser and its employees, representatives and agents at the premises of Company and may not be removed therefrom without Company's consent, and (B) in exercising such access rights, Purchaser and its employees, representatives and agents shall not unduly disturb or interfere with the activities of Company or BC Bank's customers.

(b) *Company Forbearances.* Without prior approval of HBI, Company shall not: (i) enter into any new line of business or materially change its lending, investment, underwriting, risk and asset liability management, and other banking and operating policies, except as required by any applicable Legal Requirement or policies imposed by any Governmental Authority; (ii) make any capital expenditures outside the Ordinary Course of Business, other than as required pursuant to contracts already entered into; (iii) except as set forth in Section 5.1(b) of the Company Disclosure Schedule with respect to the termination of certain of Company's Benefit Arrangements, terminate, enter into, amend, modify or renew any Company Significant Agreement or Material Permit, other than in the Ordinary Course of Business or as expressly required by this Agreement; (iv) issue, sell or otherwise permit to become outstanding, or dispose of or encumber or pledge, or authorize or propose the creation of, any additional shares of Company's stock or any additional options, warrants or other rights, grants or awards with respect to Company's stock; (v) make, declare, pay or set aside for payment any dividend on or in respect of, or declare or make any distribution on any shares of its capital stock other than dividends payable on the Series F Preferred Stock; (vi) sell, transfer, mortgage, encumber or otherwise dispose of or discontinue any of its assets, deposits, businesses or properties, except for sales, transfers, mortgages, encumbrances or other dispositions or discontinuances in the Ordinary Course of Business consistent with past practice and in a transaction that individually or taken together with all other such transactions is not material to Company; (vii) 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 other Person, provided that Company may continue to purchase federal funds and borrow money from the Federal

Home Loan Bank System, the Federal Reserve Bank of Atlanta or any other Governmental Authority in a manner consistent with past practice; (viii) make any extension of credit, individually or in the aggregate with other extensions of credit to the same relationship, in excess of One Million Dollars (\$1,000,000), (ix) renew or amend any extension of credit, individually or in the aggregate with other extensions of credit to the same relationship, in excess of Two Million Dollars (\$2,000,000); (x) make, renew, or amend any extension of credit that is to a borrower who has an existing credit that BC Bank has adversely classified or would be subject to the Federal Reserve Board's Regulation O; (xi) enter into, renew or amend any interest rate swaps, caps, floors and option agreements and other interest rate risk management arrangements, whether entered into for its account or for the account of a customer of it, except in the Ordinary Course of Business and consistent with past practice; (xii) acquire (other than by way of foreclosures, acquisitions of control in a fiduciary or similar capacity, acquisitions of loans or participation interests, or in satisfaction of debts previously contracted in good faith, in each case in the Ordinary Course of Business and consistent with past practice) all or any portion of the assets, business, deposits or properties of any other Person; (xiii) merge or consolidate with or into any legal entity, dissolve, liquidate, or otherwise terminate its existence; (xiv) file any application to establish, or to relocate or terminate the operations of, any banking office; (xv) amend the Company Articles or Company Bylaws or similar organizational documents for its Subsidiaries or otherwise add, amend or modify in any respect the duties or obligations of indemnification by Company with respect to any of its respective directors, officers, employees, agents or other Persons; (xvi) implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP or applicable accounting requirements of a Governmental Authority; (xvii) make, change or revoke any tax election, file any amended tax return (unless to correct an error with the prior written consent of HBI, such consent not to be unreasonably withheld or delayed), enter into any closing agreement, settle any tax audit, claim or assessment, surrender or reduce any right to claim a refund of taxes, agree to extend any statute of limitations relating to taxes, fail to duly and timely file with appropriate taxing authorities all tax returns required to be filed by or with respect to Company or fail to remit any taxes due, whether or not shown on any tax return; (xviii) without the prior written consent of HBI, such consent not to be unreasonably withheld or delayed, settle any action, suit, claim or proceeding against Company, except for any action, suit, claim or proceeding arising out of or in connection with this Agreement or the Contemplated Transactions or for any other action, suit, claim or proceeding that is settled in a manner consistent with past practice that would not (A) impose any material restriction on the business, after the Closing, of Purchaser or its Affiliates or (B) create precedent for claims that are reasonably likely to be material to Company or, after the Closing, Purchaser or its Affiliates; (xix) other than in the Ordinary Course of Business and consistent with past practice or to satisfy contractual obligations existing as of the date hereof described in Section 5.1(b) of the Company Disclosure Schedule, grant any salary or wage increase, except to make changes that are required by any applicable Legal Requirements; (xx) other than (A) in the Ordinary Course of Business and consistent with past practice, (B) as described in Section 5.1(b) of the Company Disclosure Schedule, (C) with regard to the termination of certain FBBI Stock Options, as contemplated by Section 1.5, (D) to make changes that are required by any applicable Legal Requirements, or (E) to satisfy contractual obligations existing as of the date hereof described in Section 5.1(b) of the Company Disclosure Schedule, terminate, enter into, establish, adopt, amend, modify (including by way of interpretation), make new grants or awards under or renew any Benefit Arrangement; (xxi) (A) grant, extend, amend (except as required in the diligent prosecution of the Proprietary Rights owned (beneficially, and of record where applicable) by or developed for Company, waive, or modify any material rights in or to, sell, assign, lease, transfer, license, let lapse, abandon, cancel, or otherwise dispose of, or extend or exercise any option to sell, assign, lease, transfer, license, or otherwise dispose of, any Proprietary Rights, or (B) fail to exercise a right of renewal or extension under any material agreement under which Company is licensed or otherwise permitted by a third party to use any Proprietary Rights (other than "shrink wrap" or "click through" licenses), unless Company obtains a substantially similar license or right to use such Proprietary Rights on terms as favorable as the terms under the existing agreement; (xxii) participate in any program sponsored or administered by any

Governmental Authority, which program is not part of the usual and customary banking business of BC Bank; (xxiii) engage in (or modify in a manner adverse to Company) any transactions with any Person known to be a shareholder of FBBI or any director or officer of Company (or any Affiliate of any such Person), other than transactions in the Ordinary Course of Business consistent with past practice, deposit relationships in the Ordinary Course of Business consistent with past practice and extensions of credit which are on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with Persons unaffiliated with Company and did not involve more than the normal risk of collectability or present other unfavorable features; (xxiv) notwithstanding any other provision hereof, knowingly take, or intentionally omit to take, any action that, when taken, would be reasonably expected to result in any of the conditions set forth in Article VI not being satisfied, or any action that would be reasonably expected to result in any of the representations and warranties of Company in this Agreement becoming untrue or prevent Company from performing its obligations under this Agreement or consummating the Closing; (xxv) enter into any contract with respect to, or otherwise agree or commit to do, any of the foregoing; or (xxvi) enter into, or extend, any leases or rental agreements.

(c) *Commitment; Interpretation.* HBI hereby commits that, prior to obtaining approval from the Federal Reserve Bank of St. Louis (or the Federal Reserve Board) for FBBI to merge with HBI and for BC Bank to merge with Centennial, HBI will not enforce any applicable subsections of Section 5.1(b) of the Agreement if by doing so, with respect to such subsection, HBI would exercise control over FBBI or BC Bank as control is defined under 12 U.S.C. Section 1841(a)(2). The covenants set forth in Section 5.1(b)(viii), (ix) and (x) shall not prevent BC Bank from funding any extensions of credit to which it had committed prior to the date of this Agreement. In addition, if Purchaser does not respond to any request from Company to approve an extension of credit under Section 5.1(b)(viii), (ix) or (x) within two (2) business days of receipt of such request, Purchaser shall be deemed to have consented to such request.

5.2 Confidentiality. Each party acknowledges that any information, materials and documentation it receives or observes pursuant to or as contemplated by the Contemplated Transactions, either before or after execution of this Agreement, is confidential; provided, however, that the foregoing shall not include information which (a) is or becomes available to the public other than as a result of a disclosure by the recipient party, (b) was known to the recipient party or in its possession prior to its disclosure to the recipient party, (c) becomes available to the recipient party from a source other than the disclosing party; provided that such source is not known by the recipient party to be bound by a confidentiality agreement with the disclosing party and is not otherwise prohibited from transmitting the information to the recipient party by a contractual, legal or fiduciary obligation, or (d) is or was developed independently by the recipient party without reference to confidential information provided by the disclosing party. Each party shall take, and shall cause its employees, representatives and agents to take, all reasonable steps and precautions to protect and maintain the confidentiality of such information, materials and documentation; provided that the foregoing will not prevent Purchaser from disclosing or making available to its and its Affiliates' respective directors, officers, employees, members, partners, agents, representatives or advisors (including, without limitation, attorneys, accountants, insurers, rating agencies, consultants, bankers and financial advisors) any such information, materials and documentation on a confidential basis for the purpose of carrying out the Contemplated Transactions, or to the extent required by a Legal Requirement.

5.3 Return of Information. If the Contemplated Transactions pursuant to this Agreement are not completed, each party shall, upon the written request of the other party, return to the other party or destroy (such destruction to be confirmed in writing to the other party upon written request) all materials, documentation, data, records and other papers and copies thereof (whether on paper or in electronic, magnetic, photographic, mechanical or optical storage) relating to Purchaser or its Affiliates or to Company or its Affiliates which is confidential and which is in the possession of such party and maintain

the confidentiality of all information or knowledge obtained from the other party, and not use any such information or knowledge for any purpose whatsoever; provided that a party may maintain such information to the extent required by applicable Legal Requirements or such party's established document retention policies (including any requirement to retain e-mail on an automated e-mail archival system) or relating to the safeguarding or backup storage of electronic data or in connection with a legal dispute with the other party.

#### 5.4 Consents and Approvals.

(a) *Purchaser Required Approvals.* Purchaser agrees to use commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under any applicable Legal Requirement to consummate the Contemplated Transactions, including obtaining the Purchaser Required Approvals.

(b) *Preparation of Applications.* Subject to the terms and conditions of this Agreement, each of the parties to the Agreement agrees to use commercially reasonable best efforts to publish or cause to be published all required notices and prepare all necessary documentation and effect all necessary filings in order to obtain the Purchaser Required Approvals as promptly as practicable after the Agreement Date (but in no event later than 60 days following the Agreement Date). Purchaser and Company will cooperate with each other and will each furnish the other and the other's counsel with all information concerning themselves, their Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with any application, petition or any other statement or application made by or on behalf of Purchaser, Company or their respective Subsidiaries to any Governmental Authority in connection with the Contemplated Transactions. Purchaser and Company shall have the right to review and approve in advance all characterizations of the information relating to them and any of their respective Subsidiaries which appear in any filing made, or written materials submitted, in connection with the Contemplated Transactions with any Governmental Authority.

(c) *Submission of Applications for Purchaser Required Approvals.* Purchaser and Company shall use their commercially reasonable best efforts to:

(i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry relating to the Purchaser Required Approvals, including but not limited to Purchaser, Company and their respective Subsidiaries cooperating and using commercially reasonable best efforts to make, on a timely basis, all registrations, filings and applications with, give all notices to, and obtain any approvals, orders, qualifications and waivers from a Governmental Authority necessary for the consummation of the transactions contemplated hereby; provided, however, that neither Company nor any of its Affiliates and neither Purchaser nor any of its Affiliates shall be required to commence or be a plaintiff in any litigation in connection with any such registration, filing, application, notice, approval, order, qualification or waiver;

(ii) subject to any Legal Requirement, permit each other to review and discuss in advance, and consider in good faith the views of the other in connection with, any proposed written communication (or other correspondence or memoranda) or between any such party and any Governmental Authority relating to the other party; and

(iii) promptly inform each other of and supply to each other any written communication (or other correspondence or memoranda) sent by them to, or received by them from any Governmental Authority, in each case regarding any of the Contemplated Transactions.

(d) *Access and Investigation.* Without in any way limiting anything else contained in this Agreement, Company shall, in connection with the procurement of any and all Purchaser Required Approvals, permit Purchaser and its representatives reasonable access to the properties and personnel of Company, and shall disclose and make available to Purchaser and its representatives all books, papers and records relating to the assets, stock ownership, properties, operations, obligations and liabilities of Company, including, without limitation, all books of account (including the general ledger), tax records, minute books of meetings of boards of directors (and any committees thereof) and stockholders, organizational documents, bylaws, material contracts and agreements, filings with any regulatory authority (except for any confidential portions thereof), accountants' work papers, litigation files, loan files, plans affecting employees and any other business activities or prospects; provided, that such access shall be reasonably related to the procurement of the Purchaser Required Approvals hereunder and, in the reasonable opinion of Company, not unduly interfere with normal operations or violate any Legal Requirement. Without in any way limiting anything else contained in this Agreement, Company shall make their respective directors, officers, employees and agents and authorized representatives (including counsel and independent public accountants) available to confer with the other party and their representatives; provided, that such access shall be reasonably related to the procurement of the Purchaser Required Approvals hereunder and shall not unduly interfere with normal operations.

(e) *Third Party Consents and Approvals.* Prior to the Effective Time, Company shall obtain, in writing (in form and substance reasonably satisfactory to Purchaser), such consents, waivers, amendments or other agreements necessary to cause any Company Material Contract set forth in Section 3.12(c) of the Company Disclosure Schedule to remain in full force and effect, and binding on the parties thereto, following the completion of the Contemplated Transactions.

5.5 Public Announcements. Other than mutually agreed upon press releases and other materials to be issued upon the announcement of this Agreement or thereafter, with respect to which the parties shall cooperate in good faith to jointly prepare or communicate consistent with the joint communication policy of the parties, from and after the date hereof, neither party shall make any public announcement or public comment regarding this Agreement or the Contemplated Transactions without the prior written consent of the other party (which consent shall not be unreasonably withheld, delayed or conditioned), unless and only to the extent that (i) the furnishing or use of information is required in making any filing or obtaining any Governmental Authorization required for the consummation of the Contemplated Transactions or (ii) the furnishing or use of such information is required by Legal Requirements, legal proceedings or the rules or regulations of the SEC.

5.6 Preparation and Filing of Tax Returns; Taxes. Company shall timely prepare and file (or cause to be prepared and filed) Company tax returns, and shall prepare all Company tax returns in a manner consistent with prior practice unless otherwise required by applicable law or unless Purchaser consents to such different treatment, such consent not to be unreasonably withheld. Company shall provide (or cause to be provided) to Purchaser a copy of any Company tax return at least twenty (20) Business Days prior to the due date for filing such return, and Purchaser shall have ten (10) Business Days in which to review and comment on such return prior to the filing thereof. Company shall not unreasonably withhold its consent to reflect Purchaser's comments on such returns to the extent permitted by applicable law. Purchaser and Company agree to report all transactions not in the ordinary course of business occurring on the Closing Date after the Closing on Purchaser's federal and state income tax returns to the extent permitted by Treasury Regulations Section 1.1502-76(b)(1)(ii)(B).

**ARTICLE VI  
ADDITIONAL AGREEMENTS**

**6.1     Regulatory Matters.**

(a) Purchaser and Company shall promptly prepare and Purchaser shall file with the SEC the Form S-4, in which the Proxy Statement-Prospectus will be included as promptly as practicable after the Agreement Date (but in no event later than 60 days following the Agreement Date). Each of Purchaser and Company shall use its commercially reasonable best efforts to have the Form S-4 declared effective under the Securities Act as promptly as practicable after such filing, and FBBI shall thereafter mail or deliver the Proxy Statement-Prospectus to its shareholders. Purchaser shall also use its commercially reasonable best efforts to obtain all necessary state securities law or "blue sky" permits and approvals required to carry out the Contemplated Transactions, and Company shall furnish all information concerning Company and the holders of FBBI Common Stock as may be reasonably requested in connection with any such action.

(b) The parties shall cooperate with each other and use their respective commercially reasonable best efforts to promptly prepare and file all necessary documentation as promptly as practicable after the Agreement Date (but in no event later than 60 days following the Agreement Date), to effect all applications, notices, petitions and filings, to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Authorities that are necessary or advisable to consummate the Contemplated Transactions as soon as possible, and in any event no later than December 31, 2015, to the extent reasonably practicable, and to comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such third parties or Governmental Authorities. Company and Purchaser 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, all the non-confidential information relating to Company or Purchaser (excluding any confidential financial information relating to individuals), as the case may be, and any of their respective Subsidiaries, that appear in any filing made with, or written materials submitted to, any third party or any Governmental Authority in connection with the Contemplated Transactions. 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 and Governmental Authorities necessary or advisable to consummate the Contemplated Transactions and each party will keep the other apprised of the status of matters relating to completion of the Contemplated Transactions. Each party shall consult with the other in advance of any meeting or conference with any Governmental Authority in connection with the Contemplated Transactions and to the extent permitted by such Governmental Authority, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences.

(c) Each of Purchaser and Company 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 Proxy Statement-Prospectus, the Form S-4 or any other statement, filing, notice or application made by or on behalf of Purchaser, Company or any of their respective Subsidiaries to any Governmental Authority in connection with the Merger and the other Contemplated Transactions. Each of Purchaser and Company agrees, as to itself and its Subsidiaries, that none of the information supplied or to be supplied by it for inclusion or incorporation by reference in (i) the Form S-4 will, at the time the Form S-4 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 and (ii) the Proxy Statement-Prospectus and any amendment or supplement thereto will, at the date of

mailing to shareholders and at the time of Company's meeting of its shareholders to consider and vote upon approval of this Agreement, 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 statement was made, not misleading. Each of Purchaser and Company further agrees that if it becomes aware that any information furnished by it would cause any of the statements in the Form S-4 or the Proxy Statement-Prospectus 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 to take appropriate steps to correct the Form S-4 or the Proxy Statement-Prospectus.

(d) In furtherance and not in limitation of the foregoing, each of Purchaser and Company shall use its commercially 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 under any applicable law and resolve any questions or issues raised by any Governmental Authority so as to enable the Closing to occur as soon as possible, and in any event no later than December 31, 2015, including, without limitation, making expenditures and incurring costs, raising capital, divesting or otherwise disposing of businesses or assets of Purchaser, Company and their respective Subsidiaries, effecting the dissolution, internal merger or consolidation of Subsidiaries of Purchaser or Company effective upon the Effective Time, or enhancing internal controls (including by increasing staffing levels and external hires).

(e) Each of Purchaser and Company shall promptly advise the other upon receiving any communication from any Governmental Authority the consent or approval of which is required for consummation of the Contemplated Transactions that causes such party to believe that there is a reasonable likelihood that any Requisite Regulatory Approval will not be obtained or that the receipt of any such approval may be materially delayed.

## 6.2 Access to Information.

(a) Upon reasonable notice and subject to applicable laws, Company shall afford to the officers, employees, accountants, counsel, advisors, agents and other representatives of Purchaser, reasonable access, during normal business hours during the period prior to the Effective Time or the termination of this Agreement in accordance with its terms, to all its properties, books, contracts, commitments, personnel and records, and, during such period, Company shall make available to Purchaser (i) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal securities laws or federal or state banking or insurance laws (other than reports or documents that Company is not permitted to disclose under applicable law), (ii) all other information concerning its business, properties and personnel as Purchaser may reasonably request and (iii) access to the necessary information (including Company's own good faith estimates as available and third-party reports, if any, commissioned by Company at Purchaser's request) in order to prepare a good faith estimate of the potential impact of Sections 280G and 4999 of the Code with respect to amounts potentially payable to senior executives of Company in connection with the consummation of the Contemplated Transactions. Upon the reasonable request of Purchaser, Company shall furnish such reasonable information about it and its business as is relevant to Company and Company's shareholders in connection with the Contemplated Transactions, including such title reports and environmental reports pertaining to Company Real Property not previously made available to Purchaser. Neither Company nor Purchaser, nor any of their Subsidiaries shall be required to provide access to or to disclose information to the extent such access or disclosure would jeopardize the attorney-client privilege of such party or its Subsidiaries (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the parties) or contravene any law, rule,

regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the Agreement Date. The parties shall make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) No investigation by a party hereto or its representatives shall affect or be deemed to modify or waive any representations, warranties or covenants of the other party set forth in this Agreement.

### 6.3 Shareholder Approval.

(a) The board of directors of FBBI has resolved to recommend to FBBI's shareholders that they approve this Agreement (the "FBBI Board Recommendation") and, subject to Sections 6.7(b)-(c) and 8.1(c), will submit to FBBI's shareholders this Agreement and any other matters required to be approved by its shareholders in order to carry out the intentions of this Agreement. Subject to Section 8.1(c), FBBI shall duly take, in accordance with applicable law and the FBBI Articles and FBBI Bylaws, all action necessary to call, give notice of, convene and hold a meeting of its shareholders, as promptly as reasonably practicable after the Form S-4 is declared effective under the Securities Act by the SEC, for the purpose of obtaining the FBBI Shareholder Approval (the "FBBI Shareholder Meeting"). Subject to Sections 6.7(b)-(c) and 8.1(c), the board of directors of FBBI will include in the Proxy Statement-Prospectus the FBBI Board Recommendation and use all commercially reasonable best efforts to obtain from its shareholders the FBBI Shareholder Approval. Unless this Agreement is terminated in accordance with its terms, including pursuant to Section 8.1(c) hereof, nothing otherwise contained in this Agreement shall be deemed to relieve FBBI of its obligation to submit this Agreement to its shareholders for a vote. For purposes of this Agreement, "FBBI Shareholder Approval" shall mean the affirmative vote of not less than sixty-six percent (66%) of all the votes entitled to be cast by holders of outstanding FBBI Common Stock and, if required by Florida or other applicable law or the terms of the Series F Preferred Stock, the approval or consent of the holder(s) of the Series F Preferred Stock.

(b) If on the date of the FBBI Shareholder Meeting, FBBI has not received proxies representing a sufficient number of shares of FBBI Common Stock to obtain the FBBI Shareholder Approval, FBBI shall adjourn the FBBI Shareholder Meeting until such date as shall be mutually agreed upon by FBBI and HBI, which date shall not be fewer than five (5) days nor more than ten (10) days after the date of adjournment, and subject to the terms and conditions of this Agreement shall continue to use all commercially reasonable best efforts, together with its proxy solicitor, to assist in the solicitation of proxies from shareholders relating to the FBBI Shareholder Approval.

6.4 NASDAQ Listing. HBI shall cause the shares of HBI Common Stock to be issued in the Merger to be authorized for listing on the NASDAQ Stock Exchange.

### 6.5 Employee Matters.

(a) Purchaser shall, or shall cause the Surviving Corporation to, provide each employee who is actively employed by Company on the Closing Date while employed by Purchaser or any of its Subsidiaries following the Effective Time (each a "Continuing Employee") with employee benefits which, in the aggregate, are no less favorable than employee benefits provided by Purchaser to similarly situated legacy employees of Purchaser; provided, however, that until such time as Purchaser shall cause Continuing Employees to participate in the benefit plans of Purchaser, a Continuing Employee's continued participation in Company's Benefit Arrangements shall be deemed to satisfy the foregoing provision of this sentence (it being understood that participation in Purchaser's Benefit Arrangements may commence at different times with respect to each type of Benefit Arrangement). Accordingly, Company shall cooperate with Purchaser to ensure that from the Closing Date through the

commencement date for participation in the appropriate corresponding Benefit Arrangements of Purchaser, the Continuing Employees shall continue to be covered by Company's Benefit Arrangements.

(b) Upon Continuing Employees' enrollment in each of Purchaser's Benefit Arrangements, such Continuing Employees will, consistent with the provisions of Section 6.5(a) above, become participants in such Purchaser's Benefit Arrangement on the same terms and conditions as similarly situated employees of Purchaser. From and after the Effective Time, except as may otherwise be contemplated by this Section 6.5, Continuing Employees shall be subject to the same personnel policies as similarly situated legacy employees of Purchaser. Without limiting the generality of the foregoing, prior service credit for each of Continuing Employee's service with Company, except as expressly provided otherwise herein, shall be given by Purchaser with respect to all Purchaser's Benefit Arrangements and other practices and policies, including, but not limited to, vacations, sick leave and personal time, to the extent that such crediting of service does not result in duplication of benefits, but not for accrual of benefits under any defined benefit. If any Continuing Employee becomes eligible to participate in any Purchaser Benefit Arrangement that provides medical, hospitalization or dental benefits, Purchaser shall (A) cause any pre-existing condition limitations or eligibility waiting periods under such Purchaser Benefit Arrangement to be waived with respect to such Continuing Employee and his or her covered dependents to the extent such limitation would have been waived or satisfied under the corresponding Benefit Arrangement of Company in which such Continuing Employee participated immediately prior to the Effective Time, and (B) recognize any health expenses incurred by such Continuing Employee and his or her covered dependents in the year that includes the Closing Date (or, if later, the year in which such Continuing Employee is first eligible to participate) for purposes of any applicable deductible and annual out-of-pocket expense requirements under any such Purchaser Benefit Arrangement.

(c) Immediately prior to the Effective Time, Company (i) shall take all action necessary to terminate all "nonaccount balance plans," within the meaning of Treasury Regulations Section 1.409A-1(c)(2)(C) and all "separation pay plans," within the meaning of Treasury Regulations Section 1.409A-1(c)(2)(D) and (ii) in consideration for the termination of such arrangements shall distribute payments to the employees affected by such terminations the amounts set forth on Section 6.5(c) of the Company Disclosure Schedule.

(d) Prior to or at the Effective Time, Purchaser shall enter into agreements or arrangements with certain executives of BC Bank, which agreements or arrangements shall reflect the terms set forth on Section 6.5(d) of the Company Disclosure Schedule.

(e) Prior to the Closing Date, Company's board of directors (or the appropriate governing body) shall adopt resolutions and take such corporate action as is necessary to terminate Company's 401(k) plan (the "Company 401(k) Plan") and to ensure that the account balances of the participants in Company's 401(k) Plan are fully vested upon such plan termination, in each case effective as of the day prior to the Closing Date. Following the Effective Time and as soon as practicable following receipt of a favorable determination letter from the IRS on the termination of the Company 401(k) Plan, the assets thereof shall be distributed to the participants, and Purchaser shall take the action necessary (including the amendment of Purchaser's 401(k) Plan (the "Purchaser 401(k) Plan")) to permit the Continuing Employees to roll over any eligible rollover distributions (within the meaning of Section 401(a)(31) of the Code, including any outstanding participant loans) in cash or notes (in the case of participant loans) in an amount equal to the full account balance distributed to such Continuing Employee from the Company 401(k) Plan to the Purchaser 401(k) Plan. Each Continuing Employee shall be eligible immediately as of the Effective Time to participate in the Purchaser 401(k) Plan.

(f) Without limiting the generality of Section 9.10, the provisions of this Section 6.5 are solely for the benefit of the parties to this Agreement, and no current or former employee, independent contractor or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement. Except as expressly contemplated by the provisions of this Section 6.5, in no event shall the terms of this Agreement be deemed to (i) establish, amend, or modify any Benefit Arrangement, payroll practice or personnel policy maintained or sponsored by Purchaser, Company or any of their respective affiliates; (ii) alter or limit the ability of Purchaser or any of its Subsidiaries (including, after the Closing Date, the Surviving Corporation and its Subsidiaries) to amend, modify or terminate any such Benefit Arrangement, payroll practice or personnel policy; or (iii) confer upon any current or former employee, independent contractor or other service provider any right to employment or continued employment or continued service with Purchaser or any of its Subsidiaries (including, following the Closing Date, the Surviving Corporation and its Subsidiaries), or constitute or create an employment or other agreement with any employee, independent contractor or other service provider.

#### 6.6 Indemnification; Directors' and Officers' Insurance.

(a) From and after the Effective Time, each of HBI and the Surviving Corporation shall indemnify and hold harmless each present and former director and officer of Company (in each case, when acting in such capacity) (collectively, the "Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, including the Contemplated Transactions to the same extent as such persons are indemnified or have the right to advancement of expenses pursuant to the Articles of Incorporation and Bylaws of Company and the Florida Business Corporation Act, in effect on the Agreement Date.

(b) Subject to the following sentence, for a period of six years following the Effective Time, HBI will provide director's and officer's liability insurance that serves to reimburse the present and former officers and directors of Company (determined as of the Effective Time) with respect to claims against such directors and officers arising from facts or events occurring before the Effective Time (including the Contemplated Transactions), which insurance will contain at least the same coverage and amounts, and contain terms and conditions no less advantageous to the Indemnified Party as that coverage currently provided by Company. At Purchaser's option and in lieu of the director's and officer's liability insurance described in the foregoing sentence, Purchaser and Company will cooperate to select a tail policy for directors' and officers' liability insurance on the terms described in the prior sentence, and Company shall and fully pay for such policy prior to the Effective Time; provided that Company shall not, without the consent of Purchaser, pay aggregate premiums for such policy that exceed \$170,000, and provided, further, that if the amount of the premiums necessary to maintain or procure such policy would exceed \$170,000, Purchaser and Company will cooperate to select the most advantageous policies of directors' and officers' liability insurance obtainable for an aggregate premium not exceeding \$170,000.

(c) Any Indemnified Party wishing to claim indemnification under Section 6.6(a), upon learning of any claim, action, suit, proceeding or investigation described above, will promptly notify HBI in writing; provided that failure to so notify will not affect the obligations of HBI under Section 6.6(a) unless and to the extent that HBI is actually and materially prejudiced as a consequence.

(d) If HBI 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 or transfers all or substantially all of its assets to any other entity, then and in each case, HBI will cause proper provision to be made so that the successors and assigns of HBI will assume the obligations set forth in this Section 6.6.

6.7 No Solicitation.

(a) Company shall immediately cease, and Company shall cause each of its representatives to immediately cease, any discussions or negotiations with any parties conducted prior to the date hereof with respect to an Acquisition Proposal. After the execution and delivery of this Agreement, Company and its directors, executive officers and Subsidiaries shall not directly or indirectly, (i) solicit, initiate or encourage any inquiry with respect to, or the making of, any proposal that constitutes or could reasonably be expected to lead to an Acquisition Proposal, (ii) participate in any negotiations regarding an Acquisition Proposal with, or furnish any nonpublic information relating to an Acquisition Proposal to, any Person that has made or, to the Knowledge of Company, has indicated without solicitation that it is considering making an Acquisition Proposal, or (iii) engage in discussions regarding an Acquisition Proposal with any Person that has made, or, to the Knowledge of Company, without solicitation is considering making, an Acquisition Proposal, except to notify such Person of the existence of the provisions of this Section 6.7. Notwithstanding the foregoing, if at any time after the date hereof but before approval of this Agreement by the FBBI shareholders, (1) Company receives an unsolicited written Acquisition Proposal that FBBI's board of directors believes in good faith to be bona fide, (2) such Acquisition Proposal was not the result of a violation of this Section 6.7, (3) FBBI's board of directors determines in good faith (after receiving advice from outside counsel and its financial advisor) that such Acquisition Proposal constitutes a Superior Proposal and (4) FBBI board of directors determines in good faith (after receiving advice from outside counsel) that the failure to take the actions referred to in clause (x) or (y) below would be reasonably likely to violate its fiduciary duties under applicable law, then Company may (and may authorize its representatives to) (x) furnish nonpublic information regarding Company to the Person making such Acquisition Proposal (and its representatives) pursuant to a customary confidentiality agreement containing terms substantially similar to, and no less favorable to Company than, those contained in the LOI with Purchaser, and (y) participate in discussions and negotiations with the Person making such Acquisition Proposal.

(b) The board of directors of FBBI shall not (i) withhold, withdraw, amend, modify, change or qualify (or publicly propose to withhold, withdraw, amend, modify, change or qualify), in a manner adverse in any respect to the interests of Purchaser, its recommendation referred to in Section 6.3, or (ii) approve or recommend (or publicly propose to approve or recommend or announce its intention to approve, recommend or propose) any Acquisition Proposal (either (i) or (ii), an "Adverse Recommendation Change"). Company shall not, and the board of directors of FBBI shall not allow Company to enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement relating to any Acquisition Proposal. Notwithstanding the foregoing, at any time before obtaining approval of the Merger by the FBBI shareholders, FBBI's board of directors may, if FBBI's board of directors determines in good faith (after receiving advice from outside counsel) that the failure to do so would be reasonably likely to violate its fiduciary duties under applicable law, taking into account all adjustments to the terms of this Agreement that have been offered by Purchaser under this Section 6.7(b), make an Adverse Recommendation Change or enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement with respect to a Superior Proposal; provided that Company may not make any Adverse Recommendation Change in response to an Acquisition Proposal unless (x) Company shall not have breached this Section 6.7 in any respect and (y):

(i) FBBI's board of directors determines in good faith (after receiving advice from outside counsel and its financial advisor) that such Acquisition Proposal is a Superior Proposal and such Superior Proposal has been made and has not been withdrawn and continues to be a Superior Proposal after taking into account all adjustments to the terms of this Agreement that have been offered by Purchaser under this Section 6.7(b);

(ii) Company has given Purchaser at least four (4) Business Days' prior written notice of its intention to take such action, which notice shall specify the material terms and conditions of any such Superior Proposal (including the identity of the party making such Superior Proposal) and has contemporaneously provided an unredacted copy of the relevant proposed transaction agreements with the Person making such Superior Proposal; and

(iii) Before effecting such Adverse Recommendation Change or entering into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement with respect to a Superior Proposal, Company has negotiated, and has caused its representatives to negotiate, in good faith with Purchaser during such notice period to the extent Purchaser wishes to negotiate, to enable Purchaser to revise the terms of this Agreement to give Purchaser the opportunity to match or exceed the terms of the Acquisition Proposal such that such Acquisition Proposal would no longer constitute a Superior Proposal.

In the event of any material change to the terms of such Superior Proposal, Company shall, in each case, be required to deliver to Purchaser a new written notice, the notice period shall have recommenced and Company shall be required to comply with its obligations under this Section 6.7 with respect to such new written notice.

(c) In addition to the obligations of Company under Section 6.7(a) and Section 6.7(b), Company shall notify Purchaser promptly (but in no event later than 24 hours) after receipt of any Acquisition Proposal, or any material modification of or material amendment to any Acquisition Proposal, or any request for nonpublic information relating to Company or for access to the properties, books or records of Company by any Person that informs FBBI's board of directors that it is considering making, or has made, an Acquisition Proposal. Such notice to Purchaser shall be made orally (which may be given by voicemail message to the Chief Executive Officer or the Chief Financial Officer of Purchaser) and in writing (which may be given by email to the Chief Executive Officer or the Chief Financial Officer of Purchaser), and shall indicate the identity of the Person making the Acquisition Proposal or intending to make or considering making an Acquisition Proposal or requesting nonpublic information or access to the books and records of Company, and the material terms of any such Acquisition Proposal or modification or amendment to an Acquisition Proposal. Company shall keep Purchaser fully informed, on a current basis, of any material changes in the status and any material changes or modifications in the terms of any such Acquisition Proposal, indication or request. Company shall also promptly, and in any event within 24 hours, notify Purchaser, orally and in writing, if it enters into discussions or negotiations concerning any Acquisition Proposal in accordance with Section 6.7(a).

(d) Nothing contained in this Agreement shall prohibit Company from informing any Person of the existence of the provisions contained in this Section 6.7.

For purposes of this Agreement, an "Acquisition Proposal" means any proposal or offer other than this Agreement or any amendment hereto after the date hereof with respect to any Acquisition Transaction or any public announcement by any Person (which shall include any regulatory application or notice) of a proposal, plan or intention with respect to any Acquisition Transaction.

For purposes of this Agreement, an "Acquisition Transaction" means any of the following (other than the transactions contemplated hereby) involving Company: (a) any merger, consolidation, share exchange, business combination or other similar transaction; (b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of assets that constitute a substantial portion of the assets of Company in a single transaction or series of transactions; or (c) any tender offer or exchange offer for 20% or more

of the outstanding shares of its capital stock or the filing of a registration statement under the Securities Act, in connection therewith.

For purposes of this Agreement, a "Superior Proposal" means any unsolicited bona fide Acquisition Proposal (with the percentage set forth in or incorporated into the definition of such term changed from 20% to 50%) that FBBI's board of directors determines in good faith (after receiving advice from outside counsel and its financial advisor), taking into account all legal, financial, regulatory and other aspects of the proposal and the Person (or group of Persons) making the proposal (including the Company Termination Fee and conditions to consummation), (A) if consummated, would be more favorable to the shareholders of FBBI from a financial point of view than the Contemplated Transactions (including taking into account any adjustment to the terms and conditions proposed by Purchaser in response to such proposal under Section 6.7 or otherwise) and (B) if accepted, is reasonably likely to be completed on the terms proposed on a timely basis.

6.8 Takeover Laws. No party will take any action that would cause the Contemplated Transactions to be subject to requirements imposed by any Takeover Law and each of them will take all necessary steps within its control to exempt (or ensure the continued exemption of) those transactions from, or if necessary challenge the validity or applicability of, any applicable Takeover Law, as now or hereafter in effect. For purposes of this Agreement, "Takeover Laws" means any "moratorium," "control share," "fair price," "interested stockholder" or other anti-takeover laws and regulations of any jurisdiction.

6.9 Financial Statements and Other Current Information. As soon as reasonably practicable after they become available, but in no event more than 15 days after the end of each calendar month ending after the date hereof, Company will furnish to Purchaser, and Purchaser will furnish to Company, (a) consolidated financial statements (including balance sheets, statements of operations and stockholders' equity) of it or any of its Subsidiaries (to the extent available) as of and for such month then ended, (b) internal management reports showing actual financial performance against plan, and (c) to the extent permitted by applicable law, any reports provided to its board of directors or any committee thereof relating to the financial performance and risk management of it or any of its Subsidiaries.

6.10 Notification of Certain Matters. Company and Purchaser will give prompt notice to the other of any fact, event or circumstance known to it that (a) is reasonably likely, individually or taken together with all other facts, events and circumstances known to it, to result in any Material Adverse Effect with respect to it or (b) would cause or constitute a material breach of any of its representations, warranties, covenants or agreements contained herein that reasonably could be expected to give rise, individually or in the aggregate, to the failure of a condition in Article VII.

6.11 Company Preferred Securities; Stock Purchase Agreements. Prior to or as of the Effective Time, Company will (i) redeem or cause to be redeemed all outstanding shares of Series F Preferred Stock for the liquidation preference applicable thereto, and (ii) cause to be terminated (without cost to or the imposition of any condition on Company) each stock purchase agreement described in Section 3.2(b)(iii) of the Company Disclosure Schedule.

6.12 Resignations of Company Directors. Company shall cause each person serving as a member of the board of directors of FBBI or BC Bank (or, as requested by Purchaser, any Subsidiary of FBBI or BC Bank) to submit a written resignation and release, in form and substance reasonably satisfactory to Purchaser, to take effect at the Effective Time.

## ARTICLE VII CONDITIONS PRECEDENT

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

(a) *Shareholder Approval.* The FBBI Shareholder Approval shall have been obtained.

(b) *Form S-4.* The Form S-4 shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Form S-4 shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC.

(c) *No Injunctions or Restraints; Illegality.* No order, injunction or decree issued by any court or agency of competent jurisdiction or other law preventing or making illegal the consummation of the Merger or any of the other Contemplated Transactions shall be in effect.

(d) *Regulatory Approvals.* (i) The necessary regulatory approvals from the Federal Reserve Bank of St. Louis (or the Federal Reserve Board) and the Arkansas State Bank Department, and (ii) any other regulatory approvals set forth in Sections 3.3 and 4.3, the failure of which to be obtained would reasonably be expected to have a Material Adverse Effect on Purchaser or Company, in each case required to consummate the Contemplated Transactions, including 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").

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

(a) *Representations and Warranties.* The representations and warranties of Company set forth in this Agreement shall be true and correct as of the Agreement Date and as of the Effective Time as though made on and as of the Effective Time (except that representations and warranties that by their terms speak specifically as of the Agreement Date or another date shall be true and correct as of such date) except where the failure of such representations and warranties of Company to be so true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on Company.

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

(c) *Tax Opinion.* Purchaser shall have received an opinion of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., dated the Closing Date and based on facts, representations and assumptions described in such opinion, to the effect that the Mergers, taken together, will qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering such opinion, Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., will be entitled to receive and rely upon any customary certificates and representations of officers of Purchaser and Company.

(d) *Legal Opinion.* Purchaser shall have received an opinion from Company's counsel as to Company's existence, due authorization and non-contravention consistent with the representations contained in Sections 3.1(a), (b) and (c) of this Agreement and containing opinions that the FBBI Shareholder Approval has been obtained and that no Takeover Laws are applicable to this Agreement and the Contemplated Transactions.

(e) *FBBI Stock Options.* Company shall (i) cause cash payments to be made in respect of any FBBI Stock Options entitled to cash payments in accordance with Section 1.5, and (ii) cause to be terminated any FBBI Stock Options that are not entitled to receive cash payments in accordance with Section 1.5.

(f) *Company Preferred Securities.* Company shall have completed the redemption of the Series F Preferred Stock.

(g) *Loss Share Termination or Consent.* Company shall have terminated its Single Family Shared Loss Agreement and its Commercial Shared Loss Agreement, each with the FDIC, on terms acceptable to Purchaser, or the FDIC shall have consented to the transfer of the benefits of such agreements to Purchaser at the Effective Time.

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

(a) *Representations and Warranties.* The representations and warranties of Purchaser set forth in this Agreement shall be true and correct as of the Agreement Date and as of the Effective Time as though made on and as of the Effective Time (except that representations and warranties that by their terms speak specifically as of the Agreement Date or another date shall be true and correct as of such date) except where the failure of such representations and warranties of Purchaser to be so true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on Purchaser.

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

(c) *Tax Opinion.* The directors of FBBI shall have received an opinion of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. (or from counsel to FBBI), dated the Closing Date and based on facts, representations and assumptions described in such opinion, to the effect that the Merger, will qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering such opinion, Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., will be entitled to receive and rely upon any customary certificates and representations of officers of Purchaser and Company.

(d) *Legal Opinion.* Company shall have received an opinion from Purchaser's counsel as to Purchaser's existence, due authorization and non-contravention consistent with the representations contained in Sections 4.1(a), (b) and (c) and containing an opinion that the HBI Common Stock to be issued as Merger Consideration, when issued and delivered upon the terms and conditions set forth in the Agreement, will be legally issued, fully paid, and nonassessable.

## ARTICLE VIII TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the shareholders of FBBI or HBI:

(a) *Mutual Consent*—by mutual consent of Company and Purchaser in a written instrument authorized by the boards of directors of FBBI and HBI;

(b) *Either Party*—by either Company or Purchaser:

(i) *No Regulatory Approval*—if any Governmental Authority that must grant a Requisite Regulatory Approval has denied approval of the Merger and such denial has become final and nonappealable or any Governmental Authority of competent jurisdiction shall have issued a final and nonappealable order, injunction or decree permanently enjoining or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions;

(ii) *Delay*—if the Merger shall not have been consummated on or before December 31, 2015; provided that if as of such date, the conditions to the Closing set forth in Section 7.1(d) shall not have been satisfied, then December 31, 2015, shall be extended to and including February 28, 2016, if either Company or Purchaser notifies the other party in writing on or prior to December 31, 2015, of its election to extend December 31, 2015, to February 28, 2016; and provided, further, that the right to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall not be available to any party whose failure to perform or observe the covenants and agreements of such party set forth in this Agreement resulted in the failure of the Merger to be consummated by December 31, 2015;

(iii) *Breach*—if there shall have been a breach of any of the covenants or agreements or any of the representations or warranties set forth in this Agreement on the part of Company, in the case of a termination by Purchaser, or on the part of Purchaser, in the case of a termination by Company, which breach, either individually or in the aggregate with other breaches by such party, would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Section 7.2 or 7.3, as the case may be, and which is not cured within 30 days following written notice to the party committing such breach or by its nature or timing cannot be cured within such time period; provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein; or

(iv) *No FBBI Shareholder Approval*—if the FBBI Shareholder Approval shall not have been obtained at the FBBI Shareholder Meeting duly convened therefor or at any adjournment or postponement thereof at which a vote on the adoption of this Agreement was taken; provided, however, that no party may terminate this Agreement pursuant to this Section 8.1(b)(iv) if such party has breached in any material respect any of its obligations under this Agreement, in each case in a manner that caused the failure to obtain the FBBI Shareholder Approval at the FBBI Shareholder Meeting, or at any adjournment or postponement thereof;

(c) *Superior Proposal*—by Company, prior to such time as the FBBI Shareholder Approval is obtained, in order to enter into an agreement providing for a Superior Proposal; provided that the Company Termination Fee is paid to Purchaser in advance of or concurrently with such termination in accordance with Section 8.3(b);

(d) *Dissenting Shares*—by Purchaser, if holders of 10% or more of the outstanding shares of FBBI Common Stock are Proposed Dissenting Shares;

(e) *Failure to Recommend or Proceed to Closing*—by Purchaser, if (i) Company shall have materially breached its obligations under Section 6.7; (ii) the board of directors of FBBI shall have failed to make a recommendation in favor of the Merger as required by Section 6.3; (iii) the board of directors of FBBI shall have recommended, proposed, or publicly announced its intention to recommend or propose to engage in a transaction resulting in a Superior Proposal; or (iv) Company shall have materially breached its obligations under Section 6.3 by failing to call, give notice of, convene and hold the FBBI shareholder meeting in accordance with Section 6.3; or

(f) *HBI Common Stock Price*—by Company or Purchaser, if the volume-weighted average closing price, rounded to the nearest hundredth of a cent, of HBI Common Stock on the NASDAQ Stock Exchange reporting system (based on “regular way” trading) for the twenty (20) trading days through the day immediately preceding the Closing Date is less than or equal to \$24.58.

8.2 Effect of Termination. In the event of termination of this Agreement by either Company or Purchaser as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Company, Purchaser, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever under this Agreement, or in connection with the Contemplated Transactions, except that (i) Sections 5.2, 8.2, 8.3, and 9.3 through 9.11 shall survive any termination of this Agreement, and (ii) neither Company nor Purchaser shall be relieved or released from any liabilities or damages arising out of its knowing breach of any provision of this Agreement (which, in the case of Company, shall include the loss to Company’s shareholders of the economic benefits of the Merger).

### 8.3 Fees and Expenses.

(a) *General Fees.* Except for the registration fee for the Form S-4 filing and other fees paid to the SEC in connection with the Merger, which shall be paid by Purchaser, all fees and expenses incurred in connection with the Merger, this Agreement, and the Contemplated Transactions (including costs and expenses of printing and mailing the Proxy Statement-Prospectus) shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated.

(b) *Company Termination Fee.* In the event that this Agreement is terminated by Company pursuant to Section 8.1(c) or terminated by Purchaser pursuant to Section 8.1(e), then Company shall pay Purchaser a fee, in immediately available funds, in the amount of Four Million Dollars (\$4,000,000) (the “Company Termination Fee”) in advance of or concurrently with such termination in the case of Company’s termination, or within two (2) business days after receipt of Purchaser’s notification of termination. Notwithstanding anything to the contrary in this Agreement, the payment of the Company Termination Fee pursuant to this Section 8.3 shall fully discharge Company from, and be the sole and exclusive remedy of Purchaser with respect to, any and all losses that may be suffered by Purchaser based upon, resulting from or arising out of the circumstances giving rise to such termination of this Agreement pursuant to Section 8.1(c) or Section 8.1(e)(iii). In no event shall Company be required to pay the Company Termination Fee on more than one occasion.

8.4 Amendment. 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 approval of the matters presented in connection with the Merger by the shareholders of FBBI or HBI; provided, however, that after any approval of the Contemplated Transactions by such shareholders, there may not be, without further approval of such shareholders, any amendment of this Agreement that requires further approval

under applicable law. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

8.5 Extension; Waiver. At any time prior to the Effective Time, the parties, by action taken or authorized by their respective boards of directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or (c) waive compliance with any of the agreements or conditions contained in this Agreement. 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 IX GENERAL PROVISIONS**

9.1 Closing. On the terms and subject to conditions set forth in this Agreement, the closing of the Merger (the "Closing") shall take place at such time and place as agreed upon by the parties (the "Closing Date").

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 6.6 and for those other covenants and agreements contained in this Agreement that by their terms apply or are to be performed in whole or in part after the Effective Time.

9.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via email, mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) 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 Purchaser or Sub, to:

Home BancShares, Inc.  
719 Harkrider, Suite 100  
Conway, Arkansas 72032  
Attention: C. Randall Sims  
Telephone: (501) 328-4657  
Email: rsims@my100bank.com

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

Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.  
425 W. Capitol Avenue, Suite 1800  
Little Rock, Arkansas 72201  
Attention: C. Douglas Buford, Jr.  
Telephone: (501) 688-8866  
Email: dbuford@mwlaw.com

(b) if to Company, to:

Florida Business Bancgroup, Inc.  
4301 West Boy Scout Boulevard  
Tampa, Florida 33607  
Attention: Gregory W. Bryant  
Telephone: (813) 281-3480  
Email: gbryant@bay-cities-bank.com

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

Bryan Cave LLP  
1201 West Peachtree Street, NW  
14<sup>th</sup> Floor  
Atlanta, Georgia 30309  
Attention: Jim McAlpin and Jonathan Hightower  
Telephone: (404) 572-6600  
Email: jmcaldpin@bryancave.com; jonathan.hightower@bryancave.com

9.4 Interpretation. 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." References to "the date hereof" shall mean the Agreement Date. As used in this Agreement, the phrase "to the Knowledge of Company" or words of similar import means what is known or should have been known based on reasonable inquiry by any of Company's officers listed on Section 9.4 of the Company Disclosure Schedule, and the phrase "to the Knowledge of Purchaser" or words of similar import means what is known or should have been known based on reasonable inquiry by any of Purchaser's officers listed on Section 9.4 of the Purchaser Disclosure Schedule. All schedules and exhibits hereto shall be deemed part of this Agreement and included in any reference to this Agreement. If any term, provision, covenant or restriction contained in this Agreement is held by a court or a federal or state regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants and restrictions contained in this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. If for any reason such court or regulatory agency determines that any provision, covenant or restriction is invalid, void or unenforceable, it is the express intention of the parties that such provision, covenant or restriction be enforced to the maximum extent permitted.

9.5 Counterparts. This Agreement 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. Signatures delivered by facsimile or by electronic data file shall have the same effect as originals.

9.6 Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement), together with the Voting Agreements, 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 Agreement.

9.7 Governing Law; Jurisdiction; Prevailing Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to its principles of conflicts of laws. 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 the State of Arkansas. 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. If any legal action or other proceeding relating to this Agreement or the transactions contemplated hereby or the enforcement of any provision of the Agreement is brought by any party against the other party, the prevailing party in such action or proceeding shall be entitled to recover all reasonable expenses relating thereto (including reasonable attorneys' fees and expenses, court costs and expenses incident to arbitration, appellate and post-judgment proceedings) from the other party, in addition to any other relief to which such prevailing party may be entitled.

9.8 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 Contemplated Transactions. Each party certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (b) each party understands and has considered the implications of this waiver, (c) each party makes this waiver voluntarily, and (d) each party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 9.8.

9.9 Publicity. Neither Company nor Purchaser shall, and neither Company nor Purchaser shall permit any of its Subsidiaries to, issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public statement, or, except as otherwise specifically provided in this Agreement, any disclosure of nonpublic information to a third party, concerning, the Contemplated Transactions without the prior consent (which shall not be unreasonably withheld or delayed) of Purchaser, in the case of a proposed announcement, statement or disclosure by Company, or Company, in the case of a proposed announcement, statement or disclosure by Purchaser; provided, however, that either party may, without the prior consent of the other party (but after prior consultation with the other party to the extent practicable under the circumstances) issue or cause the publication of any press release or other public announcement to the extent required by law or by the rules and regulations of the SEC or NASDAQ.

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 (which shall not be unreasonably withheld or delayed). Any purported assignment in contravention hereof shall be null and void. 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 permitted assigns. Except for (i) Section 6.6, which is intended to benefit each Indemnified Party and his or her heirs and representatives, and (ii) if the Effective Time occurs, the right of the holders of FBBI Common Stock to receive the Merger Consideration payable pursuant to this Agreement, (1) Purchaser and Company hereby

agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto, in accordance with and subject to the terms of this Agreement, and (2) 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 hereto any rights or remedies under this Agreement, including the right to rely upon the representations and warranties set forth herein.

9.11 Specific Performance; Time of the Essence. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to seek specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity. Time is of the essence for performance of the agreements, covenants and obligations of the parties herein.

9.12 Disclosure Schedule. Before entry into this Agreement, Company delivered to Purchaser a schedule (a "Company Disclosure Schedule") and Purchaser delivered to Company a schedule ("Purchaser Disclosure Schedule"), each of which sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article III or Article IV, respectively, or to one or more covenants contained herein; provided, however, that notwithstanding anything in this Agreement to the contrary, (i) no such item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect and (ii) the mere inclusion of an item as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

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

**HOME BANCSHARES, INC.**  
an Arkansas corporation

By: \_\_\_\_\_

C. Randall Sims  
Chief Executive Officer

**CENTENNIAL BANK**  
an Arkansas state bank

By: \_\_\_\_\_

Tracy French  
Chief Executive Officer

**FLORIDA BUSINESS BANCGROUP, INC.**  
a Florida corporation

By: \_\_\_\_\_

Christopher C. Lykes  
Chairman and Chief Executive Officer

**BAY CITIES BANK**  
a Florida state bank

By: \_\_\_\_\_

Gregory W. Bryant  
President and Chief Executive Officer

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

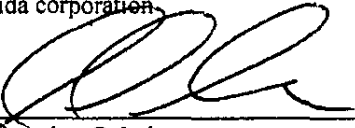
**HOME BANCSHARES, INC.**  
an Arkansas corporation

By: \_\_\_\_\_  
C. Randall Sims  
Chief Executive Officer

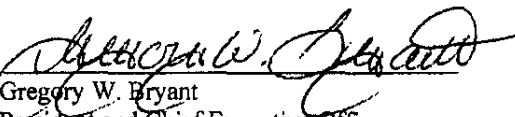
**CENTENNIAL BANK**  
an Arkansas state bank

By: \_\_\_\_\_  
Tracy French  
Chief Executive Officer

**FLORIDA BUSINESS BANCGROUP, INC.**  
a Florida corporation

By:  \_\_\_\_\_  
Christopher C. Lykes  
Chairman and Chief Executive Officer

**BAY CITIES BANK**  
a Florida state bank

By:  \_\_\_\_\_  
Gregory W. Bryant  
President and Chief Executive Officer

## **EXHIBIT A**

### **FORM OF VOTING AGREEMENT**

**THIS VOTING AGREEMENT** (this "Agreement") is dated as of June \_\_, 2015, by and between the undersigned holder ("Shareholder") of Common Stock, \$0.01 par value per share, of Florida Business Bancgroup, Inc., a Florida corporation ("Company"), and Home BancShares, Inc., an Arkansas corporation ("HBI") and Centennial Bank, an Arkansas state bank ("Centennial") (HBI and Centennial are collectively referred to herein as "Purchaser"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Merger Agreement (defined below).

**WHEREAS**, concurrently with the execution of this Agreement, HBI, Centennial, Company, and Company's bank subsidiary, Bay Cities Bank, are entering into an Agreement and Plan of Merger (as such agreement may be subsequently amended or modified, the "Merger Agreement"), pursuant to which Company will merge with and into HBI, with HBI as the surviving entity (the "Merger"), and in connection with the Merger, each outstanding share of FBBi Common Stock will be converted into the right to receive the Merger Consideration;

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

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

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

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

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

b) vote (or cause to be voted), in person or by proxy, all the Shares that are beneficially owned by Shareholder or as to which Shareholder has, directly or indirectly, the sole right to vote or direct the voting, (i) in favor of adoption and approval of the Merger Agreement and the transactions contemplated thereby (including any amendments or modifications of the terms thereof approved by the board of directors of Company and adopted in accordance with the terms thereof unless the effect of the amendment is to reduce the Purchase Price); (ii) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of Company contained in the Merger Agreement or of Shareholder contained in this Agreement; and (iii) against any Acquisition Proposal or any other action, agreement or transaction that is intended, or could reasonably be expected, to impede, interfere or be inconsistent with, delay, postpone, discourage or materially and

adversely affect consummation of the transactions contemplated by the Merger Agreement or this Agreement.

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

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

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

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

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

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

d) Shareholder has the authority to exercise voting power over the Shares. The Shares do not include shares over which Shareholder exercises control in a fiduciary capacity for any other person or entity that is not an Affiliate of Shareholder, and no representation by Shareholder is made with respect thereto. Shareholder has the right to vote the Shares, and none of the Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares, except as contemplated by this Agreement.

Section 4. No Solicitation. From and after the date hereof until the termination of this Agreement pursuant to Section 7 hereof, Shareholder, in his, her or its capacity as a shareholder of Company, shall not, nor shall such Shareholder authorize any partner, officer, director, advisor or

representative of, such Shareholder or any of his, her or its Affiliates to (and, to the extent applicable to Shareholder, such Shareholder shall use commercially reasonable efforts to prohibit any of his, her or its representatives or Affiliates to), (a) initiate, solicit, induce or knowingly encourage, or knowingly take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (b) participate in any discussions or negotiations regarding any Acquisition Proposal, or furnish, or otherwise afford access, to any person (other than Purchaser) any information or data with respect to Company or otherwise relating to an Acquisition Proposal, (c) enter into any agreement, agreement in principle, letter of intent, memorandum of understanding or similar arrangement with respect to an Acquisition Proposal, (d) solicit proxies with respect to an Acquisition Proposal (other than the Merger Agreement) or otherwise encourage or assist any party in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement, or (e) initiate a shareholders' vote or action by consent of Company's shareholders with respect to an Acquisition Proposal.

Section 5. [Reserved.]

Section 6. Specific Performance; Remedies; Attorneys' Fees. Shareholder acknowledges that it is a condition to the willingness of Purchaser to enter into the Merger Agreement that Shareholder execute and deliver this Agreement and that it will be impossible to measure in money the damage to Purchaser if Shareholder fails to comply with the obligations imposed by this Agreement and that, in the event of any such failure, Purchaser will not have an adequate remedy at law or in equity. Accordingly, Shareholder agrees that injunctive relief or other equitable remedy is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that Purchaser has an adequate remedy at law. Shareholder further agrees that Shareholder will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with Purchaser's seeking or obtaining such equitable relief. In addition, after discussing the matter with Shareholder, Purchaser shall have the right to inform any third party that Purchaser reasonably believes to be, or to be contemplating, participating with Shareholder or receiving from Shareholder assistance in violation of this Agreement, of the terms of this Agreement and of the rights of Purchaser hereunder, and that participation by any such persons with Shareholder in activities in violation of Shareholder's agreement with Purchaser set forth in this Agreement may give rise to claims by Purchaser against such third party. If any legal action or other proceeding relating to this Agreement or the transactions contemplated hereby or the enforcement of any provision of this Agreement is brought by any party against the other party, the prevailing party in such action or proceeding shall be entitled to recover all reasonable expenses relating thereto (including reasonable attorneys' fees and expenses, court costs and expenses incident to arbitration, appellate and post-judgment proceedings) from the other party, in addition to any other relief to which such prevailing party may be entitled.

Section 7. Term of Agreement; Termination. The term of this Agreement shall commence on the date hereof. This Agreement may be terminated at any time prior to consummation of the transactions contemplated by the Merger Agreement by the written agreement of the parties hereto, and shall be automatically terminated upon termination of the Merger Agreement. Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

Section 8. Entire Agreement; Amendments. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provisions

hereof by either party shall be deemed a waiver of any other provision hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

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

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

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

Section 12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.

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

Section 14. Disclosure. Shareholder hereby authorizes Company and Purchaser to publish and disclose in any announcement or disclosure required by the SEC and in the Proxy Statement-

Prospectus such Shareholder's identity and ownership of the Shares and the nature of Shareholder's obligations under this Agreement.

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

Section 16. Superior Proposal. Notwithstanding any of the provisions of this Agreement, the obligations of the Shareholder under this Agreement shall not be applicable in connection with an Acquisition Transaction that is a Superior Proposal, provided that Company has complied with the terms and conditions of Section 6.7 of the Merger Agreement.

*[Signature Page Follows.]*

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

**SHAREHOLDER:**

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

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

---

**HOME BANCSHARES, INC.**  
an Arkansas corporation

By: \_\_\_\_\_  
C. Randall Sims  
Chief Executive Officer

**CENTENNIAL BANK**  
an Arkansas state bank

By: \_\_\_\_\_  
C. Randall Sims  
Chief Executive Officer

**EXHIBIT B**  
**FORM OF ESCROW AGREEMENT**

**ESCROW AGREEMENT**

This Escrow Agreement, dated effective \_\_\_\_\_, 2015 (the "Effective Date"), is by and among: (i) Home BancShares, Inc., an Arkansas corporation ("HBI"); (ii) \_\_\_\_\_ (the "Representative"), as representative of the shareholders of Florida Business BancGroup, Inc., a Florida corporation (the "Company"); and (iii) SunTrust Bank, a Georgia banking corporation, as escrow agent (the "Escrow Agent").

HBI, the Company and Bay Cities Bank, a Florida banking corporation (the "Bank"), have entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of June 17, 2015, pursuant to which the Company will merge with and into HBI pursuant to the terms and conditions of the Merger Agreement.

Section 1.8 of the Merger Agreement provides that HBI shall deposit the Escrow Amount (as defined below) in a segregated escrow account to be established and held by the Escrow Agent for the purpose of reimbursing HBI for certain Losses (as defined below) relating to the Litigation (as defined below).

The Representative has substantial familiarity with the Litigation and has agreed to continue to be involved with the Litigation in connection with certain material decisions made with respect to the Litigation, including, but not limited to, any settlements of the Litigation.

The Escrow Agent has agreed to accept, hold, and disburse the Escrow Amount deposited with the Escrow Agent and any earnings thereon in accordance with the terms of this Escrow Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

(a) "Company Shareholders" means the holders of the common stock, \$0.01 par value, of the Company immediately prior to the Effective Time and in accordance with their respective percentage ownership interests of such common stock at such time.

(b) "Escrow Amount" shall mean the funds deposited with the Escrow Agent pursuant to Section 3, together with any interest and other income thereon.

(c) "Escrow Period" shall mean the period commencing on the Effective Date and, unless earlier terminated pursuant to this Escrow Agreement, ending on the second anniversary of the Effective Date.

(d) "Exchange Agent" shall mean \_\_\_\_\_.

(e) "Exchange Agent Agreement" shall mean that certain Exchange Agent Agreement, dated \_\_\_\_\_, 2015, by and between HBI and the Exchange Agent.

(f) "Joint Written Direction" shall mean a written direction executed by HBI and the Representative that directs the Escrow Agent to disburse all or a portion of the Escrow Amount or to take or refrain from taking an action pursuant to this Escrow Agreement.

(g) "Litigation" shall mean the cases styled *Dillon v. BMO Harris Bank et al.*, filed in the United States District Court, Middle District of North Carolina, and *Moss v. BMO Harris Bank et al.*, filed in United States District Court, Eastern District of New York, to which the Bank is currently a named defendant.

(h) "Loss" or "Losses" shall mean the amount which either HBI or its affiliates (including Bank) becomes legally obligated to pay on account of the Litigation, including compensatory damages, punitive or exemplary damages, or the multiple portion of any multiplied damage award, judgments, settlements, and defense costs, which consist of reasonable costs, charges, fees (including attorneys' fees, experts' fees, and mediators' or arbitrators' fees) and expenses (other than overtime wages, salaries or fees of the directors, officers or employees of HBI) incurred in defending or investigating the Litigation, and the premium for appeal, attachment or similar bonds that may arise from the Litigation and for which no coverage is provided by a valid and collectable insurance policy originally issued to the Company or otherwise maintained by HBI.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

2. Appointment of and Acceptance by the Escrow Agent. HBI and the Representative hereby appoint the Escrow Agent to serve as escrow agent under this Escrow Agreement. The Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Amount in accordance with Section 3, agrees to hold, invest and disburse the Escrow Amount upon receipt thereof in accordance with this Escrow Agreement.

3. Deposit of Escrow Amount. At or prior to the Effective Time, HBI will transfer to the Escrow Agent, by wire transfer of immediately available funds, to an account designated by the Escrow Agent the Escrow Amount in the amount of Two Million and 00/100 Dollars (\$2,000,000.00).

4. Disbursements of Escrow Amount. Subject to the prior right of the Representative to receive payments from the Escrow Amount, as set forth in Section 5 below, disbursements of the Escrow Amount shall be made as follows:

(a) The Escrow Agent shall disburse the Escrow Amount, or portions thereof, at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction stating that either (i) a final non-appealable judgment has been entered by the applicable court, or (ii) a settlement agreement or agreements has been entered into by the applicable parties that results or result, in the aggregate, in a dismissal with prejudice of both cases involved in the Litigation (either circumstance, if it occurs, shall be deemed the "Litigation Final Resolution"). In addition, the Escrow Agent shall disburse the Escrow Amount, or portions thereof, at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction stating that HBI has incurred a Loss or at the end of the Escrow Period. Such amounts shall be distributed as follows:

(i) If the Escrow Agent receives a Joint Written Direction stating that HBI has incurred a Loss, the Escrow Agent shall promptly pay to HBI from the Escrow Amount a sum equal to the amount of such Loss set forth in the Joint Written Direction (to the extent that the Escrow Amount is sufficient to fund such Loss).

(ii) If the Litigation Final Resolution results in a Loss (as set forth in a Joint Written Direction), the Escrow Agent shall promptly pay to HBI from the Escrow Amount a sum equal to the amount of such Loss set forth in the Joint Written Direction (to the extent that the Escrow Amount is sufficient to fund such Loss). If the Litigation Final Resolution results in no Loss or a Loss in an amount that is less than the then-existing Escrow Amount (as set forth in a Joint Written Direction), then the balance of the Escrow Amount (after payment of all applicable amounts as required under the Litigation Final Resolution or this Escrow Agreement) shall be distributed by the Escrow Agent to the Exchange Agent on behalf of, and for the benefit of, the Company Shareholders for application by the Exchange Agent pursuant to the Exchange Agent Agreement, as promptly as practicable; provided, however, that if the Exchange Agent Agreement has terminated prior to such time, HBI and the Representative shall by Joint Written Direction instruct the Escrow Agent to distribute such balance of the Escrow Amount to a substitute exchange agent.

(iii) If the Litigation Final Resolution results in an amount being paid as part of such Litigation Final Resolution that is equal to or greater than the then-existing Escrow Amount (as set forth in a Joint Written Direction), then no part of the Escrow Amount shall be distributed by the Escrow Agent to the Exchange Agent for the benefit of the Company Shareholders.

(b) Subject to paragraph (c) hereof, to the extent that there exists any Escrow Amount at the end of the Escrow Period, such Escrow Amount shall be distributed by the Escrow Agent to the Exchange Agent on behalf of, and for the benefit of, the Company Shareholders for application by the Exchange Agent pursuant to the Exchange Agent Agreement, as promptly as practicable; provided, however, that if the Exchange Agent Agreement has terminated prior to such time, HBI and the Representative shall by Joint Written Direction instruct the Escrow Agent to distribute such balance of the Escrow Amount to a substitute exchange agent.

(c) Notwithstanding paragraph (b) hereof, if, at the end of the Escrow Period, HBI believes in good faith that it has a claim on all or a portion of the then-existing Escrow Amount for Losses incurred during the Escrow Period, then HBI may deliver to the Escrow Agent a written notice of dispute (the "Dispute Notice"), which shall direct the Escrow Agent to continue to hold the Escrow Amount until such dispute has been resolved in accordance with the terms of this Escrow Agreement, and in such event the Escrow Agent shall continue to hold such Escrow Amount. A Dispute Notice must be received by the Escrow Agent prior to the termination of the Escrow Period to be effective. HBI shall deliver a copy of the Dispute Notice to the Representative, whereupon HBI and the Representative will promptly seek to resolve such dispute in accordance with the terms of this Agreement. Promptly upon the resolution of such dispute, HBI and the Representative shall deliver a Joint Written Direction to the Escrow Agent providing instructions regarding distribution of the Escrow Amount.

5. Concerning the Representative.

(a) The Representative shall be entitled to select counsel to defend the Litigation (subject to the approval, if required, of any insurer providing coverage for the expenses of such counsel and the approval of HBI, which shall not be unreasonably withheld). The Representative shall also be entitled to approve (or reject) any settlement of the either case in the Litigation proposed by HBI, including, but not limited to, any Litigation Final Resolution; provided, however, that such approval may not be unreasonably withheld by Representative.

(b) The Representative shall be provided compensation of \$10,000 for his services under this Agreement and shall be reimbursed for reasonable out-of-pocket expenses, in each case from the Escrow Amount. Such compensation shall be payable pursuant to the written request of the Representative provided to the Escrow Agent upon final distribution of the Escrow Amount and shall have priority over other claims to the Escrow Amount. To the extent that the Representative incurs any out-of-pocket expenses, HBI shall, promptly upon request of the Representative, join the Representative in providing a Joint Written Direction to the Escrow Agent directing the Escrow Agent to reimburse the Representative from the Escrow Amount.

(c) To the extent that HBI or an affiliate incurs a Loss, the Representative shall, promptly upon request of HBI, join HBI in providing a Joint Written Direction to the Escrow Agent directing the Escrow Agent to reimburse HBI from the Escrow Amount.

(d) The Representative may resign at any time and may name a successor representative, who shall join in this Escrow Agreement upon his or her appointment. If the Representative fails to name a successor representative or dies or otherwise becomes unable to serve, HBI may select a successor representative from among the Company Shareholders; provided, however, that the successor representative may not be an employee of HBI or any of its affiliates.

(e) Notwithstanding any other provision of this Escrow Agreement, all obligations and undertakings of the Representative hereunder for the payment of money, and all other obligations and undertakings of the Representative hereunder that could result in a claim for the payment of money by the Representative or a claim or lien against assets of the Representative, are intended to be obligations of Representative solely on behalf of the Company

Shareholders and in his capacity as the Representative, and shall be payable by Representative solely from funds made available to the Representative from the Escrow Amount for payment of his expenses as the Representative and not from his personal funds, assets or resources.

(f) The Representative shall be indemnified and held harmless by the Company Shareholders from and against any expenses, including counsel fees and disbursements, or loss suffered by the Representative or any of such persons directly or indirectly by virtue of or in connection with any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Escrow Agreement, the services of the Representative hereunder, other than expenses or losses arising from the gross negligence or willful misconduct of the Representative. The provisions of this Section 5(e) shall survive in the event the Representative resigns or is discharged pursuant to paragraph (c) above.

6. Concerning the Escrow Agent.

(a) The Escrow Agent shall have no implied duties or obligations under the terms of this Escrow Agreement or otherwise. The Escrow Agent shall not be charged with or be deemed to have any knowledge or notice of any notice, fact or circumstance not specifically set forth in this Escrow Agreement or furnished to the Escrow Agent in notices provided to the Escrow Agent in writing and strictly in accordance with the notice provisions of this Escrow Agreement. Except as expressly provided for herein, the Escrow Agent shall not be required to take notice of any agreement or understanding, including but not limited to the Merger Agreement, other than this Escrow Agreement and shall have no duty or responsibility to take any action pursuant to the terms thereof. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform its duties, the Escrow Agent shall have no liability except for the Escrow Agent's willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent shall have no liability with respect to the transfer or distribution of any Escrow Amount or funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Agreement. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Escrow Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its written consent thereto. The Escrow Agent shall be entitled to rely conclusively and without further inquiry on all calculations of amounts set forth in Joint Written Directions, certificates and notices delivered by HBI or the Representative to the Escrow Agent pursuant to this Agreement. The Escrow Agent shall in no event be deemed to be a fiduciary to any party or

any other person or entity under this Escrow Agreement. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties. The Escrow Agent shall not be responsible or liable for the failure of any party (other than the Escrow Agent) to perform in accordance with this Escrow Agreement. The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall be entitled to seek the advice of legal counsel with respect to any matter arising under this Escrow Agreement. The Escrow Agent shall be entitled to reimbursement from the Escrow Amount for the reasonable and documented fees and expenses of any such legal counsel. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any party or any other person or entity interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith unless such notice is explicitly provided for in this Escrow Agreement. The Escrow Agent shall have no duty or obligation to make any formulaic calculations of any kind hereunder. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent and any director, officer or employee of the Escrow Agent may become financially interested in any transaction in which any of the parties may be interested and may contract and lend money to any party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any party hereto. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

(b) The Escrow Agent and each of its officers, directors, agents, and employees shall be indemnified and held harmless by HBI and the Representative (up to the amount of the Escrow Amount) from and against any and all losses, damages, costs and expenses, including counsel fees and disbursements, suffered or incurred by the Escrow Agent or any of such persons directly or indirectly by virtue of or in connection with this Escrow Agreement or any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, or the Escrow Amount held by it hereunder, other than expenses or losses arising from the gross negligence or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the other parties hereto in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in an appropriate court to determine ownership or disposition of the

Escrow Amount or it may deposit the Escrow Amount with the clerk of any appropriate court or it may retain the Escrow Amount pending receipt of a final, non-appealable order of a court having jurisdiction over all of the parties hereto directing to whom and under what circumstances the Escrow Amount is to be disbursed and delivered. The provisions of this Section 6(b) shall survive the termination of this Agreement or any resignation or removal of the Escrow Agent, as contemplated elsewhere in this Agreement.

(c) The Escrow Agent shall be entitled to fees for services rendered by it hereunder and for reimbursement of all expenses and costs of the Escrow Agent paid or incurred by it in the administration of its duties hereunder including, but not limited to, all counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges, all as set forth in Exhibit A hereto, which is incorporated herein by reference and made a part hereof. HBI and the Representative agree to pay to the Escrow Agent such fees and reimbursement of such expenses; provided, however, that solely as between HBI and the Representative, the first \$10,000.00 of such fees and expenses shall be payable by HBI and any such fees and expenses in excess of \$10,000.00 shall be payable from the Escrow Amount, with respect to which the Escrow Agent shall have a lien and first priority right to payment of such amounts from the Escrow Amount.

(d) From time to time on and after the date hereof, HBI and the Representative shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request to carry out more effectively the provisions and purposes of this Escrow Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

(e) The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by its giving the other parties hereto written notice and such resignation shall become effective as hereinafter provided. Such resignation shall become effective at such time that the Escrow Agent shall turn over the Escrow Amount held hereunder to a successor escrow agent appointed by HBI and reasonably acceptable to the Representative. If no new escrow agent is so appointed within the sixty (60) day period following the giving of such notice of resignation, the Escrow Agent may deposit the Escrow Amount with any court of competent jurisdiction and notify the parties hereto of such deposit and thereupon the Escrow Agent shall be disregarded from all further duties as Escrow Agent hereunder. The Escrow Agent shall have no duty to seek the appointment of any successor escrow agent.

(f) The Escrow Agent shall resign and be discharged from its duties as escrow agent hereunder if so requested in writing at any time by HBI and the Representative, jointly; provided, however, that such resignation shall become effective only upon acceptance of appointment by a successor escrow agent as provided in Section 6(e).

(g) Notwithstanding anything herein to the contrary, the Escrow Agent shall not be relieved from liability hereunder for its own gross negligence or its own willful misconduct.

(h) As an additional consideration for and as an inducement for the Escrow Agent to serve as the Escrow Agent hereunder, it is understood and agreed that in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims or demands being made in connection with or for any Escrow Amount or other property held pursuant to this Escrow Agreement, the Escrow Agent shall be entitled, at the sole discretion of the Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, the Escrow Agent shall have no obligation to make delivery or other disposition of any Escrow Amount or other property held pursuant to the terms of this Escrow Agreement or any part thereof. Anything herein to the contrary notwithstanding, the Escrow Agent shall not be or become liable to such parties or any of them for the failure of the Escrow Agent to comply with conflicting or adverse demands pertaining to funds or other property held pursuant to this Escrow Agreement.

(i) The Escrow Agent shall be entitled to continue to refrain and to refuse to deliver or otherwise dispose of funds or other property held pursuant to this Escrow Agreement or any part thereof or to otherwise act hereunder, as stated above, unless and until (i) the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the funds or other property held hereunder; or (ii) the parties have reached an agreement resolving their differences and have jointly notified the Escrow Agent in writing of such agreement. Without limiting the applicability of Section 6(b) of this Escrow Agreement, the Escrow Agent will be indemnified in accordance with Section 6(b) for any action taken in accordance with the notification referenced in clause (ii) of the foregoing sentence.

(j) The Escrow Agent shall hold the Escrow Amount in a non-interest bearing deposit account, which may be held at SunTrust Bank.

(k) In the event of any dispute or disagreement, as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the election of the Escrow Agent, to tender into the registry or custody of any court having jurisdiction, the Escrow Amount and property held under this Escrow Agreement and the Escrow Agent shall have the right to take such other legal action as may be appropriate or necessary, in the sole discretion of the Escrow Agent. Upon such tender, the parties hereto agree that the Escrow Agent shall be discharged from all further duties under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder.

7. Binding Effect; Successors. This Escrow Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns; provided, however, that neither this Agreement nor any rights hereunder may be assigned without the written consent of each of the parties hereto. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Escrow Agreement) to another corporation, the successor corporation without any further act shall be the successor escrow agent.

8. Representations and Warranties. HBI and the Representative respectively make the following representations and warranties to the Escrow Agent: it or he has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder; and this Escrow Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

9. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be sent (a) by personal delivery, or (b) national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) via facsimile transmission, with confirmed receipt, and accompanied by mailing of the original on the same day by first class mail or (e) via electronic mail (including by way of a PDF attachment thereto) and a completed telephone call to the recipient set forth in this Section 9 and accompanied by mailing of the original on the same day by first class mail. No such notice or other communication shall be deemed received by the Escrow Agent prior to its actual receipt thereof. Such notices shall be sent to the applicable party or parties at the address specified below:

If to HBI at:

Home BancShares, Inc.  
719 Harkrider, Suite 100  
Conway, Arkansas 72032  
Attention: Tracy French  
Telephone: (501) 328-4657  
Facsimile: (501) 328-4697  
E-mail: tfrench@my100bank.com

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

Mitchell, Williams, Selig, Gates, and Woodyard, P.L.L.C.  
425 W. Capitol Avenue, Suite 1800  
Little Rock, Arkansas 72201  
Attention: C. Douglas Buford, Jr.  
Telephone: (501) 688-8866  
Facsimile: (501) 918-7866  
E-mail: dbuford@mwlaw.com

If to the Representative at:

[\_\_\_\_\_]

If to the Escrow Agent at:

SunTrust Bank  
Escrow Services  
919 E. Main Street, 7<sup>th</sup> Floor  
Richmond, VA 23219  
Client Manager: Nickida Dooley, Vice President  
Phone: 804-782-7610  
Facsimile: 804-225-7141  
E-mail: nickida.dooley@suntrust.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

10. Dispute Resolution.

(a) Any dispute, claim or controversy between HBI and the Representative arising out of, connected with, or relating to this Escrow Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved by arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). Arbitration shall be conducted pursuant to the then-current rules and procedures for the arbitration of commercial disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Section 10. In the event of any inconsistency, the terms of this Section 10 shall control. If AAA is unwilling or unable to serve as the provider of arbitration, HBI and the Representative, jointly, may designate another arbitration organization with similar procedures to serve as the provider of arbitration. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(b) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in Little Rock, Arkansas. The arbitrator(s) will give effect to statutes of limitation in determining any claim brought pursuant to this Section 10 and shall dismiss the arbitration if such claim is barred under the applicable statutes of limitation.

(c) Should a dispute arise relating to the distribution of an Escrow Amount or any matter relating to the interpretation of a Joint Written Direction relating to the distribution of an Escrow Amount, promptly upon the resolution of such dispute, HBI and the Representative shall deliver a Joint Written Direction to the Escrow Agent providing instructions regarding distribution of the Escrow Amount.

(d) The provisions of this Section 10 shall not be applicable to the Escrow Agent or otherwise affect or limit the Escrow Agent's remedies set forth in this Escrow Agreement.

11. Amendment, Waiver and Assignment. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by HBI, the Representative and the Escrow Agent. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 7, this Escrow Agreement may not be assigned by any party without the written consent of the other parties.

12. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

13. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of Arkansas without giving effect to the conflict of laws principles thereof.

14. Entire Agreement. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Amount and sets forth in their entirety the obligations and duties of the Escrow Agent with respect to the Escrow Amount. Notwithstanding the foregoing, HBI and the Representative agree, solely between themselves, and acknowledge that to the extent any terms and provisions of this Escrow Agreement are in any way inconsistent with or in conflict with any term, condition or provision of the Merger Agreement, the Merger Agreement shall govern and control. Unless and until the Escrow Agent shall be notified in writing that an inconsistency or a conflict exists between this Escrow Agreement and the Merger Agreement, it shall be entitled to perform its duties in accordance with the terms stated herein and to conclusively assume that no such inconsistency or conflict exists.

15. Execution in Counterparts. This Escrow Agreement and any Joint Written Direction may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Escrow Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Escrow Agreement or any Joint Written Direction and of signature pages by facsimile transmission or by electronic mail in PDF format shall constitute effective execution and delivery of this Escrow Agreement or such Joint Written Direction as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

16. Termination. Except as otherwise set forth herein, this Escrow Agreement shall terminate upon the full distribution of the Escrow Amount pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Amount.

17. The Representative; No Third Party Beneficiaries. The Representative represents and warrants to the Escrow Agent that he or she is duly appointed and fully authorized to act as the Representative, as contemplated by the terms of this Escrow Agreement. The Escrow Agent shall not be required to act upon or take notice of any directions, demands, notices, communications or instructions provided to the Escrow Agent by any Company Shareholder who is not the Representative, but shall act upon and take notice solely of directions, demands, notices, communications and instructions provided to the Escrow Agent by the Representative. The Escrow Agent undertakes no duty or obligation, express or implied, to the Company Shareholders under or by reason of this Escrow Agreement. This Escrow Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and the Escrow Agent (and parties related to the Escrow Agent for whom indemnity is provided as set forth herein) express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

18. Authorized Signatures. Contemporaneously with the execution and delivery of this Agreement and, if necessary, from time to time thereafter, each of the parties to this Agreement that is an entity (other than the Escrow Agent) shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit B hereto (a "Certificate of Incumbency") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Incumbency.

\* \* \* \* \*

[SIGNATURES APPEAR ON NEXT PAGE]

The parties have caused this Escrow Agreement to be duly executed as of the Effective Date intending to be legally bound.

**HOME BANCSHARES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, as the Representative

**SUNTRUST BANK,  
as Escrow Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCHEDULE OF FEES FOR SERVICES AS ESCROW AGENT**

**SCHEDULE OF FEES**

**Acceptance/Legal Review Fee:**      \$\_\_\_ – one time only and payable at the time of the bank's attorney review of the escrow agreement

The Legal Review Fee includes review of all related documents and accepting the appointment of Escrow Agent on behalf of SunTrust Bank. The fee also includes setting up the required account(s) and accounting records, document filing, and coordinating the receipt of funds/assets for deposit to the Escrow Account. This is a one-time fee payable upon execution of the Escrow Agreement. As soon as SunTrust Bank's outside counsel begins to review the escrow agreement, the legal review fee is subject to payment regardless if the parties decide to appoint a different escrow agent or a decision is made that the escrow agreement is not needed.

**Administration Fee:**                      \$\_\_\_\_\_ – payable at the time of signing the escrow agreement and on the anniversary date thereafter, if applicable

The Administration Fee includes providing routine and standard services of an Escrow Agent. The fee includes administering the escrow account, performing investment transactions, processing cash transactions (including wires and check processing), disbursing funds in accordance with the Agreement (note any pricing considerations below), and providing trust account statements to applicable parties for a twelve (12) month period. If the account remains open beyond the twelve (12) month term, the parties will be invoiced each year on the anniversary date of the execution of the Escrow Agreement. Additional fees will be billed for processing claim notices and/or objections. Extraordinary expenses, including legal counsel fees, will be billed as out-of-pocket. The Administration Fee is due upon execution of the Escrow Agreement.

**Out-of-Pocket Expenses:**      At Cost

Out-of-pocket expenses such as, but not limited to, postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal (out-of-pocket to counsel) or accounting, will be billed at cost.

**EXHIBIT B**  
**FORM OF CERTIFICATE OF INCUMBENCY**

Re: Escrow Agreement, dated \_\_\_\_\_, 2015, by and among Home Bancshares, Inc.  
\_\_\_\_\_, and SunTrust Bank.

Name of Entity: \_\_\_\_\_

As an authorized officer of the entity listed above, I hereby certify that the each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Contact Number</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, this certificate has been executed by the duly authorized officer whose name and title are set forth below:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_