Mid-Southern Bancorp, Inc.

PROPOSED SALE TRANSACTION — YOUR VOTE IS VERY IMPORTANT

April 17, 2024

Dear Fellow Shareholder:

You are cordially invited to attend the 2024 Annual Meeting of Shareholders of Mid-Southern Bancorp, Inc. ("Mid-Southern"), the parent company of Mid-Southern Savings Bank, FSB ("Mid-Southern Bank"). The annual meeting will be held at the main office of Mid-Southern Bank, located at 300 N. Water Street, Salem, Indiana, at 1:00 p.m., Eastern time, on May 22, 2024. At the annual meeting, Mid-Southern's shareholders will consider and vote on proposals that must be approved for Mid-Southern to complete the Sale Transaction (as defined below) with Beacon Credit Union ("Beacon") as well as voting on the election of directors and the ratification of our auditors.

On January 25, 2024, Mid-Southern, Mid-Southern Bank and Beacon entered into a Purchase and Assumption Agreement (the "P&A Agreement") pursuant to which Beacon will purchase substantially all of Mid-Southern Bank's assets and assume substantially all of Mid-Southern Bank's liabilities (including the deposit liabilities) (the "Bank Asset Sale"). As consideration for the Bank Asset Sale, Beacon has agreed to pay Mid-Southern Bank $45,198,789 in cash (the "Purchase Price"), subject to adjustment, and Mid-Southern Bank will retain $10.0 million of its cash to pay for certain transaction expenses.

The Bank Asset Sale is an integral part of a larger transaction contemplated by the P&A Agreement in which, as soon as practicable following the Bank Asset Sale, Mid-Southern Bank will liquidate and distribute all of its remaining assets to Mid-Southern (the "Bank Liquidation") and thereafter Mid-Southern will dissolve, wind up its operations and distribute all of its remaining assets to its shareholders (the "Company Dissolution"). The Bank Asset Sale, the Bank Liquidation and the Company Dissolution are referred to as the "Sale Transaction."

If the Sale Transaction is completed, Mid-Southern estimates that shareholders would receive between $15.00 and $17.00 in cash for each share of Mid-Southern common stock that they own. This estimated consideration per share is based on numerous assumptions and is subject to change based on several factors that are discussed in the attached proxy statement. *Accordingly, shareholders should not assume that the ultimate per share consideration distributed to them will be within the estimated range of $15.00 to $17.00 per share*.

Approval of the Bank Asset Sale and the Company Dissolution each requires the affirmative vote of the holders of a majority of the outstanding shares of Mid-Southern common stock entitled to vote.

The Sale Transaction can be completed only if the Bank Asset Sale and the Company Dissolution are both approved at the annual meeting. If the Bank Asset Sale is not approved, the Sale Transaction will not occur and there will be no Company Dissolution and no distribution to shareholders, even if the Company Dissolution is approved by shareholders. If shareholders approve the Bank Asset Sale but do not approve the Company Dissolution, assuming the other closing conditions in the P&A Agreement are satisfied, Beacon, Mid-Southern and Mid-Southern Bank may agree to complete the Bank Asset Sale. In that case, Mid-Southern Bank, having transferred substantially all of its operating assets to Beacon, would liquidate and distribute its remaining assets to Mid-Southern. However, Mid-Southern could not immediately begin the dissolution process and any distributions to shareholders would be delayed.

The attached proxy statement provides detailed information about the Sale Transaction. You should read it, including the appendices, in their entirety.

Mid-Southern's board of directors has unanimously approved the Sale Transaction, including the P&A Agreement, the Bank Asset Sale and the Company Dissolution, and unanimously recommends that Mid-Southern's shareholders vote "FOR" the P&A Agreement and Bank Asset Sale, "FOR" the Company Dissolution, FOR" each of the other proposals and "FOR" each of the director nominees.

Your vote is very important. Whether or not you plan to attend the annual meeting, please complete, date and sign the enclosed proxy card and return it promptly in the postage-paid envelope we have provided. You may also vote your shares by telephone or via the Internet by following the instructions on the enclosed proxy or voting instruction card. If your shares are held in an account at a bank, broker or other nominee, you should instruct your bank, broker or other nominee how to vote your shares using the separate voting instruction form furnished by your bank, broker or other nominee. **Failing to vote will have the same effect as voting "Against" the P&A Agreement and Bank Asset Sale and "Against" the Company Dissolution.**

If you have any questions concerning the proxy statement or the Sale Transaction, or if you need assistance in voting, contact Mid-Southern's proxy solicitor, Regan & Associates, Inc., at (800) 737-3426 (toll-free).

On behalf of Mid-Southern's board of directors, thank you for your prompt attention to this important matter.

/s/ Dana J. Dunbar

Dana J. Dunbar
Chairman of the Board of Directors

This proxy statement is dated April 17, 2024, and is first being mailed on or about April 17, 2024 to shareholders of record.

Mid-Southern Bancorp, Inc.

300 N. WATER STREET
SALEM, INDIANA 47167
(812) 883-2639

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

The 2024 Annual Meeting of Shareholders of Mid-Southern Bancorp, Inc. ("Mid-Southern") will be held at the main office of Mid-Southern Savings Bank, FSB ("Mid-Southern Bank"), located at 300 N. Water Street, Salem, Indiana, at 1:00 p.m., Eastern Time, on May 22, 2024, to consider and vote upon the following proposals:

1. Approval of the Purchase and Assumption Agreement dated January 25, 2024, by and among Beacon Credit Union ("Beacon"), Mid-Southern and Mid-Southern Bank (the "P&A Agreement"), pursuant to which Beacon will purchase substantially all of Mid-Southern Bank's assets and assume substantially all of Mid-Southern Bank's liabilities (including all deposit liabilities) (the "Bank Asset Sale");

2. Approval of the dissolution of Mid-Southern and the distribution of Mid-Southern's remaining assets to its shareholders pursuant to the Plan of Liquidation and Dissolution (the "Company Dissolution");

3. Approval of the adjournment of the annual meeting, if necessary, to solicit additional proxies in favor of Proposals 1, 2, 4 or 5;

4. The election of two directors to each serve for a three-year term;

5. The ratification of the appointment of FORVIS, LLP as our independent registered public accounting firm for the year ending December 31, 2024; and

6. Transact such other business as may be properly presented at the annual meeting and any adjournments or postponements of the annual meeting.

The Bank Asset Sale and the Company Dissolution are integral parts of a larger transaction contemplated by the P&A Agreement, which we refer to as the "Sale Transaction." The Sale Transaction consists of (i) the Bank Asset Sale, (ii) the liquidation of Mid-Southern Bank and the distribution of Mid-Southern Bank's remaining assets to Mid-Southern pursuant to Mid-Southern Bank's Plan of Voluntary Liquidation, and (iii) the Company Dissolution including the distribution of Mid-Southern's remaining assets to Mid-Southern shareholders.

A proxy card is enclosed and a proxy statement for the annual meeting accompanies this notice. The proxy statement provides a detailed description of the Sale Transaction, including the P&A Agreement, the Bank Asset Sale and the Company Dissolution. The proxy statement also provides information related to the election of directors and the ratification of our independent auditors. You should read the proxy statement and its appendices in their entirety.

Shareholders of record at the close of business on April 5, 2024 are the shareholders entitled to notice of and to vote at the annual meeting and at any postponement or adjournment of the annual meeting.

You are entitled to dissent from the Sale Transaction and receive payment for the fair value of your shares under Ind. Code § 23-1-44-1 *et seq*. Any shareholder who wishes to exercise these rights must strictly comply with the procedures described in the attached proxy statement, which are also attached as Appendix D to this proxy statement.

Your vote is very important. Approval of the P&A Agreement and the Bank Asset Sale and approval of the Company Dissolution each require the affirmative vote of the holders of a majority of the outstanding shares of Company common stock entitled to vote. **Failure to vote will have the same effect as voting "Against" the P&A Agreement and the Bank Asset Sale and "Against" the Company Dissolution.**

If you have any questions concerning the Sale Transaction, or if you need help in voting your shares of Mid-Southern common stock, contact Mid-Southern's proxy solicitor:

Regan & Associates, Inc.
Monday through Friday from 9:00 a.m. to 5:00 p.m., Eastern time (8:00 a.m. to 4:00 p.m., Central time)
(800) 737-3426 (toll-free)

Mid-Southern's board of directors has unanimously approved the Sale Transaction, including the P&A Agreement, the Bank Asset Sale and the Company Dissolution, and unanimously recommends that Mid-Southern's shareholders vote "FOR" each of the proposals, and "FOR" each of the director nominees.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Erica B. Schmidt
Erica B. Schmidt
Corporate Secretary

The prompt return of proxies will save Mid-Southern the expense of further requests for proxies to ensure a quorum at the annual meeting. Please complete, sign and date the enclosed proxy card or voting instruction card and mail it in the enclosed envelope. You may also be able to vote your shares by telephone or via the Internet. If telephone or Internet voting is available to you, voting instructions are printed on the proxy card or voting instruction card sent to you.

A self-addressed, postage-prepaid proxy reply envelope is enclosed for your convenience. No postage is required if mailed within the United States.

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Mid-Southern Bancorp, Inc.

PROXY STATEMENT
FOR
2024 ANNUAL MEETING OF SHAREHOLDERS

GENERAL INFORMATION

This proxy statement is furnished in connection with the solicitation of proxies by the board of directors of Mid-Southern Bancorp, Inc. ("Mid-Southern"), to be used at the 2024 annual meeting of shareholders of Mid-Southern, and any postponements or adjournments of the annual meeting (the "annual meeting"). The annual meeting will be held at the main office of Mid-Southern Savings Bank, FSB ("Mid-Southern Bank"), located at 300 N. Water Street, Salem, Indiana, at 1:00 p.m., Eastern Time, on May 22, 2024, for the purpose of considering and voting on the proposals that must be approved for Mid-Southern to complete the Sale Transaction (as defined below) with Beacon Credit Union ("Beacon"). At the annual meeting, shareholders will also consider and vote on the election of directors and the ratification of Mid-Southern's independent auditors.

On January 25, 2024, Beacon, Mid-Southern, and Mid-Southern Bank entered into a Purchase and Assumption Agreement (the "P&A Agreement") pursuant to which Beacon will purchase substantially all of Mid-Southern Bank's assets and assume substantially all Mid-Southern Bank's liabilities (including all of the deposit liabilities) (the "Bank Asset Sale"). The Bank Asset Sale is an integral part of a larger transaction contemplated by the P&A Agreement in which, as soon as practicable following the Bank Asset Sale, Mid-Southern Bank will liquidate and distribute all of its remaining assets to Mid-Southern pursuant to Mid-Southern Bank's Plan of Voluntary Liquidation (the "Bank Liquidation") and thereafter Mid-Southern will dissolve, wind up its operations and distribute all of its remaining assets, including the proceeds from the Bank Asset Sale, to its shareholders (the "Company Dissolution"). The Bank Asset Sale, the Bank Liquidation and the Company Dissolution are referred to as the "Sale Transaction."

INFORMATION ABOUT VOTING

Only holders of record of Mid-Southern's common stock as of the close of business on April 5, 2024 (the "Record Date") are entitled to notice of and to vote at the annual meeting, and are entitled one vote for each share then held. As of the close of business on the Record Date, there were 2,885,039 shares of Mid-Southern common stock outstanding and entitled to be voted.

Mid-Southern's Articles of Incorporation provide that record holders of Mid-Southern's common stock who beneficially own more than 10% of the outstanding shares of common stock (the "Limit") are not entitled to any vote with respect to the shares held in excess of the Limit.

At the annual meeting, shareholders will be asked to consider and vote upon the following proposals. The Sale Transaction cannot be completed unless Proposals One and Two are approved.

Proposal One – Approval of the P&A Agreement and the Bank Asset Sale. Shareholders will be asked to approve the P&A Agreement and the Bank Asset Sale. A shareholder may (1) vote "FOR" the proposal, (2) vote "AGAINST" the proposal or (3) "ABSTAIN" from voting on the proposal. Approval of the P&A Agreement and the Bank Asset Sale proposal requires the affirmative vote on the proposal of the holders of a majority of the shares

outstanding and entitled to vote. **Broker non-votes and proxies marked "Abstain" have the same effect as a vote "Against" the P&A Agreement and the Bank Asset Sale.**

Proposal Two – Approval of the Company Dissolution. Shareholders will be asked to approve the Company Dissolution pursuant to the Plan of Liquidation and Dissolution. A shareholder may (1) vote "FOR" the proposal, (2) vote "AGAINST" the proposal or (3) "ABSTAIN" from voting on the proposal. Approval of the Company Dissolution requires the affirmative vote on the proposal of the holders of a majority of the shares outstanding and entitled to vote. **Broker non-votes and proxies marked "Abstain" have the same effect as a vote "Against" the Company Dissolution.**

Proposal Three – Approval of the Adjournment of the Annual Meeting If Necessary. Shareholders will be asked to approve the adjournment of the annual meeting, if necessary, to solicit additional proxies in favor of proposals 1 or 2, or both. A shareholder may (1) vote "FOR" the proposal, (2) vote "AGAINST" the proposal or (3) "ABSTAIN" from voting on the proposal. Approval of the adjournment proposal requires the affirmative vote on the proposal of the holders of a majority of the votes cast at the annual meeting.

Proposal Four – Election of Directors. Shareholders will be asked to elect two directors, each for a three-year term. Directors are elected by a plurality of the votes cast, in person or by proxy, at the annual meeting by holders of Mid-Southern common stock. Accordingly, the two nominees for election as directors who receive the highest number of votes actually cast will be elected. In accordance with our Articles of Incorporation, shareholders are not permitted to cumulate their votes for the election of directors. Votes may be cast FOR or WITHHELD from the nominees. Votes that are withheld and broker non-votes will have no effect on the outcome of the election of directors because the nominees receiving the greatest number of votes will be elected.

Proposal Five – Ratification of Appointment of Independent Registered Public Accounting Firm. Shareholders will be asked to ratify the appointment of our independent registered public accounting firm, FORVIS, LLP, for the year ending December 31, 2024. Ratification of the appointment of FORVIS, LLP as our independent registered public accounting firm for the year ending December 31, 2024 requires the affirmative vote of the majority of shares cast, in person or by proxy, at the annual meeting by holders of Mid-Southern common stock. Abstentions and broker non-votes will have no effect on the outcome of the voting on this proposal.

Quorum. As of the close of business on the Record Date, there were 2,885,039 shares of Mid-Southern common stock outstanding and entitled vote. The presence, in person or by proxy, of a majority of those outstanding shares of common stock entitled to vote is necessary to constitute a quorum at the annual meeting.

Participants in the Mid-Southern Bank ESOP. If you participate in the Mid-Southern Bank Employee Stock Ownership Plan (the "ESOP"), you will receive a vote authorization form that reflects all shares you may direct the ESOP trustee to vote on your behalf under the ESOP. Under the terms of the ESOP, the ESOP trustee votes all shares held by the ESOP, but each ESOP participant may direct the trustee how to vote the shares of common stock allocated to his or her account. The ESOP trustee will vote all unallocated shares of Mid-Southern common stock held by the ESOP and all allocated shares for which no voting instructions are received in the same proportion as shares for which it has received timely voting instructions. **The deadline for returning your voting instruction is May 15, 2024.**

Voting by Proxy. Mid-Southern's board of directors is sending you this proxy statement to request that you allow your shares of Mid-Southern common stock to be represented at the annual meeting by the persons named as proxies on the enclosed proxy card. Shareholders who execute proxies in the form solicited hereby retain the right to revoke them in the manner described below under the heading "Revocation of Proxies." Unless so revoked, the shares represented by such proxies will be voted at the annual meeting and at any and all adjournments or postponements. Proxies solicited on behalf of the board of directors of Mid-Southern will be voted according to the directions given thereon. If you sign, date and return a proxy card without giving voting instructions, your shares will be voted as recommended by Mid-Southern's board of directors. **The board of directors unanimously recommends that you vote "<u>FOR</u>" the approval of the P&A Agreement and the Bank Asset Sale, "<u>FOR</u>" approval of the Company Dissolution, "FOR" the election of the nominees and "FOR" the ratification of the independent auditors.**

Voting by Telephone or Via the Internet. Instead of voting by mailing a proxy card, registered shareholders can vote their shares of Mid-Southern common stock by telephone or via the Internet. The telephone and Internet voting procedures are designed to authenticate shareholders' identities, allow shareholders to provide their voting instructions and confirm that their instructions have been recorded properly. Specific instructions for telephone and internet voting are set forth on the proxy card. **The deadline for voting by telephone or via the Internet is 11:59 p.m., Eastern Time, on May 21, 2024.**

Voting Agreements. Each director of Mid-Southern and Mid-Southern Bank, solely in his individual capacity as a shareholder of Mid-Southern, and each executive officer of Mid-Southern Bank, has entered into a voting agreement with Beacon, in which each individual has agreed, subject to the terms and conditions set forth in the voting agreement, to vote the shares of Mid-Southern common stock beneficially owned by him or her in favor of the P&A Agreement and the Bank Asset Sale and in favor of the Company Dissolution, as well as agreeing to certain other customary restrictions with respect to the voting and transfer of his or her shares of Mid-Southern common stock. As of the close of business on the Record Date, a total of 243,144 shares of Mid-Southern common stock, representing approximately 8.4% of the outstanding shares of Mid-Southern common stock entitled to vote at the annual meeting, are subject to the voting agreements.

REVOCATION OF PROXIES

Proxies may be revoked by sending written notice of revocation addressed to Mid-Southern's Secretary, at Mid-Southern Bancorp, Inc., 300 N. Water Street, Salem, Indiana 47167, by submitting a signed later-dated proxy, by voting again by telephone or via the Internet no later than 11:59 p.m., Eastern Time, on May 21, 2024, or by voting in person at the annual meeting. The presence of a shareholder at the annual meeting, by itself, does not constitute revocation of a proxy.

PROPOSAL 1 – APPROVAL OF THE P&A AGREEMENT AND THE BANK ASSET SALE

The information in this proxy statement regarding the P&A Agreement, the Bank Asset Sale and the other transactions contemplated by the P&A Agreement is qualified in its entirety by reference to the full text of the P&A Agreement, which is attached as Appendix A and incorporated by reference into this proxy statement. You should read the P&A Agreement in its entirety.

Information about the Companies

Mid-Southern/Mid-Southern Bank. Mid-Southern Bank is a federal savings bank and the wholly owned subsidiary of Mid-Southern, an Indiana corporation and a savings and loan holding company registered with the Board of Governors of the Federal Reserve System. Mid-Southern Bank operates from its main office in Salem, Indiana, and through its branch offices located in Mitchell and Orleans, Indiana and loan production offices located in New Albany, Indiana and Louisville, Kentucky. As reported in its December 31, 2023 Call Report, Mid-Southern Bank had total assets of $268.6 million, total deposits of $204.5 million and total stockholders' equity of $33.7 million, and was considered "well capitalized."

Beacon Credit Union. Beacon is an Indiana-chartered credit union which was established in 1931 and is regulated by the Indiana Department of Financial Institutions and insured by American Share Insurance, a credit union-owned share insurance fund ("ASI"). BCU operates from its main office in Wabash, Indiana, and from 18 member center offices located throughout Indiana. As reported in its December 31, 2023 annual report, BCU had total assets of $1.52 billion, total deposits of $1.26 billion and total equity of $159.8 million, and was classified as "well-capitalized" with a net worth ratio of 14.51%.

General

As soon as practicable after the conditions to consummation of the Bank Asset Sale have been satisfied or waived, and unless the P&A Agreement has been terminated as discussed below, Mid-Southern Bank will sell substantially all of its assets to Beacon and Beacon will assume substantially all of Mid-Southern Bank's liabilities (including all deposit liabilities), for which Beacon has agreed to pay Mid-Southern Bank $45,198,789 in cash, subject to possible adjustment as described under the heading "– Consideration to be Received by Shareholders," and Mid-Southern Bank will retain $10.0 million of its cash.

The Bank Asset Sale is the first integral step in the Sale Transaction contemplated by the P&A Agreement. The Sale Transaction consists of (i) the Bank Asset Sale, (ii) the Bank Liquidation, including the distribution of Mid-Southern Bank's remaining assets to Mid-Southern pursuant to a Plan of Voluntary Liquidation, and (iii) the Company Dissolution, including the distribution of Mid-Southern's remaining assets to Mid-Southern shareholders.

If the Sale Transaction is completed, Mid-Southern estimates that shareholders would receive between $15.00 and $17.00 in cash for each share of Mid-Southern common stock that they own. *This estimated consideration per share is based on numerous assumptions and is subject to change based on several factors that are discussed under the heading "– Consideration to be Received by Shareholders."* You should read the description under that heading, as well as the remainder of this proxy statement, before voting on the Sale Transaction. Further, in addition to the factors that could affect the consideration received by shareholders of which Mid-Southern is currently aware, in the course of the sale and dissolution process, unanticipated expenses and liabilities could arise, and such unanticipated expenses and liabilities may reduce the amount of cash available for distribution to shareholders. *Accordingly, shareholders should not assume that the ultimate per share consideration distributed to them will be within the estimated range of $15.00 to $17.00 per share.*

In addition to shareholder approval, completing the Bank Asset Sale and the Sale Transaction requires approval from the Federal Deposit Insurance Corporation (the "FDIC"), the Indiana Department of Financial Institutions (the "IDFI"), the Office of the Comptroller of the Currency (the "OCC") and the Board of Governors of the Federal Reserve System (the "FRB"). Further, Mid-Southern Bank and Mid-Southern must comply with FRB rules with respect to payments to be made by Mid-Southern Bank to eligible depositors of Mid-Southern Bank in satisfaction of the liquidation accounts established by Mid-Southern Bank and Mid-Southern in connection with Mid-Southern Bank's "second-step conversion" in 2018 (the "Liquidation Accounts"). See "– Regulatory Approvals" and "– Liquidation Accounts" below.

Background of the P&A Agreement and the Bank Asset Sale

Since Mid-Southern Bank's "second-step conversion" and related public offering in 2018, the board of directors and senior management of Mid-Southern have periodically reviewed and assessed the strategic opportunities and the challenges facing Mid-Southern and Mid-Southern Bank. As part of this process, the board of directors has considered the increasing difficulty in growing earnings and operating a community financial institution in a relatively low growth, rural market in which Mid-Southern Bank largely operates. Also, like other small community financial institutions, Mid-Southern Bank has experienced increasing costs for technology and regulatory compliance and increasing competition for core funding, commercial and retail loans and management talent. Additionally, at the Mid-Southern 2023 Annual Meeting on May 24, 2023, Mid-Southern's shareholders approved a shareholder proposal for management to hire an investment banker to explore a sale of Mid-Southern (the "Shareholder Proposal").

In light of the above, Mid-Southern's board of directors has periodically reviewed and discussed strategic alternatives including a possible merger or sale transaction and has consulted periodically with representatives of Piper Sandler, a nationally recognized investment banking firm with substantial experience advising financial institutions with respect to mergers and acquisitions and other matters.

In August 2022, Alexander Babey, President and Chief Executive Officer of Mid-Southern approached another bank holding company with operations in Mid-Southern's region ("Company A") to determine their level of interest regarding a possible strategic combination with Mid-Southern. Throughout September and October 2022 there were numerous discussions with Company A regarding a possible strategic combination and on November 18, 2022, a mutual confidentiality agreement was signed between Mid-Southern and Company A for the purpose of facilitating further discussions.

During the period from November 2022 through May 2023, there were a number of discussions regarding the proposed combination. At the regularly scheduled meetings of the Mid-Southern board in December 2022, January 2023, February 2023, March 2023 and April 2023, Mr. Babey updated the Mid-Southern board on the status of discussions with Company A. However, in May 2023, due to a disagreement in how the combination would be structured, the parties mutually agreed to terminate any further discussions or due diligence relating to a potential strategic combination.

On June 7, 2023, following the approval of the Shareholder Proposal at the Mid-Southern 2023 Annual Meeting, Mr. Babey received an e-mail from a representative of Donnelly Penman & Partners ("Donnelley Penman") that referenced the Shareholder Proposal and indicated that Donnelly Penman had a client that would be interested in a conversation about a possible acquisition of Mid-Southern. Mr. Babey received another email from the representative of Donnelley Penman on June 13, 2023.

On June 8, 2023, Mr. Babey discussed the Donnelley Penman correspondence and Mid-Southern's response with Mid-Southern's Chairman of the Board, Dana J. Dunbar. Following the discussion with Mr. Dunbar, Mr. Babey reached out to representatives at Piper Sandler and directed Piper Sandler to reach out to representatives of Donnelley Penman to facilitate additional discussions.

On June 15, 2023, representatives of Piper Sandler contacted representatives of Donnelley Penman. Between June 16, 2023 and July 26, 2023, representatives of Donnelley Penman indicated that their client was Beacon.

On July 5, 2023, Mr. Babey received a phone call and email from a financial institution with operations in Mid-Southern's region ("Company B"), indicating that they had seen the results of the Shareholder Proposal and that they would be interested in providing a proposal to engage in a strategic transaction with Mid-Southern if Mid-Southern was interested in a potential sale transaction.

Mid-Southern's board of directors held a meeting on July 26, 2023, at which representatives of Mid-Southern's legal counsel and Piper Sandler participated. The board of directors discussed Mid-Southern's historical financial performance, future prospects, and the then current mergers and acquisitions market. After a lengthy discussion, in order to assist Mid-Southern with developing a process to solicit potential interest in a possible sale or business combination transaction, the board voted to engage Piper Sandler as Mid-Southern's financial advisor in connection with a possible sale or other business combination transaction. The board of directors also directed Piper Sandler to continue discussions with Beacon and Company B.

During July through August 2023, Mid-Southern, with Piper Sandler's assistance, prepared a Confidential Information Memorandum ("CIM") to be distributed to certain potential transaction partners identified, with Piper Sandler's assistance, as likely having an interest in exploring a potential business combination with Mid-Southern. During this time period, Mid-Southern's legal counsel assisted Mid-Southern to prepare a form of confidentiality agreement for use in connection with the distribution of the CIM.

From the end of August through mid-September, 2023, in accordance with Mid-Southern's directives, Piper Sandler contacted 19 potential business combination partners (11 banks and eight credit unions, including Beacon and Company B) without revealing the identity of Mid-Southern, of which 11 (eight banks and three credit unions, including Beacon and Company B) signed confidentiality agreements after which the identities of Mid-Southern and Mid-Southern Bank were disclosed to them. Of those 11 institutions, each requested and was sent a CIM and granted access to a virtual data room containing financial and other information regarding Mid-Southern and Mid-Southern Bank.

On September 29, 2023, Beacon submitted a non-binding letter of intent ("LOI") to Piper Sandler which proposed aggregate consideration of $55.2 million in cash to purchase and assume Mid-Southern Bank's assets and liabilities. The aggregate consideration included retained cash of $10.0 million to pay expenses. The proposal indicated that Mid-Southern would be required to meet a minimum equity threshold or the purchase price would be reduced on a dollar-for-dollar basis. Based on certain assumptions provided by Mid-Southern, Piper Sandler estimated that Beacon's LOI equated to approximately $15.91 per share of Mid-Southern common stock.

On September 29, 2023, Company B, a credit union, submitted a non-binding LOI to Piper Sandler which proposed aggregate consideration of $48.1 million in cash. Company B's LOI indicated that Mid-Southern would not be reimbursed for expenses related to Mid-Southern's liquidation accounts, professional fees, taxes, and employment related contracts, and Mid-Southern would be reimbursed for expenses related to retention bonuses, contract termination charges, and severance-related expenses. Based on certain assumptions provided by Mid-Southern, Piper Sandler estimated that Company B's proposal equated to approximately $14.43 per share of Mid-Southern common stock.

On September 29, 2023, Company C, a bank holding company, submitted a non-binding LOI to Piper Sandler. Company C's proposal was for $12.40 per share of Mid-Southern in an all-stock transaction, with a total transaction value of approximately $34.1 million. Company C's proposal implied an exchange ratio of 1.1235, which was based on the then-current trading price of Company C's common stock.

On October 3, 2023, Company D, a bank holding company, submitted a non-binding LOI to Piper Sandler. Company D's proposal was for $12.00 per share of Mid-Southern common stock, in a 75% stock and 25% cash transaction, with a total transaction value of approximately $34.6 million. Company D's proposal had an implied exchange ratio of 0.1081, based on the then-current trading price of Company D's common stock, and $9.00 in cash per share of Mid-Southern common stock.

On October 4, 2023, the board of directors of Mid-Southern met for a special meeting, at which representatives of Mid-Southern's legal counsel, Luse Gorman, PC, and Piper Sandler participated. Representatives of Piper Sandler and Mid-Southern's senior management discussed with the Mid-Southern board the process to-date and reviewed with the board the four non-binding LOIs that Mid-Southern had received from Beacon, Company B, Company C and Company D. The Mid-Southern board then had an extensive discussion comparing and contrasting the competing proposals of the four parties, including the financial and managerial resources of the parties submitting them, the proposed form of consideration and their ability to pay, the deal terms, perceived execution risks and any contingencies. Among other things, there was broad discussion about the possible execution risks to entering into a strategic transaction with a credit union as opposed to a bank in light of the required regulatory approvals, as well as the fact that a transaction with a credit union would likely be structured as a taxable purchase and assumption of assets, compared to a bank transaction which, likely, could be structured as a tax-free merger. In this regard, the board noted that management, assisted by Piper Sandler, should perform extensive due diligence on each of the credit unions submitting LOIs.

The board then discussed Mid-Southern's business plan and financial projections and the challenges of remaining independent.

After further discussion the board determined that Beacon's LOI and Company B's LOI potentially represented the most attractive opportunity to shareholders, including due to their materially higher notional transaction values. The board unanimously resolved to move forward and continue negotiations with these parties and instructed Piper Sandler to communicate to those two parties that they were invited to the next round of diligence and that each party was instructed to submit revised offers by November 10, 2023.

Between October 4, 2023 and November 10, 2023, Beacon and Company B conducted additional due diligence.

On November 10, 2023, Beacon submitted a revised non-binding LOI which proposed an aggregate consideration of $55.2 million in cash to purchase and assume Mid-Southern Bank's assets and liabilities. The aggregated consideration continued to include retained cash of $10.0 million to pay certain expenses. The proposal indicated that Mid-Southern would be required to meet a minimum equity threshold or the purchase price would be reduced on a dollar-for-dollar basis. The proposal also indicated that if Mid-Southern's equity capital exceeded the minimum equity threshold, Mid-Southern would be able to retain the capital and distribute it to Mid-Southern shareholders. Based on certain assumptions provided by Mid-Southern, including the minimum equity threshold, Piper Sandler estimated that Beacon's LOI equated to approximately $17.14 per share of Mid-Southern common stock, subject to adjustments.

On November 10, 2023, Company B also submitted a revised non-binding LOI. Company B proposed nominal aggregate consideration of $49.5 million in cash. Company B's LOI indicated that Mid-Southern would not be reimbursed for expenses related to Mid-Southern's liquidation accounts, professional fees, taxes, and employment related contracts, and Mid-Southern would be reimbursed for expenses related to retention bonuses, contract termination charges, and severance-related expenses. Based on certain assumptions provided by Mid-Southern, Piper Sandler estimated that Company B's revised LOI equated to approximately $16.09 per share of Mid-Southern common stock.

On November 17, 2023, the board of directors of Mid-Southern met for a special meeting, at which representatives of Mid-Southern's legal counsel, Luse Gorman, PC, and Piper Sandler participated. Representatives

of Piper Sandler and Mid-Southern's senior management discussed with the Mid-Southern board the process to-date and reviewed with the board the revised LOIs that Mid-Southern had received from Beacon and Company B. The Mid-Southern board then had an extensive discussion comparing and contrasting the competing proposals and again reviewed Mid-Southern's business plan including a financial analysis were Mid-Southern to remain independent. There was discussion regarding additional due diligence on each of Beacon and Company B, including the fact that Beacon was a privately insured credit union regulated by the State of Indiana. In this regard, the board discussed that Beacon was a well-capitalized credit union with a nearly 100-year history, having been founded in 1931. After extensive review, the Mid-Southern board of directors determined that, based on the proposals, it was in the best interest of Mid-Southern and its shareholders to authorize management to execute the LOI with Beacon and directed management to proceed to negotiate a purchase and assumption agreement with Beacon, consistent with the terms of the LOI.

On November 20, 2023, Mid-Southern countersigned Beacon's LOI which contained an exclusivity period until December 31, 2023. Consistent with the LOI, the parties continued to conduct due diligence over the following weeks.

On December 8, 2023, an initial draft of the P&A Agreement was distributed. The parties negotiated the terms of the P&A Agreement, and ancillary documents, over the following weeks. With diligence and negotiations continuing, Mid-Southern's board met on December 29, 2023 and considered the ongoing challenges to the overall mergers and acquisition market due to the ongoing uncertainty, and Piper Sandler reported that there were no additional parties contacting Piper Sandler with regard to a transaction with Mid-Southern. After further deliberation, the board determined to extend the exclusivity period with Beacon until January 31, 2024.

Between December 29, 2023 and January 24, 2024, the parties continued to negotiate the P&A Agreement. On January 24, 2024, the boards of directors of Mid-Southern and Mid-Southern Bank held a regular meeting, at which legal counsel and representatives of Piper Sandler participated, to consider the approval of the P&A Agreement and the transactions contemplated by it. Before the meeting, management distributed to the boards of directors the P&A Agreement and the financial presentation from Piper Sandler. The board reviewed in detail the terms and conditions of the proposed P&A Agreement, including but not limited to the purchase and assumption structure, the representations, warranties and covenants made by each of the parties, the closing conditions, and the termination rights of the parties. The board also noted the minimum equity capital that Mid-Southern Bank would be required to have at closing (equal to Mid-Southern Bank's total equity as reported on Mid-Southern Bank's November 30, 2023 financial statement, plus $500,000), below which the purchase price would be adjusted downward, and above which the purchase price would be adjusted upward, and the amount of cash Mid-Southern Bank would be allowed to retain at closing. Management noted that the ultimate value received by Mid-Southern's shareholders would depend upon, among other factors, (i) the impact of future operating results on Mid-Southern Bank's minimum equity, (ii) the payout amount for the liquidation accounts, (iii) transaction expenses not paid for by Beacon, and (v) expenses to dissolve Mid-Southern Bank and liquidate Mid-Southern, and noted that the amounts of these items are subject to significant uncertainties. Piper Sandler then reviewed the financial aspects of the transaction and rendered its opinion to Mid-Southern's board of directors to the effect that, as of January 24, 2024 and subject to the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by Piper Sandler as set forth in such opinion, the aggregate consideration to be paid in the Sale Transaction was fair, from a financial point of view, to the holders of Mid-Southern common stock. After considering the proposed terms of the P&A Agreement and related transaction documents, and taking into consideration the matters discussed at the meeting and at prior meetings of the boards of directors, including the prospects for Mid-Southern not to engage in a strategic combination but to rather remain independent, the boards of directors voted unanimously to adopt and approve the P&A Agreement with Beacon in substantially the form presented, to recommend that Mid-Southern's shareholders vote to approve the P&A Agreement, the Sale Transaction and the Company Dissolution, and to authorize Mid-Southern's and Mid-Southern Bank's President and Chief Executive Officer to execute and deliver the P&A Agreement and all ancillary documents on behalf of Mid-Southern and Mid-Southern Bank.

On January 25, 2024, Mid-Southern, Mid-Southern Bank and Beacon executed the P&A Agreement, and on January 25, 2024, Mid-Southern Bank and Beacon issued a joint press release publicly announcing the Sale Transaction.

Mid-Southern's and Mid-Southern Bank's Reasons for Entering into the P&A Agreement, the Bank Asset Sale and the Other Transactions Contemplated Thereby, and Recommendation of Mid-Southern's Board of Directors

Mid-Southern's and Mid-Southern Bank's boards of directors reviewed and discussed the P&A Agreement and the transactions contemplated thereby with management and Mid-Southern's and Mid-Southern Bank's legal counsel and Piper Sandler as Mid-Southern's financial advisor in determining that the P&A Agreement and the transactions contemplated by it are in the best interests of Mid-Southern and its shareholders. In reaching its conclusion to approve the P&A Agreement and the transactions contemplated by it, the boards of directors considered a number of factors. The material factors considered by the boards of directors were as follows:

- Their understanding of the business, operations, financial condition, earnings and future prospects of Mid-Southern and Mid-Southern Bank, including the challenges of management and staff succession and of competing as a small institution with limited resources compared to larger institutions;

- Their recognition of Mid-Southern Bank's need to grow and that the ability to grow organically or through acquisitions was limited;

- The current and prospective environment in the financial services industry, including economic conditions and the interest rate and regulatory environments, the accelerating pace of technological change in the financial services industry, operating costs resulting from regulatory and compliance mandates, scale and marketing expenses, increasing competition from both banks and non-bank financial and financial technology firms, current financial market conditions, current employment market conditions and the likely effects of these factors on Mid-Southern's potential growth, development, productivity and strategic options both with and without the Sale Transaction;

- Beacon's ability to pay the purchase price and obtain regulatory approval for the Bank Asset Sale, taking into account Mid-Southern's and Mid-Southern Bank's due diligence investigation of Beacon;

- The projected amount of distributions to be received by Mid-Southern's shareholders in relation to the market value, book value and earnings per share of Mid-Southern's common stock;

- The solicitation process conducted with the assistance of Piper Sandler, and the boards' belief that a transaction with Beacon offered the best value reasonably available to Mid-Southern and its shareholders;

- That the consideration is all cash, so that the Sale Transaction will provide Mid-Southern's shareholders with certainty regarding the ultimate value of the consideration;

- The approval of the Shareholder Proposal at the Mid-Southern 2023 annual meeting regarding the hiring of an investment banking firm;

- The complementary nature of the respective markets, culture, customers and asset/liability mix of Mid-Southern Bank and Beacon;

- The historical market prices and the current market price of shares of Mid-Southern's common stock;

- The review by the boards of directors, with the assistance of legal counsel, of the terms of the P&A Agreement and the structure of the transactions contemplated by it, including:

    - the taxable nature of the cash to be paid to both Mid-Southern Bank and Mid-Southern shareholders;

- the requirement for Mid-Southern Bank to pay eligible depositors the value of the liquidation accounts, estimated at approximately $6.9 million;

- the provisions of the P&A Agreement that allow Mid-Southern, under limited circumstances, to furnish information to and conduct negotiations with third parties regarding a business combination;

- the provisions of the P&A Agreement that enable Mid-Southern and Mid-Southern Bank to terminate the P&A Agreement to accept a superior proposal, as defined in the P&A Agreement, subject to paying Beacon a $2.2 million cash termination fee;

- The impact of the transactions contemplated by the P&A Agreement on the depositors, employees, customers and communities served by Mid-Southern Bank; and

- In the case of Mid-Southern's board of directors, the opinion, dated January 24, 2024, of Piper Sandler to Mid-Southern's board of directors to the effect that, as of the date thereof, and subject to the procedures followed, assumptions made, matters considered and qualifications and limitations on the review undertaken by Piper Sandler in rendering its opinion, the aggregate consideration to be paid in the Sale Transaction was fair, from a financial point of view, to the holders of Mid-Southern common stock, as more fully described below under " – Opinion of Mid-Southern's Financial Advisor."

Mid-Southern's board of directors also considered potential risks associated with the transactions contemplated by the P&A Agreement in connection with its deliberations of the proposed transaction, including:

- The interests of Mid-Southern's executive officers and directors with respect to the transactions contemplated by the P&A Agreement apart from their interests as shareholders of Mid-Southern, and the risk that these interests might influence their decision with respect to the Sale Transaction. See " – Interests of Certain Persons in the Sale Transaction that are Different from Yours;"

- The risk that the P&A Agreement provision relating to the payment of a termination fee under specified circumstances, although required by Beacon as a condition to entering into a definitive agreement, could discourage other parties that might be interested in a transaction with Mid-Southern and/or Mid-Southern Bank from proposing it;

- The risk that the terms of the P&A Agreement, including provisions relating to the possible downward adjustment to the cash consideration paid to Mid-Southern shareholders pursuant to the minimum equity requirement, could result in lower than expected consideration ultimately received by Mid-Southern's shareholders;

- Uncertainties regarding the amount of cash to be ultimately distributed to Mid-Southern's shareholders as a result of expenses incurred by Mid-Southern;

- The risk that since there have been relatively few transactions in which credit unions have acquired banks, the proposed transaction may not be approved by applicable banking and credit union regulators, or may contain conditions to approval that may make the proposed transaction less appealing to Mid-Southern and its shareholders; and

- The likelihood that a transaction with a credit union would take longer to complete than a merger with a bank.

Mid-Southern's and Mid-Southern Bank's boards of directors evaluated the factors described above and reached consensus that the P&A Agreement and the transactions contemplated thereby were in the best interests of Mid-Southern and its shareholders. Accordingly, the board of directors unanimously approved the P&A Agreement

and unanimously recommends that Mid-Southern shareholders vote "**FOR**" approval of the P&A Agreement and the Bank Asset Sale and "**FOR**" approval of the Company Dissolution.

The foregoing discussion of the information and factors considered by both Mid-Southern's board of directors and Mid-Southern Bank's board of directors is not intended to be exhaustive but constitutes the material factors considered by the boards of directors. In reaching its determination to approve and recommend the P&A Agreement and the Bank Asset Sale, neither Mid-Southern's board of directors nor Mid-Southern Bank's board of directors assigned any relative or specific weights to the foregoing factors, and individual directors may have weighed factors differently. The terms of the P&A Agreement were the product of arm's length negotiations between representatives of Mid-Southern, Mid-Southern Bank and Beacon.

Opinion of Mid-Southern's Financial Advisor

Mid-Southern retained Piper Sandler to act as financial advisor to Mid-Southern's board of directors in connection with Mid-Southern's consideration of a possible business combination. Mid-Southern selected Piper Sandler to act as its financial advisor because Piper Sandler is a nationally recognized investment banking firm whose principal business specialty is financial institutions. In the ordinary course of its investment banking business, Piper Sandler is regularly engaged in the valuation of financial institutions and their securities in connection with mergers and acquisitions and other corporate transactions.

Piper Sandler acted as financial advisor to Mid-Southern's board of directors in connection with the proposed Sale Transaction and participated in certain of the negotiations leading to the execution of the P&A Agreement. At the January 24, 2024 meeting at which Mid-Southern's board of directors considered the Sale Transaction and the P&A Agreement, Piper Sandler delivered to the board of directors its oral opinion, which was subsequently confirmed in writing on January 24, 2024, to the effect that, as of such date, the aggregate consideration to be paid in the Sale Transaction was fair, from a financial point of view, to the holders of Mid-Southern common stock. **The full text of Piper Sandler's opinion is attached as Appendix B to this proxy statement. The opinion outlines the procedures followed, assumptions made, matters considered and qualifications and limitations on the review undertaken by Piper Sandler in rendering its opinion. The description of the opinion set forth below is qualified in its entirety by reference to the full text of the opinion. Holders of Mid-Southern common stock are urged to read the entire opinion carefully in connection with their consideration of the Sale Transaction.**

Piper Sandler's opinion was directed to the board of directors of Mid-Southern in connection with its consideration of the Sale Transaction and the P&A Agreement and does not constitute a recommendation to any shareholder of Mid-Southern as to how any such shareholder should vote at any meeting of shareholders called to consider and vote upon the approval of the Sale Transaction and the P&A Agreement. Piper Sandler's opinion was directed only to the fairness, from a financial point of view, of the aggregate consideration to the holders of Mid-Southern common stock and did not address the underlying business decision of Mid-Southern to engage in the Sale Transaction, the form or structure of the Sale Transaction or any other transactions contemplated in the P&A Agreement, the relative merits of the Sale Transaction as compared to any other alternative transactions or business strategies that might exist for Mid-Southern or Mid-Southern Bank, a wholly-owned subsidiary of Mid-Southern, or the effect of any other transaction in which Mid-Southern might engage. Piper Sandler also did not express any opinion as to the fairness of the amount or nature of the compensation to be received in the Sale Transaction by any Mid-Southern officer, director or employee, or any class of such persons, if any, relative to the compensation to be received by any other shareholder. Piper Sandler's opinion was approved by Piper Sandler's fairness opinion committee.

In connection with its opinion, Piper Sandler reviewed and considered, among other things:

- an execution copy of the P&A Agreement;
- certain publicly available financial statements and other historical financial information of Mid-Southern that Piper Sandler deemed relevant;

- certain publicly available financial statements and other historical financial information of Beacon that Piper Sandler deemed relevant;

- certain internal balance sheet, income statement and dividend projections for Mid-Southern for the year ending December 31, 2024, as well as estimated long-term annual asset and loan growth rates for the years ending December 31, 2025 through December 31, 2028, as provided by the senior management of Mid-Southern;

- the pro forma financial impact of the Sale Transaction on Beacon's capital ratios given the aggregate consideration, as provided by the senior management of Beacon, and certain assumptions relating to Beacon's financing, as provided by the senior management of Beacon;

- the publicly reported historical price and trading activity for Mid-Southern common stock, including a comparison of certain stock market information for Mid-Southern common stock and certain stock indices as well as publicly available information for certain other similar companies, the securities of which are publicly traded;

- a comparison of certain financial information for Mid-Southern with similar financial institutions for which information was publicly available;

- the financial terms of certain recent business combinations in the bank and thrift industry (on a nationwide basis), to the extent publicly available;

- the then current market environment generally and the banking environment in particular; and

- such other information, financial studies, analyses and investigations and financial, economic and market criteria as Piper Sandler considered relevant.

Piper Sandler also discussed with certain members of the senior management of Mid-Southern the business, financial condition, results of operations and prospects of Mid-Southern and held similar discussions with certain members of the management of Beacon and its representatives regarding the business, financial condition, results of operations and prospects of Beacon.

In performing its review, Piper Sandler relied upon the accuracy and completeness of all of the financial and other information that was available to and reviewed by Piper Sandler from public sources, that was provided to Piper Sandler by Mid-Southern, Beacon or their respective representatives, or that was otherwise reviewed by Piper Sandler, and Piper Sandler assumed such accuracy and completeness for purposes of rendering its opinion without any independent verification or investigation. Piper Sandler relied on the assurances of the respective managements of Mid-Southern and Beacon that they were not aware of any facts or circumstances that would have made any of such information inaccurate or misleading. Piper Sandler was not asked to and did not undertake an independent verification of any of such information and Piper Sandler did not assume any responsibility or liability for the accuracy or completeness thereof. Piper Sandler did not make an independent evaluation or perform an appraisal of the specific assets, the collateral securing assets or the liabilities (contingent or otherwise) of Mid-Southern, Mid-Southern Bank or Beacon, nor was Piper Sandler furnished with any such evaluations or appraisals. Piper Sandler rendered no opinion or evaluation on the collectability of any assets or the future performance of any loans of Mid-Southern, Mid-Southern Bank or Beacon. Piper Sandler did not make an independent evaluation of the adequacy of the allowance for credit losses of Mid-Southern Bank or Beacon, or of the combined entity after the Sale Transaction, and Piper Sandler did not review any individual credit files relating to Mid-Southern Bank or Beacon. Piper Sandler assumed, with Mid-Southern's consent, that the respective allowances for credit losses for Mid-Southern Bank and Beacon were adequate to cover such losses and would be adequate on a pro forma basis for the combined entity.

In preparing its analyses, Piper Sandler used certain internal balance sheet, income statement and dividend projections for Mid-Southern for the year ending December 31, 2024, as well as estimated long-term annual asset and loan growth rates for the years ending December 31, 2025 through December 31, 2028, as provided by the senior management of Mid-Southern. Piper Sandler also received and used in its pro forma analyses certain

assumptions relating to Beacon's financing, as provided by the senior management of Beacon. With respect to the foregoing information, the respective senior managements of Mid-Southern and Beacon confirmed to Piper Sandler that such information reflected the best currently available projections and estimates of those respective senior managements as to the future financial performance of Mid-Southern and Beacon, respectively, and Piper Sandler assumed that the future financial performance reflected in such information would be achieved. Piper Sandler expressed no opinion as to such projections or estimates, or the assumptions on which such information was based. Piper Sandler also assumed that there had been no material change in Mid-Southern's, Mid-Southern Bank's or Beacon's assets, financial condition, results of operations, business or prospects since the date of the most recent financial statements made available to Piper Sandler. Piper Sandler assumed in all respects material to its analysis that Mid-Southern, Mid-Southern Bank and Beacon would remain as going concerns for all periods relevant to its analysis.

Piper Sandler also assumed, with Mid-Southern's consent, that (i) each of the parties to the P&A Agreement would comply in all material respects with all material terms and conditions of the P&A Agreement and all related agreements, that all of the representations and warranties contained in such agreements were true and correct in all material respects, that each of the parties to such agreements would perform in all material respects all of the covenants and other obligations required to be performed by such party under such agreements and that the conditions precedent in such agreements were not and would not be waived, (ii) in the course of obtaining the necessary regulatory or third party approvals, consents and releases with respect to the Sale Transaction, no delay, limitation, restriction or condition would be imposed that would have an adverse effect on Mid-Southern, Mid-Southern Bank, Beacon, the Sale Transaction or any related transactions, and (iii) the Sale Transaction and any related transactions would be consummated in accordance with the terms of the P&A Agreement without any waiver, modification or amendment of any material term, condition or agreement thereof and in compliance with all applicable laws and other requirements. Finally, with Mid-Southern's consent, Piper Sandler relied upon the advice that Mid-Southern received from its legal, accounting and tax advisors as to all legal, accounting and tax matters relating to the Sale Transaction and the other transactions contemplated by the P&A Agreement. Piper Sandler expressed no opinion as to any such matters.

Piper Sandler's opinion was necessarily based on financial, economic, regulatory, market and other conditions as in effect on, and the information made available to Piper Sandler as of, the date thereof. Events occurring after the date thereof could materially affect Piper Sandler's opinion. Piper Sandler has not undertaken to update, revise, reaffirm or withdraw its opinion or otherwise comment upon events occurring after the date thereof. Piper Sandler expressed no opinion as to the trading value of Mid-Southern common stock at any time.

In rendering its opinion, Piper Sandler performed a variety of financial analyses. The summary below is not a complete description of all the analyses underlying Piper Sandler's opinion or the presentation made by Piper Sandler to Mid-Southern's board of directors, but is a summary of the material analyses performed and presented by Piper Sandler. The summary includes information presented in tabular format. **In order to fully understand the financial analyses, these tables must be read together with the accompanying text. The tables alone do not constitute a complete description of the financial analyses.** The preparation of a fairness opinion is a complex process involving subjective judgments as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances. The process, therefore, is not necessarily susceptible to a partial analysis or summary description. Piper Sandler believes that its analyses must be considered as a whole and that selecting portions of the factors and analyses to be considered without considering all factors and analyses, or attempting to ascribe relative weights to some or all such factors and analyses, could create an incomplete view of the evaluation process underlying its opinion. Also, no company included in Piper Sandler's comparative analyses described below is identical to Mid-Southern and no transaction is identical to the Sale Transaction. Accordingly, an analysis of comparable companies or transactions involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies and other factors that could affect the public trading values or transaction values, as the case may be, of Mid-Southern and the companies to which it was compared. In arriving at its opinion, Piper Sandler did not attribute any particular weight to any analysis or factor that it considered. Rather, Piper Sandler made qualitative judgments as to the significance and relevance of each analysis and factor. Piper Sandler did not form an opinion as to whether any individual analysis or factor (positive or negative) considered in isolation supported or failed to support its opinion, rather, Piper Sandler made its determination as to the fairness of the aggregate consideration to the holders of Mid-Southern common stock on the basis of its experience and professional judgment after considering the results of all its analyses taken as a whole.

In performing its analyses, Piper Sandler also made numerous assumptions with respect to industry performance, business and economic conditions and various other matters, many of which cannot be predicted and are beyond the control of Mid-Southern, Beacon and Piper Sandler. The analyses performed by Piper Sandler are not necessarily indicative of actual values or future results, both of which may be significantly more or less favorable than suggested by such analyses. Piper Sandler prepared its analyses solely for purposes of rendering its opinion and provided such analyses to Mid-Southern's board of directors at its January 24, 2024 meeting. Estimates on the values of companies do not purport to be appraisals or necessarily reflect the prices at which companies or their securities may actually be sold. Such estimates are inherently subject to uncertainty and actual values may be materially different. Accordingly, Piper Sandler's analyses do not necessarily reflect the value of Mid-Southern common stock or the prices at which Mid-Southern common stock may be sold at any time. The analyses of Piper Sandler and its opinion were among a number of factors taken into consideration by Mid-Southern's board of directors in making its determination to approve the P&A Agreement and the analyses described below should not be viewed as determinative of the decision of Mid-Southern's board of directors with respect to the fairness of the Aggregate Consideration.

Summary of Proposed Transaction Consideration and Implied Transaction Metrics.

Piper Sandler reviewed the financial terms of the proposed Sale Transaction. Pursuant to the terms of the P&A Agreement, at the effective time of the Bank Asset Sale, and subject to the terms and conditions set forth in the P&A Agreement, Mid-Southern Bank will convey, assign, and transfer to Beacon and Beacon will purchase and acquire from Mid-Southern Bank, all of Mid-Southern Bank's right, title, and interest in and to the Assets. Following the consummation of the Bank Asset Sale, (i) Mid-Southern Bank will wind up its business, distribute its remaining assets to Mid-Southern and surrender its banking charter, and (ii) Mid-Southern will dissolve and distribute its assets to the shareholders of Mid-Southern (collectively, the "Post-Closing Transactions," and together with the Bank Asset Sale, the "Sale Transaction"). In consideration for the Assets purchased by Beacon under the P&A Agreement, Beacon will (i) assume the Assumed Liabilities (other than Excluded Liabilities), (ii) pay in cash to Mid-Southern Bank at Closing an amount equal to $45,198,789 ("Purchase Price"), and (iii) allow Mid-Southern Bank to retain the Retained Cash; *provided*, however, the P&A Agreement provides that if the Closing Equity Value is less than $30,711,000 (the "Minimum Equity Value"), then the Purchase Price will be reduced by an amount equal to the difference between the Minimum Equity Value and the Closing Equity Value, and if the Closing Equity Value is more than the Minimum Equity Value, then the Purchase Price will be increased by an amount equal to the difference between the Closing Equity Value and the Minimum Equity Value. At Mid-Southern's direction and with Mid-Southern's consent, Piper Sandler assumed for purposes of its analyses, and based on information provided to Piper Sandler by the senior management of Mid-Southern, (i) that Mid-Southern Bank's Closing Equity Value will be equal to Mid-Southern Bank's equity at December 31, 2023 ("Mid-Southern Bank's Equity"), (ii) certain adjustments for Mid-Southern equity at December 31, 2023 ("Mid-Southern Equity"), (iii) the reversal of certain Mid-Southern Bank allowances for credit losses as of December 31, 2023 (the "ACL Reversal"), (iv) certain estimated taxes to be paid by Mid-Southern at Closing ("Taxes"), (v) certain after-tax transaction related expenses to be borne by Mid-Southern ("Expenses"), and (vi) the value of the Liquidation Accounts (the "Liquidation Balance"). As used herein, "Aggregate Consideration" shall mean (a) the Purchase Price, *plus* (b) Retained Cash, *plus* (c) the adjustment to the Purchase Price in light of Mid-Southern Bank's Equity, *plus* (d) Mid-Southern Equity, *plus* (e) the ACL Reversal, *less* (f) Taxes, *less* (g) Expenses, *less* (h) the Liquidation Balance. Based upon the foregoing, and preliminary financial information for Mid-Southern as of or for the last twelve months ("LTM") ended December 31, 2023, Piper Sandler calculated estimated distributable cash to Mid-Southern shareholders of $47,940,345 which resulted in the following implied transaction metrics:

Transaction Metrics

Transaction Price[1] / LTM Net Income	32.9x
Transaction Price[1] / MRQ Consolidated Tangible Common Equity	133%
Core Deposit Premium[2]	7.1%
Core Deposit Premium[3]	6.5%

Note: Preliminary financial information as of December 31, 2023, as provided by Mid-Southern senior management

1 Represents Estimated Distributable Cash as of December 31, 2023

2 Core deposits defined as total deposits less CDs greater than $100,000

3 Core deposits defined as total deposits less CDs greater than $250,000

Stock Trading History.

Piper Sandler reviewed the publicly available historical reported trading prices of Mid-Southern common stock for the three-year period ended January 12, 2024. Piper Sandler then compared the relationship between the movements in the price of Mid-Southern common stock to movements in Mid-Southern's peer group (as described below) as well as certain stock indices.

Mid-Southern's Three-Year Stock Performance

	Beginning Value January 12, 2021	Change in Value January 12, 2024
Mid-Southern.....	100%	(30.6%)
Mid-Southern Peer Group	100%	(14.3%)
NASDAQ Bank Index……...	100%	(8.2%)
S&P 500 Index……...	100%	25.9%

Comparable Company Analyses.

Piper Sandler used publicly available information to compare selected financial information for Mid-Southern with a group of financial institutions selected by Piper Sandler. The Mid-Southern peer group included publicly traded banks headquartered in Indiana, Kentucky, and Ohio, with total assets between $100 million and $500 million, but excluded targets of announced merger transactions (the "Mid-Southern Peer Group"). The Mid-Southern Peer Group consisted of the following companies:

AMB Financial Corp.
Community Investors Bancorp, Inc.
Diamond Bancshares, Inc.
Eclipse Bancorp, Inc.
Empire Bancshares, Inc.
F&M Bancorp
First Bancshares Inc. (Bellevue, OH)
First Niles Financial, Inc.
FNB, Inc.
HFB Financial Corporation
Hocking Valley Bancshares, Inc.
Home Loan Financial Corporation
Logansport Financial Corp.
Northeast Indiana Bancorp, Inc.
The First Citizens National Bank of Upper Sandusky
Third Century Bancorp
VWF Bancorp, Inc.

The analysis compared preliminary financial information for Mid-Southern as of December 31, 2023, as provided by the senior management of Mid-Southern, with corresponding data for the Mid-Southern Peer Group as of or for the last-twelve-months ended September 30, 2023 (unless otherwise noted) with pricing data as of January 12, 2024. The table below sets forth the data for Mid-Southern and the median, mean, low and high data for the Mid-Southern Peer Group. Certain financial data prepared by Piper Sandler, as referenced in the table presented below, may not correspond to the data presented in Mid-Southern's historical financial statements as a result of the different periods, assumptions and methods used by Piper Sandler to compute the financial data presented.

Mid-Southern Comparable Company Analysis

	Mid-Southern[1]	Mid-Southern Peer Group Median	Mean	Low	High
Total assets ($mm)	269	291	305	150	499
Loans / Deposits[2] (%)	72.3	84.4	87.4	62.3	136.6
Loan loss reserves / Gross loans[2] (%)	1.49	1.17	1.16	0.47	1.71
Non-performing assets[3 4] / Total assets (%)	0.43	0.25	0.34	0.02	1.26
Tangible common equity/Tangible assets (%)	13.38	7.35	7.94	2.02	17.47
Tier 1 Leverage Ratio[5] (%)	16.07	10.73	10.74	8.21	17.43
Total RBC Ratio[6 7] (%)	--	14.05	13.77	11.11	15.56
LTM Return on average assets[8] (%)	0.55	0.72	0.69	(0.70)	1.89
LTM Return on average equity[8] (%)	4.3	10.1	9.6	(3.7)	18.5
LTM Net interest margin[9] (%)	2.85	3.39	3.31	2.34	4.62
LTM Efficiency ratio[8] (%)	85.1	75.5	76.4	49.1	105.4
Price / Tangible book value (%)	83	92	94	58	138
Price / LTM Earnings per share[10] (x)	20.5	8.6	9.5	4.7	16.7
Current Dividend Yield (%)	2.3	2.9	3.1	0.0	7.7
Market value ($mm)	30	19	21	8	46

1 Preliminary financial information as of December 31, 2023 as provided by Mid-Southern senior management
2 Bank-level, regulatory financial data for First Bancshares Inc. (Bellevue, OH)
3 Nonperforming assets defined as nonaccrual loans and leases, renegotiated loans and leases, and real estate owned
4 Bank-level, regulatory financial data for Eclipse Bancorp, Inc., Hocking Valley Bancshares, Inc., Third Century Bancorp, First Bancshares Inc. (Bellevue, OH), Home Loan Financial Corporation, Community Investors Bancorp, Inc., FNB, Inc., F&M Bancorp, VWF Bancorp, Inc., Diamond Bancshares, Inc.
5 Bank-level, regulatory financial data for Mid-Southern, Eclipse Bancorp, Inc., AMB Financial Corp., Hocking Valley Bancshares, Inc., Third Century Bancorp, First Bancshares Inc. (Bellevue, OH), Home Loan Financial Corporation, Community Investors Bancorp, Inc., FNB, Inc., F&M Bancorp, Diamond Bancshares, Inc.
6 Bank-level, regulatory financial data for AMB Financial Corp., Third Century Bancorp, Home Loan Financial Corporation, Community Investors Bancorp, Inc., F&M Bancorp, Diamond Bancshares, Inc.
7 Total RBC ratio not appliable to Eclipse Bancorp, Inc., First Citizens National Bank of Upper Sandusky, Hocking Valley Bancshares, Inc., First Bancshares Inc. (Bellevue, OH), FNB, Inc., Logansport Financial Corp., VWF Bancorp, Inc., Empire Bancshares, Inc., First Niles Financial, Inc.
8 Bank-level, regulatory financial data for Eclipse Bancorp, Inc., Hocking Valley Bancshares, Inc., FNB, Inc., F&M Bancorp, Diamond Bancshares, Inc.
9 Bank-level, regulatory financial data for Eclipse Bancorp, Inc., Hocking Valley Bancshares, Inc., First Bancshares Inc. (Bellevue, OH), FNB, Inc., F&M Bancorp, Diamond Bancshares, Inc.
10 Excludes Price / LTM Earnings per share multiples for Eclipse Bancorp, Inc. and VWF Bancorp, Inc. due to being greater than 30.0x or less than 0.0x

Analysis of Precedent Transactions.

Piper Sandler reviewed a group of recent merger and acquisition transactions. The group consisted of nationwide bank and thrift transactions announced between January 1, 2022 and January 16, 2024, with seller tangible common equity / tangible assets greater than 10.00% and seller total assets between $100 million and $600 million at announcement (the "Nationwide Precedent Transactions"). The Nationwide Precedent Transactions group excluded transactions with undisclosed deal value.

The Nationwide Precedent Transactions group was composed of the following transactions:

Acquiror	Target
Equity Bancshares, Inc.	Rockhold Bancorp
LCNB Corp.	Eagle Financial Bancorp, Inc.
MC Bancshares, Inc.	Heritage NOLA Bancorp, Inc.
Piedmont Financial Holding Co.	Wake Forest Bancshares, Inc.
LCNB Corp.	Cincinnati Bancorp, Inc.
CrossFirst Bankshares, Inc.	Canyon Bancorporation, Inc.
Mid Penn Bancorp, Inc.	Brunswick Bancorp
First Community Bankshares Inc.	Surrey Bancorp
Republic Bancorp, Inc.	CBank
The Bank of Princeton	Noah Bank
SR Bancorp, Inc.	Regal Bancorp, Inc.
Ameri Financial Group, Inc.	Lake Area Bank
Middlefield Banc Corp.	Liberty Bancshares, Inc (Ada, OH)
Cambridge Bancorp	Northmark Bank
Southern Bancorp, Inc	FCB Financial Services, Inc
Rosedale FS&LA	CBM Bancorp, Inc.

Using the latest publicly available information prior to the announcement of the relevant transaction, Piper Sandler reviewed the following transaction metrics: transaction price to last-twelve-months earnings per share, transaction price to tangible book value per share, and core deposit premium. Piper Sandler compared the indicated transaction metrics for the Sale Transaction to the median, mean, low and high metrics of the Nationwide Precedent Transactions group.

		Nationwide Precedent Transactions			
	Beacon/ Mid-Southern[1]	Median	Mean	Low	High
Sale Transaction Price / LTM Earnings Per Share (x)[2]	32.9[3]	17.1	15.7	4.3	27.1
Sale Transaction Price / Tangible Book Value Per Share (%)	133[3]	121	123	71	207
Core Deposit Premium (%)[4]	7.1	4.2	4.5	(4.9)	15.9

1 Preliminary financial information for Mid-Southern as of December 31, 2023, as provided by Mid-Southern senior management
2 Excludes Transaction Price / LTM Earnings Per Share multiples for LCNB Corp./Eagle Financial Bancorp, Inc., MC Bancshares, Inc./Heritage NOLA Bancorp, Inc., Rosedale FS&LA/CBM Bancorp, Inc. due to being greater than 35.0x or less than 0.0x
3 Sale Transaction Price represents Estimated Distributable Cash as of December 31, 2023
4 Core deposits defined as total deposits less CDs greater than $100,000

Net Present Value Analyses.

Piper Sandler performed an analysis that estimated the net present value of Mid-Southern common stock assuming Mid-Southern performed in accordance with certain internal balance sheet, income statement and dividend projections for Mid-Southern for the year ending December 31, 2024, as well as estimated long-term annual asset and loan growth rates for the years ending December 31, 2025 through December 31, 2028, as provided by the senior management of Mid-Southern. To approximate the terminal value of Mid-Southern common stock at December 31, 2028, Piper Sandler applied price to 2028 earnings multiples ranging from 6.0x to 11.0x and multiples of 2028 tangible book value ranging from 70% to 130%. The terminal values were then discounted to present values using different discount rates ranging from 10.0% to 14.0%, which were chosen to reflect different assumptions regarding required rates of return of holders or prospective buyers of Mid-Southern common stock. As illustrated in the following tables, the analysis indicated an imputed range of aggregate values of Mid-Southern

common stock of $17,861,000 to $26,217,000 when applying multiples of earnings and $20,598,000 to $32,438,000 when applying multiples of tangible book value.

Earnings Multiples
($ in thousands)

Discount Rate	6.0x	7.0x	8.0x	9.0x	10.0x	11.0x
10.0%	$21,136	$22,152	$23,169	$24,185	$25,201	$26,217
11.0%	$20,252	$21,223	$22,194	$23,165	$24,137	$25,108
12.0%	$19,413	$20,341	$21,270	$22,199	$23,127	$24,056
13.0%	$18,617	$19,505	$20,393	$21,281	$22,170	$23,058
14.0%	$17,861	$18,711	$19,561	$20,411	$21,261	$22,111

Tangible Book Value Multiples
($ in thousands)

Discount Rate	70%	85%	100%	115%	130%
10.0%	$24,408	$26,416	$28,423	$30,431	$32,438
11.0%	$23,379	$25,297	$27,216	$29,135	$31,054
12.0%	$22,403	$24,237	$26,072	$27,906	$29,741
13.0%	$21,477	$23,231	$24,986	$26,741	$28,496
14.0%	$20,598	$22,277	$23,956	$25,635	$27,315

Piper Sandler also considered and discussed with the Mid-Southern board of directors how this analysis would be affected by changes in the underlying assumptions, including variations with respect to earnings. To illustrate this impact, Piper Sandler performed a similar analysis, assuming Mid-Southern's earnings varied from 20% above projections to 20% below projections. This analysis resulted in the following range of aggregate values for Mid-Southern's common stock, applying the price to 2028 earnings multiples range of 6.0x to 11.0x referred to above and a discount rate of 12.26%.

Earnings Multiples
($ in thousands)

Annual Estimate Variance	6.0x	7.0x	8.0x	9.0x	10.0x	11.0x
(20.0%)	$18,102	$18,836	$19,571	$20,305	$21,039	$21,774
(10.0%)	$18,653	$19,479	$20,305	$21,131	$21,957	$22,784
0.0%	$19,203	$20,121	$21,039	$21,957	$22,875	$23,793
10.0%	$19,754	$20,764	$21,774	$22,784	$23,793	$24,803
20.0%	$20,305	$21,407	$22,508	$23,610	$24,711	$25,813

Piper Sandler noted that the net present value analysis is a widely used valuation methodology, but the results of such methodology are highly dependent upon the numerous assumptions that must be made, and the results thereof are not necessarily indicative of actual values or future results.

Pro Forma Results and Capital Ratios.

Piper Sandler analyzed certain potential pro forma effects of the Sale Transaction on Beacon's capital ratios given the Aggregate Consideration, as provided by the senior management of Beacon, and certain assumptions relating to Beacon's financing, as provided by the senior management of Beacon. The analysis indicated that as of December 31, 2023, the Sale Transaction would maintain Beacon's net worth ratio in excess of the regulatory guidelines for "well-capitalized" status. In connection with its pro forma analysis, Piper Sandler considered and discussed with the Mid-Southern board of directors how the results thereof are not necessarily indicative of actual

values or future results. The actual results achieved by the combined company may vary from projected results and the variations may be material.

Piper Sandler's Relationship.

Piper Sandler is acting as Mid-Southern's financial advisor in connection with the Sale Transaction and will receive a fee for such services in an amount equal to between 1.35% and 1.50% of the Aggregate Consideration (the exact percentage of which is based on the amount of the Aggregate Consideration), adjusted for the extinguishment of the Mid-Southern employee stock ownership plan, which fee is contingent upon the closing of the Sale Transaction. At the time of announcement of the Sale Transaction, Piper Sandler's fee was approximately $775,000. Piper Sandler also received a $200,000 fee from Mid-Southern upon rendering its opinion, which opinion fee will be credited in full towards the advisory fee which will become payable to Piper Sandler upon closing of the Sale Transaction. Mid-Southern has also agreed to indemnify Piper Sandler against certain claims and liabilities arising out of Piper Sandler's engagement and to reimburse Piper Sandler for certain of its out-of-pocket expenses incurred in connection with Piper Sandler's engagement.

In the two years preceding the date of Piper Sandler's opinion Piper Sandler did not provide any other investment banking services to Mid-Southern or Mid-Southern Bank for which Piper Sandler received compensation. Piper Sandler did not provide any investment banking services to Beacon in the two years preceding the date of its opinion for which Piper Sandler received compensation. In the ordinary course of Piper Sandler's business as a broker-dealer, Piper Sandler may purchase securities from and sell securities to Mid-Southern, Mid-Southern Bank and Beacon. Piper Sandler may also actively trade the equity and debt securities of Mid-Southern for Piper Sandler's account and for the accounts of Piper Sandler's customers.

Material U.S. Federal Income Tax Consequences of the Sale Transaction

The following summary discusses the material anticipated U.S. federal income tax consequences of the Sale Transaction to a holder of shares of Mid-Southern common stock who surrenders all of his, her or its shares of common stock for cash in connection with the Sale Transaction. The discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations, Internal Revenue Service rulings and judicial and administrative decisions in effect as of the date of this proxy statement. This discussion is limited to U.S. residents and citizens who hold their shares as capital assets for U.S. federal income tax purposes within the meaning of Code Section 1221 (generally, assets held for investment). No attempt has been made to comment on all U.S. federal income tax consequences of the Sale Transaction that may be relevant to holders of shares of Mid-Southern common stock. This discussion also does not address all of the tax consequences that may be relevant to a particular person or the tax consequences that may be relevant to persons subject to special treatment under U.S. federal income tax laws (including, among others, financial institutions, tax-exempt organizations, dealers in securities or foreign currencies, entities that are treated for federal income tax purposes as partnerships or other pass-through entities, insurance companies or employees who acquired the stock pursuant to the exercise of employee stock options or otherwise as compensation). In addition, this discussion does not address any aspects of state, local, non-U.S. taxation or U.S. federal taxation other than income taxation. No ruling has been requested from the IRS regarding the U.S. federal income tax consequences of the Sale Transaction. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the U.S. federal income tax consequences set forth below.

Shareholders should consult their tax advisors as to the U.S. federal income tax consequences of the Sale Transaction, as well as the effects of state, local, non-U.S. tax laws and U.S. tax laws other than income tax laws.

Tax Treatment of Mid-Southern Shareholders. A Mid-Southern shareholder who receives one or more cash payments in exchange for shares of Mid-Southern common stock will recognize a gain or loss for federal income tax purposes equal to the difference between the cash received and such shareholder's tax basis in Mid-Southern common stock surrendered in exchange for the cash. Such gain or loss will be a capital gain or loss, provided that such shares were held as capital assets of Mid-Southern shareholder at the effective time of the Company Dissolution. Such gain or loss will be long-term capital gain or loss if Mid-Southern shareholder's holding period is more than one year. The Code contains limitations on the extent to which a taxpayer may deduct capital losses from ordinary income.

Backup Withholding. Unless an exemption applies under the backup withholding rules of Code Section 3406, the exchange agent shall be required to withhold, and will withhold, 24% of any cash payments to which a Mid-Southern shareholder is entitled pursuant to the Sale Transaction, unless Mid-Southern shareholder signs the substitute Internal Revenue Service Form W-9 enclosed with the letter of transmittal sent by the exchange agent. Unless an applicable exemption exists and is proved in a manner satisfactory to the exchange agent, this completed form provides the information, including Mid-Southern shareholder's taxpayer identification number, and certification necessary to avoid backup withholding.

Tax Treatment to Mid-Southern Bank. The Bank Asset Sale will be a taxable transaction to Mid-Southern Bank for U.S. federal income tax purposes, and Mid-Southern Bank anticipates that the Bank Asset Sale will give rise to net gain recognition for U.S. federal income tax purposes.

The Bank Asset Sale will not be taxable to Mid-Southern's shareholders, although as discussed above, distributions made by Mid-Southern to its shareholders of the proceeds from the Bank Asset Sale and Mid-Southern's other remaining assets as part of the Company Dissolution will be a taxable event to shareholders.

The above summary of certain federal income tax consequences in connection with the Sale Transaction is not intended as a substitute for careful tax planning, is for general informational purposes only and is not tax advice. In addition to the federal income tax consequences discussed above, consummation of the Sale Transaction may have significant state and local income tax consequences that are not discussed in this proxy statement. Accordingly, persons considering the Sale Transaction should consult their tax advisors with specific reference to the effect of their own particular facts and circumstances on the matters discussed in this proxy statement.

Mid-Southern Shareholders Have Dissenters' Rights

Pursuant to Chapter 44 of the Indiana Business Corporation Law ("IBCL"), Mid-Southern's shareholders have dissenters' rights with respect to the Sale Transaction. Chapter 44 of the IBCL authorizes a Mid-Southern shareholder to demand payment in cash for the "fair value" of his or her shares of Mid-Southern common stock before the shareholder vote is taken on the Bank Asset Sale. In this regard, Chapter 44 defines "fair value" to mean the value of the dissenting shareholder's shares immediately before the effectuation of the Bank Asset Sale, excluding any appreciation or depreciation in the value of the shares in anticipation of the Bank Asset Sale unless a court determines that such exclusion would be inequitable. Pursuant to the procedures set forth in Chapter 44, the "fair value" of the shares is to be agreed upon by the dissenting shareholder and the corporation, unless no agreement can be reached, in which case the "fair value" of the shares will be determined by a court. The term "fair value" as used for purposes of Chapter 44 does not imply, and should not be construed as meaning, that the consideration to be paid by Beacon in the Bank Asset Sale and the consideration ultimately paid to the shareholders of Mid-Southern in the Sale Transaction is anything other than adequate and in the best interests of Mid-Southern's shareholders. Investment banker opinions as to the fairness from a financial point of view of the consideration payable in a transaction such as the proposed transaction are not opinions as to and do not address "fair value" for purposes of Chapter 44.

To claim dissenters' rights, a Mid-Southern shareholder who desires to exercise his or her rights as a dissenting shareholder must:

1. before the vote on the Bank Asset Sale is taken at the annual meeting, deliver to Mid-Southern written notice of his or her intent to demand payment for his or her shares if the Bank Asset Sale is effectuated; and

2. not vote in favor of the Bank Asset Sale in person or by proxy at the annual meeting.

If the Bank Asset Sale is approved by Mid-Southern's shareholders, Mid-Southern will send a notice of dissenters' rights to those Mid-Southern shareholders satisfying the above conditions within 10 days after the annual meeting date. The notice will state the procedures the dissenting Mid-Southern shareholders must follow to further exercise their dissenters' rights in accordance with Chapter 44 of the IBCL.

Mid-Southern shareholders who execute and return their proxies but do not specify a choice on the Bank Asset Sale proposal will be deemed to have voted "For" the Bank Asset Sale, and accordingly to have waived their dissenters' rights, unless they revoke the proxy prior to it being voted.

A Mid-Southern shareholder who does not deliver timely written notice of his or her intent to demand payment for his or her shares will not be entitled to dissenters' rights under Chapter 44 of the IBCL even if he or she votes against the Bank Asset Sale or refrains from voting.

Upon consummation of the Sale Transaction, Mid-Southern will pay each dissenting shareholder who has complied with all the requirements of Chapter 44 of the IBCL and of the notice, Mid-Southern's estimate of the fair value of the shares as of the time immediately prior to the Bank Asset Sale, excluding any appreciation in value in anticipation of the Bank Asset Sale. The determination of the estimate of "fair value" will be based on the value of such shares of Mid-Southern common stock as of the last business day immediately prior to the effective time of the Bank Asset Sale and will be determined by Mid-Southern's board of directors.

Dissenters can object to the fair value by stating their estimate of the fair value and demanding payment of the additional amount claimed as fair value within 30 days after Mid-Southern makes or offers payment for the dissenters' shares. Mid-Southern can elect to agree to the dissenters' fair value demand or can commence an action in the Circuit or Superior Court of Washington County, Indiana, within 60 days after receiving the demand for payment for a judicial determination of the fair value. The court can appoint appraisers to determine the fair value. The costs of the proceeding, including compensation and expenses of the appraisers, counsel for the parties, and experts, will be assessed against all parties to the action in such amounts as the court finds equitable. Each dissenter who is made a party to the action will be entitled to receive the amount, if any, by which the court finds the fair value of the dissenter's shares, plus interest, exceeds the amount paid by Mid-Southern.

See the full text of Chapter 44 set forth in Appendix D to this proxy statement.

THIS SUMMARY OF THE DISSENTERS' RIGHTS OF MID-SOUTHERN'S SHAREHOLDERS DOES NOT PURPORT TO BE COMPLETE AND IS QUALIFIED IN ITS ENTIRETY BY THE STATUTORY PROVISIONS ATTACHED TO THIS PROXY STATEMENT AS APPENDIX D. ANY INDIVIDUAL CONSIDERING EXERCISING RIGHTS OF DISSENT SHOULD CAREFULLY READ AND CONSIDER THE INFORMATION DISCLOSED IN APPENDIX D AND CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS BEFORE EXERCISING RIGHTS OF DISSENT.

Interests of Certain Persons in the Sale Transaction that are Different from Yours.

In considering the recommendations of the board of directors of Mid-Southern, you should be aware that Mid-Southern's executive officers and directors are parties to certain compensation arrangements that give them financial interests in the Sale Transaction that are different from, or in addition to, the interests of Mid-Southern shareholders generally, which are described below. Mid-Southern's board of directors was aware of these interests and considered them, among other matters, in approving the P&A Agreement and the transactions contemplated thereby. This discussion does not include the value of benefits in which the executive officer is vested without regard to the occurrence of a change in control.

Payments Under Employment Agreement and Change in Control Agreements. Mid-Southern Bank is a party to an executive employment agreement with Alexander G. Babey, Chief Executive Officer and President of Mid-Southern and Mid Southern Bank. Under the executive employment agreement, if Mr. Babey's employment is terminated following the Bank Asset Sale because of (a) a voluntary termination within 60 days to 90 days after the Bank Asset Sale, (b) an involuntary termination by Mid-Southern Bank (other than for cause) within two years following the Bank Asset Sale, or (c) a voluntary termination for "good reason" (as defined in the executive employment agreement) within two years following the Bank Asset Sale, Mr. Babey would be entitled to a severance payment in the form of a cash lump sum equal to two times the average of his total taxable compensation from Mid-Southern Bank includable in taxable income for the five-year calendar years preceding the effective date of the Bank Asset Sale, payable within 30 days following his date of termination of employment. Based on the foregoing, the cash payment under the employment agreement for Mr. Babey would be approximately $413,474.

Mid-Southern Bank is also a party to individual change in control severance agreements with each of James O. King, III, Executive Vice President and Senior Loan Officer of Mid-Southern Bank, Erica B. Schmidt, Executive Vice President and Chief Financial Officer of Mid-Southern Bank, and Thomas A. Lamb, Senior Vice President and Head of Retail of Mid-Southern Bank. Under the change in control severance agreements for Ms. Schmidt and Mr. Lamb, if, within 12 months following the Bank Asset Sale, the executive experiences an involuntary termination (as defined in the change in control severance agreements), Ms. Schmidt would be entitled to a severance payment in the form of a cash lump sum equal to 150% of her annual base salary and Mr. Lamb would be entitled to a severance payment in the form of a cash lump sum equal to his annual base salary, payable within 25 days following the executive's date of termination of employment. Based on the foregoing, the cash payment under the change in control agreements for Ms. Schmidt and Mr. Lamb would be approximately $194,529 and $135,633, respectively.

Under the change in control severance agreement for Mr. King, if Mr. King's employment is terminated following the Bank Asset Sale because of (a) a voluntary termination within 60 days to 90 days after the Bank Asset Sale, (b) an involuntary termination by Mid-Southern Bank (other than for cause) within two years following the Bank Asset Sale, or (c) a voluntary termination for "good reason" (as defined in the change in control severance agreement) within two years following the Bank Asset Sale, Mr. King would be entitled to a severance payment in the form of a cash lump sum equal to his annual base salary, payable within 60 days following his date of termination of employment. Based on the foregoing, the cash payment under the change in control severance agreement for Mr. King would be approximately $212,000.

Consulting Agreement. Concurrent with the signing of the P&A Agreement, Alexander G. Babey entered into a consulting agreement with Beacon, to be effective as of the effective time of the Bank Asset Sale. Under the consulting agreement, Mr. Babey will provide consulting services to Beacon, including providing assistance in connection with the conversion of Beacon's core system and other transition related projects and tasks. The term of the consulting agreement is six months after the effective date of the Bank Asset Sale. In exchange for the consulting services, Mr. Babey will receive a consulting fee of $26,000 per month.

Employee Stock Ownership Plan. The Mid-Southern Bank ESOP is a tax-qualified plan that covers substantially all of the employees of Mid-Southern Bank who have at least one year of service and have attained age 21. The ESOP received a loan from Mid-Southern, the proceeds of which were used to acquire shares of Mid-Southern's common stock for the benefit of plan participants. The ESOP has pledged the shares acquired with the loan as collateral for the loan and holds the shares in a suspense account, releasing them to participants' accounts as the loan is repaid with contributions to the ESOP from Mid-Southern Bank. At or prior to the Bank Asset Sale, the outstanding balance of the ESOP loan will be repaid by the ESOP by returning a sufficient number of unallocated shares of Mid-Southern's common stock to Mid-Southern in satisfaction of the loan payment. Following the repayment of the loan, any excess assets in the suspense account will be allocated to participants, as earnings, based on their proportionate account balances, in accordance with the terms of the ESOP. All of Mid-Southern's common stock in the ESOP allocated to the accounts of the ESOP participants will be exchanged for the per share consideration received by shareholders in the Sale Transaction. At or prior to the effective time of the Bank Asset Sale, the ESOP will be terminated, all participants' accounts will become fully vested and any shares of Mid-Southern's common stock and/or cash held by the ESOP will be distributed to participants.

Grants Under Mid-Southern's Equity Incentive Plans. Consummation of the Bank Asset Sale is considered a "change in control" of Mid-Southern under the provisions of Mid-Southern's 2010 and 2019 Equity Incentive Plans. Upon a change in control all unvested stock options and restricted stock awards will be fully earned and vested. As of the date of the P&A Agreement, January 25, 2024, 79,237 stock options (6,534 unvested) held by the executive officers and directors were outstanding, with an average exercise price of $13.39. At the effective time of the Bank Asset Sale, each unexercised stock option, whether vested or unvested, will be cancelled in exchange for the right to receive a cash payment equal to the positive difference between the per share consideration and the applicable stock option exercise price; provided; however, that any stock option with an exercise price that exceeds the per share consideration will be cancelled without any consideration or payment. As of the date of the P&A Agreement, January 25, 2024, 15,831 shares of restricted stock held by executive officers and directors were outstanding. Mid-Southern's common stock is quoted on the OTCQX Market under the symbol "MSVB". At the effective time of the Bank Asset Sale, each share of restricted stock will automatically vest and be exchanged for the per share consideration on the same terms as all other outstanding shares Mid-Southern common stock.

Indemnification. Pursuant to the P&A Agreement, Beacon has agreed that, for a period of six years following the effective time of the completion of the Bank Asset Sale, it will indemnify, defend and hold harmless each present and former director or officer of Mid-Southern and Mid-Southern Bank to the fullest extent such person would have been indemnified pursuant to Mid-Southern Bank's charter or bylaws or Mid-Southern's articles of incorporation and bylaws and applicable law and Beacon will also advance expenses to an indemnified party.

Directors' and Officers' Insurance. Beacon has further agreed, for a period of six years after the completion of the Bank Asset Sale, to maintain the current directors' and officers' liability insurance policies covering the officers and directors of Mid-Southern with respect to matters occurring at or before the effective time of the Sale Transaction. Beacon is not required to spend, in the aggregate, more than 150% of the annual premiums currently paid by Mid-Southern Bank for its current directors' and officers' liability insurance coverage.

Regulatory Approvals

General. Mid-Southern Bank and Beacon have agreed to use all reasonable efforts to obtain all permits, consents, approvals and authorizations of all governmental entities that are necessary or advisable to consummate the Sale Transaction, including the Bank Asset Sale. This includes the approval or non-objection of the FDIC, the IDFI, the OCC and the FRB. The Sale Transaction cannot be completed without such approvals and non-objections. Neither Beacon, Mid-Southern Bank nor Mid-Southern can provide any assurance as to whether they will obtain the required regulatory approvals and non-objections, when such approvals will be received, or whether there will be conditions in the approvals that are unacceptably burdensome to Beacon. There is also no assurance that the U.S. Department of Justice or any state attorney general will not attempt to challenge the Bank Asset Sale on antitrust grounds, or what the outcome will be if such a challenge is made.

We are not aware of any material governmental approvals or actions that are required before the Sale Transaction other than those described below.

IDFI. The Bank Asset Sale is subject to approval of the IDFI. Beacon is filing the applications or notice materials necessary to obtain the approval of the IDFI.

FDIC. The FDIC must approve the Bank Asset Sale, as well as the termination of deposit insurance before the Bank Liquidation. Mid-Southern Bank is filing the application necessary to obtain the FDIC's approval of the Bank Asset Sale and will file with the FDIC all materials necessary to terminate Mid-Southern Bank's FDIC insurance following the close of the transaction.

The FDIC may not approve any transaction that would result in a monopoly or otherwise substantially lessen competition or restrain trade, unless it finds that the anti-competitive effects of the transaction are clearly outweighed by the public interest. In addition, Federal law requires publication of notice of, and the opportunity for public comment on, the applications submitted by Mid-Southern Bank for approval of the Bank Asset Sale and authorizes the FDIC to hold a public hearing in connection with the applications if it determines that such a hearing would be appropriate. Any such hearing or comments provided by third parties could prolong the period during which the application is subject to review. In addition, under federal law, a period of 30 days must expire following approval by the FDIC within which period the U.S. Department of Justice may file objections to the Bank Asset Sale under the federal antitrust laws. This waiting period may be reduced to 15 days if the U.S. Department of Justice has not provided any adverse comments relating to the competitive factors of the transaction. If the U.S. Department of Justice were to commence an antitrust action, that action would stay the effectiveness of the FDIC approval of the Bank Asset Sale unless a court specifically orders otherwise. In reviewing the Bank Asset Sale, the U.S. Department of Justice could analyze the Bank Asset Sale's effect on competition differently than the FDIC, and thus it is possible that it could reach a different conclusion than the FDIC regarding the Bank Asset Sale's competitive effects.

OCC. The Sale Transaction requires Mid-Southern Bank to obtain the approval of the OCC in connection with the Bank Liquidation. Mid-Southern Bank is filing with the OCC a Voluntary Liquidation Notice, including its proposed Plan of Liquidation.

FRB. Mid-Southern will file with the FRB, if required, application and notice materials for the distribution from Mid-Southern Bank to Mid-Southern as part of the Bank Liquidation, for any other distributions from Mid-

Southern Bank to Mid-Southern that may occur as part of the Sale Transaction, and to deregister Mid-Southern as a savings and loan holding company. Mid-Southern Bank and Mid-Southern must also comply with FRB rules and policies with respect to any payments that may be made to eligible depositors by Mid-Southern Bank in satisfaction of the Liquidation Accounts, as further discussed below under " – Liquidation Accounts."

Liquidation Accounts

In connection with Mid-Southern Bank's second-step conversion in 2018, Mid-Southern and Mid-Southern Bank established Liquidation Accounts as required by applicable FRB rules and as provided for in the plan of conversion of Mid-Southern, M.H.C., Mid-Southern Bank's former parent mutual holding company. Sub-accounts under the Liquidation Accounts (the "liquidation sub-accounts") were established for certain eligible depositors at the time of the second-step conversion. These sub-accounts reflect eligible depositors' interests in the Liquidation Accounts. The Sale Transaction constitutes a "liquidation" of Mid-Southern Bank that will require that eligible depositors be paid the value of their liquidation sub-accounts.

Consideration to be Received by Shareholders

Overview. Following the Bank Asset Sale, the Purchase Price will be distributed to Mid-Southern along with any other assets remaining after Mid-Southern Bank pays, or provides for the payment of, all of its liabilities as part of the Bank Liquidation. Mid-Southern's assets will then be distributed to Mid-Southern's shareholders as part of the Company Dissolution. Amounts that will be available for distribution to Mid-Southern in the Bank Liquidation and distributed to the shareholders in the Company Dissolution will depend on the amount of any adjustment to the Purchase Price as well as the amount of expenses and other costs incurred after the Bank Asset Sale that are described below under "– Other Factors That May Reduce Shareholder Consideration."

Based on currently available information and assuming no adjustment of the Purchase Price as described below, Mid-Southern estimates that its shareholders will receive between $15.00 and $17.00 in cash in the Sale Transaction for each share of Mid-Southern common stock that they own. *This estimated consideration per share is based on numerous assumptions and is subject to change.* Factors that could cause the per share consideration to change include adjustments to the Purchase Price in the Bank Asset Sale, as well as anticipated and unanticipated expenses and liabilities that arise during the sale and dissolution process.

Bank Asset Sale. In the Bank Asset Sale, Beacon will purchase substantially all of Mid-Southern Bank's assets and assume substantially all of Mid-Southern Bank's liabilities (including all deposit liabilities). As consideration for the Bank Asset Sale, Beacon has agreed to pay Mid-Southern Bank $45,198,789 in cash and Mid-Southern Bank will retain $10.0 million of its cash to pay for expenses in connection with the Sale Transaction. The Purchase Price is subject to possible upward or downward adjustment as described further below.

Generally, in a purchase and assumption transaction as the Bank Asset Sale, Mid-Southern Bank would be required to pay U.S. federal income tax on any net gain it recognizes in the transaction.

Purchase Price Adjustment. The P&A Agreement provides that the Purchase Price may be decreased if Mid-Southern Bank's "Closing Equity Value" is less than $30,711,000. The P&A Agreement also provides that the Purchase Price may be increased if Mid-Southern Bank's "Closing Equity Value" is more than $30,711,000. Any such decrease or increase would be on a dollar-for-dollar basis. Closing Equity Value is defined as Mid-Southern Bank's "total equity" as estimated as of the closing date and calculated in accordance with GAAP, and as would be reported as total bank equity capital on line 27a on Mid-Southern Bank's Call Report, calculated as of the close of business on the closing date. For purposes of calculating Closing Equity Value, any "termination expenses" paid or accrued by Mid-Southern Bank or Mid-Southern will not be deducted against the Closing Equity Value. "Termination Expenses" means all expenses, except for the Retained Cash Items (as described below) paid by Mid-Southern Bank in connection with the amendment or termination of contracts prior to closing at the request of Beacon.

Although Mid-Southern Bank expects that its total equity will at the time of closing meet or exceed $30,711,000, any unexpected losses incurred by Mid-Southern Bank could cause its total equity to fall below the Closing Equity Value, resulting in a decrease in the Purchase Price.

Liquidation Account Costs. The Sale Transaction is considered a "liquidation" of Mid-Southern Bank and will require that the liquidation sub-accounts be paid out by Mid-Southern or Mid-Southern Bank. Beacon has agreed to permit Mid-Southern Bank to retain $10.0 million in cash (the "Retained Cash" and as described further below) to pay for certain expenses in connection with the Sale Transaction, including for payment of liquidation sub-accounts. Mid-Southern Bank has currently estimated that total payments of the liquidation sub-accounts will be approximately $6.9 million. However, it is possible that payments of the liquidation sub-accounts will exceed $6.9 million. If certain expenses, including the payments of the liquidation sub-accounts, exceed Mid-Southern's current expectations, this would decrease the proceeds of the Sale Transaction available for distribution to Mid-Southern's shareholders and reduce the per share consideration received by shareholders.

Retained Cash. In addition to the Purchase Price, the P&A Agreement permits Mid-Southern Bank to retain the Retained Cash, which is separate from the Purchase Price and is intended to provide Mid-Southern Bank cash needed to pay, after closing of the Bank Asset Sale, certain expenses described below. The Retained Cash is provided to pay for the "Retained Cash Items," which include (i) the payment and elimination of the liquidation sub-accounts (as discussed above), (ii) the payment of certain third-party contract termination fees incurred post-closing, (iii) the payment of costs and expenses incurred in connection with preparing and filing Mid-Southern Bank's final tax returns; (iv) expenses pursuant to any change of control, severance, stay, termination, bonus, phantom equity or similar payments due by Mid-Southern Bank or Mid-Southern to any person under any plan, agreement or arrangement of Mid-Southern Bank or Mid-Southern, (v) the payments to counsel, accountants, consultants or investment bankers in connection with the Sale Transaction; (vi) the payment of costs and expenses incurred pursuant to Mid-Southern Bank's core processing system deconversion fees; (vii) the payment in connection with the termination of the ESOP, and (viii) expenses incurred in dissolving and liquidating Mid-Southern and distributing its net assets to Mid-Southern's shareholders.

The Retained Cash is intended to provide cash for transaction-related expenses that are not paid before closing, and post-closing expenses are expected to be approximately or exceed the $10.0 million amount. Consequently, the Retained Cash is not intended or expected to increase the value received by shareholders in the Sale Transaction. For a discussion of the effect of post-closing related expenses on shareholder consideration, see " – Other Factors That May Impact Shareholder Consideration," below.

Other Factors That May Impact Shareholder Consideration. In addition to possible adjustment of the Purchase Price, other factors could impact the per share consideration to be received by shareholders. The $15.00 to $17.00 estimated range of per share consideration to be received by shareholders of Mid-Southern (the "estimated consideration range") could be decreased by any of the factors discussed below.

Sale Transaction Costs Incurred After the Bank Asset Sale. The P&A Agreement makes Mid-Southern responsible for paying the for Retained Cash Items, which include most transaction costs related to the Bank Asset Sale and expenses incurred for the Bank Liquidation and the Company Dissolution. As noted above, Mid-Southern Bank is permitted to retain $10.0 million as Retained Cash to pay for these expenses. However, to the extent that Post-Closing Expenses exceed $10.0 million, it will reduce the per share consideration received by shareholders. It is likely that post-closing expenses could exceed the $10.0 million amount.

Payments to ESOP Participants. The estimated consideration range assumes that ESOP participants will receive the same consideration for each share allocated under the ESOP as other shareholders will receive for their common stock. The actual consideration to be received for each share allocated under the ESOP is expected to be the same as, or very similar to, the per share consideration as other shares, any difference would affect the actual per share consideration received by the other shareholders.

Unexpected Costs. In addition to the known and expected sources of expenses related to the Bank Asset Sale, the Bank Liquidation and the Company Dissolution, there may be additional unexpected expenses and liabilities that arise during the course of the sale and dissolution process. For example, although Mid-Southern Bank is not aware of any lawsuits or other unmatured contingent liabilities, any such litigation or liabilities that arise could significantly increase the time and expenses for completing the Bank Asset Sale, Bank Liquidation and/or Company Dissolution. Such unanticipated expenses and liabilities may reduce the amount of cash available for distribution to shareholders.

When the Sale Transaction Will Be Completed

The closing of the Bank Asset Sale will take place as soon as practicable after the satisfaction or waiver of the conditions to the parties' respective obligations to complete the Bank Asset Sale. Mid-Southern Bank expects to complete the Bank Asset Sale during the third or fourth quarter of 2024. However, some of the conditions to completing the Bank Asset Sale, including the receipt of the required regulatory approvals, are not within Mid-Southern Bank's control and Mid-Southern Bank cannot guarantee when or if all conditions to completing the Bank Asset Sale will be met.

The Bank Liquidation and the Company Dissolution will take place as soon as practicable after the Bank Asset Sale is completed. It is expected that this process may take three months or more after the completion of the Bank Asset Sale. However, this process could take longer than currently anticipated, particularly given the process of resolving the Liquidation Accounts. For a discussion of the Bank Liquidation, see below under "– Bank Liquidation." For additional discussion of the Company Dissolution, see "Proposal Two – Approval of the Plan of Dissolution and the Company Dissolution."

Bank Liquidation

Following the Bank Asset Sale, Mid-Southern Bank will liquidate and distribute its remaining assets to Mid-Southern, the sole shareholder of Mid-Southern Bank. This will be the second step of the Sale Transaction. Mid-Southern Bank is required to submit a voluntary liquidation plan to the OCC. No separate approval of Mid-Southern's shareholders is required for the Bank Liquidation. Rather, Mid-Southern, as the sole shareholder of Mid-Southern Bank, will vote to approve the Bank Liquidation. Mid-Southern Bank will formally file for termination of its FDIC deposit insurance following the Bank Asset Sale.

Upon completion of the Bank Asset Sale, Mid-Southern Bank will have no material assets or liabilities other than cash received as the Purchase Price, the Retained Cash, and certain excluded liabilities and excluded assets. The excluded assets will include the Retained Cash, which will be used to pay certain transaction expenses as soon as possible following completion of the Bank Asset Sale.

Before final liquidation, Mid-Southern Bank must terminate its FDIC insurance. The process of terminating Mid-Southern Bank's FDIC insurance includes an examiner visitation after the Bank Asset Sale to verify cessation of FDIC insured deposit taking and the absence of all deposits from Mid-Southern Bank's books and the issuance of a formal Order of Termination of Insurance by the FDIC. The Order of Termination of Insurance will become effective at the end of the quarter immediately following the quarter in which it is issued. Upon the effectiveness of the Order of Termination of Insurance, Mid-Southern Bank will liquidate by distributing all of its assets to Mid-Southern. Mid-Southern Bank's charter will then be terminated.

It is expected that the payments to eligible depositors under the Liquidation Account will occur at or before the Bank Liquidation, although it is possible that such payments may occur after the Bank Liquidation.

After the Bank Liquidation, Mid-Southern will dissolve as discussed under "Proposal Two – Approval of the Plan of Dissolution and the Company Dissolution."

Terms of the P&A Agreement

Bank Asset Sale; Purchase Price. In the Bank Asset Sale, Beacon will purchase substantially all of Mid-Southern Bank's assets and assume substantially all of Mid-Southern Bank's liabilities (including all deposit liabilities). As consideration for the Bank Asset Sale, Beacon has agreed to pay Mid-Southern Bank $45,198,789 in cash, subject to a dollar-for-dollar increase or reduction if Mid-Southern Bank's total equity at closing as calculated in the purchase and assumption agreement is above or below $30,711,000, and Mid-Southern Bank will retain $10.0 million of its cash to pay for certain transaction expenses. For additional information regarding the Purchase Price and shareholder consideration, see "–Consideration to be Received by Shareholders" above.

The assets of Mid-Southern Bank that Beacon will not purchase in the Bank Asset Sale (the "Excluded Assets") consist of:

- the Retained Cash;
- all tax refunds, if any, relating to pre-closing tax periods;
- claims, demands, and causes of action by Mid-Southern Bank against directors, officers and employees of Mid-Southern Bank relating to their acts or omissions occurring on or prior to the closing date;
- all books and records related to Mid-Southern Bank's income taxes;
- any assets solely owned by Mid-Southern, including, but not limited to, cash, including all funds in deposit accounts with Mid-Southern Bank, equity securities of Mid-Southern Bank, and all net deferred tax assets;
- the ESOP note receivable, including accrued interest on the ESOP note receivable;
- any employee benefit plan maintained, administered or contributed to by Mid-Southern Bank;
- the specific and general reserves applicable to the loans as determined by Mid-Southern Bank in accordance with applicable regulatory standards and GAAP;
- all net deferred tax assets; and
- all of the issued and outstanding shares of Mid-Southern Investments, Inc.

The liabilities of Mid-Southern Bank that Beacon will not assume in the Bank Asset Sale (the "Excluded Liabilities") consist of:

- any costs and expenses of Mid-Southern Bank relating to the negotiation or consummation of the Sale Transaction, the winding up, liquidation and dissolution of Mid-Southern Bank and the preparation and filing of Mid-Southern Bank's final income tax returns, including without limitation, professional fees to be paid after closing;
- any federal, state, county or local income taxes of Mid-Southern Bank and any taxes attributable to the Assets related to pre-Closing tax periods,
- any liabilities of Mid-Southern Bank for federal, state, county or local income taxes on the Purchase Price
- any liability or obligation of Mid-Southern Bank under certain excluded contracts;
- any liabilities under any Employee Benefit Plan maintained, administered or contributed to by Mid-Southern Bank, excluding any debts, liabilities and obligations under COBRA with respect to any "M&A qualified beneficiary" as of the later of (A) the closing date, or (B) the date of termination of the employee benefit plan subject to COBRA,
- any liabilities related to accrued vacation or paid time off owing to employees, independent contractors or other persons, including former Mid-Southern Bank employees;
- any liability of Mid-Southern Bank for the payment of any severance or change in control payment under the change in control agreements,
- any liability of Mid-Southern Bank or Mid-Southern arising in connection with the cancellation of any option to acquire shares of Mid-Southern common stock,

- any amount payable to the FDIC as a premium or assessment for deposit insurance with respect to any period following the closing date, or

- any liabilities related to or arising out of the Excluded Assets.

Conditions to the Bank Asset Sale. The respective obligations of Beacon and Mid-Southern Bank to consummate the Bank Asset Sale are subject to the satisfaction, or waiver by the other party, of certain conditions specified in the P&A Agreement. Conditions to the obligations of both Beacon and Mid-Southern Bank to consummate Bank Asset Sale are:

- the receipt of all required licenses, approvals, and consents of any relevant federal, state, or other regulatory agency without any non-standard conditions or other non-standard requirements reasonably deemed unduly burdensome by either Mid-Southern Bank or Beacon;

- the approval of the P&A Agreement and the Bank Asset Sale by Mid-Southern's shareholders;

- no order has been entered and remaining in force at the closing date restraining or prohibiting any of the transactions in any legal, administrative or regulatory proceeding, and no action or proceeding has been instituted or threatened on or before the closing date of the Bank Asset Sale seeking to restrain or prohibit the transactions or which would have a material adverse effect on Mid-Southern Bank; and

- the accrual of all of Mid-Southern Bank's prepaid expenses to be agreed to by Mid-Southern Bank and Beacon at least three business days before the closing date of the Bank Asset Sale.

In addition, Mid-Southern Bank's obligations to consummate the Bank Asset Sale are conditioned on the following unless waived by Mid-Southern Bank:

- the accuracy of Beacon's representations and warranties as of the closing date of the Bank Asset Sale, subject to standards of materiality and material adverse effect as set forth in the P&A Agreement;

- the performance and compliance by Beacon in all material respects of its obligations and covenants contained in the P&A Agreement;

- Beacon has not experienced a material adverse effect;

- Beacon and Mid-Southern Bank have received from the appropriate regulators all regulatory approvals required to consummate the Sale Transaction, including, to the extent required under applicable law, the approval of the IDFI, the OCC, and the FDIC, which approvals remain in full force and effect and all statutory waiting periods have expired or been terminated. Additionally, Mid-Southern Bank has not have been notified by any regulator that the discontinued operation of Mid-Southern Bank's business by Mid-Southern Bank would be a violation of any law, statute, rule or regulation or any policy of any governmental authority;

- Beacon has received from American Share Insurance, a credit union-owned share insurance fund, written approval to transfer and assign the deposits from Mid-Southern Bank to Beacon pursuant to the P&A Agreement;

- the approval of the P&A Agreement and the Bank Asset Sale by Mid-Southern's shareholders

- Beacon shall have delivered to Mid-Southern Bank the applicable documents to complete the Bank Asset Sale; and

- Mid-Southern Bank has received the Purchase Price in immediately available funds.

In addition, Beacon's obligations to consummate the Bank Asset Sale are conditioned on the following unless waived by Beacon:

- the accuracy of Mid-Southern Bank's representations and warranties as of the closing date of the Bank Asset Sale, subject to standards of materiality and material adverse effect as set forth in the P&A Agreement;

- the performance and compliance by Mid-Southern Bank in all material respects of its obligations and covenants contained in the P&A Agreement;

- Mid-Southern Bank has not experienced a material adverse effect;

- All regulatory approvals have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof have expired and no such approvals shall contain any conditions, restrictions or requirements which the board of directors of Beacon reasonably determines in good faith would reduce the benefits of the Sale Transaction to such a degree that Beacon would not have entered into the P&A Agreement had such conditions, restrictions or requirements been known at the date thereof;

- Beacon has received from American Share Insurance written approval to transfer and assign the deposits from Mid-Southern Bank to Beacon pursuant to the P&A Agreement;

- the approval of the P&A Agreement and the Bank Asset Sale by Mid-Southern's shareholders

- Mid-Southern Bank shall have delivered to Beacon the applicable documents to complete the Bank Asset Sale;

- Mid-Southern Bank shall have delivered to Beacon the assets to be purchased by Beacon which are capable of physical delivery; and

- Mid-Southern Bank and Beacon shall have agreed on the accounting of the Retained Cash.

Conduct of Business Pending the Bank Asset Sale. The P&A Agreement contains various restrictions on the operations of Mid-Southern Bank before the effective time of the Bank Asset Sale. From the date of the P&A Agreement to the closing of the Bank Asset Sale, Mid-Southern Bank shall: (a) not engage in any transaction affecting its real estate, deposits, liabilities, or assets except in the ordinary course of business, and will operate and manage its business in the ordinary course consistent with past practices; (b) use commercially reasonable efforts to maintain its real estate in a condition substantially the same as on the date of the P&A Agreement, reasonable wear and use excepted; (c) maintain its books of accounts and records in the usual, regular and ordinary manner; (d) use commercially reasonable efforts to duly maintain compliance with all laws, regulatory requirements and agreements to which it is subject or by which it is bound; and (e) provide Beacon with prompt written notice of any action, suit, proceeding or investigation instituted or threatened against Mid-Southern Bank or Mid-Southern.

Mid-Southern Bank has agreed that before the closing date of the Bank Asset Sale, unless consented to by Beacon in writing, which consent will not unreasonably be withheld, delayed or conditioned, it will:

- maintain the fixed assets and real estate in their present state of repair, order and condition, reasonable wear and tear and casualty excepted;

- maintain its financial books, accounts and records in accordance with GAAP;

- maintain its current schedule of internal and external compliance audits in accordance with past custom and practice;

- charge off assets in accordance with GAAP;

- comply, in all material respects, with all applicable laws and regulations relating to its operations;

- not authorize or enter into any contract or amend, modify or supplement any contract relating to or affecting its operations or involving any of the assets or assumed liabilities which obligates Mid-Southern Bank to expend $50,000 or more;

- not knowingly and voluntarily take any act which, or knowingly and voluntarily omitting to take any act the omission of which, likely would result in a breach of any material contract, commitment or obligation of Mid-Southern Bank or Mid-Southern;

- not make any material changes in its accounting systems, policies, principles or practices relating to or affecting its operations or involving any of the assets or assumed liabilities, except in accordance with GAAP and regulatory requirements;

- not enter into or renew any data processing service contract;

- not engage or participate in any material transaction or incur or sustain any material obligation except in the ordinary course of business;

- not make any new loan, nor any extension of credit to an existing customer, in a single loan or in an aggregate amount of $1,000,000 or more, except after delivering to Beacon written notice, including a complete loan package for such loan, in a form consistent with Mid-Southern Bank's written policies and practice made available to Beacon, at least three business days prior to the origination of such loan, and such loan shall be made in the ordinary course of business consistent with past practice, Mid-Southern Bank's current written loan policies and applicable rules and regulations of applicable governmental authorities with respect to the amount, term, security and quality of such borrower or borrower's credit

- not transfer, assign, encumber, or otherwise dispose of, or enter into any contract, agreement, or understanding to transfer, assign, encumber, or otherwise dispose of, any of the assets except in the ordinary course of business;

- not invest in any fixed assets or improvements in excess of $25,000 for any single item, or $75,000 in the aggregate, except for commitments previously disclosed to Beacon in writing, made on or before the date of the P&A Agreement for replacements of furniture, furnishings and equipment, normal maintenance and refurbishing, purchased or made in the ordinary course of business and for emergency and casualty repairs and replacements;

- not increase or agree to increase the salary, remuneration, or compensation of its employees or pay or agree to pay any bonus to any such employees, other than routine increases and bonuses in the ordinary course of business in conformity with past custom and practice;

- except as provided for elsewhere in the P&A Agreement, not pay incentive compensation to employees for purposes of retaining their services;

- not enter into any new employment agreements with employees of Mid-Southern Bank or any consulting or similar agreements with directors of Mid-Southern Bank; provided, however, that Mid-Southern Bank will be permitted to engage the assistance of temporary or contract employees, to the extent Mid-Southern Bank deems necessary, to assist Mid-Southern Bank in the performance of its obligations under the P&A Agreement;

- not pay incentive compensation to Mid-Southern Bank's employees for the purpose of retaining their services, other than "stay bonuses" mutually agreed to by Mid-Southern Bank and Beacon;

- not enter into any new employment agreements with employees of Mid-Southern Bank or any consulting or similar agreements with directors of Mid-Southern Bank; provided, however, that

Mid-Southern Bank shall be permitted to engage the assistance of temporary or contract employees, to the extent Mid-Southern Bank deems necessary, to assist Mid-Southern Bank in the performance of its obligations under the P&A Agreement;

- use its commercially reasonable efforts to preserve its present operations intact, keep available the services of its present officers and employees or to preserve its present relationships with persons having business dealings with it;

- not amend or modify any of its promotional, deposit account or practices other than amendments or modifications in the ordinary course of business or otherwise consistent with the provisions of the P&A Agreement;

- maintain deposit rates substantially in accord with rates offered by other financial institutions in Mid-Southern Bank's market or pursuant to Mid-Southern Bank's policies and procedures;

- not materially change or amend its schedules or policies relating to service charges or service fees;

- comply in all material respects with its contracts identified in the P&A Agreement;

- except in the ordinary course of business or pursuant to Mid-Southern Bank's policies and procedures (including creation of deposit liabilities), not enter into repurchase agreements, not execute purchases or sales of federal funds, not execute sales of certificates of deposit, not borrow or agree to borrow any material amount of funds, and not directly or indirectly guarantee or agree to guarantee any material obligations of others except pursuant to outstanding letters of credit; provided, however, Mid-Southern Bank may take additional FHLB or BTFP advances that are overnight or other short-term (less than 90 days) advances, which must not exceed 5% of the total assets of Mid-Southern Bank in the aggregate; provided further, that, notwithstanding the foregoing, nothing in the P&A Agreement will prohibit Mid-Southern Bank from borrowing any amount of funds or taking any amount of additional FHLB or BTFP advances to duly maintain compliance with all laws, regulatory requirements (including maintaining Mid-Southern Bank's "well capitalized" status under OCC regulation and policy requirements) and Mid-Southern Bank's internal liquidity policy, and agreements to which it is subject or by which it is bound, subject, however, to Mid-Southern Bank's requirement to repay all outstanding BTFP advances prior to the closing of the Bank Asset Sale;

- except as described in the disclosure schedules to the P&A Agreement, not purchase or otherwise acquire any investment security for its own account except for obligations of the government of the United States or agencies of the United States or state or local governments having maturities of not more than five years and which municipal obligations have been assigned a rating of "A" or better by Moody's Investors Service or by Standard and Poor's, or engage in any activity that would be inconsistent with the classification of investment securities as either "held to maturity" or "available for sale;

- except as required by applicable law or regulation, or as described in the disclosure schedules to the P&A Agreement, not: (1) implement or adopt any material change in its interest rate risk management and hedging policies, procedures or practices; (2) fail to follow in all material respects its existing policies or practices with respect to managing its exposure to interest rate risk; or (3) fail to use commercially reasonable means to avoid any material increase in its aggregate exposure to interest rate risk;

- not voluntarily take any material action that would change Mid-Southern Bank's loan loss reserves which is not in compliance with Mid-Southern Bank's past practices consistently applied and in compliance with GAAP;

- not declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any equity securities of Mid-Southern Bank or

Mid-Southern except for any dividend or distribution in the ordinary course of business or pursuant to Mid-Southern Bank's or Mid-Southern's policies and procedures;

- (A) not settle or compromise, or offer or propose to settle or compromise, (1) any proceeding involving or against Mid-Southern Bank, other than any settlement or compromise solely for monetary relief of not more than $50,000 individually or $100,000 in the aggregate and that does not involve any equitable relief or limitations on the conduct of Mid-Southern Bank and which does not include any findings of fact or admission of culpability or wrongdoing by Mid-Southern Bank, or (2) any proceeding that relates to the Sale Transaction, or (B) not institute any proceeding;

- not make or change any material tax election, change an annual tax accounting period, file any amended tax return, enter into any closing agreement, waive or extend any statute of limitations with respect to taxes, settle or compromise any tax liability, claim, or assessments, or surrender any right to claim a refund of taxes; or

- not enter into any contract (conditional or otherwise) or resolve to do any of the foregoing.

Certain Other Covenants. The P&A Agreement also contains other agreements relating to the conduct of the parties before consummation of the Bank Asset Sale, including the following:

- Both Mid-Southern Bank and Beacon must use their commercially reasonable efforts to take all actions necessary to consummate the Sale Transaction as promptly as practicable and to cooperate fully with the other party to the P&A Agreement;

- Mid-Southern must submit the P&A Agreement and the Transactions to its shareholders for consideration and vote at a meeting to be called and held in accordance with applicable law and the articles of incorporation and by-laws of Mid-Southern at the earliest practicable date, but in no event more than 150 days after the date of the P&A Agreement. The board of directors of Mid-Southern must recommend to Mid-Southern's shareholders that such shareholders approve and adopt the P&A Agreement and the Sale Transaction and will solicit proxies voting in favor of the P&A Agreement, subject to the ability to change its recommendation to shareholders as a result of a third-party proposal.

- Beacon must, prior to the closing date, file articles of amendment for the approval of the IDFI to amend its charter by effecting the foregoing change to its field of membership, and use commercially reasonable efforts to cause such articles of amendment to become effective as soon as practicable following the closing date, subject to the approval of the IDFI.

- Mid-Southern Bank must provide Beacon with reasonable access to its offices, properties, books, contracts and records and deliver to Beacon any additional audited financial statements and the monthly and quarterly unaudited balance sheets of Mid-Southern;

- Mid-Southern Bank and Beacon must file all applications, filings, notices, consents, permits, requests or registrations required to obtain the authorization of any regulator and the consents of all third parties necessary to consummate the Sale Transaction;

- During the period within seven calendar days preceding the expected closing date of the Bank Asset Sale, Mid-Southern Bank must cooperate with any commercially reasonable request of Beacon directed to accomplish the removal of Mid-Southern Bank's signage by Beacon and the installation of Beacon's signage by Beacon at the branches of Mid-Southern Bank, and the installation of teller equipment, platform equipment, security equipment, computers at the branches of Mid-Southern Bank;

- Mid-Southern Bank must as soon as possible after the closing of the Bank Asset Sale surrender its charter and terminate its FDIC insurance;

- Mid-Southern Bank's loan debtors and any other customers must maintain a balance in a membership deposit account with Beacon on the closing date of the Bank Asset Sale sufficient to satisfy Beacon's then-applicable minimum balance requirement for members and Beacon agrees (a) to open and to fund a membership deposit account with Beacon within six months following the closing date of the Bank Asset Sale in an amount equal to the minimum balance requirement for any loan debtor of Mid-Southern Bank whose loan is assumed by Beacon and who does not have a deposit with Mid-Southern Bank, and (b) within six months following the closing date of the Bank Asset Sale, to increase the balance of any membership deposit account held by a loan debtor of Mid-Southern Bank or any depositor of Mid-Southern Bank whose deposit is assumed by Beacon, to the extent necessary so that the balance of each such deposit account will equal the minimum balance requirement as of the applicable date of funding by Beacon, subject in each case to the policies of Buyer and applicable law;

- Beacon and Mid-Southern Bank will take all actions required by the FRB to resolve the Liquidation Accounts. See "Liquidation Accounts" above;

- For six years after the completion of the Bank Asset Sale, Beacon must (i) indemnify, defend and hold harmless each present and former director, officer or employee of Mid-Southern and Mid-Southern Bank to the fullest extent such person would have been indemnified pursuant to Mid-Southern Bank's charter or bylaws or Mid-Southern's articles of incorporation and bylaws and applicable law and Beacon will also advance expenses to an indemnified party, and (ii) maintain the current directors' and officers' liability insurance policies covering the officers and directors of Mid-Southern (provided, that, Beacon may substitute therefor (1) policies with comparable coverage and amounts containing terms and conditions which are substantially no less advantageous or (2) with the consent of Mid-Southern and Mid-Southern Bank, any other policy with respect to claims arising from facts or events which occurred on or prior to the closing date and covering persons who are currently covered by such insurance); provided, that, Beacon is not obligated to make premium payments for such six year period in respect of such policy which exceeds, for the portion related to Mid-Southern Bank's and Mid-Southern's directors and officers, 150% of the annual premium most recently paid by Mid-Southern Bank; and

- Mid-Southern Bank must notify the Indiana Department of Revenue of the transactions contemplated by the P&A Agreement in the form and manner required by the Indiana Department of Revenue in order to obtain a tax clearance certificate or other similar documentation issued by the Indiana Department of Revenue evidencing that there are no outstanding taxes owed by Mid-Southern Bank in the State of Indiana and Beacon is released from assuming any tax obligations of Mid-Southern Bank.

Agreement Not to Solicit Other Offers. Mid-Southern Bank and Mid-Southern must each cause their respective officers, directors, representatives and advisors (including Piper Sandler) to cease and terminate any existing solicitations, discussions, or negotiations with any person that has made or indicated an intention to make an acquisition proposal. Mid-Southern Bank and Mid-Southern will not, and each will cause its respective directors, officers, representatives and advisors (including Piper Sandler) to not, (i) solicit, initiate or knowingly encourage or facilitate, or take any other action designed to, or that could reasonably be expected to facilitate any inquiries with respect to an acquisition proposal, or (ii) initiate, participate in, or knowingly encourage any discussions or negotiations or otherwise knowingly cooperate in any way with any person regarding an acquisition proposal; provided, however, that, at any time prior to obtaining the approval of the P&A Agreement or the Sale Transaction by Mid-Southern's shareholders, if Mid-Southern Bank or Mid-Southern receives a bona fide acquisition proposal that the board of directors of Mid-Southern Bank or Mid-Southern determines in good faith constitutes or would reasonably be expected to lead to a superior proposal that was not solicited after the date of the P&A Agreement and did not otherwise result from a breach of Mid-Southern Bank's or Mid-Southern's obligations under the P&A Agreement, Mid-Southern Bank and Mid-Southern may furnish non-public information with respect to Mid-Southern Bank and Mid-Southern to the person who made such proposal (provided that all such information has been provided to Beacon prior to or at the same time it is provided to such person) and may participate in discussions and negotiations regarding such proposal if (A) the Mid-Southern board of directors determines in good faith, and following consultation with financial advisors and outside legal counsel, that failure to do so would be reasonably likely to result in a breach of its fiduciary duties to Mid-Southern's shareholders under applicable law,

and (B) prior to taking such action, Mid-Southern has used its best reasonable efforts to enter into a confidentiality agreement on commercially reasonable terms with such person.

Employee Matters. Each Mid-Southern Bank employee that Beacon elects to hire will be offered, substantially similar salaries and benefits in the aggregate that were available to employees of Mid-Southern Bank as of the date of the P&A Agreement. Each Mid-Southern Bank employee who (1) is not offered employment by Beacon other than "for cause," death or disability, (2) refuses an offer of employment that is not a similarly situated assignment of that performed for Mid-Southern Bank, or (3) is terminated by Beacon within the first six months following the closing date of the Bank Asset Sale for any reason other than "for cause," death or disability, Beacon will provide a severance payment in an amount equal to two weeks of compensation for each year of service with Mid-Southern Bank, with an minimum of four weeks of severance and a maximum of 26 weeks of severance. In addition, Beacon will offer three months of outplacement services and three months of subsidized COBRA premiums so that such Mid-Southern Bank employees would only be liable to pay their portion of the premiums as if they were active employees for such three-month period of subsidized COBRA coverage.

Before the closing of the Bank Asset Sale, Mid-Southern Bank will terminate Mid-Southern Bank's ESOP and 401(k) plan and distributions will made under the plan as soon as practicable following the Bank Asset Sale. Beacon will take commercially reasonable actions to ensure that employees of Mid-Southern Bank who become employees of Beacon will be able to participate in Beacon's tax-qualified defined contribution plan and health and welfare plans immediately following the effective date of the Bank Asset Sale with eligibility and vesting credit given for prior service with Mid-Southern Bank.

Representations and Warranties in the P&A Agreement. The representations and warranties described below and included in the P&A Agreement were made only for purposes of the P&A Agreement and as of specific dates, are solely for the benefit of Beacon and Mid-Southern Bank, may be subject to limitations, qualifications or exceptions agreed upon by the parties, including those included in disclosure schedules made for the purposes of, among other things, allocating contractual risk between Beacon and Mid-Southern Bank rather than establishing matters as facts, and may be subject to standards of materiality that differ from those standards relevant to investors. You should not rely on the representations, warranties, covenants or any description thereof as characterizations of the actual state of facts or condition of Beacon, Mid-Southern Bank or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the P&A Agreement, which subsequent information may or may not be fully reflected in public disclosures by Beacon or Mid-Southern Bank. The representations and warranties and other provisions of the P&A Agreement should not be read alone, but instead should be read only in conjunction with the information provided elsewhere in this proxy statement.

Both Beacon and Mid-Southern Bank have made certain customary representations and warranties to each other relating to their businesses in the P&A Agreement. These representations and warranties relate to, among other things:

- corporate organization and authority;
- absence of conflicts;
- financial information;
- compliance with law;
- absence of facts known, insofar each party can reasonably foresee, that may have a material adverse effect to obtain all regulatory approvals;
- absence of certain legal proceedings; and
- accuracy of statements made to the other party.

Mid-Southern Bank also has made representations and warranties to Beacon regarding:

- the absence of certain material events since December 31, 2022
- title to real estate and other assets;
- loans; and investments, including the allowance for loan losses;
- deposits;
- tax matters;
- employee and employee benefit plan matters;
- environmental matters;
- no undisclosed liabilities;
- performance of obligations;
- other than compensation for Piper Sandler, no existing claims or agreements for brokerage fees in connection with the Sale Transaction;
- no certain interim events since December 31, 2022;
- records;
- Community Reinvestment Act rating;
- insurance;
- absence of shareholder rights plans;
- opinion of financial advisor;
- absence of shareholder voting agreements, other than the voting agreements executed in connection with the P&A Agreement;
- safe deposit box contracts;
- compliance with the Bank Secrecy Act;
- proper administration of fiduciary accounts;
- representations regarding financial condition; and
- limitation of warranties.

Beacon also has represented to Mid-Southern Bank that it has the financial ability to pay the Purchase Price.

For information on these representations and warranties, see Articles V and VI of the P&A Agreement attached as Appendix A. The representations and warranties must generally be true through the completion of the Bank Asset Sale. See "—Conditions to the Bank Asset Sale."

Termination of the P&A Agreement. The P&A Agreement may be terminated at or before the completion of the Bank Asset Sale, either before or after any requisite shareholder approval, by:

- The mutual written consent of Beacon and Mid-Southern Bank;
- Beacon or Mid-Southern Bank, if:
  - after the expiration of ten business days after any required regulatory approval has been denied;
  - the other party materially breaches a representation or warranty or breaches a covenant or agreement so that the conditions to consummating the Bank Asset Sale cannot be satisfied and the breach is not cured within 20 business days following written notice to the party committing the breach;
  - either party if the Bank Asset Sale cannot be consummated by January 31, 2025, provided the right to terminate the P&A Agreement is not available to any party whose breach causes the failure to be able to close by that date;
  - Mid-Southern Bank or Mid-Southern has made a recommendation change or enters into or announces its intention to enter into a definitive agreement with a third party in response to an acquisition proposal;
  - if a quorum could not be convened at the Mid-Southern's shareholders meeting or at a reconvened meeting held at any time prior to or on January 31, 2025;
  - Mid-Southern fails to obtain the required vote of its shareholders to approve the P&A Agreement;
  - the Purchase Price, as adjusted, is less than or equal to $36,198,789.
- Mid-Southern Bank, if:
  - at any time prior to the adoption and approval of the P&A Agreement by Mid-Southern's shareholders, Mid-Southern enters into an agreement with respect to a superior proposal, but only if (i) Mid-Southern's board of directors has determined in good faith based on the advice of legal counsel that failure to take such action would cause the board of directors to violate its fiduciary duties under applicable law, and (ii) Mid-Southern Bank has not breached its obligations related to Mid-Southern's shareholder meeting; or
  - Beacon has not, prior to the closing date of the Bank Asset Sale, filed articles of amendment with the IDFI to amend its charter to comply with the requirements of the P&A Agreement.

Termination Fee. The P&A Agreement requires Mid-Southern Bank to pay Beacon a cash fee of $2,208,000 if Mid-Southern Bank terminates the P&A Agreement because it has entered into a definitive agreement with a third party in response to a superior proposal.

Fees and Expenses. Except as otherwise specified in the P&A Agreement, each party will pay its own costs and expenses incurred in connection with the Bank Asset Sale.

Waiver and Amendment of the P&A Agreement. Either party may waive the performance by the other of any of the covenants or agreements to be performed by such other party under the P&A Agreement.

Mid-Southern's board of directors unanimously recommends that you vote "FOR" the approval of the P&A Agreement and the Bank Asset Sale.

PROPOSAL 2 – APPROVAL OF THE PLAN OF DISSOLUTION AND THE COMPANY DISSOLUTION

General

Mid-Southern is seeking shareholder approval of Mid-Southern's Plan of Liquidation and Dissolution (the "Plan of Dissolution") pursuant to which Mid-Southern will dissolve, make provision for its liabilities, including contingent liabilities, wind up its operations and distribute all of its remaining assets to its shareholders (the "Company Dissolution"). Although the Company Dissolution is being approved separately from the P&A Agreement and the Bank Asset Sale, the Company Dissolution is an integral part of the Sale Transaction contemplated by the P&A Agreement and will occur only if the Bank Asset Sale and the Bank Liquidation are completed. The P&A Agreement, the Bank Asset Sale and the Bank Liquidation are discussed under "Proposal 1 – Approval of the P&A Agreement and the Bank Asset Sale." Mid-Southern Bank's reasons for the Sale Transaction are discussed under "Proposal 1 – Approval of the P&A Agreement and the Bank Asset Sale – Mid-Southern's and Mid-Southern Bank's Reasons for Entering into the P&A Agreement, the Bank Asset Sale and the Other Transactions Contemplated Thereby, and Recommendation of Mid-Southern's Board of Directors."

The Sale Transaction can be completed as intended only if the P&A Agreement and Bank Asset Sale and the Company Dissolution are both approved at the annual meeting. If the P&A Agreement and Bank Asset Sale is not approved by Mid-Southern's shareholders, the Sale Transaction will not occur and there will be no Company Dissolution and no distribution to shareholders, even if the Company Dissolution is approved by shareholders. If shareholders approve the P&A Agreement and Bank Asset Sale but do not approve the Company Dissolution, assuming the other closing conditions in the P&A Agreement are satisfied, Beacon and Mid-Southern may agree to complete the Bank Asset Sale. In that case, Mid-Southern Bank, having transferred substantially all of its operating assets to Beacon, would liquidate and distribute its remaining assets to Mid-Southern. However, Mid-Southern could not then immediately begin the process of dissolving, and the distributions to shareholders would be delayed until shareholders approve a dissolution of Mid-Southern. Mid-Southern does not intend to invest in another operating business following the completion of the Bank Asset Sale and Bank Liquidation. Mid-Southern would use its remaining assets to pay ongoing operating expenses, and Mid-Southern expects that such expenses would exceed any revenue generated by its remaining assets.

The following is a summary description of the material aspects of the Plan of Dissolution and the Company Dissolution. The summary below may not contain all the information that is important to you and should be read in conjunction with the Plan of Dissolution, which is attached as Appendix C to this proxy statement.

Dissolution and Winding Up of Mid-Southern

By approving the Company Dissolution pursuant to the Plan of Dissolution, Mid-Southern's shareholders will be approving the voluntary dissolution of Mid-Southern under the Indiana Business Corporation Law. If the Plan of Dissolution and Company Dissolution are approved, Mid-Southern's board of directors will take such actions as it deems, in its absolute discretion, necessary, appropriate or advisable to effect the Company Dissolution. We expect that, following shareholder approval of the Company Dissolution, and the completion of the Bank Asset Sale and the Bank Liquidation, Mid-Southern will:

- pay any state taxes owed by Mid-Southern that must be paid before filing articles of dissolution;
- file articles of dissolution with the Secretary of State of the State of Indiana, Corporations Division;
- notify Mid-Southern's known claimants in writing of the dissolution at any time after its effective date;
- request clearance from the Indiana Department of Revenue, the Unclaimed Property Section of the Attorney General of Indiana, and the Indiana Department of Workforce Development;
- conduct business operations after dissolution only to the extent necessary to wind-up and liquidate Mid-Southern's business and affairs;

- liquidate Mid-Southern's remaining assets;
- pay, or make provision for the payment of, all of Mid-Southern's known obligations and liabilities;
- establish a contingency reserve fund of approximately $200,000 for possible post-dissolution expenses;
- begin the process of distributing Mid-Southern's remaining assets to its shareholders. In distributing assets to shareholders, Mid-Southern's board of directors will use the procedures set forth in the Indiana Business Corporation Law;
- alternatively, Mid-Southern's board of directors may, in its sole discretion, transfer all, or a portion of, the assets of Mid-Southern to one or more liquidating trustees for distribution to shareholders.

Timing of Distributions. We are currently unable to predict the precise timing of any distributions to our shareholders pursuant to the Plan of Dissolution, although we intend to make distributions as promptly as reasonably practicable given the filing and notice requirements set forth above. The timing of any distributions will be determined by our board of directors.

Amount of Distributions. Mid-Southern estimates that upon completion of the Sale Transaction shareholders will receive between $15.00 and $17.00 in cash for each share of Mid-Southern common stock that they own. *This estimated consideration per share is based on numerous assumptions and is subject to change.* Factors that could cause the per share consideration to change include adjustments to the Purchase Price in the Bank Asset Sale, as well as anticipated and unanticipated expenses and liabilities that arise during the sale and dissolution process. For a detailed discussion of factors that could cause the value of consideration to be received by shareholders to change, see "Proposal 1 – Approval of the P&A Agreement and the Bank Asset Sale – Consideration to be Received by Shareholders."

When Mid-Southern is in a position to begin making distributions to shareholders, shareholders will be provided information regarding the exact manner in which distributions will be made and if shareholders will be required to surrender their stock certificates to Mid-Southern. If any shareholders hold stock certificates representing their ownership in Mid-Southern shares, such shareholders should not send their stock certificates to Mid-Southern at this time.

Donation of Remainder to a Charitable Organization. A portion of the reserve fund discussed above may be retained by Mid-Southern in dissolution as a contingency reserve fund for three or more years. It is expected that any amounts remaining in the reserve fund after Mid-Southern's board of directors has determined that the reserve fund is no longer required will be immaterial compared to the cost and effort that would be required to equitably distribute such remaining funds to Mid-Southern's shareholders entitled to distributions after such a long period. As a result, it is expected that Mid-Southern's board of directors will, subject to a determination that it is in compliance with the directors' fiduciary duties, donate any such remaining funds to a charitable organization.

Record Date for Liquidating Distributions

It is expected that the initial distribution of assets to shareholders will be made to shareholders of record as of the close of business on the day immediately preceding the day of such initial distribution, or such other date to be determined by the board, and that the proportionate interests of shareholders in the assets of Mid-Southern in any subsequent distributions will be fixed on the basis of their holdings on the day immediately preceding the initial distribution. However, this is subject to change in accordance with the Plan of Dissolution and shareholders will be notified of the date for determining shareholders entitled to distributions in advance of such date.

Trading of Mid-Southern's Common Stock; Closing of Transfer Books

Mid-Southern's common stock is expected to continue to be quoted on the OTCQX Market until immediately before the initial distribution of assets to shareholders, after which time it is expected that the stock will no longer be quoted on the OTCQX Market.

Interests of Certain Persons in the Company Dissolution that are Different from Yours

In considering the recommendation of the board of directors of Mid-Southern to vote for the Sale Transaction, you should be aware that Mid-Southern's directors and executive officers parties to certain compensation arrangements that give them financial interests in the Sale Transaction that are different from, or in addition to, the interests of Mid-Southern shareholders generally. For a detailed discussion of these interests, see "Proposal I – Approval of the P&A Agreement and Bank Asset Sale – Interests of Certain Persons in the Sale Transaction that are Different from Yours." Mid-Southern's board of directors was aware of these interests and considered them, among other matters, in approving the P&A Agreement and the Sale Transaction.

Mid-Southern Shareholders Have Dissenters' Rights

Pursuant to Chapter 44 of the Indiana Business Corporation Law ("IBCL"), Mid-Southern's shareholders have dissenters' rights with respect to the Sale Transaction. Chapter 44 of the IBCL authorizes a Mid-Southern shareholder to demand payment in cash for the "fair value" of his or her shares of Mid-Southern common stock before the shareholder vote is taken on the Bank Asset Sale. In this regard, Chapter 44 defines "fair value" to mean the value of the dissenting shareholder's shares immediately before the effectuation of the Bank Asset Sale, excluding any appreciation or depreciation in the value of the shares in anticipation of the Bank Asset Sale unless a court determines that such exclusion would be inequitable. Pursuant to the procedures set forth in Chapter 44, the "fair value" of the shares is to be agreed upon by the dissenting shareholder and the corporation, unless no agreement can be reached, in which case the "fair value" of the shares will be determined by a court. The term "fair value" as used for purposes of Chapter 44 does not imply, and should not be construed as meaning, that the consideration to be paid by Beacon to the shareholders of Mid-Southern is anything other than adequate and in the best interests of Mid-Southern's shareholders. Investment banker opinions as to the fairness from a financial point of view of the consideration payable in a transaction such as the proposed transaction are not opinions as to and do not address "fair value" for purposes of Chapter 44.

For a more detailed discussion of the dissenters' rights with respect to the Sale Transaction and the procedures for a shareholder to exercise his or her dissenters' rights, see "Proposal I – Approval of the P&A Agreement and Bank Asset Sale – Mid-Southern Shareholders Have Dissenters' Rights." Additionally, see the full text of Chapter 44 set forth in Appendix D to this proxy statement.

Abandonment; Amendment

Notwithstanding shareholder approval of the Plan of Liquidation and Dissolution, the board of directors may abandon the Company Dissolution and the Plan of Liquidation and Dissolution at any time before filing the articles of dissolution. Upon such filing, in accordance with Indiana law, the Company Dissolution will be effective and may no longer be abandoned.

The Plan of Liquidation and Dissolution provides that, notwithstanding approval of the Plan of Liquidation and Dissolution by Mid-Southern's shareholders, the board of directors may modify or amend the Plan of Liquidation and Dissolution without further action by or approval of the shareholders, to the extent permitted under current law.

Liability of Shareholders, Directors and Officers

Under Indiana law, the Company Dissolution does not relieve Mid-Southern's shareholders, directors, or officers from any obligation or liability imposed on them by law.

If Mid-Southern's assets have been distributed in liquidation, Indiana law provides that a shareholder could be held liable to creditors of Mid-Southern to the extent of the shareholder's pro rata share of the claim or the

corporate assets distributed to the shareholder in liquidation, whichever is less. However, a shareholder's total liability for all claims under Indiana law may not exceed the total amount of assets distributed to the shareholder. Because we intend to carefully evaluate, and make adequate provision for, Mid-Southern's liabilities in winding up Mid-Southern, we do not anticipate that any distribution will be made pursuant to the Plan of Dissolution without payment or adequate provision having been made for all Mid-Southern's liabilities.

Company Dissolution Conditioned on Completion of the Bank Asset Sale

The Company Dissolution will occur only after, and is conditioned on the completion of, the Bank Asset Sale and the Bank Liquidation. If the Bank Asset Sale and Bank Liquidation do not receive regulatory or shareholder approval or are not completed for any other reason, the Company Dissolution will not occur, even if the Plan of Dissolution is approved by shareholders at the annual meeting.

Mid-Southern's board of directors unanimously recommends that you vote "FOR" the approval of the Plan of Liquidation and Dissolution and the Company Dissolution.

PROPOSAL 3 – ADJOURNMENT OF THE ANNUAL MEETING

If there are insufficient votes to approve the adoption of Proposals 1, 2, 4 or 5 at the time of the annual meeting, the annual meeting may be adjourned to a later date or dates to permit further solicitation of proxies. To allow proxies that have been received by Mid-Southern at the time of the annual meeting to be voted for an adjournment, if necessary, Mid-Southern has submitted the question of adjournment to its shareholders as a separate matter for their consideration. The annual meeting may be adjourned to solicit additional proxies. If it is necessary to adjourn the annual meeting, no notice of the adjourned annual meeting is required to be given to shareholders (unless a new record date is fixed), other than an announcement at the annual meeting of the hour, date and place to which the annual meeting is adjourned.

Approval of the proposal to adjourn the annual meeting requires the affirmative vote of the holders of a majority of the votes cast at the annual meeting.

Mid-Southern's board of directors unanimously recommends that you vote "FOR" the adjournment proposal.

PROPOSAL 4 – ELECTION OF DIRECTORS

Our Board of Directors currently consists of seven members. In accordance with our Articles of Incorporation, the Board is divided into three classes with approximately one-third of the directors elected each year. The table below sets forth information regarding each nominee for director. The Corporate Governance and Nominating Committee of the Board of Directors selects nominees for election as directors. Kermit A. Lamb and Brent A. Rosenbaum currently serve as Mid-Southern directors and have been nominated to each serve a three-year term and have consented to being named in this proxy statement and serving if elected. It is intended that the proxies solicited by the Board of Directors will be voted for the election of these nominees. If a nominee is unable to stand for election, the Board of Directors may either reduce the number of directors to be elected or select a substitute nominee. If a substitute nominee is selected, the proxy holders will vote your shares for the substitute nominee, unless you have withheld authority. At this time, we are not aware of any reason why a nominee might be unable to serve if elected.

Our Bylaws provide that to be eligible to serve on the Board of Directors a person must not: (1) be under indictment for, or ever have been convicted of, a criminal offense involving dishonesty or breach of trust and the penalty for such offense could be imprisonment for more than one year, (2) be a person against whom a banking agency has, within the past ten years, issued a cease and desist order for conduct involving dishonesty or breach of trust and that order is final and not subject to appeal, or (3) have been found either by a regulatory agency whose decision is final and not subject to appeal or by a court to have (i) breached a fiduciary duty involving personal profit, or (ii) committed a willful violation of any law, rule or regulation governing banking, securities, commodities or insurance, or any final cease and desist order issued by a banking, securities, commodities or insurance regulatory agency. In addition, at the time of a person's first election or appointment to the Board, a person must have maintained their principal residence within 120 miles of a branch office of Mid-Southern or its subsidiaries. The

Bylaws also provide generally for mandatory retirement of a director at age 75 years, absent a finding by the full board that the nomination of candidate who has reached the age of 75 is in the best interest of Mid-Southern based upon specific findings that the nominee possesses expertise vital to the proper functioning of the board.

The Board of Directors recommends a vote FOR the election of Kermit A. Lamb and Brent A. Rosenbaum.

Name	Age as of December 31, 2023	Year First Elected or Appointed Director [1]	Term to Expire
Board Nominees			
Kermit A. Lamb	75	2013	2027[2]
Brent A. Rosenbaum	63	2014	2027[2]
Directors Continuing in Office			
Trent L. Fisher	64	2005	2025
Eric A. Koch	59	2019	2025
Alexander G. Babey	55	2016	2026
Larry R. Bailey	61	2013	2026
Dana J. Dunbar	74	2004	2026

(1) For years prior to 2021, includes service on the Board of Directors of Mid-Southern Bank.
(2) Assuming reelection.

Information Regarding Nominees for Election. Set forth below is the present principal occupation and other business experience during at least the last five years of each nominee for election and incumbent directors, as well as a brief discussion of the particular experience, qualifications, attributes and skills that led the Board to conclude that the nominee or incumbent director should serve as a director of Mid-Southern. Unless otherwise stated, none of the corporations or organizations listed below is a parent, subsidiary or other affiliate of Mid-Southern.

Nominees

Kermit A. Lamb is a retired banker. Mr. Lamb was the President and Chief Executive Officer of Mid-Southern Bank from May 2013 until October 2016. Prior to that, he served as Senior Vice President and Loan Officer of Mid-Southern Bank from April 2002 until May 2013. Mr. Lamb has 46 years of banking experience with particular expertise in commercial, consumer, mortgage and agricultural lending.

Brent A. Rosenbaum has been a farmer and Partner/Farmer of Rosenbaum Farms LLC since 2000. Mr. Rosenbaum is a successful local business owner and is familiar with our market area, particularly the agricultural business.

Incumbent Directors

Alexander G. Babey has been President and Chief Executive Officer of Mid-Southern since its formation in January 2018 and the President and Chief Executive Officer of Mid-Southern Bank since October 2016. Prior to this appointment, Mr. Babey was Executive Vice President and Chief Credit Officer from December 2013 until October 2016. He was a credit administration consultant from June 2013 until December 2013, having served as Executive Vice President and Senior Loan Officer of The BANK-Oldham County from May 2005 until its acquisition in May 2013. Mr. Babey brings a wealth of banking knowledge to our Board, with particular expertise in lending and experience at both large regional and community banks.

Larry R. Bailey has been with Indiana University Health since 1992 (Bloomington Hospital, Inc. before it joined Indiana University Health). Since January 2022, Mr. Bailey has served as Chief Operating Officer of Indiana University Health Bedford Hospital. He was President of Indiana University Health Paoli from May 2010 to December 2021. Between October 2015 and December 2018, Mr. Bailey was also President of Indiana University Health Morgan. Mr. Bailey is a Certified Public Accountant (Inactive) and also has a Master of Business Administration degree. He is a board member of the Lawrence County Economic Growth Council. Mr. Bailey's accounting qualifications and experience augments the Board's financial expertise.

Dana J. Dunbar has served as the Chairman of the Board of Mid-Southern since its formation in January 2018. Mr. Dunbar has also served as the Chairman of the Board of Mid-Southern Bank since 2013 and has served on the Board of Directors of Mid-Southern Bank since 2003. Mr. Dunbar has been the President of D and P Foods, Inc. since 1987, President of Mitchell Arby's, LLC since 2012, President of Bedford Arby's, LLC since 2012 and Managing Director and Corporate Secretary of Burton & Dunbar Development Corporation since 1996. He possesses expertise in the insurance, real estate development and retail food industries. Mr. Dunbar has also served as a director of various banks for over 40 years.

Trent L. Fisher is a retired Doctor of Veterinary Medicine. He owned Salem Veterinary Service, Inc. from 1989 until 2018. He served as a trustee of his church. Dr. Fisher is familiar with our market area and was a successful local business owner for many years.

Eric A. Koch has been an attorney in private practice for 34 years, currently with The Koch Law Firm, P.C., and was President of Indiana Title Insurance Co., a title insurance agency, for seven years. He served as a member of the Indiana House of Representatives from 2002-2016 and has served as a member of the Indiana State Senate from 2016 to the present. Mr. Koch is a graduate of Georgetown University, where he earned a degree in business administration, and received his law degree from Indiana University School of Law. He has extensive professional experience in the fields of healthcare, real estate, and agriculture. Mr. Koch is a Certified Community Bank Director. Mr. Koch knows our market area well and brings decades of legal experience to our Board.

Board of Directors

The Boards of Directors of Mid-Southern and Mid-Southern Bank conduct their business through Board and committee meetings. During the year ended December 31, 2023, the Mid-Southern Board of Directors held 14 meetings and the Mid-Southern Bank Board of Directors held 13 meetings.

Committees and Committee Charters

The Mid-Southern Board of Directors has standing Audit, Compensation, and Corporate Governance and Nominating committees, and has adopted written charters for each of these committees. Copies of these charters are available on our website at https://www.mid-southern.com/about-us/investor-relations/.

Audit Committee

The Audit Committee, consisting of Directors Bailey (Chairman), Fisher and Koch, assists the Board in fulfilling its oversight responsibilities by reviewing financial information provided to others, Mid-Southern's auditing, accounting and financial reporting processes, and the systems of internal control and risk management processes. It also has the sole authority to appoint or replace our independent registered public accounting firm and oversees the activities of our internal audit functions. The Audit Committee believes it has fulfilled its responsibilities under its charter. Mid-Southern's Audit Committee met 11 times during the year ended December 31, 2023 and Mid-Southern Bank's Audit Committee met 12 times during this period.

Compensation Committee

The Compensation Committee, consisting of Directors Dunbar (Chairman), Bailey, Rosenbaum, Fisher and Koch, sets the policies and compensation levels for our directors, officers and employees, and ensures that compensation policies are administered fairly and consistently. The Compensation Committee met two times during the fiscal year ended December 31, 2023.

The Committee meets, outside of the presence of the President and Chief Executive Officer, to discuss his performance and make its determination of his compensation and benefits. The President and Chief Executive Officer makes recommendations to the Compensation Committee regarding the compensation of all other executive officers. The Committee considers the recommendations of the President and Chief Executive Officer and makes its determination of all other executive officers' compensation and benefits.

Corporate Governance and Nominating Committee

The Corporate Governance and Nominating Committee consists of Directors Fisher (Chairman), Bailey and Koch. This committee identifies qualified candidates for nomination to the Board, oversees the membership and performance of Board committees, reviews the Board's performance, and develops corporate governance standards for the Board. The Corporate Governance and Nominating Committee met two times during the fiscal year ended December 31, 2023.

The Corporate Governance and Nominating Committee meets annually to nominate directors for election at the annual meeting. Only those nominations made by the Committee or properly presented by shareholders will be voted upon at the meeting. In its deliberations for selecting candidates for nominees as director, the Committee considers the candidate's knowledge of the banking business and involvement in community, business and civic affairs, and also considers whether the candidate would provide adequate representation of our market area. Any nominee for director made by the Committee must be highly qualified with regard to some or all of these attributes. These criteria as well as viewpoint, skill, race and national origin are considered to provide for diversity on our Board of Directors. These diversity factors are considered when the Corporate Governance and Nominating Committee and Board are seeking to fill a vacancy or new seat on the Board.

In searching for qualified director candidates to fill vacancies on the Board, the Committee solicits the current directors for names of potentially qualified candidates. Additionally, the Committee may request that the directors pursue their own business contacts for the names of potentially qualified candidates. The Committee would then consider the potential pool of director candidates, select the top candidate based on the candidates' qualifications and the Board's needs, and conduct a thorough investigation of the proposed candidate's background to ensure there is no past history that would cause the candidate not to be qualified to serve as a director of Mid-Southern. The Committee will consider director candidates recommended by our shareholders. If a shareholder has submitted a proposed nominee, the Committee would consider the proposed nominee, along with any other proposed nominees recommended by members of our Board of Directors, in the same manner in which the Committee would evaluate its nominees for director. For a description of the proper procedure for shareholder nominations, see "Advance Notice of Business to be Conducted at the Annual Meeting" in this proxy statement.

Communications with Directors. A shareholder may communicate with the Board of Directors or any individual director by mailing a communication to the Corporate Secretary, Mid-Southern Bancorp, Inc., 300 N. Water Street, Salem, Indiana 47167. The Corporate Secretary will forward such communication to the full Board of Directors or to any individual director or directors to whom the communication is directed unless the communication is unduly hostile, threatening, illegal or similarly inappropriate, in which case the Corporate Secretary has the authority to not take any action with respect to the communication or take appropriate legal action regarding the communication.

The Board of Directors unanimously recommends that you vote FOR each of the nominees for director.

PROPOSAL 5 – RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Audit Committee of the Board of Directors has appointed FORVIS, LLP ("FORVIS") as our independent registered public accounting firm for the year ended December 31, 2024 and the appointment of FORVIS is being submitted to shareholders for ratification. Although ratification is not required by our Bylaws or otherwise, the Board is submitting the appointment of FORVIS to our shareholders for ratification as a matter of good corporate practice. If the appointment is not ratified, the Audit Committee will consider whether it is appropriate to select another registered public accounting firm. Even if the appointment is ratified, the Audit Committee in its discretion may select a different registered public accounting firm at any time during the year if it determines that such a change would be in the best interests of Mid-Southern and its shareholders. FORVIS served as our independent registered public accounting firm for the year ended December 31, 2023. A representative of FORVIS is not expected to be present, or to make any statement or respond to any questions, at the 2024 annual meeting.

The Audit Committee will establish general guidelines for the permissible scope and nature of any permitted non-audit services to be provided by the independent registered public accounting firm in connection with the Audit Committee's annual review of its charter. Pre-approval may be granted by action of the full Audit

Committee or by delegated authority to one or more members of the Audit Committee. If this authority is delegated, all approved non-audit services will be presented to the Audit Committee at its next meeting. In considering non-audit services, the Audit Committee or its delegate will consider various factors, including but not limited to, whether it would be beneficial to have the service provided by the independent registered public accounting firm and whether the service could compromise the independence of the independent registered public accounting firm. For the year ended December 31, 2023, the Audit Committee approved all of the services provided by FORVIS that were designated as audit-related fees, tax fees and all other fees.

The Board of Directors unanimously recommends that you vote FOR the ratification of the appointment of FORVIS, LLP as our independent registered public accounting firm.

ADVANCE NOTICE OF BUSINESS TO BE CONDUCTED AT ANNUAL MEETING

Mid-Southern does not anticipate holding a 2025 annual meeting of shareholders if the Sale Transaction is completed as currently expected. In the event that the Sale Transaction is not completed within the expected time frame or at all, Mid-Southern may hold an annual meeting in 2025. Any shareholder nominations or proposals for business intended to be presented by a shareholder at Mid-Southern's next annual meeting must be submitted to Mid-Southern as set forth below.

Our Bylaws establish advance notice procedures as to (1) business to be brought before an annual or special meeting of shareholders other than by or at the direction of our Board of Directors, and (2) the nomination, other than by or at the direction of our Board of Directors, of candidates for election as directors. To be timely, such advance notice must set forth the information required under the Bylaws and be received at the principal office of the corporation (a) if the annual meeting is to be held on a day which is not more than 30 days in advance of the anniversary of the previous year's annual meeting or not later than 60 days after the anniversary of the previous year's annual meeting, notice must be received not later than the close of business on the 90th day (*i.e.*, February 21, 2025) nor earlier than the close of business on the 120th day (*i.e.*, January 22, 2025) in advance of the anniversary of the previous year's annual meeting; or (b) with respect to any other annual meeting of shareholders, notice must be received no earlier than the close of business on the 120th day before the annual meeting and not later than the close of business on the later of: (1) the 90th day before the annual meeting and (2) the close of business on the 10th day following the first date on which public disclosure of the date of the meeting was made.

OTHER MATTERS

Solicitation Fees

Mid-Southern will bear the cost of solicitation of proxies and it will reimburse brokerage firms and other custodians, nominees and fiduciaries for reasonable expenses incurred by them in sending proxy materials to the beneficial owners of common stock. In addition to solicitations by mail, Mid-Southern's directors, officers and regular employees may solicit proxies personally, by telephone or by other forms of communication without additional compensation. Regan & Associates, Inc. has agreed to assist Mid-Southern in the proxy solicitation for a fee of $8,000, plus reimbursement of expenses and charges for telephone calls made and received in connection with the solicitation.

Whether or not you plan to attend the meeting, please vote by marking, signing, dating, and promptly returning the enclosed proxy card in the enclosed envelope, or vote by telephone or via the Internet.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Erica B. Schmidt
Erica B. Schmidt
Corporate Secretary

Salem, Indiana
April 17, 2024

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APPENDIX A

Execution Version

PURCHASE AND ASSUMPTION AGREEMENT

BY AND AMONG

BEACON CREDIT UNION,

MID-SOUTHERN SAVINGS BANK, FSB

AND

MID-SOUTHERN BANCORP, INC.
(SOLELY FOR PURPOSES OF THE SECTIONS IDENTIFIED HEREIN)

January 25, 2024

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Exhibit 8.03(d)	Executive Agreements Assignment and Assumption Agreement

PURCHASE AND ASSUMPTION AGREEMENT

THIS PURCHASE AND ASSUMPTION AGREEMENT ("**Agreement**") is made and entered into as of this 25th day of January, 2024, by and among MID-SOUTHERN BANCORP, INC., an Indiana corporation ("**Holding Company**"), its wholly-owned subsidiary, MID-SOUTHERN SAVINGS BANK, FSB, a federally-chartered savings bank ("**Seller**"), and BEACON CREDIT UNION, an Indiana-chartered, privately insured credit union ("**Buyer**"). Holding Company is a signatory to the Agreement solely for the purpose of providing the covenants and other agreements set forth in Section 7.02, Section 7.06, Section 7.07, Section 8.05 and Section 11.09.

RECITALS

WHEREAS, the board of directors of Seller has declared it advisable and in the best interest of Seller and its sole shareholder to sell substantially all of Seller's assets and transfer substantially all of its liabilities to Buyer;

WHEREAS, applicable provisions of federal law and the regulations of the Office of the Comptroller of the Currency (the "**OCC**") allow Seller to sell substantially all of its assets and transfer substantially all of its liabilities to Buyer;

WHEREAS, the board of directors of Holding Company has declared it advisable and in the best interest of Holding Company and its shareholders for Seller to sell substantially all of its assets and transfer substantially all of its liabilities to Buyer;

WHEREAS, Buyer desires to purchase substantially all of the assets and assume substantially all of the liabilities of Seller;

WHEREAS, as a condition to the willingness of Buyer to enter into this Agreement, each of the directors and executive officers of Seller has entered into a Voting Agreement, substantially in the form of Exhibit A hereto (the "Voting Agreement"), dated as of the date hereof, with Buyer, pursuant to which each such director has agreed, among other things, to vote all shares of common stock of Holding Company owned by such person in favor of the approval of this Agreement and the Transactions, upon the terms and subject to the conditions set forth in the Voting Agreement;

WHEREAS, following the consummation of the Bank Transactions, (i) Seller will wind up its business, distribute its remaining assets to Holding Company and surrender its banking charter, and (ii) Holding Company will dissolve and distribute its assets to the shareholders of Holding Company (collectively, the "**Post-Closing Transactions**," and together with the Bank Transactions, the "**Transactions**"); and

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions¶ In addition to the terms defined elsewhere in this Agreement, as used herein, the following terms have the definitions indicated:

"**Account Loans**" are those savings account loans and NOW, checking and other transaction account lines of credit associated with Deposits which consist of (a) all account loans secured solely by Deposits, if any, and (b) any overdraft, checking balances or checking account line of credit loan balances, if any.

"**Accounts Receivable**" means all accounts receivable reflected on Seller's books and records as of the close of business on the Closing Date.

"**Accrued Interest**" means, (i) with respect to Loans and Liquid Assets, interest that is accrued but not credited through the close of business on the Closing Date, and (ii) with respect to Deposits, FHLB advances and BTFP advances, interest that is accrued but unposted through the close of business on the Closing Date.

"**ACH**" has the meaning set forth in Section 11.02.

"**ACH Items**" means automated clearing house debits and credits including social security payments, federal recurring payments, and other payments debited and/or credited to or from Deposit accounts.

"**Acquired Overdrafts**" means all overdrafts associated with all Deposit Liabilities assumed by the Buyer under Section 2.02(a).

"**Acquisition Agreement**" means any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement constituting or related to, or which is intended to or would be reasonably likely to lead to, any Acquisition Proposal.

"**Acquisition Proposal**" shall mean (i) any inquiry, proposal or offer from any Person or group of Persons (other than as contemplated by this Agreement) relating to, or that could reasonably be expected to lead to, any direct or indirect acquisition or purchase, in one transaction or a series of transactions, of (A) Assets or businesses that constitute 20% or more of the revenues, net income or Assets of Seller, taken as a whole, or (B) 20% or more of any class of equity securities of Holding Company or Seller; (ii) any tender offer or exchange offer that, if consummated, would result in any Person beneficially owning 20% or more of any class of equity securities of Holding Company or Seller; (iii) any merger, consolidation, business combination, recapitalization, liquidation, dissolution, joint venture, binding share exchange or similar transaction involving Holding Company or Seller pursuant to which any Person or the shareholders of any Person would own 20% or more of any class of equity securities of Holding Company or Seller, or of any resulting parent company of Holding Company or Seller; or (iv) any other transaction the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the Transactions or that could reasonably be expected to dilute materially the benefits to Buyer of the Transactions contemplated hereby, other than the Transactions contemplated hereby.

"**Additional Records**" means all records relating to the Liquidation Accounts, including all records relating to the subaccounts of the Liquidation Accounts, and such other records as Seller shall identify, during the period following the Closing Date until the final distribution of assets by Holding Company, as additional records to be retained by Buyer.

"**Adverse Recommendation Change**" has the meaning set forth in Section 7.02(b).

"**Affiliate**" of a Party means any person, partnership, corporation, association or other legal entity directly or indirectly controlling, controlled by, or under common control with that Party.

"**Allowance**" means the specific and general reserves applicable to the Loans as determined by Seller in accordance with applicable regulatory standards and GAAP.

"**Articles**" has the meaning set forth in Section 5.02.

"**ASI**" means American Share Insurance, a credit union-owned share insurance fund.

"**Assets**" means all intellectual property assets of Seller, the Liquid Assets, Real Estate, Fixed Assets, the Loans, the Loan Documents, the Accounts Receivable, the Assumed Contracts, the Cash on Hand, the Records, the Safe Deposit Boxes, the Bank Accounts, the Prepaid Expenses, the Other Assets, the Routing and Telephone Numbers, and repossessed collateral, but specifically excluding the Excluded Assets. Notwithstanding the foregoing, in no event will "Assets" be deemed to include any assets solely owned by Holding Company and not owned by Seller.

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 2.02.

"**Assumed Contracts**" has the meaning set forth in Section 2.02(b).

"**Assumed Liabilities**" has the meaning set forth in Section 2.02.

"**Bank Accounts**" means all of Seller's Deposit accounts, including, without limitation, those for payroll and cashier's checks.

"**BTFP**" means the Bank Term Funding Program.

"**Bank Owned Life Insurance Policies**" means the life insurance policies owned by Seller including those listed on Disclosure Schedule 3.12.

"**Bank Transactions**" means the purchase and transfer of the Assets and assumption of the Assumed Liabilities contemplated by Article II and Article III, and the consummation of the other transactions to take place at or prior to the Closing as contemplated by this Agreement and the documents, agreements, schedules and exhibits to be delivered or to be filed in connection with this Agreement.

"**Bill of Sale and Assignment**" has the meaning set forth in Section 3.02(a).

"**Branches**" means the banking offices, including loan production offices, of Seller and, if applicable, offices used by Seller for other lines of business. "**Branch**" refers to each such Branch or any one of the Branches

"**Breach Notice**" has the meaning set forth in Section 10.01(b).

"**Business Day**" means any Monday, Tuesday, Wednesday, Thursday, or Friday that is not a federal holiday generally recognized by federal savings banks.

"**Business Loan**" means a term or revolving loan to a commercial enterprise secured by personal property or a mixture of real and personal property or an unsecured term or revolving loan to a commercial enterprise.

"**Buyer**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Call Report**" means with respect to any reporting date Reporting Form FFIEC 051, or the then-applicable form adopted by the Federal Financial Institutions Examination Council, including the schedules thereto.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act of 2020.

"**Cash on Hand**" means all petty cash, vault cash, ATM cash and teller cash.

"**Closing**" and "**Closing Date**" have the meanings set forth in Section 4.01.

"**Closing Balance Sheet**" has the meaning set forth in Section 2.03.

"**Change in Control Agreements**" has the meaning set forth in Section 8.03(b).

"**Closing Equity Value**" means Seller's "total equity" as estimated as of the Closing Date and calculated in accordance with GAAP, and as would be reported as total bank equity capital on line 27a on Seller's Call Report, calculated as of the close of business on the Closing Date. For purposes of calculating Closing Equity Value, any Termination Expenses paid or accrued by Seller or the Holding Company will not be deducted against the Closing Equity Value.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any similar state law.

"**Code**" has the meaning set forth in Section 3.15.

"**Commercial Mortgage Loan**" means a loan secured by a Mortgage on real property used for commercial purposes, including five- or greater unit residential real property.

"**Construction Loan**" means a loan, the proceeds of which are intended to be used substantially to finance the construction of improvements on real property.

"**Contracts**" means the service and maintenance agreements, leases of personal and real property, and any other agreements, licenses and permits, whether written or oral, to which Seller is a party (including the Safe Deposit Box Contracts); *provided*, *however*, that, for purposes of clarification only, such contracts shall not include (1) any Employee Benefit Plan that is maintained, administered or contributed to or by Seller (unless prior to the Closing Date, Buyer determines to assume any one or more such Employee Benefit Plans pursuant to Section 2.01(c)(vii)), or (2) any employment agreements or change in control agreements to which Seller is a party, other than the Executive Agreements assigned to Buyer pursuant to Section 8.03(c) (collectively, the "**Excluded Contracts**"). Except as otherwise provided herein, all Excluded Contracts shall be retained by Seller and Buyer assumes no responsibility or liability with respect thereto.

"**Consumer Loan**" means a loan to an individual primarily for a personal, family or household purpose.

"**COVID-19**" means coronavirus disease 2019 or COVID-19.

"**COVID-19 Measures**" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other law, order, directive, guideline or recommendation by any Governmental Authority in connection with or in response to COVID-19, including, but not limited to, the CARES Act.

"**Deposit**" or **"Deposits**" means a deposit or deposits as defined in Section 3(l)(1) of the Federal Deposit Insurance Act, as amended, 12 U.S.C. Section 1813(l)(1), including without limitation the aggregate balances of all savings accounts with positive balances, accounts accessible by negotiable orders of withdrawal ("**NOW**" accounts), other demand instruments, Retirement Accounts, and all other accounts and deposits, together with Accrued Interest thereon, if any.

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

"**Disclosure Schedule**" has the meaning set forth in the first paragraph of Article V.

"**Distribution Threshold**" means, as of any date, Seller's total bank equity capital reported on line 27a on the most recent Call Report filed by Seller as of such date.

"**Effective Time**" has the meaning set forth in Section 4.01.

"**Employee Benefit Plan**" means any (i) nonqualified deferred compensation, agreement or arrangement subject to Code Section 409A, (ii) any retirement plan or arrangement that is an Employee Pension Benefit Plan, whether or not funded or tax-qualified, (iii) tax-qualified defined contribution retirement plan or arrangement that is an Employee Pension Benefit Plan, (iv) tax-qualified defined benefit retirement plan or arrangement that is an Employee Pension Benefit Plan, (v) any plan or arrangement subject to Title IV of ERISA, and/or (vi) Employee Welfare Benefit Plan or fringe benefit plan or program, whether insured or self-insured, and whether or not subject to ERISA.

"**Employee Pension Benefit Plan**" means as defined in ERISA Section 3(2).

"**Employee Welfare Benefit Plan**" means as defined in ERISA Section 3(1).

"**Encumbrances**" means all mortgages, claims, charges, liens, encumbrances, easements, restrictions, options, pledges, calls, commitments, security interests, conditional sales agreements, title retention agreements, leases, and other restrictions of any kind whatsoever.

"**ESOP**" shall have the meaning set forth in Section 11.10.

"**Environmental Laws**" has the meaning set forth in Section 5.19(a).

"**Environmental Problem**" has the meaning set forth in Section 7.10(a).

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

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

"**Excluded Assets**" has the meaning set forth in Section 2.01(c).

"**Excluded Branch**" has the meaning set forth in Section 7.10(b).

"**Excluded Contracts**" has the meaning set forth in the definition of "Contracts" in this Section 1.01.

"**Excluded Liabilities**" has the meaning set forth in Section 2.02(o).

"**Executive Agreements**" means, collectively, that certain Executive Employment Agreement, dated October 1, 2016, between Seller and Alexander G. Babey, as amended, and that certain Change in Control Severance Agreement, dated October 28, 2021, between Seller and James O. King III.

"**Executive Agreement Assignment and Assumption Agreement**" has the meaning set forth in Section 8.03(c).

"**Fair Market Value**" means, as to the Liquid Assets of Seller, the market prices of those bonds and securities as reasonably determined and agreed to by Seller and Buyer as of the Closing Date.

"**FDIC**" means the Federal Deposit Insurance Corporation.

"**FHLB**" means the Federal Home Loan Bank of Indianapolis.

"**Fixed Assets**" means all furniture, equipment, trade fixtures, ATMs, office supplies, sales material, and all other tangible personal property owned or leased by Seller, located in or upon any Branch, and described on Disclosure Schedule 3.02(b), which also describes with respect to each Fixed Asset whether it is owned or leased by Seller, the depreciated book value as of the date specified therein, and any Encumbrance relating thereto.

"**Former Seller Employee**" has the meaning set forth in Section 8.01(e).

"**FRB**" means the Board of Governors of the Federal Reserve System.

"**FRB St. Louis**" means the Federal Reserve Bank of St. Louis.

"**GAAP**" means United States generally accepted accounting principles as consistently applied by Seller.

"**General Exceptions**" has the meaning set forth in Section 5.01.

"**Governmental Authority**" means the Regulators, any court, and any other administrative agency or commission or other federal, state or local governmental authority or instrumentality, including any subdivision thereof.

"**Home Equity Loan**" means a closed-end or revolving Residential Mortgage Loan secured by a Mortgage with a priority no lower than a second mortgage priority on the applicable Mortgaged Property.

"**IBCL**" means the Indiana Business Corporation Law.

"**IDFI**" means the Indiana Department of Financial Institutions.

"**IRA**" means an Individual Retirement Account.

"**IRS**" means the Internal Revenue Service.

"**Knowledge**" and the phrases "to the Knowledge" or "to the best Knowledge" are defined so that, when any statement in this Agreement or in any list, certificate or other document delivered pursuant to this Agreement to any party hereto is made "to the Knowledge" or "to the best Knowledge" of Seller, Holding Company or Buyer, such Knowledge shall mean facts and other information that are known or should have been known after due inquiry by (i) the Chief Executive Officer or Chief Financial Officer of Seller and Holding Company, or (ii) the Chief Executive Officer or Chief Financial Officer of Buyer, as applicable.

"**Latest Balance Sheet**" has the meaning set forth in Section 2.02(f).

"**Leased Property**" has the meaning set forth in Section 2.02(g).

"**Liquid Assets**" means all bonds and other investment securities owned by Seller (including any investment securities held directly by MSI) on the Closing Date, together with Accrued Interest thereon, if any, and including any amounts due to or from brokers or custodians.

"**Liquidation Accounts**" has the meaning set forth in Section 11.09.

"**Liquidation Account Participants**" has the meaning set forth in Section 11.09.

"**Liquidation Account Value**" has the meaning set forth in Section 11.09.

"**Loan Commitments**" means the unfunded portion of a line of credit or other commitment reflected on the books and Records of Seller to make an extension of credit (or additional advances with respect to a Loan) that was legally binding on Seller as of the Closing Date.

"**Loan Debtor**" and "**Loan Debtors**" means an obligor or guarantor, including a third party pledgor, with respect to the Loan Documents relating to a Loan.

"**Loan Documents**" means, with respect to each Loan, the constituent documents relating thereto, including, without limitation, the loan application, all verifications (including employment verification, deposit verification, etc.), financial statements of borrowers and guarantors, independently prepared financial statements, internally prepared financial statements, commitment letters, appraisal reports, title insurance policies, promissory notes, loan agreement, security agreements (including any intellectual property security agreements, pledge agreements and general security agreements), Mortgages, legal opinions, intercreditor agreements, original stock powers, stock certificates, assignments, guaranties, uniform commercial code financing statements, and all amendments, modifications, supplements or allonge to any of the foregoing.

"**Loan**" and "**Loans**" means all the loans owed to or held by Seller as of the Closing Date, each of which is either an Account Loan, a Construction Loan, a Residential Mortgage Loan (including a Home Equity Loan), a Commercial Mortgage Loan, a Business Loan, a Consumer Loan, or an Unsecured Loan, in each case, (x) net of the Allowance maintained by Seller with respect to those loans and (y) any deferred fees or costs with respect to those loans, in each case, including (i) any unposted or in transit loan credits or debits, (ii) all retained rights of Seller to service previously originated and sold loans, and (iii) any loans that have been charged off in full against the Allowance prior to the Closing Date.

"**Material Adverse Effect**" has the meaning set forth in Section 5.04.

"**Maximum Amount**" has the meaning set forth in Section 8.04(b).

"**Minimum Balance Requirement**" has the meaning set forth in Section 7.23.

"**Minimum Equity Value**" has the meaning set forth in Section 2.04.

"**Mortgage**" means a mortgage, deed of trust or similar instrument encumbering Mortgaged Property, which secures the obligations of a Loan Debtor with respect to a Loan.

"**Mortgaged Property**" means real property and fixtures (if applicable) encumbered by a Mortgage.

"**Multiemployer Plan**" has the meaning given in Section 3(37) of ERISA.

"**MSI**" means Mid-Southern Investments, Inc., an Indiana corporation.

"**Non-Assignable Change in Control Agreements**" means, collectively, that certain Change in Control Severance Agreement, dated September 25, 2020, between Seller and Thomas Lamb, and that certain Change in Control Severance Agreement, dated December 20, 2017, between Seller and Erica B. Schmidt.

"**NOW**" has the meaning set forth in the definition of "Deposit" or "Deposits" in this Section 1.01.

"**OCC**" has the meaning set forth in the Recitals.

"**OREO**" means other real estate owned by Seller, as such real estate is classified on the books of Seller.

"**Other Assets**" means all assets of Seller as of the close of business on the Closing Date which are not otherwise enumerated herein, other than the Excluded Assets.

"**Other Liabilities**" means all obligations and liabilities of Seller, and all claims, demands, and causes of action against Seller, in each case whether or not known, whether liquidated or unliquidated, whether absolute or contingent, and whether asserted or unasserted, other than the Excluded Liabilities.

"**Outside Date**" means January 31, 2025.

"**Party**" means any of Buyer, Seller, or Holding Company (solely for purposes of the Sections identified herein).

"**Permitted Encumbrances**" has the meaning set forth in Section 5.05.

"**Person**" means any individual, corporation, company, partnership (limited or general), limited liability company, joint venture, association, trust or other business entity.

"**Prepaid Expenses**" means the prepaid expenses recorded or reflected on the books of Seller as of the close of business on the Closing Date.

"**Professional Fees**" means the costs and expenses due by Seller or Holding Company to counsel, accountants, consultants or investment bankers for services performed for Seller or Holding Company in connection with the Transactions.

"**PSC**" means Piper Sandler & Co.

"**Purchase Price**" has the meaning set forth in Section 2.01(b).

"**Purchase Price Allocation**" has the meaning set forth in Section 3.15.

"**Real Estate**" means Seller Real Estate and the OREO.

"**Qualified Financial Contract**" means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

"**Records**" means (i) all records and original documents relating to the Loans, Safe Deposit Boxes, the Bank Accounts, the Assets, the Other Assets, or the Deposits; (ii) an account history of all accounts related to Deposits, Loans, Cash on Hand, Liquid Assets, the Bank Accounts, and Safe Deposit Boxes; and (iii) all signature cards, customer cards, customer statements, legal files, pending files, all account agreements, Retirement Account agreements, Safe Deposit Box records, computer records and other records and documents (electronic or otherwise) related to the Assets, the Assumed Liabilities, and Seller's business (other than those relating to the Excluded Assets and the Excluded Liabilities).

"**Recurring Debit**" means payments made directly from a Deposit account to a third party on a regularly scheduled basis pursuant to arrangements between the owner of the account and the third party receiving the payments directly.

"Regulators" means the FDIC, FRB, IDFI and OCC, as applicable.

"**Regulatory Accounting Principles**" means accounting principles of any Governmental Authority generally applicable to banks and bank holding companies.

"**Regulatory Approvals**" means the approval of the IDFI, FDIC, FRB, OCC and any other Governmental Authority required to consummate the Transaction.

"**Related Seller Financial Statements**" has the meaning set forth in Section 5.03.

"**Residential Mortgage Loan**" means a loan secured by a Mortgage on real property that is a one- to four-family, owner-occupied primary residence, second home or investment property.

"**Retained Cash**" means Cash on Hand or in Bank Accounts retained by Seller after the Closing in an amount equal to $10,000,000.00, which Seller shall use to satisfy in full the Retained Cash Items. Any Retained Cash remaining following the full satisfaction of Retained Cash Items will be available to be distributed to the shareholders of Holding Company.

"**Retained Cash Items**" means required transaction expenses, including, (i) the payment and elimination of the Liquidation Accounts, (ii) the payment of certain third-party contract termination fees incurred post-Closing as disclosed in Disclosure Schedule 1.01, (iii) the payment of costs and expenses incurred in connection with preparing and filing Seller's final tax returns; (iv) expenses pursuant to any change of control, severance, stay, termination, bonus, phantom equity or similar payments due by Seller or Holding Company to any person under any plan, agreement or arrangement of Seller or Holding Company, which obligation, in each case, is payable or becomes due as a result of the consummation of the Transactions, including all payroll and other taxes that are payable by Seller or Holding Company in connection with the payment of such liability, (v) the payment of Seller's Professional Fees; (vi) the payment of costs and expenses incurred pursuant to Seller's core processing system deconversion fees; (vii) the payment in connection with the termination of the ESOP, and (viii) expenses incurred in dissolving and liquidating Holding Company and distributing its net assets to Holding Company's shareholders.

"**Retirement Account Transfer Agreement**" has the meaning set forth in Section 3.11.

"**Retirement Accounts**" means any Deposit account, generally known as IRAs, Keoghs or SEPs, maintained by a customer for the stated purpose of the accumulation of funds to be drawn upon at retirement.

"**Return Items**" has the meaning set forth in Section 5.14(b)(1).

"**Routing and Telephone Numbers**" means the ABA routing number 283971901 of Seller used in connection with Deposits, upon approval from the FRB of the transfer of this number to Buyer under the name "Beacon Credit Union," and the telephone and facsimile numbers associated with Seller.

"**Safe Deposit Box Contracts**" means the Contracts relating to the Safe Deposit Boxes.

"**Safe Deposit Boxes**" means all right, title and interest of Seller in and to any safe deposit business conducted through one of Seller's offices as of the close of business on the Closing Date.

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

"**Seller**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Seller Account**" means an account to be established prior to Closing at Buyer in the name and for the benefit of Seller.

"**Seller Annual Financial Statements**" has the meaning set forth in Section 5.03.

"**Seller Call Reports**" has the meaning set forth in Section 5.03.

"**Seller Financial Statements**" has the meaning set forth in Section 5.03.

"**Seller Leases**" has the meaning set forth in Section 2.02(g).

"**Seller Real Estate**" means the real estate, buildings and fixtures owned by Seller as of the date hereof.

"**Seller Fee**" has the meaning set forth in Section 10.02(b).

"**Specified Contracts**" has the meaning set forth in Section 5.15.

"**Shareholder Meeting**" has the meaning set forth in Section 7.02(b).

"**Subsequent Seller Financial Statements**" has the meaning set forth in Section 7.05(e).

"**Superior Proposal**" shall mean any Acquisition Proposal (but changing the references to "20% or more" in the definition of "Acquisition Proposal" to "50% or more") that the Holding Company board of directors determines in good faith (after having received the advice of its financial advisors as to financial matters), to be (i) more favorable to the shareholders of Holding Company from a financial point of view than the Transactions (taking into account all the terms and conditions of such proposal and this Agreement (including any break-up fees, expense reimbursement provisions and conditions to consummation and any changes to the financial terms of this Agreement proposed by Buyer in response to such offer or otherwise)) and (ii) reasonably capable of being completed without undue delay taking into account all financial, legal, regulatory and other aspects of such proposal.

"**Taxpayer Information**" has the meaning set forth in Section 11.08.

"**Termination Expenses**" means all expenses, except for the Retained Cash Items, paid by Seller in connection with the amendment or termination of Contracts prior to Closing at the request of Buyer.

"**TIN**" means Taxpayer Identification Number.

"**Transactions**" has the meaning set forth in the Recitals.

"**Unfunded Commitment**" means the commitment entered into of Seller to fund additional advances under any Loan, or under any new unfunded Loan commitment on or after the Closing Date.

"**Unsecured Loan**" means a loan which is not secured by assets of the Loan Debtor or Loan Debtors or any third party.

"**Voting Agreement**" has the meaning set forth in the Recitals hereto.

"**Withholding Obligations**" has the meaning set forth in Section 11.03.

ARTICLE II
TERMS OF PURCHASE AND ASSUMPTION

Section 2.01 Assets.

(a) Purchase and Sale. At the Closing and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, and transfer to Buyer and Buyer shall purchase and acquire from Seller all of Seller's right, title, and interest in and to the Assets.

(b) Purchase Price. In consideration for the Assets purchased by Buyer under this Agreement, Buyer shall (i) assume the Assumed Liabilities (other than the Excluded Liabilities), (ii) pay in cash to Seller at Closing an amount equal to Forty Five Million One Hundred Ninety-Eight Thousand Seven Hundred Eighty-Nine Dollars ($45,198,789), subject to any adjustment pursuant to Section 2.04 ("**Purchase Price**"), and (iii) allow Seller to retain the Retained Cash.

(c) Excluded Assets. Disclosure Schedule 2.01(c) sets forth the assets of Seller (the "**Excluded Assets**") that are excluded from the Assets sold by Seller and purchased by Buyer hereunder. The "Excluded Assets" shall include (i) the Retained Cash, (ii) all tax refunds, if any, relating to pre-Closing tax periods, (iii) claims, demands, and causes of action by Seller against directors, officers and employees of Seller relating to their acts or omissions occurring on or prior to the Closing Date, (iv) all books and Records related to Seller's income taxes, (v) any assets solely owned by Holding Company, including, but not limited to, cash, including all funds in deposit accounts with Seller, equity securities of Seller, and all net deferred tax assets, (vi) the ESOP note receivable, including accrued interest on the ESOP note receivable, (vii) any Employee Benefit Plan maintained, administered or contributed to by Seller, all of which will be terminated by Seller prior to the Closing Date (unless prior to the Closing Date Buyer determines to assume any one or more such Employee Benefit Plan), (viii) the Allowance and (ix) all net deferred tax assets. It is understood and agreed that Seller shall retain, and Buyer shall not purchase, any right or interest in the Excluded Assets.

Section 2.02 Assumed Liabilities.¶Subject to the terms and conditions of this Agreement and pursuant to an assignment and assumption agreement in substantially the form attached hereto as Exhibit 2.02 (the "**Assignment and Assumption Agreement**") Buyer, on the Closing Date, shall assume and agree to pay, discharge and perform when lawfully due, the following obligations, debts and liabilities of Seller, known or unknown, contingent or otherwise, including without limitation, the following (all of which are collectively referred to herein as the "**Assumed Liabilities**"):

(a) Deposits. The deposit accounts shown on the books and Records of Seller as of the close of business on the Closing Date (including, without limitation, all checking, savings, certificate of deposit investments, individual retirement, Keogh, money market, time deposit, repurchase agreements, and sweep accounts) together with all accrued interest relating to such deposit accounts (the "**Deposit Liabilities**"). Disclosure Schedule 2.02(a) contains a list of Deposits as of September 30, 2023 with such schedule specifying the identity of the accountholder and the type of account for each Deposit, and such list shall be updated by Seller (x) as of 5:00 p.m., Eastern time, on the date that is five (5) Business Days prior to the Closing Date (and delivered to Buyer on or before the date that is three (3) Business Days prior to the Closing Date) and (y) as of 5:00 p.m., Eastern time, on the Business Day immediately preceding the Closing Date (and delivered to Buyer on the Closing Date).

(b) Assumed Contracts. Each liability for the payment and performance of Seller's obligations on the Contracts in according with the terms of such Contracts in effect on the Closing Date.

(c) Assumption of Loans. All obligations and duties of Seller under and pursuant to the Loan Documents as of the Closing Date, including, without limitation, the obligation to fund Unfunded Commitments.

(d) Safe Deposit Boxes. All Safe Deposit Box contents, and all of Seller's obligations under the Safe Deposit Box Contracts.

(e) FHLB Advances. All obligations of Seller relating to FHLB advances.

(f) Accounts Payable. Any account payable included in the latest balance sheet in Seller Financial Statements (the "**Latest Balance Sheet**") and any account payable incurred by Seller in the ordinary course of business between the date of the Latest Balance Sheet and the Effective Time, in each case that remains unpaid as of the Effective Time; provided, however, that the Purchase Price shall be reduced in an amount equal to any late fees or penalties arising due to delinquencies as of the Closing Date.

(g) Seller Leases. The lease agreements ("**Seller Leases**"), as listed on Disclosure Schedule 2.02(g) hereto, under which the Seller leases space ("**Leased Property**"), including all improvements by Seller thereto, and Fixtures thereon and any easements, concessions, licenses or similar rights appurtenant.

(h) Ad Valorem Taxes. Ad valorem taxes applicable to any Asset, if any, *provided*, that the assumption of any ad valorem taxes shall be limited to an amount equal to the market value of the Asset to which such taxes apply as determined by Buyer.

(i) Qualified Financial Contracts. Liabilities, if any, with respect to Qualified Financial Contracts.

(j) Seller Employee Expenses. Any Liability of Seller to any of its employees or directors to the extent fully accrued and unpaid on Seller's books as of the Effective Time but not yet due and owing for (i) compensation or bonus payments; and (ii) salary and compensation (including, without limitation paid time off), and payroll taxes in connection therewith owed or earned, as applicable, for all periods on or prior to the Closing Date with respect to Former Seller Employees.

(k) Fed Funds; Repurchase Agreement; Overdrafts. Liabilities, if any, for federal funds purchased, repurchase agreements, and overdrafts in accounts maintained with other depository institutions (including any accrued and unpaid interest thereon computed to and including Closing Date).

(l) Commercial Letters of Credit. Liabilities for any acceptance or commercial letter of credit (other than "standby letters of credit" as defined in 12 C.F.R. Section 337.2(a)); provided, that the assumption of any Liability pursuant to this paragraph shall be limited to the market value of the Assets securing such Liability as agreed upon between the Seller and Purchaser.

(m) Loan Commitments. Liabilities, if any, for Loan Commitments;

(n) Other Liabilities. All obligations of Seller with respect to Other Liabilities.

(o) Excluded Liabilities. It is understood and agreed that Buyer shall not assume or be liable for (i) any costs and expenses of Seller relating to the negotiation or consummation of the Transactions, the winding up, liquidation and dissolution of Seller and the preparation and filing of Seller's final income tax returns, including without limitation, Professional Fees to be paid after Closing, (ii) any federal, state, county or local income taxes of Seller and any taxes attributable to the Assets related to pre-Closing tax periods, (iii) any liabilities of Seller for federal, state, county or local income taxes on the Purchase Price, (iv) any liability or obligation of Seller under the Excluded Contracts, which are listed on Disclosure Schedule 2(o), (v) subject to Section 2.01(c)(vii), any liabilities under any Employee Benefit Plan maintained, administered or contributed to by Seller, excluding any debts, liabilities and obligations under COBRA with respect to any "M&A qualified beneficiary" (as defined under COBRA) as of the later of (A) the Closing Date, or (B) the

date of termination of the Employee Benefit Plan subject to COBRA, (vi) any liabilities related to accrued vacation or paid time off owing to employees, independent contractors or other persons, including Former Seller Employees; (vii) any liability of Seller for the payment of any severance or change in control payment under the Change in Control Agreements, (viii) any liability of Seller or Holding Company arising in connection with the cancellation of any option to acquire shares of Holding Company common stock, (ix) any amount payable to the FDIC as a premium or assessment for deposit insurance with respect to any period following the Closing Date, or (x) any liabilities related to or arising out of the Excluded Assets (collectively, the "**Excluded Liabilities**"). Notwithstanding the foregoing, the parties agree that Buyer shall be considered a "successor employer" for employment tax purposes and that Buyer shall assume responsibility for filing all 2024 employment tax returns (including for any activity in "pre-Closing" periods);

Section 2.03 Closing Balance Sheet. Five (5) Business Days prior to the Closing Date, Seller shall deliver to Buyer a balance sheet for Seller, estimated as of the Closing Date, reflecting Seller's good faith estimate of the accounts of Seller as of a moment before the Effective Time (which, for the avoidance of doubt, shall include net income (or loss) estimated to be earned by Seller through and including the Closing Date), prepared in conformity with past practices and policies of Seller, and in accordance with GAAP to the extent applicable (the "**Closing Balance Sheet**"). Seller shall simultaneously deliver to Buyer all relevant backup schedules and information pertaining to the Closing Balance Sheet reasonably requested by Buyer prior to the Closing. Buyer shall have the opportunity to review the Closing Balance Sheet and related information, including Seller's calculation of Closing Equity Value, and, not less than one (1) Business Day prior to the Closing Date, Buyer shall notify Seller of any objections Buyer has to the Closing Balance Sheet or the calculation of Closing Equity Value. Prior to Closing, Seller and Buyer shall agree upon the information and calculations set forth on the Closing Balance Sheet, including the calculation of Closing Equity Value.

Section 2.04 Purchase Price Adjustment. If the Closing Equity Value is less than the Minimum Equity Value, then the Purchase Price shall be reduced by an amount equal to the difference between the Minimum Equity Value and the Closing Equity Value. If the Closing Equity Value is more than the Minimum Equity Value, then the Purchase Price shall be increased by an amount equal to the difference between the Closing Equity Value and the Minimum Equity Value. "**Minimum Equity Value**" shall mean $30,711,000.

Section 2.05 Alternative Transaction Structure. Although the parties expect the Post-Closing Transactions will be accomplished pursuant to the voluntary liquidation of Seller in accordance with the rules of the OCC and the dissolution of Holding Company in accordance with the IBCL, the Post-Closing Transactions may be accomplished by any alternative structure, including a merger of Seller with Holding Company, as Seller and Holding Company may reasonably determine, provided that any such structure does not result in an adverse change to the income tax consequences to the Parties to the Transaction, or materially impede or delay the consummation of the Bank Transactions.

Section 2.06 Absence of Control. It is the intent of the Parties to this Agreement that neither Seller nor Buyer, by reason of this Agreement, shall be deemed (until consummation of the Bank Transactions) to control, directly or indirectly, the other Party or any of its respective subsidiaries and shall not exercise or be deemed to exercise, directly or indirectly, a controlling influence over the management or policies of such other Party or any of its respective subsidiaries.

ARTICLE III
TRANSFER OF ASSETS

Seller hereby agrees to sell, transfer, convey, assign, and deliver to Buyer, and Buyer agrees to purchase, accept, and receive from Seller, on the Closing Date, all right, title, and interest in and to all of the assets, tangible and intangible, of every kind and description, wherever located, owned by the Seller (collectively the "**Assets**") free and clear of all Encumbrances, except as set forth on the Disclosure Schedule and except for Encumbrances that are in favor of Seller that arise under applicable law, but specifically excluding the Excluded Assets. The Assets purchased include, but are not limited to, the following:

Section 3.01 The Real Estate. All of Seller's right, title and interest on the Closing Date in and to the Real Estate, together with all of Seller's rights in and to all improvements thereon, and all easements associated therewith. Seller shall cause a corporate special warranty deed to be delivered to Buyer on the Closing Date with respect to the

Real Estate. All Real Estate shall be delivered to Buyer free and clear of all Encumbrances (except for Permitted Encumbrances).

Section 3.02 Fixed Assets.

(a) All of Seller's right, title, and interest in and to the Fixed Assets free and clear of all Encumbrances other than rights of lessors under leases. Seller shall cause a bill of sale and assignment, in substantially the form attached hereto as Exhibit 3.02 (the "**Bill of Sale and Assignment**"), of such property to be delivered to Buyer on the Closing Date to effect such transfer.

(b) Disclosure Schedule 3.02(b) sets forth the Fixed Assets and identifies each Fixed Asset with reasonable particularity, and describes any Encumbrances thereon. Seller hereby agrees that (i) the personal property owned by Seller to be delivered on the Closing Date shall be substantially the same as the Fixed Assets set forth on Disclosure Schedule 3.02(b) that are identified as being owned by Seller as of the last day of the calendar month immediately preceding the date hereof, and (ii) the personal property leased by Seller to be delivered on the Closing Date shall be substantially the same as the Fixed Assets set forth on Disclosure Schedule 3.02(b) that are identified as being leased by Seller as of the last day of the calendar month immediately preceding the date hereof, in each case, ordinary wear and tear excepted. In the event of material damage to a Fixed Asset, as reasonably determined by the Buyer, Seller shall have the option to repair, replace or provide a credit, in an amount mutually agreed to by Seller and Buyer, to the Buyer for such Fixed Asset at Seller's sole cost and expense. Seller shall assign to Buyer any manufacturer or supplier warranty covering each Fixed Asset.

Section 3.03 Loans. All Loans (and related Loan Documents) as of the close of business on the Closing Date, as reflected on the books and records of Seller, including Accrued Interest thereon as of the close of business on the Closing Date, pursuant to the Assignment and Assumption Agreement. Loans as of the date of this Agreement are set forth at Disclosure Schedule 3.03 (which list also discloses all Loans classified as non-accrual, as restructured, as ninety (90) calendar days past due, as still accruing and doubtful of collection or any comparable classification). Seller shall update and deliver to Buyer at the Closing a revised Disclosure Schedule 3.03 to reflect new Loans made and Loans paid off between the date of this Agreement and the Closing Date.

Section 3.04 Liquid Assets. All Liquid Assets shall be assigned to Buyer by Seller at their Fair Market Value pursuant to the Bill of Sale and Assignment. The Liquid Assets owned by Seller as of the date of this Agreement (including the book value and market value thereof) are set forth at Disclosure Schedule 3.04. Seller shall update and deliver to Buyer at the Closing a revised Disclosure Schedule 3.04 to reflect the Liquid Assets owned by Seller as of the Closing Date.

Section 3.05 FHLB Stock. All FHLB stock, including but not limited to that listed on Disclosure Schedule 3.05, which shall be updated as of the month-end prior to the Closing Date.

Section 3.06 Cash on Hand. All Cash on Hand, less Retained Cash, at all Seller locations including ATM machines as of the close of business on the Closing Date, pursuant to the Bill of Sale and Assignment.

Section 3.07 Records and Routing and Telephone Numbers. All Records and the Routing and Telephone Numbers as of the close of business on the Closing Date pursuant to the Bill of Sale and Assignment.

Section 3.08 Assumed Contracts and Bank Accounts. All of Seller's right, title and interest at the close of business on the Closing Date in and to the Assumed Contracts and Bank Accounts, less Retained Cash, pursuant to the Assignment and Assumption Agreement.

Section 3.09 Accounts Receivable. All Accounts Receivable of Seller shall be transferred to Buyer pursuant to the Bill of Sale and Assignment. A listing of Seller's Accounts Receivable as of the last day of the calendar month immediately preceding the date hereof is included as Disclosure Schedule 3.09.

Section 3.10 Safe Deposit Boxes and Other Assets. All of the Safe Deposit Boxes and Other Assets of Seller shall be transferred to Buyer pursuant to the Bill of Sale and Assignment.

Section 3.11 Retirement Accounts. With regard to each Retirement Account, all of Seller's right, title and interest in and to the related plan or trustee arrangement and in and to all assets held by Seller pursuant thereto, each pursuant to a Retirement Account Transfer Agreement substantially in the form of Exhibit 3.11 (the "**Retirement Account Transfer Agreement**") Pursuant to the terms of the Retirement Account Transfer Agreement, Buyer agrees to assume all of the fiduciary and administrative relationships of Seller arising out of any Retirement Accounts assigned to Buyer pursuant to this Section 3.11, and with respect to such accounts, Buyer shall assume all of the obligations and duties of Seller as fiduciary and/or third party administrator and succeed to all such fiduciary and administrative relationships of Seller as fully and to the same extent as if Buyer had originally acquired, incurred or entered into such fiduciary relationships.

Section 3.12 Prepaid Expenses. All Prepaid Expenses (a listing as of the last day of the calendar month immediately preceding the date hereof is included as Disclosure Schedule 3.12).

Section 3.13 Bank Owned Life Insurance. All Bank Owned Life Insurance Policies, including but not limited to those listed on Disclosure Schedule 3.13.

Section 3.14 Acquired Overdrafts. All Acquired Overdrafts.

Section 3.15 Allocation. Buyer and Seller agree that the allocation of the Purchase Price will be made based on the relative Fair Market Value of the assets and liabilities acquired, as required by Section 1060 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and agree to utilize such allocation for federal income tax purposes (the "**Purchase Price Allocation**"). The Parties shall start the process to complete the Purchase Price Allocation by no later than thirty (30) days after the date of this Agreement. Such Purchase Price Allocation shall be mutually agreed to by Buyer and Seller prior to the Closing Date and will be consistently reflected by each Party on their federal income tax returns, if any, and similar documents, including, but not limited to, IRS Form 8594. No Party shall file any document or assert any position that conflicts or is inconsistent with such Purchase Price Allocation (unless required by applicable law), and each Party agrees to inform the other promptly upon receipt of any communication from (or forwarding any communication to) the IRS relating to Form 8594. Each Party shall cooperate fully with the other in filing Form 8594.

ARTICLE IV
CLOSING

Section 4.01 Closing Date. The consummation of the Bank Transactions shall take place at a closing ("Closing") to be held on a date mutually agreeable by the Parties no later than the fifth (5th) Business Day or the first Friday, whichever is later, of the calendar month in which the satisfaction or waiver of all conditions to the obligations of the parties set forth in Article IX of this Agreement have occurred (other than conditions that by their nature are normally satisfied at the Closing or that can be satisfied only by the delivery or certificates or other documents at the Closing); (the "Closing Date"), provided that both parties shall use their reasonable efforts to close the Transaction on or before the Outside Date, or such later date as the parties may reasonably agree in their respective sole discretion. The Closing shall be deemed to occur at 11:59 p.m. Eastern time on the Closing Date for all purposes (the "Effective Time"), and "the close of business on the Closing Date" will be deemed to be 5:00 p.m. Eastern time on the Closing Date. Closing Payment. The cash amount owed to Seller by Buyer pursuant to Section 2.01(b) shall be deposited by Buyer in the Seller Account in immediately available funds on the Closing Date.

Section 4.02 Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Buyer the documents set forth in Section 9.02(h) of this Agreement, and on the Closing Date, Seller shall deliver possession of the Assets to Buyer.

Section 4.03 Deliveries by Buyer. At or prior to the Closing, Buyer shall deliver to Seller the documents set forth in Section 9.01(h) of this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

On or prior to the date hereof, Seller has delivered to Buyer a schedule (the "**Disclosure Schedule**") setting forth, among other things, items the disclosure of which is necessary or appropriate either (i) in response to an express disclosure requirement contained in a provision hereof or (ii) as an exception to one or more representations or warranties contained in this Article V or to one or more of Seller's covenants contained in Article VII. The mere inclusion of an item in Seller's Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Seller that such item represents a material exception, fact, event or circumstance or that such item is reasonably expected to result in a Material Adverse Effect on Seller. Any disclosure made with respect to a section of Article V shall be deemed to qualify any other section of Article V but only to the extent that such disclosure is specifically referenced or cross-referenced.

As of the date hereof and as of the Closing Date, Seller represents and warrants to Buyer as follows:

Section 5.01 Organization and Authority.

(a) Holding Company is a corporation duly incorporated and validly existing under the Laws of the State of Indiana, and has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder, subject to the fulfillment or waiver of the conditions precedent set forth in Article XI hereof. The copies of the Articles of Incorporation and Bylaws of Holding Company which have been previously provided to Buyer, are correct and complete and reflect all amendments made thereto.

(b) Seller is a federal savings bank, validly existing, and in good standing (to the extent applicable) under the laws of the United States with full power and authority to carry on its business as now being conducted and to own and operate the properties which it owns and/or operates. MSI is Seller's sole Subsidiary. The copies of the Articles of Incorporation and Bylaws of Seller, which have been provided to Buyer prior to the date of this Agreement, are correct and complete and reflect all amendments made thereto. Seller is not in violation of any provisions of its Articles of Incorporation and Bylaws. Seller has the power and authority to own the Assets and hold the Deposit Liabilities, and to carry on its business as presently conducted.

(c) The execution, delivery, and performance by Seller of this Agreement is within its corporate power and have been duly authorized by all necessary corporate action on its part, subject to any required approvals of this Agreement and the Transactions by the Regulators, Holding Company (as Seller's sole shareholder), and the shareholders of Holding Company. This Agreement has been duly executed and delivered by Seller and constitutes the valid and legally binding obligation of it, enforceable against it in accordance with its terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium or similar laws affecting or relating to creditors' rights generally and subject to general principles of equity (the "**General Exceptions**").

Section 5.02 Conflicts; Consents; Defaults. Except as set forth on Disclosure Schedule 5.02, neither the execution and delivery of this Agreement by the Seller or Holding Company nor the consummation of the Transactions will (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by, any order, law, regulation, Contract, instrument or commitment to which either Seller or Holding Company is a party or by which it is bound, which breach or default would have a Material Adverse Effect on Seller, (ii) violate the charter (the "**Articles**") or bylaws of Seller, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit, license or agreement to which either Seller or Holding Company is a party, or (iv) require the consent or approval of any other party to any Contract or any instrument or commitment to which either Seller or Holding Company is a party, in each case other than approvals expressly contemplated by this Agreement including approvals of the Regulators, the approval of the Holding Company, as Seller's sole shareholder and the approval of the shareholders of Holding Company.

Section 5.03 Financial Information. Prior to the execution of this Agreement, Seller has made available to Buyer copies of its audited consolidated balance sheets as of December 31, 2020, 2021 and 2022 and the related statements of operations, changes in shareholders' equity and cash flows for the years then ended (collectively, together

with any notes thereto, the "**Seller Annual Financial Statements**"). Seller has also made available to Buyer copies of its unaudited Consolidated Financial Statements for the quarter ended September 30, 2023 (the "**Related Seller Financial Statements**") and the Call Reports of Seller for the periods ending on December 31, 2020, 2021 and 2022 ("**Seller Call Reports**"). The Seller Annual Financial Statements, the Related Seller Financial Statements and the Seller Call Reports are collectively referred to as the "**Seller Financial Statements**." The Seller Financial Statements are based upon the books and Records of Seller. The Seller Annual Financial Statements are audited financial statements and have been prepared in accordance with GAAP in all material respects, except as otherwise indicated in such financial statements and in any accountants' notes or reports with respect to such financial statements. The Seller Financial Statements fairly present in all material respects the consolidated financial position of Seller as of the dates thereof and the consolidated results of operations, changes in shareholders' equity and cash flows for the periods then ended; provided, however, that the Related Seller Financial Statements are subject to normal year-end adjustments (which will not be material individually or in the aggregate) and lack footnotes to the extent permitted under applicable regulations. The Related Seller Financial Statements and Call Reports have been prepared in accordance with the instructions of the OCC and Federal Reserve Board and in accordance with such instructions, fairly present in all material respects the consolidated financial position of Seller as of the dates thereof and the consolidated results of operations and changes in shareholders' equity for the periods, as applicable, then ended.

Section 5.04 Absence of Changes. No events or transactions have occurred since December 31, 2022, which have resulted in a Material Adverse Effect as to Seller. For purposes of this Agreement, "**Material Adverse Effect**" means any change, event or effect that is both material and adverse to (x) the financial condition, results of operation, Assets or business of Seller or (y) the ability of Seller or Holding Company to perform their respective obligations under this Agreement, other than (i) the effects of any change attributable to or resulting from changes in political, economic or market conditions (including, but not limited to, equity, credit and debt market conditions), laws, regulations or accounting guidelines applicable to depository institutions generally or in general levels of interest rates, (ii) changes or proposed changes after the date hereof in applicable law, (iii) any outbreak, escalation or worsening of hostilities, declared or undeclared acts of war, sabotage, military action or terrorism, (iv) changes or proposed changes after the date hereof in GAAP or authoritative interpretation thereof, (v) employee departures or terminations after announcement of this Agreement, (vi) the impact of any hurricanes, earthquakes, tornados, floods or other natural disasters, epidemics, pandemics, disease outbreaks or other public health emergencies including, without limitation, COVID-19 or COVID-19 Measures, (vii) a decline in the trading price of Holding Company's common stock or the failure, in and of itself, to meet earnings projections or internal financial forecasts (it being understood that the underlying cause of such decline or failure may be taken into account in determining whether a Material Adverse Effect has occurred) (viii) the impact on the Assets, Deposit Liabilities or Assumed Liabilities of Seller as a result of the public disclosure of the Transactions contemplated hereby, including as a result of any communication by Seller to its customers as required by the FDIC or any other federal or state regulator, (ix) the expenses incurred by Seller in negotiating, documenting, effecting and consummating the transactions contemplated by this Agreement; and (x) any action by Seller taken pursuant to the requirements of this Agreement or taken or omitted to be taken with the prior written consent, or at the request of Buyer, except in the case of clauses (i), (ii), (iii), (iv), and (vi) above, such matters shall be taken into account in determining whether a Material Adverse Effect has occurred only to the extent that such conditions, events, changes, crisis, matters and disasters, as applicable, disproportionately impacts Seller as compared to other community banks or their holding companies generally.

Section 5.05 Title to Real Estate. The Real Estate owned by Seller as of the date of this Agreement (including the book value thereof) are set forth at Disclosure Schedule 5.05 Except as set forth on Disclosure Schedule 5.05, Seller has good, marketable and insurable title to the Real Estate, free and clear of Encumbrances (except liens for taxes that are not yet due and payable, easements, rights-of-way, and other similar restrictions of record which do not have a Material Adverse Effect on Seller (the "**Permitted Encumbrances**")). To the Knowledge of Seller, the Real Estate complies in all material respects with all applicable private agreements, zoning requirements and other governmental laws, building codes, and regulations relating thereto, and there are no condemnation proceedings pending or, to Seller's Knowledge, threatened with respect to the Real Estate.

Section 5.06 Title to Assets. Seller is the lawful owner of and has good and marketable title to the Assets owned by Seller, free and clear of all Encumbrances, other than Encumbrances in favor of the FHLB or the FRB St. Louis with respect to certain of the Loans and investment securities. Delivery to Buyer of the instruments of transfer of ownership contemplated by this Agreement will vest in Buyer good and marketable title to the Assets, including the Loans, Fixed Assets, Liquid Assets, Cash on Hand, cash in the Bank Accounts, Prepaid Expenses, Accounts Receivable,

Records and Other Assets, owned by Seller, free and clear of all Encumbrances, other than Encumbrances in favor of the FHLB or the FRB St. Louis with respect to certain of the Loan and investment securities. The Assets comprise all of the assets used or necessary for the operation of Seller's business as presently conducted, other than the Excluded Assets to the extent they may be considered to be used or necessary for the operation of Seller's business.

Section 5.07 Loans. Except as may be set forth on Disclosure Schedule 5.07, with respect to each Loan:

(a) Seller is the sole owner and holder of the Loan and all servicing rights relating thereto. The Loan is not assigned or pledged (other than to the FHLB), and Seller has good and marketable title thereto. Seller has the full right, subject to no interest or participation of, or agreement with, any other party (other than to the FHLB), to sell and assign the Loan to Buyer, free and clear of any right, claim or interest of any person or entity (other than to the FHLB), and such sale and assignment to Buyer will not impair the enforceability of the Loan.

(b) Except for any Unfunded Commitment, the full principal amount of the Loan has been advanced to the Loan Debtor, either by payment direct to him, her or it, or by payment made at his, her or its direction, and there is no requirement for future advances thereunder.

(c) Each of the Loan Documents is genuine, and each constitutes the legal, valid and binding obligation of the maker thereof, subject to the General Exceptions. All parties to the Loan Documents had legal capacity to enter into the Loan Documents, and the Loan Documents have been duly and properly executed by such parties.

(d) All applicable laws and regulations affecting the origination, administration and servicing of the Loan prior to the Closing Date, including without limitation, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, "know your customer" and disclosure laws, have been complied with, except where the failure to do so would not have a Material Adverse Effect on Seller. Without limiting the generality of the foregoing, Seller has timely provided all disclosures, notices, estimates, statements and other documents required to be provided to the Loan Debtor under applicable law and has documented receipt of such disclosures, estimates, statements and other documents as required by law and Seller's loan origination policies and procedures, except where the failure to do so would not result in material liability to Seller.

(e) The Loan Debtor has no rights of rescission and, to Seller's Knowledge, no rights of setoff, counterclaims, or defenses to the Loan Documents, except such defenses arising by virtue of the General Exceptions.

(f) The information with respect to each Loan set forth in Disclosure Schedule 3.03 is accurate, true and complete in all material respects.

(g) Seller has not (i) amended, modified or supplemented the Loan or the related Loan Documents in any material respect, (ii) waived any material provision of or default under any Loan or the related Loan Documents, or (iii) agreed to forebear from exercising its rights at law or under the applicable Loan Documents with respect to the Loan, except in writing and in accordance with its written loan administration policies and procedures (which policies and procedures have been made available to Buyer). Any such modification, waiver or forbearance is in writing and is contained in the applicable Loan Documents.

(h) Seller has taken all commercially reasonable steps to cause each Loan secured by collateral to be perfected by a security interest having first priority or such other priority as provided for in the relevant Loan Documents.

(i) The Loan Debtor is the owner of all collateral for the relevant Loan, free and clear of any Encumbrance except for the security interest in favor of Seller and any other Encumbrance expressly permitted under the relevant Loan Documents.

(j) Except as set forth on Disclosure Schedule 5.07(j), as of the date hereof, (i) no Loan is in default, nor is there any event applicable to a Loan where with the giving of notice or the passage of time, would constitute a default; and (ii) no Loan is classified as substandard, doubtful, or loss or is on non-accrual status.

Section 5.08 Residential and Commercial Mortgage Loans and Certain Business Loans.¶ Except as set forth on Disclosure Schedule 5.08, with respect to each Residential Mortgage Loan, Commercial Mortgage Loan and Business Loan that is secured in whole or in part by a Mortgage:

(a) The Mortgage is a valid first lien on the Mortgaged Property securing the related Loan (or a subordinate lien if expressly permitted under the relevant Loan Documents), and the Mortgaged Property is free and clear of all Encumbrances having priority over the first lien (or if a subordinate lien, such subordinate lien has priority over any other lien that is known to Seller and that is not identified in the relevant loan approval as having priority over the subordinate lien) of the Mortgage, except for Permitted Encumbrances, and, in the case of a Home Equity Loan or a Mortgage securing a guarantee of a Business Loan, the Encumbrance of the senior mortgage or deed of trust.

(b) The Mortgage contains customary provisions such as to render the holder thereof adequate rights and remedies for the realization against the Mortgaged Property of the benefits of the security provided thereby, including, (i) in the case of a Mortgage designated as a deed of trust, by trustee's sale, and (ii) otherwise, by judicial foreclosure.

(c) Except as set forth in the applicable Loan Documents, all of which actions were taken in the ordinary course of business, Seller has not: (i) satisfied, canceled, or subordinated the Loan in whole or in part; (ii) released the Mortgaged Property, in whole or in part, from the Encumbrance granted by the Mortgage; or (iii) executed any instrument of release, cancellation, forbearance, modification, or satisfaction.

(d) All real estate taxes, government assessments, insurance premiums, and municipal charges, and leasehold payments which previously became due and owing have been paid, or an escrow payment has been established in an amount sufficient to pay for every such item which remains unpaid. Except as set forth in the Loan Documents, if applicable, Seller has not advanced funds, or induced, solicited, or knowingly received any advance of funds by a party other than the Loan Debtor.

(e) There is no proceeding pending for the total or partial condemnation of the Mortgaged Property and no Mortgaged Property is materially damaged by waste, earth movement, fire, flood, windstorm, earthquake, or other casualty.

(f) The Mortgaged Property is free and clear of all mechanics' liens or other Encumbrances in the nature thereof, and, to no rights are outstanding that under law could give rise to any such Encumbrance.

(g) To Seller's Knowledge, all of the improvements which are included for the purpose of determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property, and, to Seller's Knowledge, no improvements on adjoining properties encroach upon the Mortgaged Property, except as allowed by Seller's written underwriting guidelines made available to Buyer.

(h) The Loan meets, or is exempt from, applicable state or federal laws, regulations and other material requirements pertaining to usury.

(i) Each Loan for which private mortgage insurance was required by Seller under its written underwriting guidelines made available to Buyer is insured by a licensed private mortgage insurance company, all premiums due under each such insurance policy have been paid and each such insurance policy is in full force and effect.

(j) Except as set forth on Disclosure Schedule 5.08(j), at the time the Loan was made (i) there was in force for each Loan a lender's policy of title insurance, (ii) no claims have been made under any lender's title insurance policy respecting any of the Mortgaged Property, and, (iii) Seller has not done, by act or omission, anything which would impair the coverage of any such lender's title insurance policy.

(k) Except as set forth on Disclosure Schedule 5.08(k), there is in force for each Loan a hazard insurance policy, including, to the extent required by applicable law, flood insurance, (ii) all such insurance policies contain a standard mortgagee clause naming Seller and its successors and assigns as mortgagee, and (iii) all premiums thereon have been paid. Where applicable, the Mortgage obligates the Loan Debtor thereunder to maintain the hazard insurance policy at the Loan Debtor's cost and expense and, on the Loan Debtor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at such Loan Debtor's cost and expense, and to seek reimbursement therefor from the Loan Debtor. Seller has not engaged in, and has no Knowledge of the Loan Debtor's having engaged in, any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for therein, or the validity and binding effect of either.

(l) As to each Residential Mortgage Loan, the Mortgaged Property consists of a one- to four-family, owner-occupied primary residence, second home or investment property.

(m) Except for any Loan that only represents a participation interest, the Loan was originated and underwritten in the ordinary course of Seller's business and by an authorized employee of Seller. Any Loan that only represents a participation interest was underwritten in the ordinary course of Seller's business and by an authorized employee of Seller. Each Loan that only represents a participation interest is set forth on Disclosure Schedule 5.08(m).

(n) Neither (i) the information presented as factual concerning the income, employment, credit standing, purchase price and other terms of sale, payment history or source of funds submitted to Seller for the purpose of making the Loan, nor (ii) the information presented as factual in the appraisal with respect to the Mortgaged Property, contained, to Seller's Knowledge, any material omission or misstatement at the time the information was obtained by Seller.

(o) All appraisals have been ordered, performed and rendered in accordance with the requirements of the written underwriting guidelines of Seller made available to Buyer and in material compliance with all laws and regulations then in effect relating and applicable to the origination of Loans, which requirements include, without limitation, requirements as to appraiser independence, appraiser competency and training, appraiser licensing and certification, and the content and form of appraisals.

(p) To Seller's Knowledge, no Hazardous Materials are present or have ever been present on any Mortgaged Property and no Mortgaged Property has ever been or is in violation of any Environmental Law.

(q) None of the Commercial Mortgage Loans or Business Loans are intended to meet the guidelines or specifications of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

Section 5.09 [Reserved]..

Section 5.10 [Reserved].

Section 5.11 Unsecured Loans. Except as set forth on Disclosure Schedule 5.11, and except in the case of any Unsecured Loan of less than $1,000, no Unsecured Loan has been charged-off since September 30, 2023, under Seller's written policies and procedures made available to Buyer.

Section 5.12 Allowance. The Allowance and the carrying value for OREO which are shown on the Seller Financial Statements are, in the judgment of management of Seller, adequate under the requirements of GAAP carrying

value for the OREO shown on the Seller Financial Statements are adequate in the judgment of management and consistent with applicable regulatory standards and GAAP to provide for possible losses on Loans and leases outstanding and OREO as of the respective dates. The Allowance as of September 30, 2023, including the methodology underlying the calculation, is set forth on the Allowance for Credit Loss Summary attached hereto as Disclosure Schedule 5.12.

Section 5.13 Investments. Except for investments pledged to secure FHLB advances or public deposits, stock in the FHLB, the BTFP or as otherwise set forth on Disclosure Schedule 5.13, none of the investments reflected in the Seller Financial Statements as of the last day of the calendar month preceding the date of this Agreement, and none of the investments made by Seller since such date, are subject to any restriction, whether contractual or statutory, which materially impairs the ability of Seller to dispose freely of such investment at any time and each of such investment complies with the regulatory requirements applicable to such investments.

Section 5.14 Deposits.

(a) Seller has made available to Buyer a true and complete copy of the account forms for all Deposits offered by Seller. Except as listed on Disclosure Schedule 5.14(a), all the accounts related to the Deposits are in material compliance with all applicable laws and regulations and were originated in material compliance with all applicable laws and regulations.

(b) Disclosure Schedule 5.14(b) is a true and correct schedule of the Deposits prepared as of the last day of the calendar month preceding the date of this Agreement (which shall be updated through the Closing Date), listing by category the amount of such deposits, together with the amount of Accrued Interest thereon. All Deposits are insured to the fullest extent permissible by the FDIC. Subject to the receipt of the regulatory approvals contemplated by this Agreement, Seller has and will have at the Closing Date all rights and full authority to transfer and assign the Deposits without restriction. As of the date hereof, with respect to the Deposits:

(1) Subject to items returned without payment in full ("**Return Items**") and immaterial bookkeeping errors, all interest accrued or accruing on the Deposits has been properly credited thereto, and properly reflected on Seller's books of account, and Seller is not in default in the payment of any such interest;

(2) Subject to Return Items and immaterial bookkeeping errors, Seller has timely paid and performed all of its obligations and liabilities relating to the Deposits as and when the same have become due and payable;

(3) Subject to immaterial bookkeeping errors, Seller has administered all of the Deposits in accordance with applicable duties and good and sound financial practices and procedures and has properly made all appropriate credits and debits thereto; and

(4) Except as described on Disclosure Schedule 5.14(b), none of the Deposits are subject to any Encumbrances or any legal restraint or other legal process (including any deposit account control agreements executed in favor of secured parties), other than Loans, customary court orders, levies, and garnishments affecting the depositors.

Section 5.15 Contracts. Disclosure Schedule 5.15 lists or describes the following Contracts of Seller as of the last day of the calendar month preceding the date of this Agreement (collectively, the "**Specified Contracts**"):

(a) Each loan and credit agreement, conditional sales contract, indenture or other title retention agreement or security agreement relating to money borrowed by Seller (other than FHLB borrowings) or Holding Company;

(b) Each guaranty by Seller of any obligation for the borrowing of money or otherwise (excluding any endorsements and guarantees in the ordinary course of business and letters of credit issued by Seller in the ordinary course of its business) or any warranty or indemnification agreement;

(c) Each lease or license with respect to personal property involving an annual amount in excess of $20,000;

(d) The name, annual salary and primary department assignment of each employee of Seller and any employment or consulting agreement or arrangement, or any written or oral contract relating to any severance pay, with respect to each such person;

(e) Any Contract with any director, officer, or employee of Seller creating, modifying, memorializing or otherwise related to any obligation of Seller upon a change of control;

(f) Any Contract to repurchase assets previously sold (or to indemnify or otherwise compensate the purchaser in respect of such assets), except for securities sold under a repurchase agreement providing for a repurchase date thirty (30) days or less after the purchase date;

(g) Any Contract containing exclusivity, noncompetition or non-solicitation provisions or that would otherwise prohibit Seller from freely engaging in any line of business or with any person, restricting the geographic area in which, or method by which Seller may carry on its business (other than as may be required by law or Governmental Authority), prohibiting the solicitation of the employees or contractors of any other entity or that requires Seller to deal exclusively or on a "sole source" basis with another party to such contract with respect to its subject matter;

(h) Other than the Voting Agreement, any partnership agreement, joint venture agreement, limited liability company agreement, agreement among shareholders, investor rights agreement or other similar Contract or arrangement;

(i) Any Contract with a Governmental Entity;

(j) [Reserved];

(k) Any Contract for, with respect to, or that contemplates, a possible merger, consolidation, reorganization, recapitalization or other business combination, or Asset sale or sale of equity securities not in the Ordinary Course of Business consistent with past practice with respect to Seller;

(l) Any other Contract or amendment thereto that would be required to be filed as an exhibit to any reports and other documents required to be filed under the Exchange Act and the Securities Act (as described in Items 601(b)(4) and 601(b)(10) of Regulation S-K under the Securities Act);

(m) Interest rate swaps, caps, floors, option agreements, futures and forward Contracts or other similar risk management arrangements, whether entered into for Seller's own account or its customers;

(n) Each lease with respect to real property;

(o) Each Contract relating to a Safe Deposit Box; and

(p) Each agreement, loan, contract, lease, guaranty, letter of credit, line of credit or commitment of Seller not referred to elsewhere in this Section which (i) involves payment by Seller (other than as disbursement of loan proceeds to customers) of more than $12,000 annually or $60,000 in the aggregate over its remaining term unless, in the latter case, such is terminable within one (1) year without premium or penalty; (ii) involves payments based on profits of Seller; (iii) relates to the future purchase of goods or services in excess of the requirements of its respective business at current levels or for normal

operating purposes; (iv) was not made in the ordinary course of business; or (v) is material to the business or operations of Seller.

(q) Final and complete copies of each Specified Contract have been made available to Buyer. All material terms and provisions of each oral Specified Contract are described on Disclosure Schedule 5.15(q). Except as set forth on Disclosure Schedule 5.15(q): (i) Each Specified Contract is in full force and effect and constitutes the legal, valid and binding obligations of Seller and the other parties thereto, enforceable in accordance with its terms (subject to the General Exceptions) (ii) Seller has not repudiated or waived any material provision of any Specified Contract; (iii) Seller has performed all material obligations required to be performed by it prior to the date hereof in connection with the Specified Contracts, and is not in receipt of any written claim of default under any Specified Contract, except for any failures to perform, breaches or defaults which would not, individually or in the aggregate, have a Material Adverse Effect on Seller, or materially adversely affect the consummation of the Transaction contemplated hereby; (iv) Seller has no present expectation or intention of not fully performing any material obligation pursuant to any Specified Contract, (v) each Specified Contract may be assigned to Buyer by Seller without the approval or consent of any other person, and (v) to Seller's Knowledge, there has been no cancellation, breach or anticipated breach by any other party to any Specified Contract, except for any cancellation, breach or anticipated breach which would not, individually or in the aggregate, have a Material Adverse Effect on Seller, or materially adversely affect the consummation of the Transaction contemplated hereby.

Section 5.16 Tax Matters. Except as set forth on Disclosure Schedule 5.16, Seller and Holding Company have filed with the appropriate governmental agencies all material federal, state and local income, franchise, excise, sales, use, real and personal property and other tax returns and reports required to be filed by it and such tax returns are, or will be, true, correct and complete in all material respects. Seller is not: (i) delinquent in the payment of any taxes shown on such returns or reports or on any assessments received by it for such taxes; (ii) aware of any pending or threatened examination for income taxes for any year by the IRS or any state tax agency; (iii) subject to any agreement extending the period for assessment or collection of any federal or state tax; or (iv) a party to any action or proceeding with, nor has any claim been asserted against it by, any Governmental Authority for assessment or collection of taxes. To Seller's Knowledge, Seller is not the subject of any threatened action or proceeding by any Governmental Authority for assessment or collection of taxes. The reserve for taxes in the Seller Financial Statements is, in the opinion of management of Seller, adequate to cover all of the tax liabilities of Seller (including, without limitation, income taxes and franchise fees) as of the applicable date of such Financial Statements in accordance with GAAP. Seller has not elected to defer the payment of any "applicable employment taxes" (as defined in Section 2302(d)(1) of the CARES Act) pursuant to Section 2302 of the CARES Act and Seller has not claimed any "employee retention credit" pursuant to Section 2301 of the CARES Act.

Section 5.17 Employee Matters.

(a) Seller has not entered into any collective bargaining agreement with any labor organization with respect to any group of employees of Seller, and to the Knowledge of Seller, there is no present effort nor existing proposal to attempt to unionize any group of employees of Seller.

(b) (i) Seller is and has been in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, including, without limitation, any such laws respecting employment discrimination, sexual or other harassment, immigration (including the verification of employment eligibility and I-9 procedures) and occupational safety and health requirements, classification of personnel, child labor, workers' compensation, unemployment insurance, pay equity, leaves of absence, hirings, firings, promotions, the payment of employment-related social security and other employment taxes and government orders governing business operations during the coronavirus pandemic and Seller is not engaged in any unfair labor practice; (ii) there is no unfair labor practice complaint against Seller pending or, to the Knowledge of Seller, threatened before the National Labor Relations Board; (iii) there is no labor dispute, strike, slowdown or stoppage actually pending or, to the Knowledge of Seller, threatened against or directly affecting Seller; and (iv) Seller has not experienced any work stoppage or other such labor difficulty during the past five years.

(c) Since January 1, 2021, no employee mass layoff, facility closure (whether voluntary or by law), reduction-in-force, furlough, material work schedule change, or reduction in salary or wages affecting employees of Seller has occurred or is currently contemplated, planned or announced.

(d) Seller has no material liability or obligations under any applicable law arising out of the misclassification of any person as a consultant, independent contractor, or temporary employee, as applicable. With respect to each individual who renders, or has rendered services within the past three (3) years to Seller, (i) Seller, as applicable, has accurately classified each such individual as an employee, independent contractor, or otherwise under all applicable laws, and (ii) for each individual classified as an employee, Seller, as applicable, has accurately classified him or her as overtime exempt or overtime nonexempt under all applicable laws.

(e) No employee of Seller and, to Seller's Knowledge, no consultant or contractor of Seller is bound by any contract or agreement that purports to limit the ability of such person to engage in or continue to perform any conduct, activity, duties or practice relating to the business of Seller. No current employee of Seller is a party to, or is otherwise bound by, any contract that in any way adversely affects the ability Seller to conduct their business as currently conducted.

(f) Except as set forth on Disclosure Schedule 5.17(f), no employee of Seller has any agreement as to length of notice or severance payment required to terminate his or her employment, and each employee of Seller is employed at will, and may be terminated at any time for any reason.

Section 5.18 Employee Benefit Plans.

(a) Each Employee Benefit Plan established, operated, administered, funded, contributed to, or required to be contributed to, by or to which Seller has any current or potential liability, whether joint and several, contingent or otherwise (and each related trust, insurance contract, or fund) (the "Seller Plan") complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable legal requirements. No such Seller Plan is under audit or has received written notice that it is under investigation by the IRS or the U.S. Department of Labor or any other Governmental Authority. There are no claims or causes of action against any Seller Plan or any fiduciary thereof, or any litigation, arbitration or other similar proceeding in a court of law, or other venue with respect to any Seller Plan or any fiduciary thereof.

(b) For each Seller Plan, to the extent applicable, complete copies of the official plan documents, agreements and amendments, summary plan descriptions, summaries of material modifications, and related trust documents, service provider Contracts, Annual Reports Form 5500 series and all schedules, including financial statements for the most recent three (3) years, Forms 1094/1095 for the most recent three (3) years, and most recent plan asset statements have been provided to Buyer.

(c) Each Seller Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualified status under the Code, and each Seller Plan that is a funded welfare plan and whose trust is intended to be exempt from federal taxation under Section 501(a) of the Code has received recognition of exemption from federal income taxation from the IRS. Nothing has occurred since the date of such determination or recognition of exemption that would reasonably be expected to adversely affect the qualification of such Seller Plan or the tax-exempt status of any related trust.

(d) Each of the Seller's Employee Welfare Benefit Plans is in compliance with the Patient Protection and Affordable Care Act and its companion bill, the Health Care and Education Reconciliation Act of 2010, in all material respects.

(e) No Seller Plan is subject to Title IV of ERISA. Seller has never sponsored, established or had any liability (joint and several, contingent or otherwise) with respect to any Employee Benefit Plan subject to Title IV of ERISA. No Seller Plan is an Employee Welfare Benefit Plan that provides current or

former employees or other service providers, and or their spouses and/or dependents with post-employment or post-service health and welfare benefits except as required under COBRA, and Seller does not have any agreement with any current or former employee or other service provider to provide any such post-employment or post-service health and welfare benefits.

(f) Except to the extent that the following would reasonably be expected to result in a de minimis liability (i) all premiums or other payments due for all periods ending on or before the Closing Date have been paid or will be paid with respect to each Seller Plan that is an Employee Welfare Benefit Plan; (ii) all contributions to all Seller Plans have been timely made; (iii) all reports with respect to any Seller Plan requiring such reports have been timely filed with the applicable Governmental Authority; and (iv) no Seller Plan or fiduciary thereof, has engaged in a non-exempt prohibited transaction under ERISA Section 406 or Code Section 4975.

(g) Except as set forth on Disclosure Schedule 5.18(g), neither the execution of this Agreement nor any of the Transactions (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor or consultant of Seller to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any such individual, or require the funding of a "rabbi" trust or other trust; (iii) increase the amount payable under or result in any other material obligation pursuant to any Employee Benefit Plan or Contract; (iv) result in "excess parachute payments" within the meaning of Section 280G(b) of the Code; (v) require a "gross-up" or other payment to any "disqualified individual" within the meaning of Section 280G(c) of the Code for excise taxes payable pursuant to Section 4999 of the Code; or (vi) would result in liability for excise taxes under Sections 280G and 4999 of the Code.

(h) Except at set forth on Disclosure Schedule 5.18(h), no facts or circumstances exist that could, directly or indirectly, subject Buyer or any of its direct or indirect Affiliates (as the purchaser or acquirer of the Assets or as a "successor employer") or any of their respective assets to any lien, tax, penalty or other liability of any nature with respect to any Employee Benefit Plan, including any Multiemployer Plan.

Section 5.19 Environmental Matters.

(a) As used in this Agreement, "**Environmental Laws**" means all local, state and federal environmental, health and safety laws, guidance, policies, and regulations in all jurisdictions in which Seller has done business or owned, leased or operated property, including, without limitation, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, and the Federal Occupational Safety and Health Act and any substantially similar State laws, guidance, policies, and regulations, which pertain to Hazardous Materials; and "Hazardous Materials" means (1) pollutants, contaminants, pesticides, radon, petroleum or petroleum products, radioactive substances, solid wastes or hazardous or extremely hazardous, special, dangerous, or toxic wastes, substances, chemicals or materials which are considered to be hazardous or toxic under any Environmental Law, including but not limited to any "hazardous substance" as defined in or under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Sec. 9601, et seq., as amended and reauthorized, and any "hazardous waste" as defined in or under the Resource Conservation and Recovery Act, 42 U.S.C., Sec. 6902, et seq., and all amendments thereto and reauthorizations thereof, and (2) any other pollutants, contaminants, hazardous, dangerous or toxic chemicals, materials, radon, wastes or other substance, including any industrial process or pollution control waste or asbestos, which pose a risk to the environment or the health and safety of any person.

(b) To the Knowledge of Seller, (1) Seller is in material compliance with applicable Environmental Laws; (2) there has been no release of Hazardous Materials at or affecting the Real Estate, in each case which has given or reasonably would be expected to give rise to liability of Seller in excess of $75,000; (3) there are no Hazardous Materials in the soils, groundwater, soil gas, sub-slab soil gas, indoor air, sediment, or surface waters of the Real Estate that exceed applicable screening or clean-up levels under Environmental Laws; and (4) no Real Estate is currently listed on or proposed for listing on the United States Environmental Protection Agency's National Priorities List, or any other analogous state governmental list of properties or sites that require investigation, remediation or other response action under applicable

Environmental Laws. To the Knowledge of Seller, after reasonable investigation, Seller has not received any notice from any person or entity that Seller is or was in violation of any Environmental Law or that Seller is responsible (or potentially responsible) for the investigation, response, or cleanup or other remediation of any Hazardous Materials at, on, beneath, or in connection with any such property.

Section 5.20 No Undisclosed Liabilities. Seller does not have any material obligation, agreement, contract, commitment, liability, lease or license of any nature, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, and whether known or unknown, required in accordance with GAAP to be reflected in an audited balance sheet of Seller or the notes thereto, except where the aggregate of the amount due under such obligations, agreements, contracts, commitments, liability, leases or licenses would not have a Material Adverse Effect on Seller, except (i) for liabilities set forth or reserved against in the Seller Financial Statements, (ii) for liabilities occurring in the ordinary course of business of Seller since December 31, 2022, (iii) liabilities relating to the Transactions, and (d) as may be disclosed on Disclosure Schedule 5.20.

Section 5.21 Litigation. Other than in connection with foreclosures of real estate in the ordinary course of business, there is no action, suit, complaint, charge, proceeding or investigation pending against Seller or, to the Knowledge of Seller, threatened against Seller, before any court or arbitrator or any governmental body (including any Governmental Authority), agency, or official.

Section 5.22 Performance of Obligations. Seller has performed in all material respects all obligations required to be performed by it to date under the Contracts, the Deposits, and the Loan Documents, and Seller is not in material default under, and, to Seller's Knowledge, no event has occurred which, with the lapse of time or action by a third party, could result in a material default under, any such agreements or arrangements.

Section 5.23 Compliance with Law.

(a) Seller has all material licenses, franchises, permits and other governmental authorizations that are legally required to enable it to conduct its business in all material respects and has conducted its business in compliance in all material respects with all applicable federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such businesses.

(b) Seller is not a party to or subject to any order, decree, directive, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from any Regulator, nor has Seller adopted any policies, procedures or board resolutions at the request or suggestion of any Regulator, other than compliance suggestions made in connection with ordinary course examinations. Seller has paid all assessments made or imposed by any Regulator.

(c) Seller for the past three (3) years has been, in compliance in all material respects with: (i) all applicable laws pertaining to: (A) data security, (B) privacy and (C) the collection, storage, use, access, disclosure, processing, security, and transfer of all data that, either itself or in combination with any other information or data available to Seller, is capable of identifying an individual, and there have been no data breaches involving any personal information or user data handled by or on behalf of Seller.

(d) All of the existing offices and Branches of Seller have been legally authorized and established in accordance with all applicable federal, state and local Laws, statutes, regulations, rules, ordinances, orders, restrictions and requirements. Seller has no approved but unopened offices or Branches.

Section 5.24 Brokerage. Except as set forth on Disclosure Schedule 5.24, there are no existing claims or agreements for brokerage commissions, finders' fees, or similar compensation in connection with the transactions contemplated by this Agreement that are payable by Seller or Holding Company.

Section 5.25 Interim Events. Except as set forth on Disclosure Schedule 5.25, since December 31, 2022, Seller has not (i) paid or declared any dividend or made any other distribution to its shareholders, or (ii) except as would not have a Material Adverse Effect on Seller, had any material business interruptions or material liabilities arising out of, resulting from or related to COVID-19 or COVID-19 Measures, including (a) the material failure of Seller's employees, agents and service providers to timely perform services, (b) any material labor shortages, (c) material reductions in customer/client demand, (d) any claim of force majeure by Seller or a counterparty to any material contract, (e) materially reduced hours of operations or materially reduced aggregate labor hours, or (f) material restrictions on uses of the Seller Real Estate.

Section 5.26 Records. The Records to be delivered to Buyer under Section 3.07 of this Agreement are and shall be sufficient to enable Buyer to conduct a banking business with respect thereto under the same standards as Seller has heretofore conducted such business. Seller shall not retain any Records but those Records strictly necessary and required for the winding-up of Seller's business post-Closing.

Section 5.27 Community Reinvestment Act. Seller received a rating of "Satisfactory" in its most recent examination (evaluation date January 10, 2022) or interim review with respect to the Community Reinvestment Act. Seller has not been advised of any supervisory concerns regarding its compliance with the Community Reinvestment Act.

Section 5.28 Insurance. All material insurable properties owned or held by Seller are adequately insured by licensed insurers in such amounts and against fire and other risks insured against by extended coverage and public liability insurance, as is customary with banks of similar size and location. Disclosure Schedule 5.28 sets forth for each material policy of insurance maintained by Seller insurance (including, without limitation, Bank Owned Life Insurance Policies, bankers' blanket bond, directors' and officers' liability insurance, property and casualty insurance, group health or hospitalization insurance and insurance providing benefits for Employees) the amount and type of insurance, the name of the insurer, the amount of the annual premium, and whether such policy is "claims made" or "occurrence based." All amounts due and payable under such insurance policies are fully paid, and all such insurance policies are in full force and effect. To Seller's Knowledge, no event has occurred which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination thereunder, or in any manner release any party thereto from any obligation under any insurance policy maintained by or on behalf of Seller.

Section 5.29 Regulatory Approvals. The information furnished or to be furnished by Seller for the purpose of enabling Seller or Buyer to complete and file all requisite regulatory applications for approval of the Transactions is or will be true and complete as of the date so furnished. Except as set forth on Disclosure Schedule 5.29, there are no facts known to Seller as of the date of this Agreement which, insofar as Seller can reasonably foresee as of such date, may have a Material Adverse Effect on the ability of Seller to obtain all requisite regulatory approvals or to perform its obligations pursuant to this Agreement.

Section 5.30 Shareholder Rights Plan. Holding Company has no shareholder rights plan or any other plan or program or agreement involving, restricting, prohibiting or discouraging a change in control or merger of Seller or which reasonably could be considered an anti-takeover mechanism.

Section 5.31 Indemnification Agreements.

(a) Other than as set forth in this Agreement, including but not limited to the Disclosure Schedules, Seller is not a party to any indemnification, indemnity or reimbursement agreement, Contract, commitment or understanding to indemnify any present or former director, officer, employee, shareholder or agent against Liability or hold the same harmless from Liability other than as expressly provided in the Articles of Incorporation or Bylaws of Holding Company or the charter and bylaws of Seller.

(b) Since January 1, 2019, no claims have been made against or filed with Seller nor have any claims been threatened against Seller, for indemnification against Liability or for reimbursement of any costs or expenses incurred in connection with any legal or regulatory proceeding by any present or former director, officer, shareholder, employee or agent of Holding Company or Seller.

Section 5.32 Opinion of Financial Advisor. The board of directors of Holding Company, at a duly constituted and held meeting at which a quorum was present throughout, has received the verbal opinion of PSC, as of the date of this Agreement, which verbal opinion will be issued in writing for inclusion in the Holding Company proxy statement relating to the Shareholder Meeting at which this Agreement and the Transaction will be presented for the approval of the Holding Company shareholders, that the Transaction is fair to the shareholders of Holding Company from a financial point of view. As of the date hereof, such opinion has not been amended or rescinded in any material respect.

Section 5.33 No Shareholder Voting Agreements. To Seller's Knowledge, there are no agreements among any Holding Company shareholders, other than the Voting Agreements, directing the parties thereto as to the voting of their respective shares of Holding Company common stock with respect to the Agreement or the Transaction.

Section 5.34 Safe Deposit Box Contracts. The Safe Deposit Box Contracts constitute the legal, valid and binding obligations of Seller and the other parties thereto, enforceable in accordance with their terms (subject to the General Exceptions). Seller is not in default under any of the Safe Deposit Box Contracts and no other party to any of the Safe Deposit Box Contracts is in default thereunder. Each of the Safe Deposit Box Contracts may be assigned to Buyer by Seller without the approval or consent of any other person. Seller has delivered to Buyer true and correct copies of each of the Safe Deposit Box Contracts and all attachments and addenda thereto.

Section 5.35 Bank Secrecy Act. Seller has not been advised of any supervisory criticisms regarding its compliance with the Bank Secrecy Act (41 USC 5422, et seq.) or related state or federal anti-money laundering Laws, regulations and guidelines, including without limitation those provisions of federal regulations requiring (i) the filing of reports, such as Currency Transaction Reports and Suspicious Activity Reports, (ii) the maintenance of Records and (iii) the exercise of due diligence in identifying customers.

Section 5.36 Fiduciary Accounts. Seller has properly administered all accounts for which it acts as a fiduciary, including but not limited to accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable laws and regulations. Seller has not committed any breach of trust with respect to any fiduciary account and the Records for each such fiduciary account are true and correct and accurately reflect the Assets of such fiduciary account.

Section 5.37 Representations Regarding Financial Condition.

(a) Seller is not entering into this Agreement in an effort to hinder, delay or defraud its creditors.

(b) Seller is not insolvent.

(c) Seller has no intention to file proceedings for bankruptcy, insolvency or any similar proceeding for the appointment of a receiver, conservator, trustee, or guardian with respect to its business or assets prior to the Closing.

Section 5.38 Limitation of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND THE EXHIBITS, SCHEDULES, AGREEMENTS AND DOCUMENTS CONTEMPLATED BY THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS OR WITH RESPECT TO ANY OTHER ASSETS BEING TRANSFERRED TO OR LIABILITIES BEING ASSUMED BY BUYER (EXCLUDING THE REAL ESTATE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

Section 5.39 Disclosure. No representation or warranty contained in this Article V and no statement or information relating to Seller or any assets or liabilities contained in (i) this Agreement (including the Schedules and Exhibits hereto), or (ii) in any certificate or document furnished or to be furnished by or on behalf of Seller to Buyer pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements made herein or therein, in light of the circumstances in which they were made, not misleading.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 6.01 Organization and Authority. Buyer is an Indiana-chartered credit union, duly organized and validly existing, with full power and authority to carry on its business as now being conducted and to own and operate the properties which it now owns and/or operates. Buyer's deposits are insured by ASI. At the Effective Time, Buyer will have full power and authority to hold all of the Assets and Assumed Liabilities (assuming all consents and approvals contemplated by this Agreement are obtained at or prior to the Effective Time). The execution, delivery, and performance by Buyer of this Agreement are within Buyer's power, and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer, enforceable against it in accordance with its terms, subject to the General Exceptions.

Section 6.02 Conflicts; Defaults. Neither the execution and delivery of this Agreement by Buyer nor the consummation of the Bank Transactions will (i) conflict with, result in the breach of, constitute a default under, or accelerate the performance required by, the terms of any order, law, regulation, contract, instrument or commitment to which Buyer is a party or by which Buyer is bound, (ii) violate the creation documents or bylaws of Buyer, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit or license to which Buyer is a party or by which Buyer is bound, in each case, other than any required approvals of this Agreement and the Bank Transactions by the Regulators and ASI, Holding Company (as Seller's sole shareholder), and the shareholders of Holding Company. Buyer is not subject to any agreement or understanding with any Governmental Authority which would prevent or adversely affect the consummation by Buyer of the Bank Transactions.

Section 6.03 Litigation. There is no action, suit, proceeding or investigation pending against Buyer, or to the Knowledge of Buyer, threatened against or affecting Buyer, before any court or arbitrator or any governmental body, agency or official which alone or in the aggregate would, if adversely determined, adversely affect the ability of Buyer to perform its obligations under this Agreement, which in any manner questions the validity of this Agreement or which could materially and adversely affect the financial condition of Buyer. Buyer is not aware of any facts that would reasonably afford a basis for any such action, suit, proceeding or investigation.

Section 6.04 Regulatory Approvals. The information furnished or to be furnished by Buyer for the purpose of enabling Seller or Buyer to complete and file all requisite regulatory applications for approval of the Transactions is or will be true and complete as of the date so furnished. There are no facts known to Buyer as of the date of this Agreement which, insofar as Buyer can reasonably foresee as of such date, may have a material adverse effect on the ability of Buyer to obtain all requisite regulatory approvals or to perform its obligations pursuant to this Agreement, including the fact that Buyer's deposits are insured by ASI. Buyer is not a party to or subject to any order, decree, directive, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from any Regulator, nor has Buyer adopted any policies, procedures or board resolutions at the request or suggestion of any Regulator, other than compliance suggestions made in connection with ordinary course examinations.

Section 6.05 Financial Ability. Buyer has the financial ability to pay the Purchase Price for the Assets and assume the Assumed Liabilities as provided in this Agreement. Buyer is, and will be upon consummation of the Transactions, "well capitalized" under IDFI regulations. Buyer's ability to perform all of its obligations hereunder, including its ability to pay the Purchase Price, is not contingent on obtaining specific financing thereof or obtaining the consent of any lender.

Section 6.06 Financial Information. The audited consolidated balance sheet of Buyer as of December 31, 2022, and the related audited consolidated income statement for the year ended December 31, 2022, together with the notes thereto, have been prepared in accordance with GAAP and fairly present, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows of Buyer as of such date and for such period.

Section 6.07 No Omissions. None of the representations and warranties contained in Article VI are false or misleading in any material respect or omit to state a fact therein necessary to make such statements not misleading in any material respect.

Section 6.08 Compliance with Law. Buyer has all licenses, franchises, permits and other governmental authorizations that are legally required to enable it to conduct its business in all material respects and has conducted its business in compliance in all material respects with all applicable federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such businesses.

ARTICLE VII
COVENANTS

Section 7.01 Best Efforts. Subject to the terms and conditions of this Agreement, each of Seller and Buyer agrees to use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable laws, so as to permit consummation of the Transactions as promptly as practicable and shall cooperate fully with the other Party to that end.

Section 7.02 Shareholder Approval.

(a) Subject to Section 7.02(b), Holding Company shall submit this Agreement and the Transactions to its shareholders for consideration and vote at a meeting to be called and held in accordance with applicable law and the Articles of Incorporation and By-laws of Holding Company at the earliest practicable date, but in no event more than one hundred fifty (150) days after the date of this Agreement (the "Shareholder Meeting"). Subject to Section 7.02(b), the board of directors of Holding Company shall recommend to Holding Company's shareholders that such shareholders approve and adopt this Agreement and the Transactions and will solicit proxies voting in favor of this Agreement from Holding Company's shareholders.

(b) Neither Holding Company board of directors nor any committee thereof shall (or shall agree or resolve to) (i) fail to make, withdraw or modify in a manner adverse to Buyer (or propose to withdraw or modify in a manner adverse to Buyer) its recommendation that Holding Company shareholders approve this Agreement or the Transactions, (ii) approve or recommend, or propose to recommend, the approval or recommendation of any Acquisition Proposal (either of (i) or (ii) being referred to herein as an "**Adverse Recommendation Change**"), or (iii) cause or permit Seller or Holding Company to enter into an Acquisition Agreement. Notwithstanding the foregoing, at any time prior to the Shareholder Meeting, the Holding Company board of directors may, in response to a Superior Proposal, effect an Adverse Recommendation Change, provided, that the Holding Company board of directors determines in good faith, after consultation with its outside legal counsel and financial advisors (as to financial matters), that the failure to do so would be reasonably likely to result in a breach of its fiduciary duties to the shareholders of Holding Company under applicable law, and provided, further, that the Holding Company board of directors may not effect such an Adverse Recommendation Change unless (A) the Holding Company Board shall have first delivered to Buyer an Adverse Recommendation Change Notice along with the most current version of any proposed written agreement or letter of intent relating to the subject Superior Proposal (it being understood that any amendment to the financial terms or any other material term of such Superior Proposal shall require a new notice and a new ten (10) Business Day period), and (B) Buyer does not make, within ten (10) Business days after receipt of such notice, a proposal that, in the reasonable good faith judgment of the board of directors of Holding Company or Seller (after consultation with financial advisors and outside legal counsel), causes the offer previously constituting a Superior Proposal to no longer be a Superior Proposal. Holding Company and Seller agree that, during the five (5) Business Day period prior to the Holding Company board of directors effecting an Adverse Recommendation Change, Holding Company and Seller and their officers, directors and representatives shall negotiate in good faith with Buyer and its officers, directors, and representatives regarding any revisions to the terms of the Transactions contemplated by this Agreement proposed by Buyer..

Section 7.03 Field of Membership. Buyer shall use commercially reasonable efforts to ensure that all customers of Seller are included in Buyer's field of membership, as defined in its charter. Buyer shall, prior to the Closing Date, file articles of amendment for the approval of the IDFI to amend its charter by effecting the foregoing

change to its field of membership, and shall use commercially reasonable efforts to cause such articles of amendment to become effective as soon as practicable following the Closing Date, subject to the approval of the IDFI.

Section 7.04 Press Releases. Buyer and Seller agree that the initial press release for dissemination announcing the execution of this Agreement shall be a release mutually agreed to by Buyer and Seller. Thereafter, each of Buyer and Seller agrees that it will not, without the prior approval of the other Party (which approval shall not be unnecessarily withheld, conditioned or delayed), issue any other press release or written statement for general circulation relating to the Transactions (except for any release or statement that, in the opinion of outside counsel to such Party, is required by law or regulation and as to which such Party has used its reasonable best efforts to discuss with the other Party in advance).

Section 7.05 Access to Records and Information; Personnel; Customers.

(a) From and after the date of this Agreement and upon reasonable advance notice, Seller shall afford to the officers and authorized representatives of Buyer reasonable access during regular business hours to the office, properties, books, contracts, commitments and records of Seller in order that Buyer may have full opportunity to make such investigations as it shall desire of the Deposits, Assets, Assumed Liabilities and the operations at Seller's locations; *provided*, *however,* that nothing in this section shall require Seller to disclose information it cannot lawfully disclose or to breach any obligation of confidentiality, or to reveal any proprietary information, trade secrets or marketing information or data, or to reveal any information that is subject to attorney-client privilege.

(b) After the receipt of all required regulatory approvals, and the approval of this Agreement and the Transactions by the shareholder of Seller and by the shareholders of Holding Company, Buyer may elect, at its own expense and to the extent permitted by applicable law, to deliver information, brochures, bulletins, press releases, and other communications to depositors, borrowers and other customers of Seller concerning the Transactions and concerning the business and operations of Buyer; *provided*, *however*, Seller must consent to any such written communications before they are sent, such consent not to be unreasonably withheld, conditioned, or delayed. Communications may be sent prior to regulatory approvals upon the consent of both Buyer and Seller.

(c) After the execution of the Agreement, Seller and Buyer shall begin working together on the system conversion process. Seller will provide access to the necessary data and information to allow for such conversion process to occur in accordance with Buyer's integration plans. Any expenses that Seller agrees to incur in connection with the conversion process at the request of Buyer that would not otherwise be required by Seller in connection with Seller's conversion process will be treated as Termination Expenses.

(d) On a monthly basis or as frequently as they are available following the date hereof and through the Closing Date, Seller shall provide information to Buyer in a format reasonably acceptable to Buyer concerning the status of the following matters:

(1) Any communication from or contacts by any Regulator concerning any regulatory matters affecting Seller as to which such Regulator has jurisdiction, unless, in the reasonable judgment of Seller's counsel, such disclosure: (i) is non-disclosable confidential supervisory information, including reports of examination and related communications, (ii) would result in Seller's board of directors violating its fiduciary duties under applicable law, (iii) would violate any banking laws or regulations, or (iv) a Regulator objects to any such disclosure;

(2) Current information on the quality and performance of the Loans including information on the status of any delinquencies, non-performing Loans, OREO (including in-substance foreclosures and real estate in judgment), new Loans, information concerning refinancings and payments made on such Loans, and information indicating that any of the representations and warranties relating to the Loans in Section 5.07 and Section 5.08, are no longer accurate in all material respects;

(3) Information concerning the total Deposits and by deposit product, their weighted average interest rate.

(e) As soon as internally available after the date of this Agreement, Seller will deliver to Buyer any additional audited financial statements of Seller which are prepared on its behalf or at its direction, the monthly and quarterly unaudited balance sheets and profit and loss statements of Seller prepared for its internal use, Seller's Call Reports for each quarterly period completed prior to the Effective Time, all other financial reports or statements submitted to the Regulators after the date hereof, and all other financial statements and financial information reasonably requested by Buyer (collectively, "**Subsequent Seller Financial Statements**"). The Subsequent Seller Financial Statements will be prepared on a basis consistent with GAAP (to the extent applicable) and shall present fairly the financial condition and results of operations as of the dates and for the periods presented (except in the case of unaudited financial statements or Call Report information for the absence of notes and/or year-end adjustments).

(f) From the date of this Agreement to the Closing Date, Seller will cause one or more of Seller's designated representatives to confer or correspond on a regular basis, but no less frequently than bi-weekly, with the Chief Executive Officer of Buyer (or his or her designees) to report the general status of the ongoing operations of Seller.

Section 7.06 Operation in Ordinary Course. From the date hereof to the Closing Date, Holding Company and Seller shall, except as provided in this Agreement or on Disclosure Schedule 7.06: (i) not engage in any transaction affecting Seller's locations, the Deposits, the Assumed Liabilities, or the Assets except in the ordinary course of business, and shall operate and manage its business in the ordinary course consistent with past practices; (ii) use commercially reasonable efforts to maintain Seller's locations in a condition substantially the same as on the date of this Agreement, reasonable wear and use excepted; (iii) maintain its books of accounts and records in the usual, regular and ordinary manner; (iv) use commercially reasonable efforts to duly maintain compliance with all laws, regulatory requirements and agreements to which it is subject or by which it is bound; and (v) provide Buyer with prompt written notice of any action, suit, proceeding or investigation instituted or threatened against Seller or Holding Company. Neither this Section nor any other Section of the Agreement shall preclude the incurring or paying transaction expenses related to the Transactions. Except as set forth on Disclosure Schedule 7.06, and without limiting the generality of the foregoing, prior to the Closing Date, Holding Company shall and Seller shall, as applicable (unless required by any Regulator or with the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned):

(a) maintain the Fixed Assets and Real Estate in their present state of repair, order and condition, reasonable wear and tear and casualty excepted;

(b) maintain its financial books, accounts and records in accordance with GAAP;

(c) maintain its current schedule of internal and external compliance audits in accordance with past custom and practice;

(d) charge off assets in accordance with GAAP;

(e) comply, in all material respects, with all applicable laws and regulations relating to its operations;

(f) not authorize or enter into any contract or amend, modify or supplement any contract relating to or affecting its operations or involving any of the Assets or Assumed Liabilities which obligates Seller to expend $50,000 or more;

(g) except as set forth on Disclosure Schedule 7.06(f), not take any action, or enter into or authorize any transaction, other than in the ordinary course of business and consistent with past practice, relating to or affecting its operations or involving any of the Assets or Assumed Liabilities;

(h) not knowingly and voluntarily take any act which, or knowingly and voluntarily omitting to take any act the omission of which, likely would result in a breach of any material contract, commitment or obligation of Seller or Holding Company;

(i) not make any material changes in its accounting systems, policies, principles or practices relating to or affecting its operations or involving any of the Assets or Assumed Liabilities, except in accordance with GAAP and regulatory requirements;

(j) not enter into or renew any data processing service contract;

(k) except as set forth on Disclosure Schedule 7.06(k), not engage or participate in any material transaction or incur or sustain any material obligation except in the ordinary course of business;

(l) not make any new Loan, nor any extension of credit to an existing customer, in a single Loan or in an aggregate amount of $1,000,000 or more, except after delivering to Buyer written notice, including a complete loan package for such Loan, in a form consistent with Seller's written policies and practice made available to Buyer, at least three Business Days prior to the origination of such Loan, and such Loan shall be made in the ordinary course of business consistent with past practice, Seller's current written loan policies and applicable rules and regulations of applicable Governmental Authorities with respect to the amount, term, security and quality of such borrower or borrower's credit;

(m) except as set forth on Disclosure Schedule 7.06(m), not transfer, assign, encumber, or otherwise dispose of, or enter into any contract, agreement, or understanding to transfer, assign, encumber, or otherwise dispose of, any of the Assets except in the ordinary course of business;

(n) not invest in any Fixed Assets or improvements in excess of $25,000 for any single item, or $75,000 in the aggregate, except for commitments previously disclosed to Buyer in writing, made on or before the date of this Agreement for replacements of furniture, furnishings and equipment, normal maintenance and refurbishing, purchased or made in the ordinary course of business and for emergency and casualty repairs and replacements;

(o) not increase or agree to increase the salary, remuneration, or compensation of its employees or pay or agree to pay any bonus (except as otherwise contemplated by Section 8.01(d) hereof) to any such employees, other than routine increases and bonuses in the ordinary course of business in conformity with past custom and practice;

(p) except as expressly provided for elsewhere in this Agreement, not pay incentive compensation to employees for purposes of retaining their services;

(q) not enter into any new employment agreements with employees of Seller or any consulting or similar agreements with directors of Seller; *provided, however,* that Seller shall be permitted to engage the assistance of temporary or contract employees, to the extent Seller deems necessary, to assist Seller in the performance of its obligations under this Agreement;

(r) use its commercially reasonable efforts to preserve its present operations intact, keep available the services of its present officers and employees or to preserve its present relationships with persons having business dealings with it;

(s) not amend or modify any of its promotional, deposit account or practices other than amendments or modifications in the ordinary course of business or otherwise consistent with the provisions of this Agreement;

(t) maintain deposit rates substantially in accord with rates offered by other financial institutions in Seller's market or pursuant to Seller's policies and procedures;

(u) not materially change or amend its schedules or policies relating to service charges or service fees;

(v) comply in all material respects with the Contracts;

(w) except in the ordinary course of business or pursuant to Seller's policies and procedures (including creation of deposit liabilities), not enter into repurchase agreements, not execute purchases or sales of federal funds, not execute sales of certificates of deposit, not borrow or agree to borrow any material amount of funds, and not directly or indirectly guarantee or agree to guarantee any material obligations of others except pursuant to outstanding letters of credit; *provided*, *however*, Seller may take additional FHLB or BTFP advances that are overnight or other short-term (less than 90 days) advances, which shall not exceed 5% of the total assets of Seller in the aggregate; *provided further*, that, notwithstanding the foregoing, nothing in this Agreement shall prohibit Seller from borrowing any amount of funds or taking any amount of additional FHLB or BTFP advances to duly maintain compliance with all laws, regulatory requirements (including maintaining Seller's "well capitalized" status under OCC regulation and policy requirements) and Seller's internal liquidity policy, and agreements to which it is subject or by which it is bound, subject, however, to Seller's covenant at Section 7.27 to repay all outstanding BTFP advances prior to the Closing;

(x) except as described in or as set forth on Disclosure Schedule 7.06(x), not purchase or otherwise acquire any investment security for its own account except for obligations of the government of the United States or agencies of the United States or state or local governments having maturities of not more than five (5) years and which municipal obligations have been assigned a rating of "A" or better by Moody's Investors Service or by Standard and Poor's, or engage in any activity that would be inconsistent with the classification of investment securities as either "held to maturity" or "available for sale";

(y) except as described on or as set forth on Disclosure Schedule 7.06(y), except as required by applicable law or regulation, not: (1) implement or adopt any material change in its interest rate risk management and hedging policies, procedures or practices; (2) fail to follow in all material respects its existing policies or practices with respect to managing its exposure to interest rate risk; or (3) fail to use commercially reasonable means to avoid any material increase in its aggregate exposure to interest rate risk;

(z) not voluntarily take any material action that would change Seller's loan loss reserves which is not in compliance with Seller's past practices consistently applied and in compliance with GAAP;

(aa) not declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any equity securities of Seller or Holding Company, except for any dividend or distribution in the ordinary course of business or pursuant to Seller's or Holding Company's policies and procedures;

(bb) (A) not settle or compromise, or offer or propose to settle or compromise, (1) any proceeding involving or against Seller, other than any settlement or compromise solely for monetary relief of not more than $50,000 individually or $100,000 in the aggregate and that does not involve any equitable relief or limitations on the conduct of Seller and which does not include any findings of fact or admission of culpability or wrongdoing by Seller, or (2) any proceeding that relates to the Transactions, or (B) not institute any proceeding;

(cc) not make or change any material tax election, change an annual tax accounting period, file any amended tax return, enter into any closing agreement, waive or extend any statute of limitations with respect to taxes, settle or compromise any tax liability, claim, or assessments, or surrender any right to claim a refund of taxes; or

(dd) not enter into any contract (conditional or otherwise) or resolve to do any of the foregoing.

Section 7.07 No Solicitation.

(a) Seller and Holding Company shall each cause their respective officers, directors, representatives and advisors (including PSC) to immediately cease and terminate any existing solicitations, discussions, or negotiations with any Person that has made or indicated an intention to make an Acquisition Proposal. During the period from the date of this Agreement through the Effective Time, neither Seller nor Holding Company will terminate, amend, modify, or waive any material provision of any confidentiality or similar agreement to which it is a party (other than any involving Buyer). It is agreed that any violation of the restrictions contained in the first sentence of this Section 7.07(a) by any representative or advisor (including but not limited to PSC) to Seller or Holding Company shall constitute a breach by Seller and Holding Company of this Section 7.07(a).

(b) Except as permitted in this Section 7.07, Seller and Holding Company will not, and each will cause its respective directors, officers, representatives and advisors (including PSC) to not, (i) solicit, initiate or knowingly encourage or facilitate, or take any other action designed to, or that could reasonably be expected to facilitate (including by way of furnishing non-public information) any inquiries with respect to an Acquisition Proposal, or (ii) initiate, participate in, or knowingly encourage any discussions or negotiations or otherwise knowingly cooperate in any way with any Person regarding an Acquisition Proposal; provided, however, that, at any time prior to obtaining the approval of this Agreement or the Transactions by Holding Company's shareholders, if Seller or Holding Company receives a bona fide Acquisition Proposal that the board of directors of Seller or Holding Company determines in good faith constitutes or would reasonably be expected to lead to a Superior Proposal that was not solicited after the date hereof and did not otherwise result from a breach of Seller's or Holding Company's obligations under this Section 7.07, Holding Company and Seller may furnish, or cause to be furnished, non-public information with respect to Holding Company and Seller to the Person who made such proposal (provided that all such information has been provided to Buyer prior to or at the same time it is provided to such Person) and may participate in discussions and negotiations regarding such proposal if (A) the Holding Company board of directors determines in good faith, and following consultation with financial advisors and outside legal counsel, that failure to do so would be reasonably likely to result in a breach of its fiduciary duties to Holding Company's shareholders under applicable law, and (B) prior to taking such action, Holding Company has used its best reasonable efforts to enter into a confidentiality agreement on commercially reasonable terms with such Person. Without limiting the foregoing, it is agreed that any violation of the restrictions contained in the first sentence of Section 7.07(a) by any representative (including any investment advisor of Holding Company or Seller may retain with respect to the Transaction) of Holding Company or Seller shall be a breach of this Section 7.07 by Holding Company or Seller.

(c) In addition to the obligations of Seller and Holding Company set forth in paragraphs (a) and (b) of this Section 7.07, Seller and Holding Company shall, as promptly as possible, and in any event within two (2) Business Days after either Seller or Holding Company first obtains receipt thereof, advise Buyer orally and in writing of (i) any Acquisition Proposal or any request for information that Seller or Holding Company reasonably believes could lead to or contemplates an Acquisition Proposal, or (ii) any inquiry Seller or Holding Company reasonably believes could lead to any Acquisition Proposal, and the terms and conditions of such Acquisition Proposal, request or inquiry (including any subsequent amendment or other modification to such terms and conditions) and the identity of the Person making any such Acquisition Proposal or request or inquiry. In connection with any such Acquisition Proposal, request or inquiry, if there occurs or is presented to Seller or Holding Company any offer, material change, modification or development to a previously made offer, letter of intent or any other material development, Seller shall, or shall cause its outside legal counsel or Holding Company to, (A) advise and confer with Buyer (or its outside legal counsel) regarding the progress of negotiations concerning any Acquisition Proposal, the material resolved and unresolved issues related thereto and the material terms (including material amendments or proposed amendments as to price and other material terms) of any such Acquisition Proposal, request or inquiry, and (B) promptly upon receipt or delivery thereof provide Buyer with true, correct and complete copies of any document or communication related thereto.

Section 7.08 Regulatory Applications and Third-Party Consents. As promptly as practicable after the date of this Agreement, Buyer and Seller shall file all applications, filings, notices, consents, permits, requests, or registrations required to obtain authorizations of any Regulator and consents of all third parties necessary to consummate the Transactions. Buyer and Seller will use their commercially reasonable efforts to obtain such authorizations from the

Regulators and consents from third parties as promptly as practicable and will consult with one another with respect to the obtaining of all such authorizations and consents necessary or advisable to consummate the Transactions. Seller and Buyer agree to use their commercially reasonable efforts to cooperate in connection with obtaining such authorizations and consents. Each Party will keep the other Party apprised of the status of material matters relating to completion of the Transactions. Copies of the non-confidential portions of applications and correspondence related to the Transactions to, from and between each Party and its respective Regulators shall be promptly provided to the other Party. Each of Buyer and Seller agrees, upon request, to furnish the other Party, in advance of the filing, with all non-confidential information concerning itself and its respective directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any filing, notice or application made by or on behalf of Buyer or Seller to any third party or any Regulator. Buyer and Seller shall promptly advise each other upon receiving any communication from any Regulators or other Governmental Authority whose consent or approval is required for consummation of the Transactions that causes such party to believe that there is a reasonable likelihood that such consent or approval will not be obtained or that the receipt of any such required consent or approval will be materially delayed.

Section 7.09 Title Insurance and Surveys. Seller shall make available to Buyer at least sixty (60) days prior to the Closing Date copies of its most recent owner's title insurance policy, binder or abstract, and title surveys on each parcel of the Seller Real Estate, or such other evidence of title reasonably acceptable to Buyer. Seller shall also provide to Buyer, at Buyer's expense, updated title reports, commitments, abstracts and title surveys on such Seller Real Estate at the Closing, as Buyer shall reasonably request.

Section 7.10 Environmental Reports.

(a) Seller shall make available to Buyer copies of all environmental reports, studies, data, or any other document related to the environmental condition it has obtained or received with respect to the Real Estate within ten (10) Business Days after the date hereof. Buyer, in its discretion and expense, within one hundred twenty (120) calendar days after the date hereof, may order a phase one environmental report with respect to any Real Estate of Seller and may order a phase two environmental report if a phase one report has reasonably indicated a Recognized Environmental Condition, Historical Recognized Condition, Controlled Recognized Environmental Condition, business environmental risk, or a *de minimis* condition, as those terms are defined in ASTM's E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment (Phase I ESA) Process or any other environmental concern in connection with any Hazardous Materials with respect to the Real Estate.* Buyer shall have fifteen (15) Business Days from the receipt of any such environmental reports to notify Seller of any dissatisfaction with the contents of such reports. Should the cost of taking all investigatory, remedial or other corrective actions and measures with respect to all Real Estate, in the aggregate (i) required by applicable law, or (ii) recommended or suggested by such report or reports or prudent in light of potential unacceptable risk to life, health or safety concerns, in the aggregate, exceed the sum of $100,000 as reasonably estimated by an environmental expert retained for such purpose by Buyer and reasonably acceptable to Seller, or if the cost of such actions and measures cannot be so reasonably estimated by such expert to be such amount or less with any reasonable degree of certainty, such circumstances shall be deemed an "**Environmental Problem**." All costs of any phase one investigation and any phase two investigation or environmental report requested pursuant to this Section shall be at Buyer's sole cost and expense. Buyer does hereby agree to restore at its cost any property for which it has undertaken an environmental investigation to the reasonably same condition existing immediately prior to such investigation.

(b) If Seller does not elect to cure any such Environmental Problem or is unable to cure such Environmental Problem to Buyer's reasonable satisfaction at least ten (10) calendar days prior to the Closing, and Buyer does not elect to waive such Environmental Problem, Buyer may (as its sole remedy) exclude such Real Estate ("**Excluded Branch**") by giving Seller written notice. In the event that a Branch becomes an Excluded Branch in accordance with this section, the real property associated with the Excluded Branch will no longer be deemed to be "Seller Real Estate" and such real property will be an Excluded Asset for purposes of calculating Closing Equity Value; provided that, for the avoidance of doubt, Buyer shall remain obligated, in accordance with the terms of this Agreement, to purchase all other Assets and assume all other Assumed Liabilities associated with the Excluded Branch (other than the Fixed Assets). Buyer may, at its sole discretion, lease the Excluded Branch from Seller on market terms, provided that at such time as Seller is

able to cure any such Environmental Problem to Buyer's reasonable satisfaction, Buyer shall purchase the Excluded Branch at the net book value of the real property associated with the Excluded Branch, and the Excluded Branch will be included in calculating Closing Equity Value.

Section 7.11 Further Assurances.

(a) On and after the Closing Date, Seller shall (1) give such further assistance to Buyer and shall execute, acknowledge, and deliver all such instruments and take such further action as may be necessary and appropriate effectively to vest in Buyer full, legal, and equitable title to the Assets, and (2) use its commercially reasonable efforts to assist Buyer in the orderly transfer of the Assets and Deposits being acquired by Buyer.

(b) Each Party agrees to send promptly to the other Party, at Buyer's expense, any payments, documents or instruments a Party receives after the Closing which belong to another Party.

Section 7.12 Payment of Items. From and after the Closing Date, Buyer agrees to pay, to the extent of sufficient available funds on deposit, all properly drawn items, including ACHs, checks, drafts, and negotiable orders of withdrawal timely presented to it by mail, over its counters, or through clearings if such items are drawn by depositors whose Deposits or accounts on which such items are drawn are Deposits, whether drawn on the check or draft forms provided by Seller, for at least one hundred eighty (180) days after the Closing Date, or on those provided by Buyer. In addition, Buyer shall, in all other respects, discharge the duties, liabilities and obligations with respect to the Deposits to the extent such duties, liabilities or obligations occur following the Closing.

Section 7.13 Close of Business on Closing Date. On the Closing Date, Seller shall close Seller's locations for business not later than 5:00 p.m. local time, whereupon representatives of Buyer shall have access to Seller's locations, under the supervision of representatives of Seller, to verify Seller's provision to Buyer of the Records.

Section 7.14 Updated Schedules.

(a) Seller shall promptly supplement, amend and update, upon the occurrence of any change prior to the Closing Date and as of the Closing Date, the Disclosure Schedule, or add any schedule or schedules, with respect to any matters or events hereafter arising or to correct any misstatement or omission which, if in existence or having occurred as of the date of this Agreement, are required to be set forth for the purpose of making the representations and warranties to which any such schedule relates true and correct in all material respects, if existing or known as of the date hereof. Notwithstanding the foregoing, any updated schedule will not have the effect of making any representation or warranty contained in this Agreement true and correct in all material respects. No such supplement, amendment, or update shall have any effect for the purposes of determining satisfaction of the conditions set forth in Article IX or become part of the Disclosure Schedule unless Buyer shall have first consented in writing with respect thereto.

(b) Buyer shall promptly advise Seller of any effect, change, event, circumstance, condition, occurrence or development that, individually or in the aggregate, could reasonably be expected to give rise to the failure of a condition set forth in Section 9.01.

Section 7.15 Confidentiality of Records. Until the Closing Date, Seller and its authorized agents and representatives and Buyer and its authorized agents and representatives, shall receive and treat all Records, documents and information obtained from the other party pursuant to any provision of this Agreement as confidential, until the Transactions have been consummated, and if not consummated, shall thereafter continue to maintain such confidentiality and not use such information for any purpose whatsoever, and shall, upon the request of the other party, return to the other party all originals and copies of such documents or other materials containing such information or Records. Until the Closing Date, Buyer and Seller shall use all such information only for purposes of effectuating the Transactions..

Section 7.16 Maintenance of Allowance. Seller will maintain its Allowance in compliance with GAAP and Regulatory Accounting Principles and its existing methodology for determining the adequacy of the Allowance.

Section 7.17 Seller Signage and Other Identification.

(a) During the period within seven (7) calendar days preceding the expected Closing Date, Seller shall cooperate with any commercially reasonable request of Buyer directed to accomplish the removal of Seller's signage by Buyer and the installation of Buyer's signage by Buyer at the Branches, and the installation of teller equipment, platform equipment, security equipment, computers at the Branches; *provided, however*, that (i) all such removals and all such installations shall be at the expense of Buyer, (ii) such removals and installations shall be performed in such a manner that does not unreasonably interfere with the normal business activities and operations of the Branches and does not damage the Branches, and (iii) such installed signage shall be covered in such a way as to make Buyer's signage unreadable at all times prior to the Closing, but such cover shall display the name or logo of Seller and its Affiliates in a manner reasonably acceptable to Seller. If the Bank Transactions are not completed, the signage will be restored to its original condition and Buyer will pay for the cost of such restoration.

(b) Immediately after the Closing, Buyer shall (a) change the name and logo on all documents and facilities relating to the Assets, Safe Deposit Boxes, and the Deposit Liabilities and the signage of Seller on the Seller Real Property to Buyer's name and logo, (b) notify all Persons whose Deposit Liabilities or Safe Deposit Boxes are transferred under this Agreement of the consummation of the Bank Transactions, and (c) provide all appropriate notices to the IDFI, the FDIC, the OCC, the Federal Reserve Board, and any other Governmental Authorities required as a result of the consummation of the Bank Transactions.

Section 7.18 Seller Activities after Closing. After Closing, Seller may no longer accept any deposits or make any new loans; and must limit its business activities to those related to the winding-down of Seller's business.

Section 7.19 FDIC Insurance. As soon as possible after the Closing, Seller shall, in accordance with applicable law, (i) surrender its original charter to the OCC for cancellation, and (ii) terminate its FDIC insurance. In the event of a delay in the surrender of Seller's charter to the OCC and termination of FDIC insurance, it is the intent of the Parties that for purposes of Seller's ownership of any FHLB stock, Seller shall be considered dissolved..

Section 7.20 Maintenance of Records by Buyer. Buyer agrees that it shall maintain, preserve and safely keep for the minimum period required by applicable law and regulations, not to exceed six (6) years, all of the Records for the benefit of itself and Seller, and that it shall permit Seller or its representatives, at any reasonable time and at the expense of Seller, to inspect, make extracts from or copies of any such Records as such representatives shall deem reasonably necessary. In addition to the Records, Buyer agrees to maintain and provide access to, in the same manner agreed to for the Records for the minimum period required by applicable law and regulations, not to exceed six (6) years following the date Holding Company makes a final distribution of assets to its shareholders, all of the Additional Records for the benefit of Holding Company and Seller. Buyer agrees that, during the period from the Closing Date until six (6) months after the Closing Date, Seller and/or Holding Company employees and consultants shall be permitted to use Buyer office space and equipment to perform such duties for Seller and Holding Company as may be necessary for Seller and Holding Company to complete the liquidation of the Seller and dissolution and winding up of Holding Company, subject in each case to Buyer's policies and procedures concerning, among other issues, information and data security. Buyer also agrees to assist Seller and Holding Company in distributing the Liquidation Account to Liquidation Account participants who maintain deposits at Buyer following the Transaction, including through the distribution of funds by ACH.

Section 7.21 Board and Committee Meetings. Seller shall provide Buyer with copies of minutes and consents from all of its board and committee meetings (if any) no later than twenty (20) business days thereafter except for any confidential discussion of this Agreement and the Transactions or any matters related to an Acquisition Proposal not required to be disclosed to Buyer pursuant to Section 7.07 or any other matter that has been determined to be confidential, and except for information where such disclosure would violate or prejudice the rights of its customers, jeopardize the attorney-client privilege of Seller or Holding Company, relate to confidential Regulator examination material or correspondence, or contravene any law, rule, regulation, order, judgement, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement or in the ordinary course of business.

Section 7.22 Conversion of Accounts; Transfer and Delivery of Assets and Deposit Liabilities.

(a) Seller and the Buyer shall cooperate in good faith to assure an orderly and timely transition of ownership of the Assets and Assumed Liabilities to Buyer.

(b) Commencing promptly following the date hereof, appropriate personnel of Seller and Buyer shall meet to discuss and draft a mutually acceptable transition plan covering operational aspects of the transition consistent with the terms of this Agreement, including, but not limited to, handling and settlement of the following, as applicable: checks on Deposit accounts and home credit line accounts, loan payments, direct deposits and direct debits through ACH or otherwise, point of sale transactions, ATM transactions, error resolution matters pursuant to Regulations E and Z of the Consumer Financial Protection Bureau, miscellaneous account adjustments, daily settlement, and other settlement and transition items. The parties shall endeavor to have the transition plan completed ninety (90) calendar days from the date hereof.

Section 7.23 Minimum Share Deposits in Buyer. Seller's Loan Debtors and any other customers must maintain a balance in a membership deposit account with Buyer on the Closing Date sufficient to satisfy Buyer's then-applicable minimum balance requirement for members (the "**Minimum Balance Requirement**"). Buyer agrees (a) to open and to fund a membership deposit account with Buyer within six (6) months following the Closing Date in an amount equal to the Minimum Balance Requirement for any Loan Debtor of Seller whose Loan is assumed by Buyer and who does not have a Deposit with Seller, and (b) within six (6) months following the Closing Date, to increase the balance of any membership deposit account held by a Loan Debtor of Seller or any depositor of Seller whose Deposit is assumed by Buyer, to the extent necessary so that the balance of each such deposit account will equal the Minimum Balance Requirement as of the applicable date of funding by Buyer, subject in each case to the policies of Buyer and applicable law.

Section 7.24 Investment Securities. Notwithstanding anything in this Agreement to the contrary, Seller may liquidate, after the date of this Agreement and prior to Closing, all, or a portion of, Seller's unencumbered securities and Seller may invest such proceeds in U.S. Treasury securities or other equity or debt securities. It is understood and agreed that to the extent that Seller has entered into a Derivative Transaction with respect to any such securities, or the securities otherwise secure a Derivative Transaction, Seller will use its commercially reasonable efforts in good faith to terminate, liquidate or accelerate the related Derivative Transaction prior to Closing.

Section 7.25 Tax Clearance Certificate. Seller shall notify the Indiana Department of Revenue of the Transactions contemplated by this Agreement in the form and manner required by the Indiana Department of Revenue in order to obtain a tax clearance certificate or other similar documentation issued by the Indiana Department of Revenue evidencing that there are no outstanding Taxes owed by Seller in the State of Indiana and Buyer is released from assuming any Tax obligations of Seller. If, in respect to any application for a tax clearance certificate or other similar documentation made pursuant to this Section 7.25, any Governmental Authority asserts that Seller is liable for any tax, Seller shall promptly pay any and all such amounts and shall provide evidence to Buyer that such liabilities have been paid in full or otherwise satisfied.

Section 7.26 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement (including any real property transfer tax and any other similar tax) shall be borne and paid by Seller when due. Seller shall, at its sole expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 7.27 BTFP Advances. Seller shall, prior to the Closing Date, repay in full all advances made to Seller by the FRB St. Louis pursuant to the BTFP.

ARTICLE VIII
EMPLOYEES AND DIRECTORS

Section 8.01 Employees.

(a) Prior to the Closing Date, Buyer shall offer substantially similar, in the aggregate, salaries and duties as are available to employees of Seller as of the date of this Agreement to those employees of Seller who Buyer elects

to hire and who satisfy Buyer's customary employment requirements, including pre-employment interviews, background checks, investigations and employment conditions, uniformly applied by Buyer and Buyer's employment needs. Buyer is under no obligation to hire any specific number or percentage of employees of Seller and all such hires will be in Buyer's sole discretion. Buyer and Seller will establish a mutually acceptable process for the orderly interviewing of employees for employment by Buyer and Seller will give Buyer a reasonable opportunity to interview the employees. Buyer shall not object or prevent any Former Seller Employees from performing such duties for Seller and Holding Company as may be necessary for Seller and Holding Company to complete the liquidation of their business.

(b) Before Closing, with Seller's prior consent (which consent shall not be unreasonably withheld), Buyer may conduct such training and other programs as it may, in its reasonable discretion and at its sole expense, elect to provide for those employees who accept an offer of employment from Buyer; *provided*, *however*, that such training and other programs shall not interfere with or prevent the performance of the normal business operations of Seller in any material respect.

(c) This Section 8.01 shall not confer any rights or benefits on any person other than Buyer and Seller, or their respective successors and assigns, either as a third-party beneficiary or otherwise.

(d) Between the date of this Agreement and the Closing, either Buyer or Seller may elect to enter into stay bonus agreements with employees of Seller, as either may determine necessary in its sole discretion to facilitate an orderly and successful transition of the business of Seller and the Assets to Buyer, with such payments made in accordance with the terms of such stay bonus agreement. Any payment made by Seller under a stay bonus agreement approved by Buyer prior to the execution thereof shall be deemed a Termination Expense for purposes of this Agreement.

(e) Buyer agrees that those employees of Seller who become employees of Buyer on the Closing Date ("**Former Seller Employees**"), while they remain employees of Buyer after the Closing Date will be provided with employee benefits (but excluding any non-qualified deferred compensation, post-retirement welfare and defined benefit pension benefits) which are substantially similar in the aggregate to those benefits (excluding any non-qualified deferred compensation, post-retirement welfare and defined benefit pension benefits) provided by Seller as of the date of this Agreement. Except as hereinafter provided, at the Closing Date, Buyer will undertake commercially reasonable efforts to amend or cause to be amended each Employee Benefit Plan of Buyer in which Former Seller Employees will be eligible to participate, to the extent necessary, so that as of the Closing Date:

(1) such plans take into account only for purposes of eligibility, participation, and vesting (excluding for any purpose any non-qualified deferred compensation plan, post-retirement welfare plan and/or defined benefit pension plan), the service of such employees with Seller as if such service were with Buyer, to the extent permitted by Buyer's Employee Benefit Plans and applicable law (except to the extent such crediting of service would result in a duplication of benefits);

(2) Former Seller Employees are not subject to any waiting periods or pre-existing condition limitations under the medical, dental and health plans of Buyer in which they are eligible to participate and may commence participation in such plans on the Closing Date.

(3) for purposes of determining the entitlement of Former Seller Employees to sick leave and vacation pay following the Closing Date, the service of such employees with Seller shall be treated as if such service were with Buyer; and

(4) Former Seller Employees are first eligible to participate and will commence participating in Buyer's 401(k) plan on the first business day following the Closing Date to avoid a gap in coverage.

(f) If any Seller employee (i) is not offered employment by Buyer other than "for cause", death or disability (ii) refuses an offer of employment that is not a similarly situated assignment of that performed for Seller, or (iii) if any Former Seller Employee is terminated by Buyer within the first six (6) months following the Closing Date for any reason other than "for cause," death or disability, Buyer will provide

severance benefits to those Former Seller Employees who, in each case, sign and deliver to Buyer a release agreement in a form reasonably acceptable to Buyer, equivalent to two (2) weeks of base salary or base pay compensation for each year of service with Seller by such Seller employee (with a minimum of four (4) weeks of severance and a maximum of twenty-six (26) weeks of severance). In addition, Buyer shall offer three (3) months of outplacement services and three (3) months of subsidized COBRA premiums so that such Seller employees would only be liable to pay their portion of the premiums as if they were active employees for such three-month period of subsidized COBRA coverage.

(g) Buyer shall assume and honor all of Seller's obligations under COBRA with respect to continuation of healthcare coverage for M&A qualified beneficiaries (as such term is defined in Treasury Regulation Section 54.4980B-9, Q&A-4(a)) following the later of the Closing Date or termination of the applicable Seller Plan that is subject to COBRA.

Section 8.02 Employment Contracts and Employee Benefit Plans. Buyer is not assuming, nor shall it have responsibility for the continuation of, any liabilities under or in connection with:

(a) any Employee Benefit Plan maintained, sponsored, funded, operated administered, or contributed to by Seller and covering any employees or to which Seller has any current or potential liability.

(b) any employment or consulting contract, collective bargaining agreement, supplemental employee retirement plan, plan or arrangement providing for insurance coverage or for deferred compensation, bonuses, or other forms of incentive compensation or post-retirement compensation or benefits, written or implied, which is entered into or maintained, as the case may be, by Seller.

Section 8.03 Other Employee Benefit Matters.

(a) Seller shall take such actions prior to the Closing Date as may be reasonably necessary to terminate Seller's 401(k) plan by resolution that will be effective no later than the date before the Closing Date. At least five (5) business days prior to executing the termination resolution for the Seller's 401(k) plan, Seller will provide Buyer with the draft of the termination resolution for review and comment, and accept reasonable comments from Buyer. Buyer will cooperate with Seller to inform participants in Seller's 401(k) plan who will become participants in Buyer's 401(k) plan of the opportunity to roll over their accounts from the Seller's 401(k) plan into the Buyer's 401(k) plan; provided, however that the full array of options that participants in the Seller's 401(k) plan shall have with respect to the distribution of their accounts from the Seller's 401(k) plan upon its termination will be provided by the Seller or a service provider to the Seller's 401(k) plan and will not be the responsibility of Buyer. Buyer shall also take such commercially reasonable actions as may be reasonably necessary to ensure that where Former Seller Employees are entering mid-year into Employee Welfare Benefit Plans of Buyer, Former Seller Employees are credited with deductibles, co-insurance payments and out-of-pocket expenses incurred during the current plan year under any similar Employee Welfare Benefit Plans of Seller. Notwithstanding anything in this Agreement to the contrary, Former Seller Employees will not experience any gap in insurance coverage.

(b) Except for the agreements with Seller executives listed on Disclosure Schedule 8.03(b) (the "**Change in Control Agreements**"), Seller is not a party to or bound by any employment, change in control or similar type agreement, including without limitation any plan, agreement or other arrangement subject to Code Section 409A, with any current or former employee or service provider. Disclosure Schedule 8.03(b) lists the estimated change in control payments that will be made or provided for by Seller under the Change in Control Agreements immediately prior to the Closing or otherwise in accordance with Code Section 409A. Within ten (10) business days after this Agreement is signed by the Buyer and Seller, Seller will provide Buyer with its analysis to identify "disqualified individuals" (within the meaning of Section 280G(c) of the Code) and the Code Section 280G golden parachute payment analysis and calculations prepared by Seller and/or its advisors with respect to each such "disqualified individual." Seller will consider any reasonable requests and comments related to the analysis and calculations from Buyer in good faith.

(c) Seller shall, immediately prior to the Closing, (1) pay to or provide for each executive who is party to a Change in Control Agreement any change in control or severance payment that is due thereunder,

as set forth on Disclosure Schedule 8.03(b), in a single lump sum payment or otherwise in accordance with Code Section 409A, to the extent applicable, and obtain from each such executive a release agreement in a form reasonably acceptable to Buyer, (2) terminate each of the Non-Assignable Change in Control Agreements, and (3) assign each of the Executive Agreements to Buyer pursuant to an assignment and assumption agreement in substantially the form attached hereto as Exhibit 8.03(c) (the "**Executive Agreement Assignment and Assumption Agreement**"). For the avoidance of doubt, the Parties intend that, by accepting assignment of the Executive Agreements, Buyer will not assume any obligations of Seller thereunder, including any financial obligation, all of which Seller will have satisfied in full prior to the Closing, but, rather, will receive the benefit of any non-competition or non-solicitation covenants in favor of Seller included therein.

(d) Buyer will negotiate in good faith to offer a non-competition and non-solicitation agreement to James O. King and a consulting agreement to Alexander G. Babey, each in a mutually agreeable form, under which they will perform services to Buyer following the Effective Time.

(e) Nothing contained herein, express or implied: (i) shall be construed to establish, amend or modify any benefit or compensation plan, program, agreement or arrangement; (ii) shall alter or limit the Buyer's or any of its Affiliates' or Seller's or any of its Affiliates' ability to amend, modify or terminate any particular Seller Plan, Employee Benefit Plan, or other benefit plan, program, agreement or arrangement; (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment; or (iv) is intended to confer upon any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees) other than the parties any right as a third party beneficiary of this Agreement.

Section 8.04 Indemnification.

(a) Buyer agrees that all rights of any person who was a director, officer or employee of Seller or Holding Company at or prior to the Closing Date (each such person being sometimes hereinafter referred to as an "**Indemnified Party**") to indemnification provided for in the respective Charter, Articles of Incorporation or Bylaws or other governing documents of Seller or Holding Company, as applicable, as in effect on the Closing Date, or required under any applicable law (including rights to advancement of expenses and exculpation) will survive the Transaction and be provided to the Indemnified Party by Buyer for a period of six (6) years after the Closing Date in accordance with their terms and to the extent permitted by law, and such obligation of Buyer shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of such individuals for acts or omissions occurring or alleged to have occurred at or prior to the Closing Date. Buyer will indemnify any Indemnified Party who is made a party to any proceeding by reason of the fact that such person was a director, officer or employee of Seller at or prior to the Closing Date to the fullest extent provided in, and will advance expenses in accordance with, the Charter, Articles of Incorporation, Bylaws and other governing documents of Seller, as applicable, in the form previously provided to Buyer and effective as of the date of this Agreement, in each case subject to all the limitations set forth in such Charter, Articles of Incorporation, Bylaws or other governing documents and applicable law. Notwithstanding anything to the contrary contained in this Section, nothing contained in this Agreement will require Buyer to indemnify, defend or hold harmless any Indemnified Party to a greater extent than Seller may, as of the date of this Agreement, indemnify, defend and hold harmless such Indemnified Party, and any such indemnification provided pursuant to this Section will be provided only to the extent that such indemnification is permitted by any applicable laws.

(b) Buyer shall use reasonable commercial efforts (and Seller and Holding Company shall cooperate prior to the Closing Date) to maintain in effect for a period of six (6) years after the Closing Date, Seller's and Holding Company's existing directors' and officers' liability insurance policy (*provided*, *that*, Buyer may substitute therefor (1) policies with comparable coverage and amounts containing terms and conditions which are substantially no less advantageous or (2) with the consent of Seller and Holding Company (given prior to the Closing Date), any other policy with respect to claims arising from facts or events which occurred on or prior to the Closing Date and covering persons who are currently covered by such insurance); *provided*, *that*, Buyer shall not be obligated to make premium payments for such six (6) year

period in respect of such policy (or coverage replacing such policy) which exceeds, for the portion related to Seller's and Holding Company's directors and officers, 150% of the annual premium most recently paid by Seller (the "**Maximum Amount**"). If the amount of premium that is necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, Buyer shall use commercial reasonable efforts to maintain the most advantageous policies of director's and officer's liability insurance obtainable for a premium equal to the Maximum Amount or may request Seller and/or Holding Company to procure tail coverage, at Buyer's expense, at a single premium cost equal to the Maximum Amount.

(c) Any Indemnified Party wishing to claim indemnification under this Section 8.04 shall promptly notify Buyer upon learning of any Claim, provided that failure to so notify shall not affect the obligation of Buyer under this Section 8.04 unless, and only to the extent that, Buyer is actually and materially prejudiced in the defense of such Claim as a consequence. In the event of any such Claim (whether arising before or after the Closing), (1) Buyer shall have the right to assume the defense thereof and Buyer shall not be liable to such Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Parties in connection with the defense thereof, unless such Indemnified Party is advised in writing by counsel that the defense of such Indemnified Party by Buyer would create an actual or potential conflict of interest (in which case, Buyer shall not be obligated to reimburse or indemnify any Indemnified Party for the expenses of more than one such separate counsel for all Indemnified Parties, in addition to one local counsel in the jurisdiction where defense of any Claim has been or is to be asserted), (2) the Indemnified Parties will cooperate in the defense of any such matter, (3) Buyer shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), and Buyer shall not settle any Claim without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), and (4) Buyer shall have no obligation hereunder in the event that a federal or state banking agency or a court of competent jurisdiction shall determine that indemnification of an Indemnified Party in the manner contemplated hereby is prohibited by applicable laws and regulations.

(d) If Buyer or any of its successors and assigns (1) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (2) shall transfer all or substantially all of its property and assets to any individual, corporation or other entity, then, in each such case, proper provision shall be made so that the successors and assigns of Buyer and its Subsidiaries shall assume the obligations set forth in this Section 8.04.

(e) These rights shall survive the Closing and are intended to benefit, and shall be enforceable by, each Indemnified Party and his or her heirs, representatives or administrators. After the Closing, the obligations of Buyer under this Section 8.04 shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party unless the affected Indemnified Party shall have consented in writing to such termination or modification. If any Indemnified Party makes any claim for indemnification or advancement of expenses under this Section 8.04 that is denied by Buyer, and a court of competent jurisdiction determines that the Indemnified Party is entitled to such indemnification or advancement of expense, then Buyer shall pay such Indemnified Party's costs and expenses, including legal fees and expenses, incurred in connection with enforcing such claim against Buyer. If any Indemnified Party makes any claim for indemnification or advancement of expenses under this Section 8.04 that is denied by Buyer, and a court of competent jurisdiction determines that the Indemnified Party is not entitled to such indemnification or advancement of expense, the Indemnified Party shall pay Buyer's costs and expenses, including legal fees and expenses, incurred in connection with defending such claim against the Indemnified Party.

(f) Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to Holding Company or Seller or any of their subsidiaries for any of their respective directors, officers or other employees, it being understood and agreed that the indemnification provided for in this Section 8.04 is not prior to or in substitution for any such claims under such policies.

Section 8.05 Indemnification; Taxes.

(a) Holding Company agrees to save and hold Buyer harmless from and against any and all losses incurred in connection with, arising out of, resulting from or incident to (i) any taxes of Seller with respect to any period up to and including the Effective Time, (ii) taxes of Seller (including, without limitation, capital gains taxes arising as a result of the transactions contemplated by this Agreement) or any of their Affiliates for any tax period; (iii) taxes attributable to any breach or inaccuracy of any representations in this Section 8.05 or Section 5.16 or any failure to comply with any covenant or agreement of Seller (including any obligation to cause Seller or any of its Affiliates to take, or refrain from taking, any action under this Agreement); (iv) taxes attributable to any restructuring or reorganization undertaken by Seller or any of its Affiliates prior to the Effective Time (v) taxes for which Seller (or any predecessor of the foregoing) is held liable under Section 1.1502-6 of the Treasury regulations (or any similar provision of state, local or non-U.S. Law) by reason of such entity being included in any consolidated, affiliated, combined or unitary group at any time on or before the Effective Time; and (vi) taxes imposed on or payable by third parties with respect to which Seller or any of its Affiliates has an obligation to indemnify such third party pursuant to a transaction consummated on or prior to the Effective Time.

(b) Payment in full of any amount due from Holding Company under this Section 8.05(b) shall be made to Buyer in immediately available funds at least two (2) Business Days before the date payment of the taxes to which such payment relates is due.

(c) The rights of Buyer to indemnification granted and the obligations of Holding Company agreed to under this Section shall become effective on the Closing Date and shall terminate on the date that is the earlier of (i) the date Holding Company makes its final liquidation distribution to its shareholders following its dissolution as a corporation under the IBCL, or (ii) eighteen (18) months from the Closing Date.

ARTICLE IX
CONDITIONS TO CLOSING

Section 9.01 Conditions to the Obligations of Seller. The obligation of Seller to consummate the Bank Transactions are conditioned upon the satisfaction, on or before the Closing Date, of each of the following conditions (all or any of which may be waived in whole or in part by Seller, except for the conditions in Section 9.01(e), which cannot or will not be waived by Seller):

(a) Performance. Each of the acts and undertakings and covenants of Buyer to be performed at or before the Closing pursuant to this Agreement shall have been duly performed in all material respects.

(b) Representations and Warranties. Each of the representations and warranties of Buyer (i) set forth in Sections 6.01 and 6.02(ii) shall be true, accurate, and correct as though such representations and warranties had been made or given on and as of the Effective Time (except that representations and warranties that, by their express terms, speak as of the date of this Agreement or some other date shall be true, accurate, and correct only as of such date), and (ii) set forth in Sections 6.02(i) and 6.06 shall be true, accurate, and correct in all material respects at and as of the Effective Time as though such representations and warranties had been made or given on and as of the Effective Time (except that representations and warranties that, by their express terms, speak as of the date of this Agreement or some other date shall be true, accurate, and correct in all material respects only as of such date). All other representations and warranties of Buyer set forth in this Agreement (read without giving effect to any qualification as to materiality or material adverse effect set forth in such representations or warranties) shall be true, accurate, and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Effective Time as though made on and as of the Effective Time; provided that, for purposes of this sentence, such representations and warranties shall be deemed to be true, accurate, and correct unless the failure or failures of such representations and warranties to be so true, accurate, and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or material adverse effect set forth in such representations or warranties, has had or would reasonably be expected to have a material adverse effect on Buyer.

(c) Covenants Performed. Buyer shall have performed and complied in all material respects with all obligations, covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(d) Material Adverse Effect. Between the date of this Agreement and the Closing, Buyer shall not have experienced a material adverse effect.

(e) Regulatory Approvals. Buyer and Seller shall have received from the appropriate Regulators all Regulatory Approvals required to consummate the Bank Transactions, including, to the extent required under applicable law, the approval of the IDFI, the OCC, and the FDIC, which approvals shall remain in full force and effect and all statutory waiting periods shall have expired or been terminated. Seller shall not have been notified by any Regulator that the discontinued operation of Seller's business by Seller would be a violation of any Law, statute, rule or regulation or any policy of any Governmental Authority.

(f) ASI Approval. Buyer shall have received from ASI written approval to transfer and assign the Deposits from Seller to Buyer pursuant to this Agreement.

(g) Holding Company Shareholder Approval. This Agreement and the Transactions shall have been approved by the required affirmative vote of the shareholders of Holding Company at the Shareholder Meeting.

(h) Documents. Seller shall have received the following documents from Buyer:

(1) Copies of all Regulatory Approvals required to be obtained by Buyer hereunder and of the approval of ASI;

(2) An executed copy of the Assignment and Assumption Agreement.

(3) Resolutions of Buyer's board of directors, certified by its Secretary or Assistant Secretary, authorizing the execution and delivery of this Agreement and the consummation of the Bank Transactions to which Buyer is a party.

(4) A certificate of the Secretary or Assistant Secretary of Buyer as to the incumbency and signatures of officers.

(5) A certificate signed by a duly authorized officer of Buyer stating that the conditions set forth in Section 9.01(a), Section 9.01(b), Section 9.01(c), Section 9.01(d) of this Agreement have been fulfilled.

(6) An executed copy of the Retirement Account Transfer Agreement.

(7) Such other instruments and documents as counsel for Seller may reasonably require as necessary or desirable to evidence Buyer's assumption of all liabilities associated with the Deposits and Seller's other obligations that are being assumed by Buyer pursuant to this Agreement, and otherwise to consummate the Bank Transactions, all in form and substance reasonably satisfactory to counsel for Seller.

(i) Purchase Price. Seller shall have received the Purchase Price in immediately available funds deposited in the Seller Account.

Section 9.02 Conditions to the Obligations of Buyer. The obligation of Buyer to consummate the Bank Transactions is conditioned upon the satisfaction, on or before the Closing Date, of each of the following conditions (all or any of which may be waived in whole or in part by Buyer, except for the conditions in Section 9.02(e) hereof, which cannot be waived by Buyer):

(a) Performance. Each of the acts and undertakings and covenants of Seller to be performed at or before the Closing pursuant to this Agreement shall have been duly performed in all material respects.

(b) Representations and Warranties. Each of the representations and warranties of Seller (i) set forth in Sections 5.01 and 5.02(ii) (in each case, after giving effect to the first paragraph of Article V) shall be true, accurate, and correct in accordance with its terms at and as of the Effective Time as though such representations and warranties had been made or given on and as of the Effective Time (except that representations and warranties that, by their express terms, speak as of the date of this Agreement or some other date shall be true, accurate, and correct only as of such date), and (ii) set forth in Sections 5.02(i), 5.03, 5.24, and 5.30 (in each case, after giving effect to the first paragraph of Article V) shall be true, accurate, and correct in all material respects at and as of the Effective Time as though such representations and warranties had been made or given on and as of the Effective Time (except that representations and warranties that, by their express terms, speak as of the date of this Agreement or some other date shall be true, accurate, and correct in all material respects only as of such date). All other representations and warranties of Seller set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, but, in each case, after giving effect to the first paragraph of Article V) shall be true, accurate, and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Effective Time as though made on and as of the Effective Time; provided that, for purposes of this sentence, such representations and warranties shall be deemed to be true, accurate, and correct unless the failure or failures of such representations and warranties to be so true, accurate, and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would reasonably be expected to have a Material Adverse Effect on Seller.

(c) Covenants Performed. Seller shall have performed and complied in all material respects with all other obligations, covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(d) No Material Adverse Effect. Between the date of this Agreement and the Closing, Seller shall not have experienced a Material Adverse Effect.

(e) Regulatory Approvals. All Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired and no such approvals shall contain any conditions, restrictions or requirements which the board of directors of Buyer reasonably determines in good faith would reduce the benefits of the Bank Transactions to such a degree that Buyer would not have entered into this Agreement had such conditions, restrictions or requirements been known at the date hereof.

(f) ASI Approval. Buyer shall have received from ASI written approval to transfer and assign the Deposits from Seller to Buyer pursuant to this Agreement.

(g) Holding Company Shareholder Approval. This Agreement and the Transactions shall have been approved by the required affirmative vote of the shareholders of the Holding Company at the Shareholder Meeting.

(h) Documents. Buyer shall have received the following documents from Seller:

(1) Copies of all Regulatory Approvals required to be obtained by Seller hereunder and of the approval of ASI;

(2) A duly executed recordable Corporate Warranty Deed, conveying title to the Seller Real Estate, a Vendor's Affidavit, a Sales Disclosure Form (State Form 46021), and updated title reports and title surveys with respect to the Real Estate, if requested by Buyer as provided in Section 7.09.

(3) An executed Assignment and Assumption Agreement.

(4) An executed Bill of Sale and Assignment.

(5) An executed Assignment and Assumption of Executive Agreements.

(6) Certificates representing the shares of FHLB stock duly endorsed (or accompanied by duly executed stock power) for transfer to Buyer.

(7) Resolutions of Seller's board of directors and of Holding Company's board of directors, certified by their respective Secretary or Assistant Secretary, authorizing the execution and delivery of this Agreement and the consummation of the Transactions, and resolutions of Holding Company, in its capacity as Seller's sole shareholder, and of Holding Company's shareholders approving this Agreement and the Transactions.

(8) A certificate from the Secretary or Assistant Secretary of Seller and Holding Company as to the incumbency and signatures of officers.

(9) A certificate signed by a duly authorized officer of Seller stating that the conditions set forth in Section 9.02(a), Section 9.02(b), Section 9.02(c) and Section 9.02(d) of this Agreement have been satisfied.

(10) A final customer list as set forth in Section 11.06(a) of this Agreement.

(11) A properly executed and completed Internal Revenue Service Form W-9 from Seller.

(12) The holds and stop payment information described in Section 11.01 of this Agreement.

(13) An executed copy of the Retirement Account Transfer Agreement.

(14) All third-party consents required for Seller to consummate the Transactions.

(15) The Records.

(16) A Tax clearance certificate or other similar documentation issued by the Indiana Department of Revenue, dated as of a date within thirty (30) days of the Closing Date, evidencing that there are no outstanding Taxes owed by Seller in the State of Indiana and the release of Buyer from assuming any Tax obligations of Seller.

(i) Physical Delivery. Seller shall also deliver to Buyer the Assets purchased hereunder which are capable of physical delivery.

(j) Retained Cash. Seller and Buyer shall agree upon an accounting of the Retained Cash.

Section 9.03 Condition to the Obligations of Seller and Buyer.

(a) Regulatory Approvals. All required licenses, approvals, and consents of any relevant federal, state, or other regulatory agency shall have been obtained without any non-standard conditions or other non-standard requirements reasonably deemed unduly burdensome by either Seller or Buyer.

(b) Absence of Proceedings and Litigation. No order shall have been entered and remain in force at the Closing Date restraining or prohibiting any of the Transactions in any legal, administrative or regulatory proceeding, and no action or proceeding shall have been instituted or threatened on or before the Closing Date seeking to restrain or prohibit the Transactions or which would have a material adverse effect on Seller.

(c) Shareholder Approval. This Agreement and the Transactions shall have been approved by the required affirmative vote of the shareholders of the Holding Company at the Shareholder Meeting.

(d) Prepaid Expenses. Accrual of all of Seller's prepaid expenses to be agreed to by the Parties at least three (3) Business Days prior to the Closing.

ARTICLE X
TERMINATION

Section 10.01 Termination. This Agreement shall terminate and be of no further force or effect as between the Parties, except as to liability for a willful and material breach of any duty or obligation arising prior to the date of termination, upon the occurrence of any of the following conditions:

(a) By Seller or Buyer, after the expiration of ten (10) Business Days after any Regulator shall have denied or refused to grant the approvals or consents required under this Agreement to be obtained pursuant to this Agreement, unless within said ten (10) Business Day period Buyer and Seller agree to submit or resubmit an application to, or appeal the decision of, the Regulator which denied or refused to grant approval thereof, provided that the Regulator does not state that such submission or resubmission will not cure the cause of the denial or refusal to grant the approval or consent required; provided, that the denial or refusal of approval or consent required to be obtained is not the result of a breach of this Agreement by the Party seeking to terminate this Agreement

(b) By written notice from Buyer to Seller, if:

(1) any event shall have occurred which is not capable of being cured prior to the Outside Date and would result in any condition set forth in Section 9.02 not being satisfied prior to the Outside Date; or

(2) Seller breaches or fails to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform would give rise to the failure of a condition set forth in Section 9.02, and such condition is incapable of being satisfied by the Outside Date or, in the case of a condition that is capable of being satisfied by the Outside Date, such breach has not been cured by Seller within twenty (20) Business Days after Seller's receipt of written notice of such breach from Buyer.

(c) By written notice from Seller to Buyer, if:

(1) any event shall have occurred which is not capable of being cured prior to the Outside Date and would result in any condition set forth in Section 9.01 not being satisfied prior to the Outside Date; or

(2) Buyer breaches or fails to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform would give rise to the failure of a condition set forth in Section 9.01 and such condition is incapable of being satisfied by the Outside Date or, in the case of a condition that is capable of being satisfied by the Outside Date,

such breach has not been cured by Buyer within twenty (20) Business Days after Buyer's receipt of written notice of such breach from Seller.

(d) By Seller or Buyer, if the Bank Transactions are not consummated by the Outside Date, unless the Outside Date is extended by the mutual written agreement of the Parties, provided a Party that is then in breach of this Agreement shall not be entitled to exercise such right of termination;

(e) The mutual written consent of the Parties to terminate;

(f) By written notice from either Buyer or Seller to the other Party:

(1) in the event of an Adverse Recommendation Change; or

(2) if Seller or Holding Company enters into, or publicly announces its intention to enter into, a definitive agreement, agreement in principle or letter of intent with respect to any Acquisition Proposal.

(g) By Seller, at any time prior to the adoption and approval of this Agreement by Holding Company's shareholders, in order to enter into an agreement with respect to a Superior Proposal, but only if (i) Holding Company's board of directors has determined in good faith based on the advice of legal counsel that failure to take such action would cause the board of directors to violate its fiduciary duties under applicable law, and (ii) Seller has not breached its obligations under Section 7.02;

(h) By Seller or Buyer if a quorum could not be convened at the Shareholder Meeting or at a reconvened meeting held at any time prior to or on the Outside Date;

(i) By Seller or Buyer, if the Shareholder Meeting has been held and Holding Company's shareholders did not approve this Agreement at the Shareholder Meeting;

(j) By Seller, if Buyer has not, prior to the Closing Date, filed articles of amendment with the IDFI to amend its charter to comply with the requirements of Section 7.03; or

(k) By Seller or Buyer, if the Purchase Price, as adjusted pursuant to Section 2.04 is less than or equal to $36,198,789.

Section 10.02 Effect of Termination and Abandonment.

(a) Subject to the remainder of this Section 10.02, in the event of the termination of this Agreement pursuant to Section 10.01, this Agreement shall forthwith become null and void and have no effect, without any liability on the part of Buyer or Seller and each of their respective directors, officers, employees, advisors, agents, or shareholders and all rights and obligations of any Party under this Agreement shall cease, except for the agreements contained in this Section 10.02 and in Section 7.15 and Section 12.01, which shall remain in full force and effect and survive any termination of this Agreement; provided, however, that nothing contained in this Section 10.02, except for the fees payable pursuant to Section 10.02(b) or Section 10.02(d), shall relieve any party hereto from liabilities or damages arising out of any fraud or intentional breach by such party of any of its representations, warranties, covenants or other agreements contained in this Agreement.

(b) (i) Seller shall pay to Buyer an amount in cash equal to $2,208,000 (the "**Seller Fee**") as liquidated damages if:

(1) this Agreement is terminated by either party pursuant to Section 10.01(f) or Section 10.01(g);

(2) this Agreement is terminated by either party pursuant to Section 10.01(h) as a result of the failure of Holding Company shareholders to approve the Agreement and the Bank Transactions by the requisite vote or by Buyer pursuant to Section 10.01(i), and (x) prior to the Shareholder Meeting, an Acquisition Proposal has been publicly announced, disclosed or communicated, and (y) in each such case, prior to the date that is twelve (12) months after such termination, Seller or Holding Company enters into any Acquisition Agreement or any Acquisition Proposal is consummated (regardless of whether such Acquisition Proposal is made or consummated before or after termination of this Agreement); or

(3) this Agreement is terminated by either Seller or Buyer pursuant to Section 10.01(d) and (A) prior to the date of such termination, an Acquisition Proposal was made, and (B) prior to the date that is twelve months after such termination, Seller or Holding Company enters into any Acquisition Agreement or any Acquisition Proposal is consummated.

(c) Any fee due under Section 10.02(b) shall be paid by Seller by wire transfer of same day funds:

(1) in the case of Section 10.02(b)(1), concurrently with such termination; and

(2) in the case of Section 10.02(b)(2) or Section 10.02(b)(3), on the earlier of the date Seller enters into such Acquisition Agreement or consummates such Acquisition Proposal.

(d) Seller acknowledges that the agreements contained in this Section 10.02 are an integral part of the Transactions contemplated by this Agreement, and that, without these agreements, Buyer would not have entered into this Agreement. Accordingly, if Seller fails promptly to pay the amounts due pursuant to this Section 10.02, and, in order to obtain such payment, Buyer commences a suit that results in a judgment against Seller for the amounts set forth in this Section 10.02, Seller shall pay to Buyer its reasonable costs and expenses (including attorneys' fees and expenses) in connection with such suit and any appeal relating thereto, together with interest on the amounts set forth in this Section 10.02 at the national prime rate in effect on the date such payment was required to be made.

Section 10.03 Procedure Upon Termination. In the event of termination pursuant to Section 10.01 or pursuant to Section 10.01(b)(1) or Section 10.01(c)(1) where no cure period is provided for the breaching party, this Agreement shall thereupon terminate and be of no further force or effect immediately upon receipt of the written notice required hereby or, in the case of Section 10.01(b)(2) or Section 10.01(c)(2) where a cure period is provided for the breaching party, upon the passage of twenty (20) days following such notice if no cure of a breach has occurred.

ARTICLE XI
OTHER AGREEMENTS

Section 11.01 Holds and Stop Payment Orders. Holds and stop payment orders that have been placed by Seller on particular accounts or on individual checks, drafts or other instruments before the Closing Date will be continued by Buyer under the same terms after the Closing Date. Seller will deliver to Buyer at the Closing a complete schedule of such holds and stop payment orders and documentation relating to the placing thereof.

Section 11.02 ACH Items and Recurring Debits. Seller will transfer all automated clearing house ("**ACH**") arrangements to Buyer as soon as possible after the Closing Date. At least fifteen (15) Business Days prior to the Closing Date, Seller will deliver to Buyer (i) a listing of account numbers for all accounts being assumed by Buyer subject to ACH Items and Recurring Debit arrangements, and (ii) all other records and information necessary for Buyer to administer such arrangements. Buyer shall continue such ACH arrangements and such Recurring Debit arrangements as are originated and administered by third parties and for which Buyer need act only as processor; Buyer shall also continue Recurring Debit arrangements that were originated or administered by Seller.

Section 11.03 Withholding. Seller shall deliver to Buyer (i) within three (3) Business Days after the Closing Date a list of all "B" (TINs do not match) and "C" (under reporting/IRS imposed withholding) notices from the IRS

imposing withholding restrictions, and (ii) for a period of one hundred twenty (120) days after the Closing Date, all notices received by Seller from the IRS releasing withholding restrictions on Deposit accounts transferred to Buyer pursuant to this Agreement. Any amounts required by any governmental agency to be withheld from any of the Deposits (the "**Withholding Obligations**") will be handled in the following manner:

(a) Any Withholding Obligations required to be remitted to the appropriate governmental agency prior to the Closing Date will be withheld and remitted by Seller, and any other sums withheld by Seller pursuant to Withholding Obligations prior to the Closing Date shall also be remitted by Seller to the appropriate governmental agency on or prior to the time they are due.

(b) Any Withholding Obligations required to be remitted to the appropriate governmental agency on or after the Closing Date with respect to Withholding Obligations after the Closing Date and not withheld by Seller as set forth in Section 11.03(a) above will be remitted by Buyer.

(c) Any penalties described on "B" notices from the IRS or any similar penalties that relate to Deposit accounts opened by Seller prior to the Closing Date will be paid by Seller promptly upon receipt of the notice providing such penalty assessment resulted from Seller's acts, policies or omissions.

Section 11.04 Retirement Accounts. Seller will provide Buyer with the proper trust documents and all related information for any Retirement Accounts assumed by Buyer under Section 2.02 of this Agreement. Buyer shall be responsible for all federal and state income tax reporting of Retirement Accounts for the tax year in which the Bank Transactions are consummated. Seller agrees to cooperate with Buyer to permit Buyer to retain Seller's current reporting service provider (and assume any such contract) (if Buyer elects to do so) and to assist Buyer in the preparation of any such reports or background materials needed for the preparation of any such reports.

Section 11.05 Interest Reporting. Buyer shall report for the tax year in which the Bank Transactions are consummated all interest credited to, interest withheld from, and early withdrawal penalties charged to the Deposits which are assumed by Buyer under this Agreement. For so long as Seller remains in existence, Seller agrees to cooperate with Buyer to permit Buyer to retain Seller's current reporting service provider and assume any such contract, if Buyer elects to do so, and to assist Buyer in the preparation of any such reports or background materials needed for the preparation of any such reports. Said reports shall be made to the holders of these accounts and to the applicable federal and state regulatory agencies.

Section 11.06 Notices to Depositors. Seller shall provide Buyer an intermediate customer list of the Deposit accounts to be assumed by Buyer pursuant to this Agreement, together with a tape or such other appropriate electronic medium thereof, as of month-end prior to the scheduled Seller mailing referred to in Section 11.06(a) below. Seller shall provide Buyer a final customer list of the Deposits transferred as of the Closing Date pursuant to this Agreement.

(a) After receipt of all regulatory approvals and, with the concurrence of the Regulators, if required, at least five (5) Business Days before the Closing Date, but only after the waiver or satisfaction of all conditions to Closing (other than deliveries and waiting periods), Seller shall mail notification to the holders of the Deposits to be assumed that, subject to Closing requirements, Buyer will be assuming the liability for the Deposits; *provided, however*, such notice shall be given to the holders of IRAs at least thirty (30) days prior to the Closing Date. The notification(s) will be based on the list referred to in the first paragraph of this Section 11.06 above and a listing maintained by Seller of the new accounts opened since the date of said list. Seller shall provide Buyer with the documentation of said listing up to the date of Seller's mailing. Buyer shall send notification(s) to the same holders either together with Seller's mailing (in which case Buyer shall pay the costs of such mailing and Buyer shall not delay the timing of such mailing), or within three days after Seller's notification setting out the details of its administration of the assumed accounts. Each Party shall obtain the approval of the other Party on its notification letter(s), which approval shall not be unreasonably withheld or delayed. Except as otherwise provided herein, each Party will be responsible for the cost of its own mailing.

(b) After the effective date of any mailing regarding account services by Buyer, Buyer will provide copies of such materials to Seller for distribution at Seller's locations at the time new services are acquired.

(c) A party proposing to send or publish any notice or communication pursuant to this Section 11.06 shall furnish to the other party a copy of the proposed form of such notice or communication at least five (5) Business Days in advance of the proposed date of the first mailing, posting, or other dissemination thereof to customers, and shall incorporate any changes in such notice as the other party reasonably proposes as necessary to comply with applicable law or which the other party reasonably requests for any proper business purpose.

Section 11.07 Card Processing and Overdraft Coverage.

(a) Seller will provide Buyer with a list of ATM and debit card holders no later than fifteen (15) Business Days after receipt of all necessary approvals of the Regulators; *provided*, *however*, Buyer shall not use such list to contact the card holders prior to the Closing without prior consent of Seller.

(b) All of Seller's customers with overdraft coverage shall be provided similar overdraft coverage, if available, by Buyer after the Closing, and if not available, Buyer will provide written notice to any affected customers.

Section 11.08 Taxpayer Information. Seller shall deliver to Buyer within three (3) Business Days after the Closing Date: (i) TINs (or record of appropriate exemption) for all holders of Deposits acquired by Buyer pursuant to this Agreement; and (ii) all other information in Seller's possession or reasonably available to Seller required by applicable law to be provided to the IRS with respect to the Assets and Deposits transferred pursuant to this Agreement and the holders thereof, except for such information which Seller will report pursuant to Section 11.03 of this Agreement (collectively, the "**Taxpayer Information**"). Seller hereby certifies that such information, when delivered, shall accurately reflect the information provided by Seller's customers.

Section 11.09 Termination of Liquidation Accounts. Holding Company and Seller each maintain a separate liquidation account for the benefit of certain of Seller's depositors ("**Liquidation Account Participants**") pursuant to, and in accordance with applicable federal regulation (collectively, the "**Liquidation Accounts**"). Seller and Holding Company shall each take all actions required by any Regulator with respect to the Liquidation Accounts, and shall pay any liquidating distribution of the Liquidation Accounts to the Liquidation Account Participants, and any expenses related thereto, as may be required under applicable law or by any Regulator.

Section 11.10 Termination of Seller's ESOP. At or prior to Closing, Seller's employee stock ownership plan ("**ESOP**") shall be terminated and the unallocated shares in the ESOP will be used to repay the outstanding principal and interest balance on the ESOP loan from Holding Company, with the remaining shares, if any, allocated as earnings to the ESOP participants in accordance with the terms of the termination amendment. ESOP distributions will be the responsibility of Seller and will be made as soon as administratively practicable following the Closing, in accordance with tax law requirements and the terms of the plan document governing the ESOP.

ARTICLE XII
GENERAL PROVISIONS

Section 12.01 Payment of Expenses. Except as otherwise expressly provided in this Agreement, each Party hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with this Agreement and the Transactions contemplated hereunder. Except as otherwise expressly provided herein, all expenses, fees and costs (including, without limitation, filing fees) necessary for any Regulatory Approvals or for any notice to depositors of the assumption of the Deposit Liabilities shall be paid by Buyer.

Section 12.02 No Third-Party Beneficiaries. This Agreement is not intended nor should it be construed to create any express or implied rights in any third parties, except for the rights set forth in Section 8.02 and Section 8.04 of this Agreement.

Section 12.03 Notices. All notices, requests, demands, and other communication given or required to be given under this Agreement shall be in writing, duly addressed to the parties hereto as follows or at such other address, telephone, email address or facsimile number as any such party may later specify by such written notice:

To Seller or Holding Company:	Mid-Southern Bancorp, Inc. Mid-Southern Savings Bank 300 North Water Street Salem, Indiana 47167 Attn: Alexander G. Babey, President and Chief Executive Officer Tel: (812) 883-2639 ext 2101 Email: alex.babey@mid-southern.com
With a copy to:	Luse Gorman, PC 5335 Wisconsin Avenue, N.W., Suite 780 Washington, DC 20015 Attn: Steven Lanter Tel: (202) 274-2004 Email: slanter@luselaw.com
To Buyer:	Beacon Credit Union Attn: Dustin Cuttriss, President and Chief Executive Officer 586 S. Wabash St. Wabash, Indiana 46992 Tel: (260) 563-7443 Email: Dcuttriss@beaconcu.org
With copy to:	Barnes & Thornburg LLP 11 S. Meridian Street Indianapolis, Indiana 46204 Attn: Thomas M. Maxwell Tel: (317) 231-7796 Email: tmaxwell@btlaw.com

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received five (5) Business Days after the same is so addressed and mailed with postage prepaid. Notice sent by any other manner shall be effective only upon actual receipt thereof.

Section 12.04 Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment in violation of this section is void.

Section 12.05 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors or representatives.

Section 12.06 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, except that it shall also be governed by and construed in accordance with federal law to the extent federal law applies. Each of the Parties irrevocably submits to the jurisdiction of the state courts located in Washington County, Indiana and the applicable federal court for Washington County, Indiana with respect to the interpretation and enforcement of the provisions of this Agreement and in respect of the Transactions, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts lawfully decline to exercise such jurisdiction. Each of the Parties hereby waives, and agrees not to assert, as a defense in any proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that it is not subject to such jurisdiction. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR EVENTS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THE PARTIES HERETO EACH AGREE THAT ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION SHALL BE TRIED BY THE COURT WITHOUT A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LEGAL PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

Section 12.07 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, contains all of the agreements of the parties to it with respect to the matters contained herein, and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

Section 12.08 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

Section 12.09 Severability. If any paragraph, section, sentence, clause, or phrase contained in this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Agreement shall not be affected thereby.

Section 12.10 Waiver. The waiver of any breach of any provision under this Agreement by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement.

Section 12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Minor variations in the form of signature pages of this Agreement, including footers from earlier versions of this Agreement, shall be disregarded in determining a party's intent or the effectiveness of such signature or this Agreement.

Section 12.12 Force Majeure. No party hereto shall be deemed to have breached this Agreement solely by reason of delay or failure in performance resulting from a natural disaster or other act of God, including a pandemic or epidemic (including, without limitation, COVID-19). The parties hereto agree to cooperate in an attempt to overcome such a natural disaster or other act of God and consummate the Transactions, but if any party hereto reasonably believes that its interests would be materially and adversely affected by proceeding, such party shall be excused from any further performance of its obligations and undertakings under this Agreement.

Section 12.13 Schedules. All information set forth in the Exhibits and Disclosure Schedules hereto shall be deemed a representation and warranty of Seller as to the accuracy and completeness of such information in all material respects.

Section 12.14 Knowledge. Whenever any statement in this Agreement or in any list, certificate or other document delivered pursuant to this Agreement to any party hereto is made "to the Knowledge" or "to the best Knowledge" of Seller or Holding Company, such Knowledge shall have the meaning provided in Section 1.01 of this Agreement.

Section 12.15 Survival. Neither the representations or warranties of the parties in this Agreement nor any implied warranties applicable in connection therewith shall survive the Closing Date. Except as waived in accordance with the terms of this Agreement, any covenant contained in this Agreement that imposes an obligation or restriction, or confers a right or benefit, the observance, performance, or exercise of which may or must occur after the Closing Date, shall survive the Closing Date.

Section 12.16 Time of the Essence. Whenever performance is required to be made by a party hereto under a specific provision of this Agreement, time shall be of the essence.

Section 12.17 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any covenants in this Agreement were not performed in accordance with their specific terms or otherwise were materially breached. It is accordingly agreed that, without the necessity of proving actual damages or posting bond or other security, the parties hereto shall be entitled to seek temporary and/or permanent injunction or injunctions to prevent breaches of such performance and to specific enforcement of the terms and provisions in addition to any other remedy to which they may be entitled, at law or in equity.

[Signature Page Follows]

The parties hereto have duly authorized and executed this Agreement as of the date first above written.

BEACON CREDIT UNION

By: /s/ Dustin Cuttriss
Name: Dustin Cuttriss
Title: President and Chief Executive Officer

MID-SOUTHERN SAVINGS BANK

By: /s/ Alexander G. Babey
Name: Alexander G. Babey
Title: President and Chief Executive Officer

MID-SOUTHERN BANCORP, INC.

By: /s/ Alexander G. Babey
Name: Alexander G. Babey
Title: President and Chief Executive Officer

PIPER | SANDLER

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Piper Sandler & Co. Since 1895.
Member SIPC and NYSE.

January 24, 2024

Board of Directors
Mid-Southern Bancorp, Inc.
300 North Water Street
Salem, IN 47167

Ladies and Gentlemen:

Mid-Southern Bancorp, Inc. ("Holding Company"), Mid-Southern Savings Bank, FSB, a wholly-owned subsidiary of Holding Company ("Seller"), and Beacon Credit Union ("Buyer") are proposing to enter into a Purchase and Assumption Agreement (the "Agreement") pursuant to which, at the Closing, and subject to the terms and conditions set forth in the Agreement, Seller shall sell, convey, assign, and transfer to Buyer and Buyer shall purchase and acquire from Seller, all of Seller's right, title, and interest in and to the Assets (the "Bank Transactions"). Following the consummation of the Bank Transactions, (i) Seller will wind up its business, distribute its remaining assets to Holding Company and surrender its banking charter, and (ii) Holding Company will dissolve and distribute its assets to the shareholders of Holding Company (collectively, the "Post-Closing Transactions," and together with the Bank Transactions, the "Transactions"). In consideration for the Assets purchased by Buyer under the Agreement, Buyer shall (i) assume the Assumed Liabilities (other than the Excluded Liabilities), (ii) pay in cash to Seller at Closing an amount equal to $45,198,789 ("Purchase Price"), and (iii) allow Seller to retain the Retained Cash; *provided*, however, the Agreement provides that if the Closing Equity Value is less than $30,711,000 (the "Minimum Equity Value"), then the Purchase Price shall be reduced by an amount equal to the difference between the Minimum Equity Value and the Closing Equity Value, and if the Closing Equity Value is more than the Minimum Equity Value, then the Purchase Price shall be increased by an amount equal to the difference between the Closing Equity Value and the Minimum Equity Value.

At Holding Company's direction and with Holding Company's consent, we have assumed for purposes of our analyses, and based on information provided to Piper Sandler by the senior management of Holding Company, (i) that Seller's Closing Equity Value will be equal to Seller's equity at December 31, 2023 ("Seller's Equity"), (ii) certain adjustments for Holding Company equity at December 31, 2023 ("Holding Company Equity"), (iii) the reversal of certain Seller allowances for credit losses, as of December 31, 2023 (the "ACL Reversal"), (iv) certain estimated taxes to be paid by Holding Company at Closing ("Taxes"), (v) certain after-tax transaction related expenses to be borne by Holding Company ("Expenses"), and (vi) the value of the Liquidation Accounts (the "Liquidation Balance"). As used herein, "Aggregate Consideration" shall mean (a)

the Purchase Price, *plus* (b) Retained Cash, *plus* (c) the adjustment to the Purchase Price in light of Seller's Equity, *plus* (d) Holding Company Equity, *plus* (e) the ACL Reversal, *less* (f) Taxes, *less* (g) Expenses, *less* (h) the Liquidation Balance. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement. The terms and conditions of the Transactions are more fully set forth in the Agreement. You have requested our opinion as to the fairness, from a financial point of view, of the Aggregate Consideration to the holders of Holding Company common stock.

Piper Sandler & Co. ("Piper Sandler", "we" or "our"), as part of its investment banking business, is regularly engaged in the valuation of financial institutions and their securities in connection with mergers and acquisitions and other corporate transactions. In connection with this opinion, we have reviewed and considered, among other things: (i) an execution copy of the Agreement; (ii) certain publicly available financial statements and other historical financial information of Holding Company and Seller that we deemed relevant; (iii) certain publicly available financial statements and other historical financial information of Buyer that we deemed relevant; (iv) certain internal balance sheet, income statement and dividend projections for Holding Company for the year ending December 31, 2024, as well as estimated long-term annual asset and loan growth rates for the years ending December 31, 2025 through December 31, 2028, as provided by the senior management of Holding Company; (v) the pro forma financial impact of the Transactions on Buyer's regulatory capital ratios given the Aggregate Consideration, as provided by the senior management of Holding Company, and certain assumptions relating to Buyer's financing, as provided by the senior management of Buyer; (vi) a comparison of certain financial information for Holding Company with similar financial institutions for which information is publicly available; (vii) the financial terms of certain recent business combinations in the bank and thrift industry (on a nationwide basis), to the extent publicly available; (viii) the current market environment generally and the banking environment in particular; and (ix) such other information, financial studies, analyses and investigations and financial, economic and market criteria as we considered relevant. We also discussed with certain members of the senior management of Holding Company the business, financial condition, results of operations and prospects of Holding Company and held similar discussions with certain members of the senior management of Buyer and its representatives regarding the business, financial condition, results of operations and prospects of Buyer.

In performing our review, we have relied upon the accuracy and completeness of all of the financial and other information that was available to and reviewed by us from public sources, that was provided to us by Holding Company, Buyer or their respective representatives, or that was otherwise reviewed by us and we have assumed such accuracy and completeness for purposes of rendering this opinion without any independent verification or investigation. We have relied on the assurances of the senior managements of Holding Company and Buyer that they are not aware

of any facts or circumstances that would make any of such information inaccurate or misleading. We have not been asked to and have not undertaken an independent verification of any of such information and we do not assume any responsibility or liability for the accuracy or completeness thereof. We did not make an independent evaluation or perform an appraisal of the specific assets, the collateral securing assets or the liabilities (contingent or otherwise) of Holding Company, Seller or Buyer, nor have we been furnished with any such evaluations or appraisals. We render no opinion or evaluation on the collectability of any assets or the future performance of any loans of Holding Company, Seller or Buyer. We did not make an independent evaluation of the adequacy of the allowance for loan losses of Holding Company, Seller or Buyer, or the combined entity after the Transactions, and we have not reviewed any individual credit files relating to Holding Company, Seller or Buyer. We have assumed, with your consent, that the respective allowances for loan losses for Holding Company, Seller and Buyer are adequate to cover such losses and will be adequate on a pro forma basis for the combined entity.

In preparing its analyses, Piper Sandler used certain internal balance sheet, income statement and dividend projections for Holding Company for the year ending December 31, 2024, as well as estimated long-term annual asset and loan growth rates for the years ending December 31, 2025 through December 31, 2028, as provided by the senior management of Holding Company. Piper Sandler also received and used in its pro forma analyses certain assumptions relating to Buyer's financing, as provided by the senior management of Buyer. With respect to the foregoing information, the respective senior managements of Holding Company and Buyer confirmed to us that such information reflected the best currently available projections and estimates of those respective senior managements of the future financial performance of Holding Company and Buyer, respectively, and we assumed that the financial results reflected in such information would be achieved. We express no opinion as to such projections or estimates, or the assumptions on which they are based. We have also assumed that there has been no material change in Holding Company's, Seller's or Buyer's assets, financial condition, results of operations, business or prospects since the date of the most recent financial statements made available to us. We have assumed in all respects material to our analyses that Holding Company, Seller and Buyer will remain as going concerns for all periods relevant to our analyses.

We have also assumed, with your consent, that (i) each of the parties to the Agreement will comply in all material respects with all material terms and conditions of the Agreement and all related agreements, that all of the representations and warranties contained in such agreements are true and correct in all material respects, that each of the parties to such agreements will perform in all material respects all of the covenants and other obligations required to be performed by such party under such agreements and that the conditions precedent in such agreements are not and will not be waived, (ii) in the course of obtaining the necessary regulatory or third party approvals, consents and releases with respect to the Transactions, no delay, limitation, restriction or condition

will be imposed that would have an adverse effect on Holding Company, Seller, Buyer, the Transactions or any related transactions, and (iii) the Transactions and any related transactions will be consummated in accordance with the terms of the Agreement without any waiver, modification or amendment of any material term, condition or agreement thereof and in compliance with all applicable laws and other requirements. Finally, with your consent, we have relied upon the advice that Holding Company has received from its legal, accounting and tax advisors as to all legal, accounting and tax matters relating to the Transactions and the other transactions contemplated by the Agreement. We express no opinion as to any such matters.

Our opinion is necessarily based on financial, economic, regulatory, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof could materially affect this opinion. We have not undertaken to update, revise, reaffirm or withdraw this opinion or otherwise comment upon events occurring after the date hereof. We express no opinion as to the trading value of Holding Company common stock at any time.

We have acted as Holding Company's financial advisor in connection with the Transactions and will receive a fee for our services, which fee is contingent upon consummation of the Transactions. We will also receive a fee for rendering this opinion, which opinion fee will be credited in full towards the advisory fee which will become due and payable to Piper Sandler upon consummation of the Transactions. Holding Company has also agreed to indemnify us against certain claims and liabilities arising out of our engagement and to reimburse us for certain of our out-of-pocket expenses incurred in connection with our engagement. We have not provided any other investment banking services to Holding Company or Seller in the two years preceding the date hereof, nor did Piper Sandler provide any investment banking services to Buyer in the two years preceding the date hereof. In the ordinary course of our business as a broker-dealer, we may purchase securities from and sell securities to Holding Company, Seller and Buyer. We may also actively trade the equity and debt securities of Holding Company for our own account and for the accounts of our customers.

Our opinion is directed to the Board of Directors of Holding Company in connection with its consideration of the Agreement and the Transactions and does not constitute a recommendation to any shareholder of Holding Company as to how any such shareholder should vote at any meeting of shareholders called to consider and vote upon the approval of the Agreement and the Transactions. Our opinion is directed only to the fairness, from a financial point of view, of the Aggregate Consideration to the holders of Holding Company common stock and does not address the underlying business decision of Holding Company to engage in the Transactions, the form or structure of the Transactions or any other transactions contemplated in the Agreement, the relative merits of the Transactions as compared to any other alternative transactions or business strategies

that might exist for Holding Company or Seller, or the effect of any other transaction in which Holding Company or Seller might engage. We express no opinion as to the amount or nature of compensation to be received in the Transactions by any Holding Company or Seller officer, director or employee, or any class of such persons, if any, relative to the amount of compensation to be received by any other shareholder. This opinion has been approved by Piper Sandler's fairness opinion committee. This opinion may not be reproduced without Piper Sandler's prior written consent; *provided*, however, Piper Sandler will provide its consent for the opinion to be included in regulatory filings to be completed in connection with the Transactions and the proxy statement to be provided to holders of Holding Company common stock in connection with the Shareholders Meeting.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Aggregate Consideration is fair, from a financial point of view, to the holders of Holding Company common stock.

Very truly yours,

Piper Sandler & Co.

PLAN OF LIQUIDATION AND DISSOLUTION OF MID-SOUTHERN BANCORP, INC.

This Plan of Liquidation and Dissolution (this "**Plan**") is intended to accomplish the complete liquidation, dissolution, and winding up of Mid-Southern Bancorp, Inc., an Indiana corporation (the "**Corporation**"), in accordance with the Indiana Business Corporation Law (the "**IBCL**") and Section 331 of the Internal Revenue Code of 1986, as amended (the "Code").

1. Approval and Adoption of Plan. Pursuant to the IBCL and subject to the terms of this Plan, (a) this Plan has been approved by the board of directors of the Corporation (the "**Board**"), (b) the Board has directed that this Plan be submitted to the Corporation's shareholders (the "**Shareholders**") for consideration, and (c) the Board has recommended that the Shareholders approve this Plan and the complete liquidation, dissolution, and winding up of the Corporation.

2. Conditions Precedent; Adoption Date. The complete liquidation, dissolution, and winding up of the Corporation, and the consummation of the transactions contemplated by this Plan, are subject to the satisfaction of each of the following conditions: (a) approval by the Shareholders of the Purchase and Assumption Agreement, dated January 25, 2024 (the "**Purchase Agreement**"), by and between Beacon Credit Union, an Indiana credit union ("**BCU**"), the Corporation, and Mid-Southern Savings Bank, FSB, a federal savings bank and the wholly owned subsidiary of the Corporation (the "**Bank**"); (b) approval by the Shareholders of the voluntary liquidation and dissolution of the Corporation pursuant to this Plan; and (c) consummation of the transactions contemplated by the Purchase Agreement, including the sale to BCU of substantially all of the assets of the Bank and the assumption by BCU of substantially all of the liabilities of the Bank (the "**Asset Sale**") (collectively, the "**Conditions Precedent**"). If each of the Conditions Precedent are satisfied, this Plan shall constitute the adopted Plan of the Corporation as of the date on which the last of the Conditions Precedent is satisfied (the "**Adoption Date**").

3. General Authorization. The Board is authorized following the Adoption Date, without further action by the Shareholders, to interpret the provisions of this Plan and to do and perform or cause the officers of the Corporation (the "**Officers**"), subject to approval of the Board, to do and perform any and all acts, and to make, execute, deliver, or adopt any and all agreements, resolutions, conveyances, certificates, and other documents of every kind that are deemed necessary, appropriate, or desirable, in the absolute discretion of the Board, to implement the complete liquidation, dissolution, and winding up of the business and affairs of the Corporation according to this Plan, including, but not limited to:

(a) Collecting all assets.

(b) Disposing of any, all, or substantially all of the assets and properties of the Corporation.

(c) Paying all expenses incurred in connection with the implementation of this Plan including, but not limited to, any consulting, professional, and other fees and expenses of persons or entities providing services to the Corporation.

(d) Satisfying, settling, or rejecting all liabilities, debts, or obligations of the Corporation, whether by payment or by making adequate provisions for payments.

(e) Prosecuting and defending actions or proceedings by or against the Corporation.

(f) Distributing assets of the Corporation to the Shareholders to the fullest extent permitted by the IBCL, filing all final tax returns or other forms, preparing and filing such other necessary or appropriate filings under applicable federal and state laws, making final payments, and closing any tax accounts or other obligations required by any state or federal law or regulation to effect the winding up of the Corporation's business and affairs and the liquidation and dissolution of the Corporation, including, but not limited to, filing Internal Revenue Service ("**IRS**") Form 966 with the IRS, Articles of Dissolution with the Indiana Secretary of State ("**ISOS**"), and the notices required by the IBCL.

(g) Paying out the liquidation accounts of the Corporation and the Bank, in compliance with applicable bank regulation, to eligible depositors of the Bank.

4. Indemnification. The Corporation shall continue to indemnify its Officers, members of the Board, and employees in accordance with the IBCL, its Articles of Incorporation, and Bylaws, any contractual arrangements, and its existing directors' and officers' liability insurance policy, for acts and omissions in connection with the Corporation's liquidation and dissolution, implementation of this Plan, and the winding up of the business and affairs of the Corporation.

5. Articles of Dissolution; Effective Date. On or after the Adoption Date, the Corporation shall prepare and file Articles of Dissolution with the ISOS in accordance with the IBCL. The Corporation shall be dissolved on the date the Articles of Dissolution are filed with the ISOS unless the Articles of Dissolution specify a later effective date in accordance with the IBCL (the "**Effective Date**").

6. Cessation of Business Activities. The Corporation shall cease carrying on its business and affairs after the Adoption Date, or such later date as determined by the Board which is not after the Effective Date, except as necessary to wind up and liquidate its business and affairs, including retaining such employees, consultants, and other agents as necessary or desirable to carry out these activities.

7. Claims. The Corporation will dispose of and resolve known and unknown claims in accordance with the IBCL and the Board may elect any procedures permitted under the IBCL with respect thereto.

8. Plan of Distribution.

(a) On and after the Adoption Date, the Corporation shall make adequate provision, by payment or otherwise, for the Corporation's known claims as provided by Section 8 of this Plan.

(b) On a date or dates as determined by the Board in its absolute discretion, the Corporation shall distribute the remainder of any assets, either in cash or in kind, to its Shareholders according to their respective rights and interests. Distributions to any Shareholders will be made only as permitted and in the manner required by the IBCL and the Articles of Incorporation of the Corporation.

(c) Subject to the foregoing, the Board has absolute discretion in determining the manner and timing in which the Corporation's distributions are to be completed. Distributions pursuant to this Plan or any other requirements of the IBCL may occur at a single time or be undertaken in a series of transactions over time. Unless otherwise provided herein, the distributions may be in cash or in assets or in combination of such. The Board has absolute discretion to make such distributions in such amounts and at such time or times as they determine.

9. Section 331 Complete Liquidation. This Plan is intended to constitute a plan of complete liquidation for purposes of Section 331 of the Code and shall be interpreted and applied consistently therewith. Distributions made pursuant to this Plan are intended to be treated as made in complete liquidation of the Corporation within the meaning of the Code and the regulations promulgated thereunder. This Plan shall be deemed to authorize the taking of such action as, in the opinion of counsel to the Corporation, may be necessary to conform with the provisions of Section 331 of the Code and the regulations promulgated thereunder. Within thirty (30) days after the Adoption Date, the Corporation shall file with the IRS an appropriate statement of corporate dissolution on IRS Form 966, as required by Section 6043 of the Code, and such additional forms and reports with the IRS as may be necessary or appropriate in connection with this Plan and the carrying out thereof.

10. Cancellation of Stock. The distributions to the Shareholders pursuant to Section 9 hereof shall be in complete redemption and cancellation of all of the outstanding capital stock of the Corporation (the "Stock"). As a condition to receipt of any distribution to the Shareholders, the Shareholders shall be required to (i) surrender their certificates evidencing the Stock to the Corporation or its designated agent for recording of such distributions thereon or (ii) furnish the Corporation with evidence satisfactory to the Board of the loss, theft, or destruction of their certificates evidencing the Stock, together with such surety bond or other security or indemnity as may be required by and satisfactory to the Board or its designated agent.

11. Trading of Stock. The Board is authorized, but not required, to set a date to close the transfer books of the Corporation and, after such date, neither the Corporation, nor its transfer agent, as applicable, will (a) record any further transfers of Stock, except pursuant to the provisions of a deceased shareholder's will, intestate succession, or operation of law, or (b) issue any new stock certificates, other than replacement certificates.

12. Further Authority. Shareholder approval of this Plan shall constitute approval by the Shareholders of the sale, exchange, or other disposition in liquidation of all of the property and assets of the Corporation, whether such sale, exchange, or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of all contracts for sale, exchange, or other disposition that are conditioned on adoption of this Plan

13. Reserve Fund. The Board is authorized, but not required, to establish one or more reserve funds, in a reasonable amount and as may be deemed advisable, to meet known liabilities and liquidating expenses and estimated, unascertained or contingent liabilities and expenses. Creation of a reserve fund may be accomplished by a recording in the Corporation's accounting ledgers of any accounting or bookkeeping entry which indicates the allocation of funds so set aside for payment. The Board is also authorized, but not required, to create a reserve fund for the benefit of the Shareholders, creditors, or any other person by placing cash or property in escrow or trust

with an escrow agent, trustee, or other fiduciary for a specified term together with payment instructions. Any undistributed amounts remaining in such a reserve fund at the end of its term shall be returned to the Corporation or delivered to the appropriate state agency in accordance with applicable abandoned or unclaimed property laws. The Board may also create a reserve fund by any other reasonable means.

14. Modification or Abandonment of the Plan. Notwithstanding approval of this Plan and the transactions contemplated hereby by the Shareholders, the Board may modify, amend, or abandon this Plan and the transactions contemplated hereby without further action by the Shareholders.

15. Governing Law. This Plan shall be governed and construed in accordance with the laws of the State of Indiana.

* * * * *

IC 23-1-44-1 "Corporation"

Sec. 1. As used in this chapter, "corporation" means the issuer of the shares held by a dissenter before the corporate action, or the surviving or acquiring corporation by merger or share exchange of that iss uer.

As added by PL.149-1986, SEC.28.

IC 23-1-44-2 "Dissenter"

Sec. 2. As used in this chapter, "dissenter" means a shareholder who is entitled to dissent from corporate action under section 8 of this chapter and who exercises that right when and in the manner required by sections 10 through 18 of this chapter.

As added by PL.149-1986, SEC.28.

IC 23-1-44-3 "Fair value"

Sec. 3. As used in this chapter, "fair value" , with respect to a dissenter's shares, means the value of the shares immediately before the effectuation of the corporate action to which the dissenter objects, excluding any appreciation or depreciation in anticipation of the corporate action unless exclusion would be inequitable.

As added by P L.149-1986 , SEC.28.

IC 23-1-44-4 "Interest"

Sec. 4. As used in this chapter, "interest" means interest from the effective date of the corporate action until the date of payment, at the average rate currently paid by the corporation on its principal bank loans or, if none, at a rate that is fair and equitable under all the circumstances.

As added by PL.149-1986, SEC.28.

IC 23-1-44-4.5 "Preferred shares"

Sec. 4.5. As used in this chapter, "preferred shares" means a class or series of shares in which the holders of the shares have preference over any other class or series with respect to distributions.

As added by P L.133-2009, SEC.38.

IC 23-1-44-5 "Record shareholder"

Sec. 5. As used in this chapter, "record shareholder" means the person in whose name shares are registered in the records of a corporation or the beneficial owner of shares to the extent that treatment as a record shareholder is provided under a recognition procedure or a disclosure procedure established under IC 23-1-30-4.

As added by P L.149-1986, SEC.28.

IC 23-1-44-6 "Beneficial shareholder"

Sec. 6. As used in this chapter, "beneficial shareholder" means the person who is a beneficial owner of shares held by a nominee as the record shareholder.

As added by PL.149-1986, SEC.28.

IC 23-1-44-7 "Shareholder"

Sec. 7. As used in this chapter, "shareholder" means the record shareholder or the beneficial shareholder.

As added by PL.149-1986, SEC.28.

IC 23-1-44-8 Right to dissent and obtain payment for shares

Sec. 8. (a) A shareholder is entitled to dissent from, and obtain payment of the fair value of the shareholder's shares in the event of, any of the following corporate actions :

(1) Consummation of a plan of merger to which the corporation is a party if:

(A) shareholder approval is required for the merger by IC 23-1-40, IC 23-0.6-1-7, or the articles of incorporation; and

(B) the shareholder is entitled to vote on the merger.

(2) Consummation of a plan of share exchange to which the corporation is a party as the corporation whose shares will be acquired, if the shareholder is entitled to vote on the plan.

(3) Consummation of a sale or exchange of all, or substantially all, of the property of the corporation other than in the usual and regular course of business, if the shareholder is entitled to vote on the sale or exchange, including a sale in dissolution, but not including a sale pursuant to court order or a sale for cash pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within one (1) year after the date of sale.

(4) The approval ofa control share acquisition under IC 23-1-42.

(5) Any corporate action taken pursuant to a shareholder vote to the extent the articles of incorporation, bylaws, or a resolution of the board of directors provides that voting or nonvoting shareholders are entitled to dissent and obtain payment for their shares.

(6) Election to become a benefit corporation under IC 23-1.3-3-2 .

(b)This section does not apply to the holders of shares of any class or series if, on the date fixed to determine the shareholders entitled to receive notice of and vote at the meeting of shareholders at which the merger, plan of share exchange, or sale or exchange of property is to be acted on, the shares of that class or series were a covered security under Section 18(b)(1)(A) or 18(b)(I)(B) of the Securities Act of 1933, as amended.

(c)The articles of incorporation as originally filed or any amendment to the articles of incorporation may limit or eliminate the right to dissent and obtain payment for any class or series of preferred shares. However, any limitation or elimination contained in an amendment to the articles of incorporation that limits or eliminates the right to dissent and obtain payment for any shares:

(1)that are outstanding immediately before the effective date of the amendment; or

(2)that the corporation is or may be required to issue or sell after the effective date of the amendment under any exchange or other right existing immediately before the effective date of the amendment;

does not apply to any corporate action that becomes effective within one (1) year of the effective date of the amendment if the action would otherwise afford the right to dissent and obtain payment.

(d)A shareholder:

(1)who is entitled to dissent and obtain payment for the shareholder's shares under this chapter; or

(2)who would be so entitled to dissent and obtain payment but for the provisions of subsection (b);

may not challenge the corporate action creating (or that, but for the provisions of subsection

(b), would have created) the shareholder's entitlement.

(e)Subsection (d) does not apply to a corporate action that was approved by less than unanimous consent of the voting shareholders under IC 23-1-29-4 if both of the following apply:

(1) The challenge to the corporate action is brought by a shareholder who did not consent and as to whom notice of the approval of the corporate action was not effective at least ten (10) days before the corporate action was effected.

(2) The proceeding challenging the corporate action is commenced not later than ten (10) days after notice of the approval of the corporate action is effective as to the shareholder bringing the proceeding.

As added by PL.149-1986, SEC.28. Amended by PL.107-1987, SEC.19; PL.I 33-2009, SEC.39; PL.119-2015, SEC.16; PL.93-2015, SEC.2; PL.149-2016, SEC.68; PL.118-2017, SEC.20.

IC 23-1-44-9 Dissenters' rights of beneficial shareholder

Sec. 9. (a) A record shareholder may assert dissenters' rights as to fewer than all the shares registered in the shareholder's name only if the shareholder dissents with respect to all shares beneficially owned by any one (1) person and notifies the corporation in writing of the name and address of each person on whose behalf the shareholder asserts dissenters' rights. The rights of a partial dissenter under this subsection are determined as if the shares as to which the shareholder dissents and the shareholder's other shares were registered in the names of different shareholders.

(b) A beneficial shareholder may assert dissenters' rights as to shares held on the shareholder's behalf only if:

(1) the beneficial shareholder submits to the corporation the record shareholder's written consent to the dissent not later than the time the beneficial shareholder asserts dissenters' rights; and

(2) the beneficial shareholder does so with respect to all the beneficial shareholder's shares or those shares over which the beneficial shareholder has power to direct the vote.

As added by PL.149-1986, SEC.28.

IC 23-1-44-10 Proposed action creating dissenters' rights; notice

Sec. 10. (a) If proposed corporate action creating dissenters' rights under section 8 of this chapter is submitted to a vote at a shareholders' meeting, the meeting notice must state that shareholders are or may be entitled to assert dissenters' rights under this chapter.

(b) If corporate action creating dissenters' rights under section 8 of this chapter is taken without a vote of shareholders, the corporation shall notify in writing all shareholders entitled to assert dissenters' rights that the action was taken and send them the dissenters' notice described in section 12 of this chapter.

As added by PL.149-1986, SEC.28. Amended by PL.107-1987, SEC.20.

IC 23-1-44-11 Proposed action creating dissenters' rights; assertion of dissenters' rights

Sec. 11. (a) If proposed corporate action creating dissenters' rights under section 8 of this chapter is submitted to a vote at a shareholders' meeting, a shareholder who wishes to assert

dissenters' rights:

(1) must deliver to the corporation before the vote is taken written notice of the shareholder's intent to demand payment for the shareholder's shares if the proposed action is effectuated; and

(2) must not vote the shareholder's shares in favor of the proposed action.

(b) A shareholder who does not satisfy the requirements of subsection (a) is not entitled to payment for the shareholder's shares under this chapter.

As added by PL.149-1986, SEC.28.

IC 23-1-44-12 Dissenters' notice; contents

Sec. 12. (a) If proposed corporate action creating dissenters' rights under section 8 of this chapter is authorized at a shareholders' meeting, the corporation shall deliver a written dissenters' notice to all shareholders who satisfied the requirements of section 11 of this chapter.

(b) The dissenters' notice must be sent no later than ten (10) days after approval by the shareholders, or if corporate action is taken without approval by the shareholders, then ten (10) days after the corporate action was taken. The dissenters' notice must:

(1) state where the payment demand must be sent and where and when certificates for certificated shares must be deposited;

(2) inform holders of uncertificated shares to what extent transfer of the shares will be restricted after the payment demand is received;

(3) supply a form for demanding payment that includes the date of the first announcement to news media or to shareholders of the terms of the proposed corporate action and requires that the person asserting dissenters' rights certify whether or not the person acquired beneficial ownership of the shares before that date;

(4) set a date by which the corporation must receive the payment demand, which date may not be fewer than thirty (30) nor more than sixty (60) days after the date the subsection (a) notice is delivered; and

(5) be accompanied by a copy of this chapter.

As added by PL.149-1986, SEC.28.

IC 23-1-44-13 Demand for payment and deposit of shares by shareholder

Sec. 13. (a) A shareholder sent a dissenters' notice described in IC 23-1-42-11 or in section 12 of this chapter must demand payment, certify whether the shareholder acquired beneficial ownership of the shares before the date required to be set forth in the dissenter's notice under section 12(b)(3) of this chapter, and deposit the shareholder's certificates in accordance with the terms of the notice.

(b) The shareholder who demands payment and deposits the shareholder's shares under subsection (a) retains all other rights of a shareholder until these rights are cancelled or modified by the taking of the proposed corporate action.

(c) A shareholder who does not demand payment or deposit the shareholder's share certificates where required, each by the date set in the dissenters' notice, is not entitled to payment for the shareholder's shares under this chapter and is considered, for purposes of this article, to have voted the shareholder's shares in favor of the proposed corporate action.

As added by PL.149-1986, SEC.28.

IC 23-1-44-14 Uncertificated shares; restriction on transfer; dissenters' rights

Sec. 14. (a) The corporation may restrict the transfer ofuncertificated shares from the date the demand for their payment is received until the proposed corporate action is taken or the restrictions released under section 16 of this chapter.

(b) The person for whom dissenters' rights are asserted as to uncertificated shares retains all other rights of a shareholder until these rights are cancelled or modified by the taking of the proposed corporate action.

As added by PL.149-1986, SEC.28.

IC 23-1-44-15 Payment to dissenter

Sec. 15. (a) Except as provided in section 17 of this chapter, as soon as the proposed corporate action is taken, or, if the transaction did not need shareholder approval and has been completed, upon receipt of a payment demand, the corporation shall pay each dissenter who complied with section 13 of this chapter the amount the corporation estimates to be the fair value of the dissenter's shares.

(b) The payment must be accompanied by:

(1) the corporation's balance sheet as of the end of a fiscal year ending not more than sixteen (16) months before the date of payment, an income statement for that year, a statement of changes in shareholders' equity for that year, and the latest available interim financial statements, if any;

(2) a statement of the corporation's estimate of the fair value of the shares; and

(3) a statement of the dissenter's right to demand payment under section 18 of this chapter.

As added by PL.149-1986, SEC.28. Amended by PL.107-1987, SEC.21.

IC 23-1-44-16 Failure to take action; return of certificates; new action by corporation

Sec. 16. (a) If the corporation does not take the proposed action within sixty (60) days after the date set for demanding payment and depositing share certificates, the corporation shall return the deposited certificates and release the transfer restrictions imposed on uncertificated shares.

(b) If after returning deposited certificates and releasing transfer restrictions, the corporation takes the proposed action, it must send a new dissenters' notice under section 12 of this chapter and repeat the payment demand procedure.

As added by PL.149-1986, SEC.28.

IC 23-1-44-17 Withholding payment by corporation; corporation's estimate of fair value; after-acquired shares

Sec. 17. (a) A corporation may elect to withhold payment required by section 15 of this chapter from a dissenter unless the dissenter was the beneficial owner of the shares before the date set forth in the dissenters' notice as the date of the first announcement to news media or to shareholders of the terms of the proposed corporate action.

(b) To the extent the corporation elects to withhold payment under subsection (a), after taking the proposed corporate action, it shall estimate the fair value of the shares and shall pay this amount to each dissenter who agrees to accept it in full satisfaction of the dissenter's demand. The corporation shall send with its offer a statement of its estimate of the fair value of the shares and a statement of the dissenter's right to demand payment under section 18 of this chapter.

As added by PL.149-1986, SEC.28.

IC 23-1-44-18 Dissenters' estimate of fair value; demand for payment; waiver

Sec. 18. (a) A dissenter may notify the corporation in writing of the dissenter's own estimate of the fair value of the dissenter's shares and demand payment of the dissenter's estimate (less any payment under section 15 of this chapter), or reject the corporation's offer under section 17 of this chapter and demand payment of the fair value of the dissenter's shares, if:

(1) the dissenter believes that the amount paid under section 15 of this chapter or offered under section 17 of this chapter is less than the fair value of the dissenter's shares;

(2) the corporation fails to make payment under section 15 of this chapter within sixty (60) days after the date set for demanding payment; or

(3) the corporation, having failed to take the proposed action, does not return the deposited certificates or release the transfer restrictions imposed on uncertificated shares within sixty (60) days after the date set for demanding payment.

(b) A dissenter waives the right to demand payment under this section unless the dissenter notifies the corporation of the dissenter's demand in writing under subsection (a) within thirty (30) days after the corporation made or offered payment for the dissenter's shares. *As added by PL.149-1986, SEC.28.*

IC 23-1-44-19 Court proceeding to determine fair value; judicial appraisal

Sec. 19. (a) If a demand for payment under IC 23-1-42-11 or under section 18 of this chapter remains unsettled, the corporation shall commence a proceeding within sixty (60) days after receiving the payment demand and petition the court to determine the fair value of the shares. If the corporation does not commence the proceeding within the sixty (60) day period, it shall pay each dissenter whose demand remains unsettled the amount demanded.

(b) The corporation shall commence the proceeding in the circuit or superior court of the county where a corporation's principal office (or, if none in Indiana, its registered office) is located. If the corporation is a foreign corporation without a registered office in Indiana, it shall commence the proceeding in the county in Indiana where the registered office of the domestic corporation merged with or whose shares were acquired by the foreign corporation was located.

(c) The corporation shall make all dissenters (whether or not residents of this state) whose demands remain unsettled parties to the proceeding as in an action against their shares and all parties must be served with a copy of the petition. Nonresidents may be served by registered or certified mail or by publication as provided by law.

(d) The jurisdiction of the court in which the proceeding is commenced under subsection (b) is plenary and exclusive. The court may appoint one (1) or more persons as appraisers to receive evidence and recommend decision on the question of fair value. The appraisers have the powers described in the order appointing them or in any amendment to it. The dissenters are entitled to the same discovery rights as parties in other civil proceedings.

(e) Each dissenter made a party to the proceeding is entitled to judgment:

(1) for the amount, if any, by which the court finds the fair value of the dissenter's shares, plus interest , exceeds the amount paid by the corporation; or

(2) for the fair value, plus accrued interest, of the dissenter's after-acquired shares for which the corporation elected to withhold payment under section 17 of this chapter.

As added by PL.149-1986, SEC.28.

IC 23-1-44-20 Costs; fees; attorney's fees

Sec. 20. (a) The court in an appraisal proceeding commenced under section 19 of this chapter shall determine all costs of the proceeding, including the reasonable compensation and expenses of appraisers appointed by the court. The court shall assess the costs against such parties and in such amounts as the court finds equitable.

(b) The court may also assess the fees and expenses of counsel and experts for the respective parties, in amounts the court finds equitable:

(1) against the corporation and in favor of any or all dissenters if the court finds the corporation did not substantially comply with the requirements of sections 10 through 18 of this chapter; or

(2) against either the corporation or a dissenter, in favor of any other party, if the court finds that the party against whom the fees and expenses are assessed acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by this chapter.

(c) If the court finds that the services of counsel for any dissenter were of substantial benefit to other dissenters similarly situated and that the fees for those services should not be assessed against the corporation, the court may award to these counsel reasonable fees to be paid out of the amounts awarded the dissenters who were benefited.