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**FEDERAL DEPOSIT INSURANCE CORPORATION  
WASHINGTON, D.C. 20429**

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**FORM 8-K**

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

Date of report (Date of earliest event reported): May 15, 2019

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**NORTHEAST BANK**

(Exact name of registrant as specified in its charter)

**Maine**

(State or other jurisdiction of  
incorporation)

**01-0029040**

(IRS Employer Identification  
No.)

**500 Canal Street  
Lewiston, Maine**

(Address of principal executive  
offices)

**04240**

(Zip Code)

Registrant's telephone number, including area code (207) 786-3245

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each Class	Trading Symbol	Name of each exchange on which registered
Voting Common Stock, \$1.00 par value	NBN	The NASDAQ Stock Market, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

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

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## EXPLANATORY NOTE

As previously announced and as further discussed in this Current Report on Form 8-K (this “**Report**”), on January 7, 2019, Northeast Bancorp (the “**Company**”), as part of a plan to effect a corporate reorganization, entered into an Agreement and Plan of Merger (the “**Plan of Merger**”) with Northeast Bank (the “**Bank**”). On May 15, 2019, at the Effective Time (defined below), the Company merged with and into the Bank, with the Bank continuing as the surviving entity, subject to the terms and conditions set forth in the Plan of Merger (the “**Reorganization**”).

This Report is being filed for the purpose of establishing the Bank as the successor issuer of the Company pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and to disclose information required to be disclosed in a Current Report on Form 8-K with respect to the Company prior to the Effective Time and the Bank as of the Effective Time. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of Bank Voting Common Stock (defined below) are deemed registered under Section 12(b) of the Exchange Act.

### **Item 1.01. Entry into a Material Definitive Agreement.**

On January 7, 2019, the Bank and the Company entered into the Plan of Merger. As more fully described in Item 2.01 of this Report, pursuant to the Plan of Merger, the Company was merged with and into the Bank, with the Company’s separate corporate existence ceasing and the Bank continuing as the surviving corporation. A detailed summary of the material terms of the Plan of Merger and the Reorganization can be found in the Company’s Current Reports on Form 8-K that were filed with the Securities and Exchange Commission (the “**SEC**”) on January 7, 2019 and on March 11, 2019 and in the Company’s Definitive Proxy Statement/Offering Circular on Schedule 14A that was filed with the SEC on March 29, 2019.

The foregoing summary of the Plan of Merger and the Reorganization does not purport to be complete and is qualified in its entirety by reference to the complete text of the Plan of Merger which is filed as Exhibit 2.1 to this Report.

The information set forth in Items 2.01 and 2.03 of this Report is incorporated by reference into this Item 1.01.

### **Item 2.01. Completion of Acquisition or Disposition of Assets.**

On May 15, 2019, the Bank and the Company completed the Reorganization. The Reorganization was completed by the filing of Articles of Merger on May 14, 2019, which were effective as of 11:59 p.m., Eastern Time, on May 15, 2019 (the “**Effective Time**”), with the Secretary of State of the State of Maine.

At the Effective Time, each share of the Company’s voting common stock, par value \$1.00 per share (“**Company Voting Common Stock**”), outstanding immediately prior to the Effective Time was converted into the right to receive one share of the Bank’s voting common stock, par value \$1.00 per share (“**Bank Voting Common Stock**”); and each share of the Company’s non-voting common stock, par value \$1.00 per share (“**Company Non-Voting Common Stock**”), outstanding immediately prior to the Effective Time was converted into the right to receive one share of the Bank’s non-voting common stock, par value \$1.00 per share (“**Bank Non-Voting Common Stock**”). Accordingly, as of the Effective Time, shares of Bank Voting Common Stock and shares of Bank Non-Voting Common Stock are owned by the Bank’s shareholders in the same proportion as their ownership of shares of Company Voting Common Stock and shares of Company Non-Voting Common Stock, respectively, immediately prior to the Reorganization.

In addition, at the Effective Time, the Bank assumed and will continue the Company’s equity plan and has also assumed all stock-based awards that were granted by the Company and that are outstanding under that plan. As a result, each of the Company’s outstanding stock-based awards have been converted into similar stock-based awards that cover the same number of shares of Bank Voting Common Stock, and with the same terms and conditions, including the same vesting, exercisability and other restrictions, which were not affected by the Reorganization. In addition, the Bank assumed all of the Company’s employee benefit plans, including retirement, health and welfare plans and fringe benefit arrangements for its employees. The Bank also assumed the Company’s change in control

obligations under its agreement with Richard Wayne, President and Chief Executive Officer, and Mr. Wayne will continue to be subject to the obligations and restrictive covenants included in the agreement. The Reorganization is not a “change in control” under the agreement and no payments are due under this agreement as a result of the Reorganization.

As a result of the Reorganization, as of the Effective Time, the rights of the holders of Bank Voting Common Stock and Bank Non-Voting Common Stock are now governed by the Bank’s Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, copies of which are filed as Exhibit 3.1 and Exhibit 3.2, respectively, to this Report.

The Bank has the same board of directors following the Reorganization as the Company had immediately prior thereto, and the standing committees of the board of directors of the Bank and their composition are the same as the Company immediately prior to the Reorganization. Executive officers of the Company immediately prior to the Reorganization continue to hold the same positions and titles with the Bank following the Reorganization.

As a Maine state-chartered bank that is not a member of the Federal Reserve System, the Bank will continue to be subject to regulation and supervision by the Federal Deposit Insurance Corporation (the “**FDIC**”) and the Maine Bureau of Financial Institutions (the “**MBFI**”). The Company, prior to the Effective Time, was subject to regulation and supervision by the Federal Reserve Board (the “**FRB**”) as a bank holding company; however, as of the Effective Time, the Bank is not subject to the FRB’s regulation and supervision (except for any such regulations as are made applicable to the Bank by law and regulations of the FDIC).

The Bank Voting Common Stock is now registered under the Exchange Act, which vests the FDIC with the power to administer and enforce certain sections of the Exchange Act applicable to banks such as the Bank. Following the Reorganization, the Bank will not file periodic or current reports or other materials with the SEC, but will be required to file such periodic and current reports and other materials required under the Exchange Act with the FDIC. Among other things, the Bank will file annual, quarterly and current reports on Form 10-K, Form 10-Q and Form 8-K, respectively, with the FDIC, and the directors and certain officers and shareholders of the Bank will be subject to the reporting requirements and prohibition on short-swing profits of Section 16 of the Exchange Act, although such filings will now be made with the FDIC.

In connection with the Reorganization, the Company Voting Common Stock was removed from listing on the NASDAQ Stock Market (“**NASDAQ**”) effective after the close of trading on May 15, 2019, and the Bank Voting Common Stock will begin trading on NASDAQ effective May 16, 2019 under the same ticker symbol as the Company Voting Common Stock, “NBN.” The CUSIP number for the Bank Voting Common Stock is 66405S 100.

Pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”), securities issued by the Bank, including the shares of Bank Voting Common Stock and Bank Non-Voting Common Stock issued in connection with the Reorganization, are exempt from registration under the Securities Act.

The Bank, on behalf of the Company, intends to make various filings with the SEC to deregister Company securities, including shares of Company Voting Common Stock and Company Non-Voting Common Stock, and eliminate the Company’s reporting obligations related thereto.

Computershare, Inc., the registrar and transfer agent of the Bank (“**Computershare**”), will begin mailing transmittal materials and instructions (“**Transmittal Materials**”) to those record holders of Company Voting Common Stock whose shares are represented either in whole or in part by a stock certificate or certificates (each, a “**Company Certificate**”). The Transmittal Materials will describe how these record holders may submit to Computershare their Transmittal Materials and their Company Certificates. Company shareholders holding Company Certificates must deliver to Computershare properly completed and executed Transmittal Materials, including any Company Certificates, to receive (i) shares of Bank Voting Common Stock in book-entry form and (ii) any future dividends on Bank Voting Common Stock that are declared by the board of directors of the Bank. Upon the receipt of such properly completed and executed Transmittal Materials, including any Company Certificates, Computershare will credit the accounts of these record holders with an equivalent number of shares of Bank Voting Common Stock in book-entry form. Record holders of Company Voting Common Stock whose shares are held only in book-entry form will not receive Transmittal Materials from Computershare. The book-entry shares

owned by these record holders will be automatically converted into an equivalent number of shares of Bank Voting Common Stock in book-entry form, and their accounts will be credited accordingly.

The foregoing summary of the Plan of Merger and the Reorganization does not purport to be complete and is qualified in its entirety by reference to the complete text of the Plan of Merger which is filed as Exhibit 2.1 to this Report.

Reference is made to the information set forth in response to Items 1.01 and 2.03, which such information is incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

As a result of the Reorganization, the separate existence of the Company has ceased, and all of the rights, privileges, powers, franchises, properties, assets, liabilities and obligations of the Company have been vested in and assumed by the Bank. Accordingly, the Bank has assumed, by operation of law, all of the outstanding debts, liabilities, obligations and duties of the Company, and such debts, liabilities, obligations and duties may be enforced against the Bank to the same extent as if the Bank had itself incurred or contracted all such debts, liabilities, obligations and duties.

For more information concerning these debts, liabilities, obligations and duties, see generally the Company's Annual Report on Form 10-K for the year ended June 30, 2018 that was filed with the SEC on September 13, 2018, Quarterly Reports on Form 10-Q for the quarters ended September 30, 2018, December 31, 2018, and March 31, 2019 that were filed with the SEC on November 9, 2018, February 8, 2019, and May 8, 2019, respectively, and all Current Reports on Form 8-K filed after March 31, 2019 but prior to the date hereof.

The information set forth in Items 1.01 and 2.01 is incorporated by reference into this Item 2.03.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

Reference is made to the information set forth in response to Item 2.01, which such information is incorporated herein by reference.

**Item 3.03 Material Modification of Rights of Security Holders.**

Reference is made to the information set forth in response to Items 1.01, 2.01 and 3.01, which such information is incorporated herein by reference.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.**

Reference is made to the information set forth in response to Item 2.01, which such information is incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

Reference is made to the information set forth in response to Items 1.01, 2.01, 2.03, 3.01, 3.03 and 5.02, which such information is incorporated herein by reference.

In June 2010, the Company and the Bank entered into certain commitments with the FRB. As of the Effective Time, these commitments are no longer applicable. The Bank instead intends to establish the following standards relating to its capital levels, asset portfolio composition and sources of funding, which will be incorporated into its policies and procedures:

- maintain a Tier 1 leverage ratio of at least 10%, which is unchanged from the requirement in the commitments to the FRB;
- maintain a Total capital ratio of at least 13.5% (as opposed to 15%);
- limit purchased loans to 60% of total loans (as opposed to 40%);
- maintain a ratio of the Bank's loans to core deposits of not more than 125% (as opposed to 100%); and
- hold commercial real estate loans (excluding owner-occupied commercial real estate) to within 500% of Total capital (as opposed to 300%).

These newly established standards are designed to help ensure the Bank would continue to operate in a safe and sound manner, but may permit more growth in the Bank's loan portfolio as compared to operating under the existing commitments. The Bank believes that these changes will result in an increase in loan capacity in future periods, as well as a decrease in the costs associated with holding excess cash.

In addition, as conditions to the MBFI's order approving FHB Formation LLC's acquisition of the Company in December of 2010, the Bank must maintain a Tier 1 Capital to Total Risk Weighted Assets ratio of not less than 8.5% and a Total Capital to Total Risk Weighted Assets ratio of not less than 13.5%. These conditions will continue to apply to the Bank after the Effective Time.

A copy of the news release announcing the closing of the Reorganization is furnished as Exhibit 99.1 to this Report.

### **Forward Looking Statements**

Certain statements contained in this Report may not be based upon historical facts and are "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. These forward-looking statements may be identified by their reference to a future period or periods or by the use of forward-looking terminology such as "anticipate," "believe," "could," "continue," "anticipate," "seek," "intend," "estimate," "expect," "foresee," "hope," "intend," "may," "might," "plan," "should," "predict," "project," "goal," "outlook," "potential," "will," "will result," "will likely result," or "would" or future or conditional verb tenses and variations or negatives of such terms. These forward-looking statements include, without limitation, those relating to the Bank's continued compliance with FDIC, MBFI and, if applicable, FRB regulations and supervision, the Bank's filing of annual, quarterly and current reports on Form 10-K, Form 10-Q and Form 8-K, respectively, with the FDIC, the filing of reports by directors and certain officers and shareholders of the Bank with the FDIC, the means by which shares of Bank Common Stock may be repurchased pursuant to the new stock repurchase program and the factors to be analyzed by management to determine the timing, number and value of shares of Bank Common Stock repurchased pursuant to the new stock repurchase program, the mailing of Transmittal Materials by Computershare, Computershare's issuance of stock certificates representing shares of Bank Common Stock, Computershare's crediting of accounts of former Company shareholders with shares of Bank Common Stock in book-entry form, Computershare's automatic conversion of shares of Company Common Stock held only book-entry form into shares of Bank Common Stock in book-entry form, the commencement date of trading of Bank Common Stock on NASDAQ, and the Company's various filings with the SEC to deregister Company securities, including shares of Company Common Stock, and eliminate the Company's reporting obligations related thereto.

The Bank cautions readers not to place undue reliance on the forward-looking statements contained in this Report, in that actual results could differ materially from those indicated in such forward-looking statements as a result of a variety of factors, many of which are beyond the control of the Company and the Bank. These factors may include, but are not limited to, the ability of the Company and the Bank to meet expectations regarding the accounting and tax treatments of the Reorganization, the possibility that any of the anticipated benefits of the Reorganization will not be realized or will not be realized as expected, the possibility that the Reorganization may be more expensive to complete than anticipated, including as a result of unexpected factors or events, the inability of the Bank to comply with FDIC, MBFI and, if applicable, FRB regulations and supervision, the inability to retrieve filings mandated by the Exchange Act from the SEC's publicly-available website after the closing of the Reorganization for the Bank, limitations on the ability of the Bank to repurchase shares of its common stock, its directors and certain of its officers and shareholders, the inability of Computershare to exchange shares of Company

Common Stock for shares of Bank Common Stock in a timely manner or at all, any delay in trading of Surviving Entity Common Stock on NASDAQ, any delay in those filings with the SEC necessary to deregister Company securities and to eliminate the Company's reporting obligations related thereto, the impact of all other factors generally understood to affect the assets, business, cash flows, financial condition, liquidity, prospects and/or results of operations of financial services companies and the other factors described under the caption "**Risk Factors**" in the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2018 that was filed with the SEC on September 13, 2018. Forward-looking statements speak only as of the date of this Report, and, except as required by law, the Bank does not undertake any obligation to update or revise forward-looking statements to reflect events or circumstances that occur after the date of this Report.

#### **9.01. Financial Statements and Exhibits.**

#### **EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of January 7, 2019, by and between Northeast Bancorp and Northeast Bank
3.1	Amended and Restated Articles of Incorporation of Northeast Bank
3.2	Amended and Restated Bylaws of Northeast Bank
4.1	Description of Capital Stock of Northeast Bank
99.1	Press Release dated May 16, 2019

**SIGNATURES**

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

**NORTHEAST BANK**

By: /s/ Richard Wayne  
Richard Wayne  
President and Chief Executive Officer

Date: May 16, 2019

## **Exhibit 2.1**

Agreement and Plan of Merger, dated as of January 7, 2019,  
by and between Northeast Bancorp and Northeast Bank



**AGREEMENT AND PLAN OF MERGER  
OF  
NORTHEAST BANCORP  
AND  
NORTHEAST BANK**

This Agreement and Plan of Merger (this "Agreement"), dated as of January 7, 2019, is by and between Northeast Bancorp, a Maine corporation (the "Company"), and Northeast Bank, a Maine-chartered bank with its main office in Lewiston, Maine, and a wholly owned subsidiary of the Company ("Bank").

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Company and Bank have each adopted this Agreement, authorizing the execution hereof and recommending that this Agreement and the merger of the Company with and into Bank (the "Merger") contemplated hereby be submitted to the shareholders of the Company and Bank, respectively, for approval; and

WHEREAS, it is intended that the Merger for federal tax purposes qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, the parties hereto agree as follows:

**ARTICLE I**

**Merger**

1.1 Merger. Subject to the terms and conditions of this Agreement, effective as of the Effective Time (as defined below), the Company shall be merged with and into Bank in accordance with the applicable provisions of the Maine Business Corporation Act ("MBCA"). At the Effective Time, the separate existence of the Company shall cease, and Bank, as the surviving entity (sometimes hereinafter referred to as the "Surviving Entity"), shall continue as a Maine-chartered bank governed by the laws of the State of Maine.

1.2 Effective Time. The Merger shall become effective, and the effective time shall occur, upon the date and time set forth in the articles of merger (such date and time being herein referred to as the "Effective Time").

**ARTICLE II**

**Articles of Incorporation, Bylaws, Etc.**

2.1 Articles of Incorporation. At the Effective Time, the articles of incorporation of Bank attached as Exhibit A hereto shall be the articles of incorporation of the Surviving Entity until thereafter amended in accordance with the applicable law.

2.2 Bylaws. At the Effective Time, the bylaws of Bank attached as Exhibit B hereto shall be the bylaws of the Surviving Entity until thereafter amended in accordance with applicable law.

2.3 Directors and Officers. At the Effective Time, the directors of Bank immediately prior to the Effective Time will continue as the directors of the Surviving Entity until thereafter changed in accordance with the articles of incorporation and bylaws of the Surviving Entity. The name, address and occupation of each such director are set forth on Exhibit C hereto. At the Effective Time, the officers of the Surviving Entity will be the officers set forth on Exhibit C hereto until thereafter changed in accordance with the articles of incorporation and bylaws of the Surviving Entity.

2.4 Facilities. The principal office of the Surviving Entity shall be located at 500 Canal Street, Lewiston, Maine 04240. The branch offices and facilities of the Surviving Entity are set forth on Exhibit D hereto.

## ARTICLE III

### Conversion of Shares

3.1 Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any shares of the capital stock of the Company, Bank or Surviving Entity:

(a) Outstanding Company Voting Common Stock. Each share of voting common stock of the Company ("Company Voting Common Stock") issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive one share of voting common stock of Bank ("Bank Voting Common Stock"). Any fraction of a share of Company Voting Common Stock shall be converted into the right to receive the same fraction of a share of Bank Voting Common Stock.

(b) Outstanding Company Non-Voting Common Stock. Each share of non-voting common stock of the Company ("Company Non-Voting Common Stock") issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive one share of non-voting common stock of Bank ("Bank Non-Voting Common Stock"). Any fraction of a share of Company Non-Voting Common Stock shall be converted into the right to receive the same fraction of a share of Bank Non-Voting Common Stock.

(c) Cancellation of Certificated Shares. Each holder of certificates which represent shares of Company Voting Common Stock or Company Non-Voting Common Stock (collectively, "Company Capital Stock") immediately prior to the Effective Time shall be entitled to receive new certificates evidencing an equivalent number of shares of Bank Voting Common Stock or Bank Non-Voting Common Stock (collectively, "Bank Capital Stock"), as applicable, or an equivalent number of shares of Bank Capital Stock in book-entry form by complying with such reasonable and customary procedures as may be established by the Surviving Entity and/or its transfer agent to effectuate the intent and purposes.

(d) Effect on Bank Capital Stock. Each share of Bank Capital Stock issued and outstanding immediately prior to the Effective Time shall be automatically cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor. The Bank Capital Stock issued in the Merger to the holders of Company Capital Stock immediately prior to the Merger shall be the only Bank Capital Stock outstanding as of the Effective Time.

3.2 Other Rights to Company Stock and Employee Benefit Plans.

(a) At the Effective Time, by operation of this Agreement and by reason of the Merger becoming effective, the Company shall assign to Bank, and Bank, as the Surviving Entity, shall assume and agree to perform, all obligations of the Company pursuant to (i) the Company Equity Incentive Plans, (ii) the Other Plans, and (iii) the Equity Awards. Each Equity Award so assumed by Bank under this Agreement will continue to have, and be subject to, the same terms and conditions as set forth in the applicable Company Equity Incentive Plans and any grant agreements thereunder in effect immediately prior to the Effective Time, including, without limitation, the performance goals, if any, as then in effect, vesting schedules (without acceleration thereof by virtue of the Merger or the transactions contemplated thereby) and per share exercise price, as applicable.

(b) At the Effective Time, (i) the Company Equity Incentive Plans, (ii) the Other Plans, and (iii) the Equity Awards and any grant agreements thereunder shall each automatically be deemed to be amended as necessary to provide that references to the Company in such agreements shall be read to refer to Bank. The Company and Bank agree that they will, at or promptly following the Effective Time, execute, acknowledge and deliver any and all instruments, agreements or documents necessary or desirable to effect or memorialize the assignments and assumptions contemplated by this Section 3.2.

(c) Definitions. For purposes of this Section 3.2, the following terms shall have the meanings provided below:

i. "Company Equity Incentive Plans" means all equity incentive compensation plans of the Company and any of its predecessors that provide for the purchase, grant or issuance

of Company Capital Stock or awards convertible into or exchangeable for Company Capital Stock, which are effective at the Effective Time, including the Amended and Restated 2010 Stock Option and Incentive Plan.

ii. “Equity Awards” means all time-based and performance-based options, restricted stock, restricted stock units, stock appreciation rights, phantom units and any other equity or equity-based awards issued under the Company Equity Incentive Plans, in any such case, which are outstanding at the Effective Time.

iii. “Other Plans” means all compensation, retirement, benefit, incentive or other similar plans, including tax-qualified and non-qualified retirement plans, health and welfare benefit plans, excess benefit plans, deferred compensation plans, cash balance plans for directors, officers or employees of the Company (other than Company Equity Incentive Plans), and any employment, indemnification, separation and retirement, change in control or similar agreements.

#### ARTICLE IV

##### Effect of the Merger

4.1 Effect Under Maine Law. From and after the Effective Time, by virtue of the Merger, the corporate existence of the Company shall be merged into the Surviving Entity, and the Surviving Entity shall be deemed to be the same corporation as Bank. All rights, franchises and interests of the Company and Bank in and to every type of property (real, personal, and mixed) and choses in action shall be transferred to and vested in the Surviving Entity by virtue of the Merger without any deed or other transfer. The Surviving Entity, upon the Merger and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises, and interests, including appointments, designations, and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by the Company and Bank immediately prior to the Effective Time. The Surviving Entity shall be liable for all liabilities of the Company and Bank.

#### ARTICLE V

##### Conditions to the Merger

5.1 Conditions to the Merger. The respective obligations of each of the Company and Bank to consummate the Merger are subject to the fulfillment, or written waiver by the other party entitled to satisfaction thereof prior to the Effective Time, of each of the following conditions:

(a) This Agreement shall have been approved by holders of Company Capital Stock constituting a majority of all votes entitled to be cast on such matter at a shareholder meeting duly called and held for such purpose and shall have been ratified and confirmed by the sole shareholder of Bank, in each case, in accordance with applicable law and the articles of incorporation and the bylaws of each such entity.

(b) Bank shall have caused the shares of Bank Voting Common Stock issued in the Merger to be authorized for quotation on the NASDAQ Global Market (“NASDAQ”), subject to official notice of issuance.

(c) All approvals and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for the consummation of the Merger, including the Superintendent of the Maine Bureau of Financial Institutions, shall have been obtained or made by the Company and Bank, and shall be in full force and effect and all waiting periods required by law shall have expired.

(d) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order

(whether temporary, preliminary or permanent) that is in effect and prohibits consummation of the transactions contemplated by this Agreement.

(e) All third party consents and approvals required, or deemed by the Board of Directors of the Company advisable, to be obtained under any material note, bond, mortgage, deed of trust, security interest, indenture, law, regulation, lease, license, contract, agreement, plan, instrument or obligation to which the Company or any subsidiary or affiliate of the Company is a party, or by which the Company or any subsidiary or affiliate of the Company, or any property of the Company or any subsidiary or affiliate of the Company, may be bound, in connection with the Merger and the transactions contemplated thereby, shall have been obtained by the Company or its subsidiary or affiliate, as the case may be.

(f) The Board of Directors of the Company shall have received evidence in form and substance reasonably satisfactory to it that holders of Company Capital Stock will not recognize gain or loss for United States federal income tax purposes as a result of the Merger.

## ARTICLE VI

### Covenants

#### 6.1 Shareholder Approvals.

(a) The Company shall take, in accordance with applicable laws of the State of Maine and its articles of incorporation and bylaws, all action necessary to convene a meeting of holders of Company Capital Stock (the "Company Shareholders Meeting") as promptly as practicable to consider and vote upon the approval of this Agreement.

(b) Bank shall take, in accordance with applicable laws of the State of Maine and its articles of incorporation and bylaws, all action necessary to obtain the approval of this Agreement by its sole shareholder.

6.2 Proxy Statement. For the purpose of holding the Company Shareholders Meeting, the Company shall draft and prepare, and Bank shall cooperate in the preparation of, a proxy statement. For the purpose of offering the Bank Capital Stock to shareholders of the Company, Bank shall draft and prepare, and the Company shall cooperate in the preparation of, an offering circular.

6.3 Registration of Bank Capital Stock. As soon as practicable after the execution of this Agreement, Bank shall prepare and file with the Federal Deposit Insurance Corporation (the "FDIC") a registration statement or such other filing as required by the FDIC (the "Registration Statement") to register the Bank Voting Common Stock under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and will use its commercially reasonable efforts to cause the Registration Statement to become effective.

6.4 Stock Exchange Listing and Delisting. As soon as practicable after the Effective Time, the Surviving Entity shall use its commercially reasonable efforts to cause the shares of Bank Capital Stock issued in the Merger each to be approved for quotation on NASDAQ, subject to official notice of issuance. The Surviving Entity shall use its commercially reasonable efforts to cause the Company Common Stock to no longer be quoted on the NASDAQ and deregistered under the Exchange Act as soon as practicable following the Effective Time.

6.5 Notes. Upon the Effective Time, Bank shall expressly assume the due and punctual payment on each of the 6.75% Fixed-to-Floating Rate Subordinated Notes due July 1, 2026 (the "Notes") issued by the Company pursuant to the applicable note purchase agreement and the performance or observance of every covenant of such note purchase agreements on the part of the Company to be performed or observed. In connection therewith, the Company and Bank shall execute and deliver any documents required to make such assumptions effective.

6.6 Other Actions. During the period from the date of this Agreement and continuing until the Effective Time, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be

taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

6.7 Further Documents. If at any time the Surviving Entity shall consider or be advised that any further deeds, assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in the Surviving Entity the title to any property or rights of the constituent entities, or otherwise to carry out the provisions hereof, the persons who were the proper officers and directors of the constituent entities immediately prior to the Effective Time (or their successors in office) shall execute and deliver any and all proper deeds, assignments, conveyances and assurances in law, and do all things necessary or desirable, to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise to carry out the provisions hereof.

6.8 Tax Treatment. It is intended that for United States federal income tax purposes (i) the Merger will qualify as a “reorganization” within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) this Agreement will constitute a plan of reorganization within the meaning of Treasury Regulation Section 1.368-2(g). Neither the Company nor Bank will take any action inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a)(1) of the Code.

## ARTICLE VII

### Termination

7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by each of the parties hereto.

## ARTICLE VIII

### Miscellaneous

8.1 Representations and Warranties. Each of the parties hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

8.2 Entire Agreement. This Agreement (including the documents and instruments referred to herein and attached hereto) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

8.3 Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

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

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to choice of law principles.

8.6 Assignment; Third-Party Beneficiaries. This Agreement shall not be assignable by operation of law or otherwise. Any purported assignment in contravention hereof shall be null and void. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Agreement.


8.7 Nonsurvival of Agreements. None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time or termination of this Agreement as provided in Article VII.

8.8 Amendment. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.


*[Signature page to follow]*

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

**NORTHEAST BANCORP**

By:   
Name: Richard Wayne  
Title: President and Chief Executive Officer

**NORTHEAST BANK**

By:   
Name: Richard Wayne  
Title: President and Chief Executive Officer

**EXHIBIT A**

**ARTICLES OF INCORPORATION OF BANK**



**EXHIBIT B**

**BYLAWS OF BANK**

**EXHIBIT C**

**DIRECTORS AND OFFICERS OF THE SURVIVING ENTITY**

<b>Name</b>	<b>Address</b>	<b>Occupation</b>
<b>Directors</b>		
Matthew B. Botein	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Managing Partner of Gallatin Point Capital LLC
Cheryl Lynn Dorsey	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	President, Echoing Green
Robert R. Glauber	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Lecturer, Kennedy School of Government
John C. Orestis	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Treasurer and Chief Development Officer of Schooner Estates Retirement
David A. Tanner	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Managing Director, Three Mile Capital LLC
Judith E. Wallingford	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Retired
Richard Wayne	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	President and Chief Executive Officer, Northeast Bank
<b>Officers</b>		
Patrick Dignan	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Executive Vice President, Northeast Bank
Julie Jenkins	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Senior Vice President and Director of Operations, Northeast Bank
Jean-Pierre Lapointe	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Chief Financial Officer, Northeast Bank
Brian Pinheiro	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	Chief Risk Officer, Northeast Bank
Richard Wayne	c/o Northeast Bank 500 Canal Street Lewiston, Maine 04240	President and Chief Executive Officer, Northeast Bank

## EXHIBIT D

### BRANCH OFFICES AND FACILITIES OF THE SURVIVING ENTITY

**Mailing Address:**

Northeast Bank  
500 Canal Street  
Lewiston, ME 04240-2017

**Corporate Headquarters:**

500 Canal Street  
Lewiston, ME 04240

**Corporate Office:**

200 Berkeley Street, 17th Floor  
Boston, MA 02116

**Corporate Office:**

27 Pearl Street, 1st Floor  
Portland, ME 04101

**Auburn Branch**

232 Center Street  
Auburn, ME 04210

**Augusta Branch**

235 Western Avenue  
Augusta, ME 04330

**Bethel Branch**

11 Main Street  
PO Box 850  
Bethel, ME 04217

**Boston, MA (Loan Production Office)**

200 Berkeley Street, 17th Floor  
Boston, MA 02116

**Brunswick Branch**

186 Maine Street  
Brunswick, ME 04011

**Buckfield Branch**

2 Depot Street  
Buckfield, ME 04220

**Harrison Branch**

46 Main Street  
Harrison, ME 04040

**Lewiston Branch**

500 Canal Street  
Lewiston, ME 04240

**Poland Branch**

1399 Maine Street  
Poland, ME 04274

**Portland Branch**

27 Pearl Street, 1st Floor  
Portland, ME 04101

**South Paris Branch**

235 Main Street  
South Paris, ME 04281

## **Exhibit 3.1**

Amended and Restated Articles of Incorporation of Northeast Bank

**NORTHEAST BANK  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

FIRST           The name of the bank is NORTHEAST BANK.

SECOND         The name of its Clerk, a noncommercial Clerk, who must be a Maine resident, and the address of its initial registered office shall be:

Heidi Jacques  
500 Canal Street, Lewiston, Maine 04240

THIRD          Pursuant to Me. Rev. Stat. Title 5, Section 108.3, the Clerk listed above has consented to serve as the Clerk for this bank.

FOURTH        **SHARES**

(a)           The total number of shares of all classes of stock that the bank shall have authority to issue is 29,000,000, of which 25,000,000 shares, \$1.00 par value, shall be a separate class designated as Voting Common Stock (“**Voting Common Stock**”); 3,000,000 shares, \$1.00 par value, shall be a separate class designated as Non-Voting Common Stock (“**Non-Voting Common Stock**,” and together with Voting Common Stock, “**Common Stock**”); and 1,000,000 shares, \$1.00 par value, shall be a separate class designated as Preferred Stock (“**Preferred Stock**”).

(b)           Common Stock

(i)           Common Stock may be issued by the bank from time to time by vote of the Board of Directors without the approval of the holders of the Common Stock. Upon payment of lawful consideration, such shares shall be deemed fully paid and nonassessable. Dividends, as declared by the Board of Directors out of lawfully available funds, shall be payable on the Common Stock subject to any rights or preferences of the Preferred Stock.

(ii)          Except as may be provided in these Amended and Restated Articles of Incorporation or required by law and subject to the rights, powers and preferences of the Preferred Stock and except as provided in any articles of amendment designating any series of Preferred Stock, the Voting Common Stock shall have exclusive voting rights in the election of directors and on all other matters presented to shareholders, with each holder of Voting Common Stock being entitled to one vote for each share of Voting Common Stock held of record by such holder on such matters.

(iii)         The holders of Non-Voting Common Stock, as such, shall have no voting power and shall not be entitled to vote on any matter except as otherwise required by law, including, without limitation, Section 1004(1) of the Maine Business Corporation Act (Me. Rev. Stat. Title 13-C) or any successor provision (“**MBCA**”), or as otherwise expressly provided for herein. Except as otherwise provided herein, Non-Voting Common Stock shall in all other respects carry the same rights and privileges as Voting Common Stock (including in respect of dividends and in respect of distributions upon any dissolution, liquidation or winding up of the bank) and be treated the same as Voting Common Stock (including in any merger, consolidation, share exchange or other similar transaction); provided that, if the bank shall in any manner split, subdivide or combine (including by way of a dividend payable in shares of Voting Common Stock or Non-Voting Common Stock) the outstanding shares of Voting Common Stock or Non-Voting Common Stock, the outstanding shares of the other such class of Common Stock shall likewise be split, subdivided or combined in the same manner proportionately and on the same

basis per share, and provided further, that any dividend on the Common Stock that is payable in Common Stock shall be paid only in Non-Voting Common Stock on the Non-Voting Common Stock and only in Voting Common Stock on the Voting Common Stock.

(iv) Subject to the rights of the holders of any series of Preferred Stock, if any, holders of Common Stock shall be entitled to receive such dividends and distributions (whether payable in cash or otherwise) as may be declared on the Common Stock from time to time out of assets or funds of the bank legally available therefor. Subject to the rights of the holders of any series of Preferred Stock, if any, in the event of any liquidation, dissolution or winding-up of the bank (whether voluntary or involuntary), the assets of the bank available for distribution to shareholders shall be distributed in equal amounts per share to the holders of Common Stock.

(v) If, at any time a BHC Entity (as defined below) holds any Voting Common Stock that, together with the Voting Common Stock of any parties whose Voting Common Stock must be aggregated with those of such BHC Entity (a “**BHC Aggregated Interest**”) for purposes of the Bank Holding Company Act of 1956, as amended (the “**BHC Act**”), would otherwise represent 5% or more of the total outstanding shares of Voting Common Stock, then the shares of Voting Common Stock comprising such BHC Aggregated Interest held directly by a BHC Entity that represent in excess of 4.99% of the total number of outstanding shares of Voting Common Stock shall be automatically converted into Non-Voting Common Stock and such BHC Entity and any successor to or assignee of such Non-Voting Common Stock held by such BHC Entity shall be prohibited from voting such Non-Voting Common Stock, except to the extent otherwise expressly provided in these Amended and Restated Articles of Incorporation. In the event that a BHC Entity holds a number of shares of Voting Common Stock such that the conversion of shares of Voting Common Stock into shares of Non-Voting Common Stock pursuant to this paragraph would not decrease the BHC Aggregated Interest of such BHC Entity below 5% of the total number of outstanding shares of Voting Common Stock, then the shares of Voting Common Stock held by each shareholder whose Voting Common Stock is included in the BHC Aggregated Interest shall be converted, on a pro rata basis as among such shareholders (including the BHC Entity), into shares of Non-Voting Common Stock such that the BHC Aggregated Interest of such BHC Entity shall represent less than 5% of the total number of outstanding shares of Voting Common Stock. For purposes of this Article Fourth, “**BHC Entity**” means a shareholder that (a) is subject to the BHC Act or is directly or indirectly “controlled” (as the term is defined in the BHC Act) by a company that is subject to the BHC Act, and (b) so indicates in writing to the bank that such holder elects to be subject to this paragraph of Article Fourth. A BHC Entity may at any time elect to no longer be governed by the provisions of this paragraph by providing written notice to the bank; provided; however, that any shares of Voting Common Stock automatically converted to Non-Voting Common Stock by operation of this paragraph of Article Fourth prior to the bank’s receipt of such notice shall remain Non-Voting Common Stock unless otherwise expressly provided herein.

(vi) If any holder of Voting Common Stock that elects to be governed by this paragraph of Article Fourth (an “**Electing Section 13 Holder**”), after having obtained the consent of the board of directors of the bank to make such election, at any time holds any Voting Common Stock that, together with the Voting Common Stock of any parties whose Voting Common Stock is deemed to be beneficially owned by such holder (the “**Section 13(d) Aggregated Interest**”) by virtue of Section 13, including without limitation Section 13(d)(3), of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), would otherwise represent 5% or more of the total outstanding shares of Voting Common Stock, then shares of Voting Common Stock comprising such Section 13(d) Aggregated Interest held directly by an Electing Section 13 Holder that represent in excess of 4.99% of the total number of outstanding shares of Voting Common Stock shall be automatically converted into Non-Voting Common Stock and such Electing Section 13 Holder and any successor to or assignee of such Non-Voting Common Stock held by such Electing Section 13 Holder shall be prohibited from voting such Non-Voting

Common Stock, except to the extent otherwise expressly provided in these Amended and Restated Articles of Incorporation. In the event that an Electing Section 13 Holder holds a number of shares of Voting Common Stock such that the conversion of shares of Voting Common Stock into shares of Non-Voting Common Stock pursuant to this paragraph would not decrease the Section 13(d) Aggregated Interest of such Electing Section 13 Holder below 5% of the total number of outstanding shares of Voting Common Stock, then the shares of Voting Common Stock held by each shareholder whose Voting Common Stock is included in the Section 13(d) Aggregated Interest shall be converted, on a pro rata basis as among such shareholders (including the Electing Section 13 Holder), into shares of Non-Voting Common Stock such that the Section 13(d) Aggregated Interest of such Electing Section 13 Holder shall represent less than 5% of the total number of outstanding shares of Voting Common Stock. An Electing Section 13 Holder may at any time elect to no longer be governed by the provisions of this paragraph by providing written notice to the bank; provided; however, that any shares of Voting Common Stock automatically converted to Non-Voting Common Stock by operation of this paragraph of Article Fourth prior to the bank's receipt of such notice shall remain Non-Voting Common Stock unless otherwise expressly provided herein.

(vii) If, at any time any holder of Voting Common Stock electing to be governed by this paragraph of Article Fourth (an "**Electing CIBC Holder**") holds any Voting Common Stock that, together with the Voting Common Stock of any parties whose Voting Common Stock must be aggregated with those of such holder (a "**CIBC Aggregated Interest**") for purposes of the BHC Act or the Change in Bank Control Act (the "**Control Regulations**"), would otherwise represent 10% or more of the total outstanding shares of Voting Common Stock, then the shares of Voting Common Stock comprising such CIBC Aggregated Interest held directly by an Electing CIBC Holder that represent in excess of 9.99% of the total number of outstanding shares of Voting Common Stock shall be automatically converted into Non-Voting Common Stock and such Electing CIBC Holder and any successor to or assignee of such Non-Voting Common Stock held by such CIBC Holder shall be prohibited from voting such Non-Voting Common Stock, except to the extent otherwise expressly provided in these Amended and Restated Articles of Incorporation. In the event that an Electing CIBC Holder holds a number of shares of Voting Common Stock such that the conversion of shares of Voting Common Stock into shares of Non-Voting Common Stock pursuant to this paragraph would not decrease the CIBC Aggregated Interest of such an Electing CIBC Holder below 10% of the total number of outstanding shares of Voting Common Stock, then the shares of Voting Common Stock held by each shareholder whose Voting Common Stock is included in the CIBC Aggregated Interest shall be converted, on a pro rata basis among such shareholders (including the Electing CIBC Holder), into shares of Non-Voting Common Stock such that the Aggregated CIBC Interest of such Electing CIBC Holder shall represent less than 10% of the total number of outstanding shares of Voting Common Stock. Such holder may at any time elect to no longer be governed by the provisions of this paragraph by providing written notice to the bank; provided; however, that any shares of Voting Common Stock automatically converted to Non-Voting Common Stock by operation of this paragraph of Article Fourth prior to the bank's receipt of such notice shall remain Non-Voting Common Stock unless otherwise expressly provided herein.

(viii) Notwithstanding any provision herein to the contrary, shares of Non-Voting Common Stock shall be entitled to vote with respect to matters as to which shares of Non-Voting Common Stock are otherwise permitted to vote pursuant to 12 C.F.R. § 225.2(q)(2) and Section 1004(1) of the MBCA, as in effect from time to time, or any successor provisions thereto. Notwithstanding any provision herein to the contrary, shares of Non-Voting Common Stock shall remain Non-Voting Common Stock in the hands of the holder thereof and shall automatically convert into shares of Voting Common Stock solely upon a transfer of such shares of Non-Voting Common Stock solely as permitted herein to a transferee that is not an affiliate of the transferor for purposes of the Control Regulations.

(ix) Shares of Non-Voting Common Stock may be transferred, and the bank shall recognize such transfer, solely where such transfer is made (i) to an affiliate of the transferor of such Non-Voting Stock for purposes of the Control Regulations, (ii) in a widespread public distribution, (iii) to a transferee that holds or controls more than 50% of any class of voting securities of the bank (not including such shares of Non-Voting Common Stock or shares of Voting Common Stock or other voting securities of the bank that the transferor or any affiliate of the transferor is proposing to transfer to such transferee), or (iv) in one or more transactions in which no transferee (or group of transferees whose ownership of the bank's securities must be aggregated for purposes of the Control Regulations) receives ownership or control of such securities for purposes of the Control Regulations representing 2% or more of any class of the bank's voting securities.

(x) Until presented and surrendered for cancellation following any such conversion, each certificate representing shares of Voting Common Stock in respect of which a conversion has occurred in accordance with this Article Fourth shall be deemed to represent the number of shares of Non-Voting Common Stock into which such shares have been converted, and upon presentation and surrender of such certificate the holder thereof shall be entitled to receive a certificate for the appropriate number of shares of Non-Voting Common Stock. Upon a conversion pursuant to this Article Fourth, each converted share of Voting Common Stock shall be retired.

(xi) Until presented and surrendered for cancellation following any such conversion, each certificate representing shares of Non-Voting Common Stock in respect of which a conversion has occurred in accordance with this Article Fourth shall be deemed to represent the number of shares of Voting Common Stock into which such shares have been converted, and upon presentation and surrender of such certificate the holder thereof shall be entitled to receive a certificate for the appropriate number of shares of Voting Common Stock. Upon a conversion pursuant to this Article Fourth, each converted share of Non-Voting Common Stock shall be retired.

(c) Preferred Stock. The Board of Directors or any authorized committee thereof is expressly authorized, to the fullest extent permitted by law, to provide for the issuance of the shares of Preferred Stock in one or more series of such stock, and by filing articles of amendment pursuant to applicable law of the State of Maine, to determine from time to time the number of shares of each such series, and to fix the designations, powers, including voting powers, full or limited, or no voting powers, preferences and the relative, participating, optional or other special rights of the shares of each series, including any variations among holders of the same series, and any qualifications, limitations and restrictions thereof.

(d) Upon any liquidation, dissolution or winding up of the affairs of the bank, whether voluntary or involuntary, holders of Common Stock are entitled to receive pro rata the remaining assets of the bank after the holders of Preferred Stock have been paid in full any sums to which they may be entitled.

(e) There shall be no cumulative voting for directors or otherwise.

FIFTH The bank will have a Board of Directors.

SIXTH BOARD OF DIRECTORS

(a) The number of directors of the bank shall be at least five (5) directors, and such number shall otherwise be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The directors, except as otherwise provided for those who may be elected by the holders of any series of Preferred Stock, shall be classified, with respect to the term for which they



severally hold office, into three classes, as nearly equal in number as reasonably possible. The initial Class I directors of the bank shall be Robert R. Glauber and Richard Wayne; the initial Class II directors of the bank shall be Matthew B. Botein and Cheryl Lynn Dorsey; and the initial Class III directors of the bank shall be John C. Orestis, David A. Tanner, and Judith E. Wallingford. The initial Class I directors shall serve for a term expiring at the annual meeting of shareholders to be held in 2020; the initial Class II directors shall serve for a term expiring at the annual meeting of shareholders to be held in 2021; and the initial Class III directors shall serve for a term expiring at the annual meeting of shareholders to be held in 2019. At each annual meeting of shareholders, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of shareholders after their election. The shareholders may remove a director only for cause, if such shareholder action is undertaken in a manner consistent with the MBCA. Notwithstanding the foregoing, the directors elected to each class shall hold office until their successors are duly elected and qualified or until their earlier resignation, death or removal.

(b) Notwithstanding the foregoing, whenever, pursuant to the provisions of Article Fourth of these Amended and Restated Articles of Incorporation, the holders of any one or more series of Preferred Stock shall have the right, voting separately as a series or together with holders of other such series, to elect directors at an annual or special meeting of shareholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of these Amended and Restated Articles of Incorporation and any articles of amendment applicable thereto.

SEVENTH      There are no preemptive rights.

EIGHTH        The purpose of this bank is to conduct the business of a financial institution as limited by the Maine Revised Statutes, Title 9-B or any rules, orders or certificates under Title 9B.

NINTH         INTERNAL AFFAIRS OF THE CORPORATION

(a)      Removal of Directors. At any meeting of shareholders called expressly for the purpose, any director may be removed from office by the affirmative vote of the holders of 75% of the shares entitled to vote or if removal is for cause, then by a majority of the shares then entitled to vote. For “cause” shall mean a final adjudication by a court of competent jurisdiction that the director (i) is liable for negligence or misconduct in the performance of his or her duty, (ii) guilty of a felony conviction, (iii) has failed to act or has acted in a manner which is in derogation of the director’s duties.

(b)      Vacancies. Any vacancy in the Board of Directors caused by death, resignation, retirement, disqualification, removal, or other cause, including a vacancy resulting from an increase in the number of directors, may be filled solely by a majority vote of the remaining directors, though less than a quorum. Any director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director’s successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal.

(c)      Special Meetings. A special meeting of the shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the Chairman of the Board, if any, the President, or by a majority of the Board of Directors, or upon written application therefore to the bank by the holders of not less than 25% of the shares entitled to vote on any issue proposed to be considered at the meeting. Written notice of such meeting, stating the purpose for which it is called, shall be served by the bank not less than ten nor more than 60 days before the date set for such meeting. No business other than that specified in the call for the meeting shall be transacted at any special meeting of the shareholders.

(d) Place of Shareholder Meetings. Meetings of the shareholders may be held outside the State of Maine.

#### TENTH AMENDMENTS

(a) Amendments to Articles of Incorporation. The bank reserves the right to amend or repeal these Amended and Restated Articles of Incorporation in the manner now or hereafter prescribed by statute and these Amended and Restated Articles of Incorporation, and all rights conferred upon shareholders herein are granted subject to this reservation. Whenever any vote of the holders of voting stock is required to amend or repeal any provision of these Amended and Restated Articles of Incorporation, and in addition to any other vote of holders of voting stock that is required by these Amended and Restated Articles of Incorporation or by law, such amendment or repeal shall require the affirmative vote of the holders of at least two-thirds of all of the shares of the bank entitled to vote for the election of directors, notwithstanding the fact that a lesser percentage may be specified by law.

(b) Amendments to By-Laws. The By-Laws of the bank may be amended at any time by the affirmative vote of a majority of the entire Board of Directors, subject to repeal, change or adoption of any contravening or inconsistent provision only by vote of the holders of at least two-thirds (2/3) of all the shares entitled to vote on the matter at a meetings expressly called for that purpose.

#### ELEVENTH LIMITATION OF LIABILITY

(a) A director of the bank shall not be personally liable to the bank or its shareholders for money damages for action taken or a failure to take action as a director, except for liability (i) for the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the bank or its shareholders, (iii) a violation of the prohibition on unlawful distributions under Section 833 of the MBCA or (iv) an intentional violation of criminal law. If the MBCA is amended after the effective date of these Amended and Restated Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the bank shall be eliminated or limited to the fullest extent permitted by the MBCA, as so amended.

(b) Any repeal or modification of this Article Eleventh by either of (i) the shareholders of the bank or (ii) an amendment to the MBCA, shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring before such repeal or modification of a person serving as a director at the time of such repeal or modification.

#### TWELFTH RENUNCIATION OF CORPORATE OPPORTUNITIES DOCTRINE

To the maximum extent permitted from time to time under the law of the State of Maine, including Section 202(2)(F) of the MBCA, the bank renounces any interest or expectancy of the bank in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to, or acquired, created or developed by, or which otherwise come into the possession of, its officers, directors, or shareholders, other than those officers, directors or shareholders who are employees of the bank. No amendment or repeal of this Article Twelfth shall apply to or have any effect on the liability or alleged liability of any officer, director, or shareholder of the bank for or with respect to any opportunities of which such officer, director, or shareholder becomes aware prior to such amendment or repeal.

THIRTEENTH MANDATORY INDEMNIFICATION OF DIRECTORS

(a) Pursuant to and as provided in Section 202(2)(E) of the MBCA, the bank shall, to the fullest extent permitted by law, but only to the extent permitted under applicable federal banking laws and regulations, including without limitation, 12 U.S.C. Section 1828(k) and the regulations issued thereunder by the Federal Deposit Insurance Corporation, indemnify each person who is or was a director of the bank for any liability, as defined in Section 851(5) of the MBCA, to any person for an action taken or a failure to take an action as a director, except liability for:

- (i) Receipt of a financial benefit to which the director is not entitled;
- (ii) An intentional infliction of harm on the bank or its shareholders;
- (iii) A violation of Section 833 of the MBCA; or
- (iv) An intentional violation of criminal law.

(b) Nothing in this Article Thirteenth shall diminish or adversely affect any indemnification to which a person who is or was a director is otherwise entitled pursuant to (i) the By-laws of the bank, (ii) any contract between the bank and the director, or (iii) any provision of law, including without limitation any provision of the MBCA.

The preceding paragraphs in this Article Thirteenth shall apply to the officers of the bank to the fullest extent permitted by law.

FOURTEENTH RIGHT OF SHAREHOLDERS FOLLOWING CONTROL TRANSACTION

The provisions of Section 1110 of the MBCA shall not be applicable to the bank, pursuant to the exemptions in Section 14 thereof.

FIFTEENTH REPEAL OF INCONSISTENT PROVISIONS

All provisions of the Articles of Incorporation of the bank that are inconsistent with the foregoing Articles First through Fifteenth of these Amended and Restated Articles of Incorporation are hereby repealed and revoked.

## **Exhibit 3.2**

Amended and Restated Bylaws of Northeast Bank

**NORTHEAST BANK  
AMENDED AND RESTATED BY-LAWS  
(AS OF MAY 15, 2019)**

**ARTICLE I  
MEETINGS OF SHAREHOLDERS**

Section 1 Place of Meeting. All meetings of the shareholders of Northeast Bank, a Maine-chartered bank (“**Bank**”) shall be held at the principal office of the Bank in the State of Maine, or at such other place, within or without the State of Maine, as may, from time to time, be fixed by the Board of Directors of the Bank (“**Board of Directors**”) or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 2 Annual Meetings. The annual meeting of the shareholders of the Bank shall be held on such date and at such hour as may be fixed by the Board of Directors and stated in the notice of such meeting or on such other date and at such time as shall be stated in the notice of the meeting or otherwise specified by the President. The Bank shall notify shareholders of the date, time and place of each annual and special meeting not less than ten days nor more than 60 days before such meeting, addressed to each shareholder at his or her address as it appears on the stock book; but at any meeting at which all shareholders not present shall have waived notice in writing, the giving of notice as above required, may be foregone.

Section 3 Quorum. At each meeting of the shareholders, the presence, in person or by proxy, of the holders of a majority of the issued and outstanding stock of the Bank entitled to vote at such meeting, shall constitute a quorum for the transaction of business except where otherwise provided by law or by the Articles of Incorporation of the Bank or any amendment thereto (“**Articles of Incorporation**”). When any meeting is convened, the presiding officer may adjourn the meeting if (i) no quorum is present for the transaction of business, (ii) the Board of Directors determines that adjournment is necessary or appropriate to enable the shareholders to consider fully information which the Board of Directors determines has not been made sufficiently or timely available to shareholders, or (iii) the Board of Directors determines that adjournment is otherwise in the best interests of the Bank. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting of the shareholders shall not be required to be given, except when expressly required by law.

Section 4 Organization. The Chairman of the Board of Directors, if any, or in the absence of the Chairman of the Board of Directors, the President or a Vice-President, or a Chairman designated by the Board of Directors or by the shareholders shall preside at every meeting of the shareholders. In the absence of the Secretary, the presiding officer shall appoint a secretary pro tempore.

Section 5 Voting.

(a) Each shareholder of the Bank having voting rights shall, except as otherwise provided by law or by the Articles of Incorporation, at every meeting of the shareholders be entitled to one vote in person or by proxy for each share of the stock of the Bank registered in his or her name on the books of the Bank.

(1) on the date fixed pursuant to Article VI, Section 2 as the record date for the determination of shareholders entitled to vote at such meeting, notwithstanding the sale, or other disposal or transfer on the books of the Bank of such share on or after the date so fixed, or

(2) if no such record date shall have been fixed, then at the date on which notice of such meeting is mailed.

(b) Subject to Article II, Section 3, at any meeting of shareholders at which a quorum is present, the holders of a majority in interest of the stock having voting rights represented thereat in person or by proxy shall decide any question brought before such meeting unless a larger or different vote or proportion is required by law or by the Articles of Incorporation or by these By-laws.

(c) When so requested by a majority of the holders of outstanding shares present at the meeting, a written ballot shall be used for any vote of the shareholders. If a written ballot shall be used, each ballot shall state the name of the shareholder voting, the number of shares owned by him or her, and if such ballot be cast by proxy, the name of the proxy.

Section 6 Notice of Shareholder Business and Nominations.

(a) Annual Meetings of Shareholders.

(1) Nominations of persons for election to the Board of Directors of the Bank and the proposal of other business to be considered by the shareholders may be brought before an annual meeting (i) by or at the direction of the Board of Directors or (ii) by any shareholder of the Bank who was a shareholder of record at the time of giving of notice provided for in these By-laws, who is entitled to vote at the meeting, who is present (in person or by proxy) at the meeting and who complies with the notice procedures set forth in these By-laws as to such nomination or business. For the avoidance of doubt, the foregoing clause (ii) shall be the exclusive means for a shareholder to bring nominations or business properly before an annual meeting (other than matters properly brought under Rule 14a-8 (or any successor rule) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and such shareholder must comply with the notice and other procedures set forth in Article I, Section 6(a)(2) and (3) to bring such nominations or business properly before an annual meeting. In addition to the other requirements set forth in these By-laws, for any proposal of business to be considered at an annual meeting, it must be a proper subject for action by shareholders of the Bank under applicable law.

(2) For nominations or other business to be properly brought before an annual meeting by a shareholder pursuant to clause (ii) of Article I, Section 6(a)(1), the shareholder must (i) have given Timely Notice (as defined below) thereof in writing to the Secretary of the Bank, (ii) have provided any updates or supplements to such notice at the times and in the forms required by these By-laws and (iii) together with the beneficial owner(s), if any, on whose behalf the nomination or business proposal is made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by these By-laws. To be timely, a shareholder’s written notice shall be received by the Secretary at the principal executive offices of the Bank not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the one-year anniversary of the preceding year’s annual meeting; provided, however, that in the event the annual meeting is first convened more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting were held in the preceding year, notice by the shareholder to be timely must be received by the Secretary of the Bank not later than the close of business on the later of the 90th day prior to the scheduled date of such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods shall be referred to as “**Timely Notice**”). Such shareholder’s Timely Notice shall set forth:

a. as to each person whom the shareholder proposes to nominate for election or reelection as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected);

b. as to any other business that the shareholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest in such business of each Proposing Person (as defined below);

c. (i) the name and address of the shareholder giving the notice, as they appear on the Bank's books, and the names and addresses of the other Proposing Persons (if any) and (ii) as to each Proposing Person, the following information: (A) the class or series and number of all shares of capital stock of the Bank which are, directly or indirectly, owned beneficially or of record by such Proposing Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated under the Exchange Act), including any shares of any class or series of capital stock of the Bank as to which such Proposing Person or any of its affiliates or associates has a right to acquire beneficial ownership at any time in the future, (B) all Synthetic Equity Interests (as defined below) in which such Proposing Person or any of its affiliates or associates, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including without limitation, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (C) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any shares of any class or series of capital stock of the Bank, (D) any rights to dividends or other distributions on the shares of any class or series of capital stock of the Bank, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Bank, and (E) any performance-related fees (other than an asset based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of shares of any class or series of capital stock of the Bank or any Synthetic Equity Interests (the disclosures to be made pursuant to the foregoing clauses (A) through (E) are referred to, collectively, as "**Material Ownership Interests**") and (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person or any of its affiliates or associates with any other person for the purpose of acquiring, holding, disposing or voting of any shares of any class or series of capital stock of the Bank;

d. (i) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the meeting of shareholders (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (ii) identification of the names and addresses of

other shareholders (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of all shares of the Bank's capital stock owned beneficially or of record by such other shareholder(s) or other beneficial owner(s); and

e. a statement whether or not the shareholder giving the notice and/or the other Proposing Person(s), if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of voting power of all of the shares of capital stock of the Bank required under applicable law to approve the proposal or, in the case of a nomination or nominations, at least the percentage of voting power of all of the shares of capital stock of the Bank reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such shareholder (such statement, the "**Solicitation Statement**").

For purposes of this this Article I, Section 6, the term "**Proposing Person**" shall mean the following persons: (i) the shareholder of record providing the notice of nominations or business proposed to be brought before a shareholders' meeting, and (ii) the beneficial owner(s), if different, on whose behalf the nominations or business proposed to be brought before a shareholders' meeting is made. For purposes of this Article I, Section 6, the term "**Synthetic Equity Interest**" shall mean any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any derivative, swap, hedge, repurchase or so-called "stock borrowing" agreement or arrangement, the purpose or effect of which is to, directly or indirectly: (A) give a person or entity economic benefit and/or risk similar to ownership of shares of any class or series of capital stock of the Bank, in whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of capital stock of the Bank, (B) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of capital stock of the Bank, (C) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of capital stock of the Bank, or (D) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of capital stock of the Bank.

(3) A shareholder providing Timely Notice of nominations or business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information (including, without limitation, the Material Ownership Interests information) provided or required to be provided in such notice pursuant to these By-laws shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to such annual meeting, and such update and supplement shall be received by the Secretary at the principal executive offices of the Bank not later than the close of business on the fifth business day after the record date for the annual meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth business day prior to the date of the annual meeting (in the case of the update and supplement required to be made as of ten business days prior to the meeting).

(4) Notwithstanding anything in the second sentence of Article I, Section 6(a)(2) to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Bank is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Bank at least ten days before the last day a shareholder may deliver a notice of nomination in accordance with the second sentence of Article I, Section 6(a)(2), a shareholder's notice required



by these By-laws shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary of the Bank not later than the close of business on the tenth day following the day on which such public announcement is first made by the Bank.

(b) General.

(1) Only such persons who are nominated in accordance with the provisions of these By-laws shall be eligible for election and to serve as directors and only such business shall be conducted at an annual meeting as shall have been brought before the meeting in accordance with the provisions of these By-laws. The Board of Directors or a designated committee thereof shall have the power to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the provisions of these By-laws. If neither the Board of Directors nor such designated committee makes a determination as to whether any shareholder proposal or nomination was made in accordance with the provisions of these By-laws, the presiding officer of the annual meeting shall have the power and duty to determine whether the shareholder proposal or nomination was made in accordance with the provisions of these By-laws. If the Board of Directors or a designated committee thereof or the presiding officer, as applicable, determines that any shareholder proposal or nomination was not made in accordance with the provisions of these By-laws, such proposal or nomination shall be disregarded and shall not be presented for action at the annual meeting.

(2) Except as otherwise required by law, nothing in this Article I, Section 6 shall obligate the Bank or the Board of Directors to include in any proxy statement or other shareholder communication distributed on behalf of the Bank or the Board of Directors information with respect to any nominee for director or any other matter of business submitted by a shareholder.

(3) Notwithstanding the foregoing provisions of this Article I, Section 6, if the proposing shareholder (or a qualified representative of the shareholder) does not appear at the annual meeting to present a nomination or any business, such nomination or business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Bank. For purposes of this Article I, Section 6, to be considered a qualified representative of the proposing shareholder, a person must be authorized by a written instrument executed by such shareholder or an electronic transmission delivered by such shareholder to act for such shareholder as proxy at the meeting of shareholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the presiding officer at the meeting of shareholders.

(4) For purposes of this Article I, Section 6, “**public announcement**” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Bank with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(5) Notwithstanding the foregoing provisions of these By-laws, a shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these By-laws. Nothing in these By-laws shall be deemed to affect any rights of (i) shareholders to have proposals included in the Bank’s proxy statement pursuant to Rule 14a-8 (or any successor rule) under the Exchange Act and, to the extent required by such rule, have such proposals considered and voted on at an annual

meeting or (ii) the holders of any series of Undesignated Preferred Stock to elect directors under specified circumstances.

## **ARTICLE II BOARD OF DIRECTORS**

Section 1        General Powers. The property, affairs and business of the Bank shall be managed under the direction of the Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of its meetings and the management of the Bank not inconsistent with these By-laws, the Articles of Incorporation, or applicable law as it may deem proper.

Section 2        Qualifications and Term of Office. The number of directors of the Bank shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors; provided, however, that the number of directors shall not be less than five. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. Directors need not be shareholders or residents of the State of Maine.

Section 3        Manner of Election. At the annual meeting of shareholders, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

Section 4        Quorum and Manner of Acting. A majority of the total number of directors then holding office shall constitute a quorum for the transaction of business at any meeting except where otherwise provided by statute, the Articles of Incorporation or these By-laws; but, less than a quorum may adjourn the meeting. At all meetings of the Board of Directors, each director present is to have one vote. At all meetings of the Board of Directors, all questions, the manner of deciding which is not specifically regulated by statute or the Articles of Incorporation, shall be determined by a majority of the directors present at the meeting.

Section 5        Place of Meeting, etc. The Board of Directors may hold its meetings and have one or more offices at such places within or without the State of Maine as the Board of Directors, from time to time, may determine or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 6        Books and Records. The correct and complete books and records of account and minutes of the proceedings of shareholders and the Board of Directors shall be kept at the registered office of the Bank.

Section 7        Regular and Annual Meetings. Regular meetings of the Board of Directors shall be held at such place and at such time as the Board of Directors shall, from time to time, by resolution, determine. Notwithstanding the foregoing, if the Board of Directors has not appointed an Executive Committee, the Board of Directors shall meet at least monthly; and if the Board of Directors has appointed an Executive Committee, the Board of Directors shall meet at least six times per year, including once in each quarter, so long as the Executive Committee meets during the months in which the Board of Directors does not meet. The annual meeting of the Board of Directors shall be held immediately following, and at the same place as, the annual meeting of shareholders. Notice of regular or annual meetings other than by resolution of the Board of Directors need not be given.

Section 8        Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board of Directors, if any, or by the President, or by the Clerk at the request of any two directors at the time being in office. Notice of each such meeting shall be

mailed to each director, addressed to him or her at his or her residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him or her at such place by electronic mail, telegraph, cable, radio or wireless, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting, but, need not state the purpose thereof. Notice of any meeting of the Board of Directors need not be given to any directors, however, if waived by him or her in writing or by electronic mail, telegraph, cable, radio or wireless, whether before or after such meeting be held, or if he or she shall be present at such meeting unless his or her attendance at the meeting is expressly for the purpose of objecting to the transaction of any business because the meeting is not lawfully convened; and any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present thereat.

Section 9        Resignations. Any director of the Bank may resign at any time by giving written notice to the President or to the Clerk of the Bank. Such resignation shall take effect when delivered unless a later time is specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10       Compensation. Directors shall receive such compensation for attendance at regular or special meetings as the Board of Directors shall, from time to time, determine.

Section 11       Directors' Participation in Meeting by Telephone. A director may participate in a meeting of the Board of Directors by means of conference telephone or similar communication equipment enabling all directors participating in the meeting to hear one another simultaneously. Participation in a meeting pursuant to this Section 11 shall constitute presence in person at such meeting.

Section 12       Director's Action Without Meeting. If all the directors then holding office severally or collectively consent in writing to any action taken or to be taken by the Bank, such action shall be valid as though it had been authorized at a meeting of the Board of Directors. The Clerk shall file such consent or consents with the minutes of the meetings of the Board of Directors.

Section 13       Presumption of Assent. A director of the Bank who is present at a meeting of the Board of Directors at which any action is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention shall be entered in the minutes of the meeting or unless a written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the Secretary of the Bank within five days after the date on which a copy of the minutes of the meeting is received. Such right to dissent shall not apply to a director who voted in favor of such action.

### **ARTICLE III COMMITTEES**

Section 1        Designation; Vacancies. The Board of Directors, by a resolution passed by a majority of the whole Board of Directors, may designate such number of their members not less than five, including the President of the Bank, as it may, from time to time, determine to constitute an Executive Committee, each member of which, unless otherwise determined by the Board of Directors, shall continue to be a member thereof until the expiration of his or her term of office as a director.

Section 2        Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee shall have all of the powers of the Board of Directors in the management of the business and affairs of the Bank, except those prescribed by applicable law, and may exercise such powers in such manner as the Executive Committee shall deem best for the interests of the Bank in all

cases in which specific directions shall not have been given by the Board of Directors; provided that any action taken by the Executive Committee shall be presented for review and ratification by the Board of Directors at the next meeting of the Board of Directors.

Section 3 Procedure; Meetings; Quorum. The Executive Committee shall make its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or by resolution of the Executive Committee. A majority of the whole number of the members of the Executive Committee shall constitute a quorum at any meeting thereof, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the Executive Committee. The Board of Directors shall have power at any time to change the members of the Executive Committee, to fill vacancies, and to discharge the Executive Committee.

Section 4 Other Committees. The Board of Directors, by resolution passed by a majority of the whole Board of Directors, may designate members of the Board of Directors to constitute other committees, which shall in each case consist of such number of directors and shall have and may exercise such powers as the Board of Directors may determine and specify in the respective resolutions appointing them. Such committees shall have such name or names as may be determined, from time to time, by resolution adopted by the Board of Directors. The Board of Directors shall have power at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee.

Section 5 Compensation. Members of the Executive Committee or of other committees of the Board of Directors shall receive such compensation for their services as members of such committees as the Board of Directors shall, from time to time, determine.

#### **ARTICLE IV OFFICERS**

Section 1 Number. The officers of the Bank may include a Chairman of the Board of Directors and shall include a President, Treasurer, Secretary and such other officers as the Board of Directors may, from time to time, deem appropriate. One person may hold the office and perform the duties of more than one of said officers. The Bank shall also have a Clerk, who shall not be an officer.

Section 2 Election, Term of Office and Qualifications. The officers, and the Clerk, shall be elected annually by the Board of Directors. Each officer shall hold office, and the Clerk shall remain Clerk of the Bank, until his or her successor shall have been elected and shall have qualified, or until his or her death or until he or she shall have resigned or shall have been removed in the manner hereinafter provided.

Section 3 Removal. Any officer, or the Clerk, may be removed by the Board of Directors whenever, in its judgment, the best interests of the Bank will be served by such action.

Section 4 Resignations. Any officer, or the Clerk, may resign at any time by giving written notice to the Board of Directors or to the President or to the Clerk. Such resignation shall take effect shall take effect when delivered unless a later time is specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5 Vacancies. A vacancy in any office, or in the position of Clerk, because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these By-laws for election or appointment to such office or position of Clerk.

Section 6        The Chairman of the Board of Directors. The Chairman of the Board of Directors, if there shall be one, shall be elected by the Board of Directors from among its members who are directors who are not employed by the Bank or any affiliate of the Bank, and shall, if present, preside at all meetings of the shareholders and of the Board of Directors. Except where, by law, the signature of the President is required, he or she shall possess the same power as the President to sign all certificates, contracts and other instruments of the Bank which may be authorized by the Board of Directors or by the Executive Committee. He or she shall, in general, perform all duties incident to the office of the Chairman of the Board of Directors, subject, however, to the direction and control of the Board of Directors and of the Executive Committee, and such other duties as, from time to time, may be assigned to him or her by the Board of Directors or by the Executive Committee.

Section 7        The President. The President shall be the chief executive officer and administrative officer of the Bank and shall have general and active supervision and direction over the day-to-day business and affairs of the Bank and over its several officers, subject, however, to the direction and control of the Board of Directors and of the Executive Committee. At the request of the Chairman of the Board of Directors, or in case of his or her absence or inability to act, the President may act in his or her place. He or she shall sign or countersign all certificates, contracts and other instruments of the Bank as authorized by the Board of Directors, and shall perform all such other duties as, from time to time, may be assigned to him or her by the Board of Directors or the Executive Committee.

Section 8        The Vice-Presidents. Each Vice-President shall have such powers and perform such duties as the Board of Directors may, from time to time, prescribe. At the request of the President, or in case of his or her absence or inability to act, any Vice President may act in his or her place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

Section 9        The Clerk. The Clerk, who shall be a resident of the State of Maine and shall keep his or her office therein, shall perform the functions provided in the Maine Business Corporation Act, Me. Rev. Stat. Title 13-C (“**MBCA**”). The Clerk shall keep, or cause to be kept in books provided for the purpose the minutes of the meetings of the shareholders and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-laws and as required by law; shall be the custodian of the records, stock certificates records, and of the seal of the Bank and shall see that the seal is affixed to all documents the execution of which on behalf of the Bank under its seal is duly authorized in accordance with the provisions of these By-laws.

Section 10       The Secretary. The Secretary shall perform such duties and have such powers as are required or permitted by law and as the Board of Directors shall, from time to time, designate. In his or her absence, an Assistant Secretary or a secretary pro tempore shall perform his or her duties, and the Assistant Secretary shall have such other powers and duties as the Board of Directors shall, from time to time, designate. In the absence of the Clerk, the Secretary shall keep or cause to be kept, in books provided for the purpose, the minutes of the meetings of the shareholders and of the Board of Directors and shall perform such other functions as are provided to be performed by the Clerk.

Section 11       The Treasurer. The Treasurer shall be the financial officer of the Bank; shall have charge and custody of, and be responsible for, all funds of the Bank, and deposit all such funds in the name of the Bank in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Bank from any source whatsoever; and in general, shall perform all the duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned to him or her by the Board of Directors or by the President.

Section 12       Compensation of Officers. The compensation of the Chairman of the Board of Directors, President, Vice Presidents, Treasurer, Secretary, other officers and the Clerk, shall be fixed,

from time to time, by the Board of Directors, subject to applicable law. No officer or the Clerk shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Bank.

Section 13 Bonding. The Board of Directors shall require security for the fidelity and faithful performance of duties by its officers, employees, and agents in an amount that the Board of Directors considers necessary, subject to law. This security must consist of a bond executed by one or more surety companies authorized to transact business in the State of Maine.

## **ARTICLE V CONTRACTS, CHECKS, NOTES, ETC.**

Section 1 Execution of Contracts. All contracts and agreements authorized by the Board of Directors, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any two of the following officers: The Chairman of the Board of Directors, President, Vice-President, Treasurer, or Secretary. The Board of Directors may, however, authorize any one of said officers to sign checks, drafts, notes, bonds, bills of exchange and orders for the payment of money singly and without necessity of counter signature, and may designate officers and employees of the Bank other than those named above, or different combinations of such officers and employees, who may, in the name of the Bank, execute checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money on its behalf.

Section 2 Loans. No loans to the Bank shall be contracted on behalf of the Bank and no negotiable paper shall be signed in its name, unless authorized by resolution of the Board of Directors. When authorized by the Board of Directors to do so, any officer or agent of the Bank thereunto authorized may effect loans and advances at any time for the Bank from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Bank and, when authorized so to do, may pledge, hypothecate or transfer any securities or advances. Such authority may be general or confined to specific instances.

## **ARTICLE VI STOCK AND DIVIDENDS**

Section 1 Certificate of Stock. Every shareholder shall be entitled to have a certificate certifying the number of shares owned by him or her in the Bank. The certificates shall be in such form as the Board of Directors shall approve. They shall be signed by the President and countersigned by the Secretary and may be sealed with the seal of the Bank or a facsimile thereof. Such certificates shall be transferable on the stock books of the Bank in person or by attorney, but, except as hereinafter provided in the case of loss, destruction or mutilation of certificates, no transfer of stock shall be entered until the previous certificate, if any, given for the same shall have been surrendered and cancelled. Notwithstanding anything to the contrary provided in these By-laws, the Board of Directors of the Bank may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares (except that the foregoing shall not apply to shares represented by a certificate until such certificate is surrendered to the Bank), and by the approval and adoption of these By-laws the Board of Directors has determined that all classes or series of the Bank's stock may be uncertificated, whether upon original issuance, re-issuance, or subsequent transfer.

A record of shareholders giving the names and addresses of all shareholders and the number and class of the shares held by each, shall be kept at the Bank's registered office or principal place of business.

The person in whose name shares of stock stand on the books of the Bank shall be deemed the owner thereof for all purposes as regards the Bank.

The Board of Directors may make such rules and regulations as it may deem expedient, not inconsistent with these By-laws, concerning the issue, transfer and registration of certificates for shares of the capital stock of the Bank.

Section 2        Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Bank may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, 60 days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

Section 3        Lost, Destroyed or Mutilated Certificates. In case of loss, destruction or mutilation of any certificate of stock, another may be issued in its place upon proof of such loss, destruction or mutilation and upon satisfying such other requirements as the Board of Directors shall specify, including such provision for indemnity as may seem advisable to the Board of Directors.

Section 4        Dividends. Subject to the provisions of the Articles of Incorporation of the Bank, and to the extent permitted by law, the Board of Directors may declare dividends on the shares of stock of the Bank at such times and in such amounts as, in its opinion, are advisable in view of the condition of the affairs of the Bank.

## **ARTICLE VII FISCAL YEAR**

The fiscal year of the Bank shall be fixed by the Board of Directors.

## **ARTICLE VIII SEAL**

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Bank and words and figures indicating the year and state in which the Bank was incorporated.

## **ARTICLE IX WAIVER OF NOTICE**

Whenever any notice is required to be given to any shareholder or director by these By-laws or the Articles of Incorporation or the laws of the State of Maine, a waiver of the notice in writing, signed by

the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to giving the notice.

## **ARTICLE X INDEMNIFICATION**

Section 1        Definitions. For purposes of this Article X:

(a)        “**Corporate Status**” describes the status of a person who is serving or has served (i) as a director of the Bank, (ii) as an Officer of the Bank, (iii) as a Non-Officer Employee of the Bank or (iv) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity, which such person is or was serving at the request of the Bank. For purposes of this Article X, Section 1(a), a Director, Officer or Non-Officer Employee of the Bank who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Bank. Notwithstanding the foregoing, “Corporate Status” shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Bank with respect to such person’s activities prior to said transaction, unless specifically authorized by the Board of Directors or the shareholders of the Bank;

(b)        “**Director**” means any person who serves or has served the Bank as a director on the Board of Directors of the Bank;

(c)        “**Disinterested Director**” means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Bank who is not and was not a party to such Proceeding;

(d)        “**Expenses**” means all attorneys’ fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e)        “**Liabilities**” means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

(f)        “**Non-Officer Employee**” means any person who serves or has served as an employee or agent of the Bank, but who is not or was not a Director or Officer;

(g)        “**Officer**” means any person who serves or has served the Bank as an officer of the Bank appointed by the Board of Directors of the Bank;

(h)        “**Proceeding**” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and



(i) “**Subsidiary**” shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Bank owns (either directly or through or together with another Subsidiary of the Bank) either (i) a general partner, managing member or other similar interest or (ii) (A) fifty percent (50%) or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) fifty percent (50%) or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

Section 2 Indemnification of Directors and Officers. Subject to the operation of Article X, Section 4, each Director and Officer shall be indemnified and held harmless by the Bank to the fullest extent authorized by the MBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Bank to provide broader indemnification rights than such law permitted the Bank to provide prior to such amendment), but only to the extent permitted under applicable federal banking laws and regulations, including without limitation, 12 U.S.C. Section 1828(k) and the regulations issued thereunder by the Federal Deposit Insurance Corporation (the “**FDIC**”), and to the extent authorized in this Article X, Section 2.

(a) Actions, Suits and Proceedings Other than By or In the Right of the Bank. Each Director and Officer shall be indemnified and held harmless by the Bank against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director’s or Officer’s behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Bank), which such Director or Officer is, or is threatened to be made, a defendant or respondent to or in by reason of such Director’s or Officer’s Corporate Status, if (A) such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed, in the case of conduct in such person’s official capacity, to be in the best interests of the Bank, or, in all other cases, that such person’s conduct was not opposed to the best interests of the Bank, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, or (B) such Director or Officer engaged in conduct for which broader indemnification has been made permissible or obligatory under the Bank’s Articles of Incorporation as authorized by Section 202(2)(E) of the MBCA, provided that (i) the Bank shall not indemnify any Director or Officer with respect to any Liability for conduct for which such Director or Officer was adjudged liable on the basis that such Director or Officer received a financial benefit to which such Director or Officer was not entitled, whether or not involving action in such Director or Officer’s official capacity, and (ii) the Bank shall not indemnify any Officer with respect to any Liability for which such Officer was adjudged liable on the basis that such Officer intentionally inflicted harm on the Bank or its shareholders or intentionally violated a criminal law. The conduct of a Director or Officer with respect to an employee benefit plan for a purpose the Director or Officer reasonably believed to be in the best interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies clause (A) of the preceding sentence.

(b) Actions, Suits and Proceedings By or In the Right of the Bank. Each Director and Officer shall be indemnified and held harmless by the Bank against any and all Expenses that are incurred by such Director or Officer or on such Director’s or Officer’s behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Bank, which such Director or Officer is, or is threatened to be made, a defendant or respondent to or in by reason of such Director’s or Officer’s Corporate Status, if (A) such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed, in the case of conduct in such person’s official capacity, to be in the best interests of the Bank, or, in all other cases, that such person’s conduct was not opposed to the best interests of the Bank, or (B) such Director or Officer engaged in conduct for which broader indemnification has been made permissible or obligatory under the Bank’s Articles of Incorporation as authorized by Section 202(2)(E) of the MBCA. The conduct of a Director or Officer with respect to an employee benefit plan for a purpose the Director or Officer reasonably believed to be in the best interests

of the participants in, and the beneficiaries of, the plan is conduct that satisfies clause (A) of the preceding sentence. No indemnification shall be made under this Article X, Section 2(b) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to have not satisfied the standard of conduct in the preceding sentence, unless otherwise so ordered by a court of competent jurisdiction.

(c) Survival of Rights. The rights of indemnification provided by this Article X, Section 2 shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(d) Actions by Directors or Officers. Notwithstanding the foregoing, the Bank shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Bank, unless such Proceeding was brought to enforce an Officer or Director's rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

Section 3 Indemnification of Non-Officer Employees. Subject to the operation of Article X, Section 4, each Non-Officer Employee may, in the discretion of the Board of Directors of the Bank, be indemnified by the Bank to the fullest extent authorized by the MBCA, as the same exists or may hereafter be amended, but only to the extent permitted under applicable federal banking laws and regulations, including without limitation, 12 U.S.C. Section 1828(k) and the regulations issued thereunder by the FDIC, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee's behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a defendant or respondent to or in by reason of such Non-Officer Employee's Corporate Status, if (A) such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed, in the case of conduct in such person's official capacity, to be in the best interests of the Bank, or, in all other cases, that such person's conduct was not opposed to the best interests of the Bank, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful or (B) such Non-Officer Employee engaged in conduct for which broader indemnification has been made permissible or obligatory under the Bank's Articles of Incorporation as authorized by Section 202(2)(E) of the MBCA, provided that (i) the Bank shall not indemnify any Non-Officer Employee with respect to any Liability for conduct for which such Non-Officer Employee was adjudged liable on the basis that such Non-Officer Employee received a financial benefit to which such Non-Officer Employee was not entitled, whether or not involving action in such Non-Officer Employee's official capacity and (ii) the Bank shall not indemnify any Non-Officer Employee with respect to any Liability for which such Non-Officer Employee was adjudged liable on the basis that such Non-Officer Employee intentionally inflicted harm on the Bank or its shareholders or intentionally violated a criminal law. The rights of indemnification provided by this Article X, Section 3 shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. The conduct of a Non-Officer Employee with respect to an employee benefit plan for a purpose the Non-Officer Employee reasonably believed to be in the best interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies clause (A) of the first sentence of this Article X, Section 3. Notwithstanding the foregoing, the Bank may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Bank.

Section 4        Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Article X to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in accordance with the applicable standards of conduct set forth herein. Such determination shall be made (a) if there are two or more Disinterested Directors, by a majority vote of the Disinterested Directors, by a majority of whom for this purpose constitutes a quorum, (b) if there are two or more Disinterested Directors, by a majority of a committee comprised of two or more Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors, (c) if there are two or more Disinterested Directors and a majority of Disinterested Directors so directs in accordance with clause (a) or (b) above, by independent legal counsel in a written opinion, (d) if there are fewer than two Disinterested Directors and a majority of the Board of Directors so directs, by independent legal counsel in a written opinion, or (e) by the shareholders of the Bank (provided that shares owned or voted under the control of a Director who is not a Disinterested Director may not be voted on such action).

Section 5        Advancement of Expenses to Directors Prior to Final Disposition.

(a)        The Bank shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within 30 days after the receipt by the Bank of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by (i) a written affirmation of such Director's good faith belief that he or she has met the relevant standard of conduct described in Article X, Section 2(a) or that the Proceeding involves conduct for which liability has been eliminated under a provision of the Bank's Articles of Incorporation to the extent permitted by law and (ii) an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Bank shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (i) authorized by the Board of Directors of the Bank, or (ii) brought to enforce such Director's rights to indemnification or advancement of Expenses under these By-laws.

(b)        If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Bank within 30 days after receipt by the Bank of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Bank to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim.

(c)        In any suit brought by the Bank to recover an advancement of expenses pursuant to the terms of an undertaking, the Bank shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the MBCA or applicable federal banking laws and regulations, including without limitation, 12 U.S.C. Section 1828(k) and the regulations issued thereunder by the FDIC.

Section 6        Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(a)        The Bank may, at the discretion of the Board of Directors of the Bank, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such person is involved by reason of his or her Corporate Status as an

Officer or Non-Officer Employee upon the receipt by the Bank of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by (i) a written affirmation of such Officer's or Non-Officer Employee's good faith belief that he or she has met the relevant standard of conduct described in Article X, Section 2(a) and (ii) an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the Bank to recover an advancement of expenses pursuant to the terms of an undertaking, the Bank shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the MBCA or applicable federal banking laws and regulations, including without limitation, 12 U.S.C. Section 1828(k) and the regulations issued thereunder by the FDIC.

#### Section 7 Contractual Nature of Rights.

(a) The provisions of this Article X shall be deemed to be a contract between the Bank and each Director and Officer entitled to the benefits hereof at any time while this Article X is in effect, in consideration of such person's past or current and any future performance of services for the Bank. Neither amendment, repeal or modification of any provision of this Article X nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article X shall eliminate or reduce any right conferred by this Article X in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Article X shall continue notwithstanding that the person has ceased to be a director or officer of the Bank and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

(b) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Bank within 60 days after receipt by the Bank of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Bank to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Bank (including its Board of Directors or any committee thereof, independent legal counsel, or shareholders) to make a determination concerning the permissibility of such indemnification under this Article X shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Bank.

(c) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the MBCA or applicable federal banking laws and regulations, including without limitation, 12 U.S.C. Section 1828(k) and the regulations issued thereunder by the FDIC.

Section 8 Non-Exclusivity of Rights. The rights to indemnification and to advancement of Expenses set forth in this Article X shall not be exclusive of any other right which any Director, Officer,

or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Articles of Incorporation or these By-laws, agreement, vote of shareholders or Disinterested Directors or otherwise.

Section 9 Insurance. The Bank may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Bank or any such Director, Officer or Non-Officer Employee, or arising out of any such person's Corporate Status, whether or not the Bank would have the power to indemnify such person against such liability under the MBCA or the provisions of this Article X.

Other Indemnification. The Bank's obligation, if any, to indemnify or provide advancement of Expenses to any person under this Article X as a result of such person serving, at the request of the Bank, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "**Primary Indemnitor**"). Any indemnification or advancement of Expenses under this Article X owed by the Bank as a result of a person serving, at the request of the Bank, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

## **ARTICLE XI EMERGENCY PREPAREDNESS**

In the event of an emergency in the conduct of the business of the Bank resulting from a catastrophic event (each such event, for purposes of this Article XI, an "**emergency**"):

Section 1 The officers and employees of the Bank shall continue to conduct the business of the Bank under such guidance from the Board of Directors as may be available, except as to matters which by statute require specific approval of the Board of Directors, and subject to any directive of duly constituted authority during emergency.

Section 2 In the absence or disability of any officer, or upon the refusal of any officer to act, the Board of Directors may delegate for the time being that officer's powers and duties to any other officer or director.

Section 3 In the event of an emergency so severe as to prevent the conduct and management of the business of the Bank by the Board of Directors and the officers as contemplated by these by-laws, any two or more available directors shall constitute an interim Executive Committee for the full conduct and management of the business of the Bank, subject to such regulations as the Board of Directors may from time to time adopt for emergency preparedness, until such time as the interim Executive Committee determines that the Bank can resume the conduct and management of the business of the Bank in the manner contemplated by the by-laws.

Section 4 If, as a consequence of an emergency, the President of the Bank cannot be located or is unable to assume and continue his or her normal executive duties, then his or her powers and duties shall, without further action of the Board of Directors, be assumed by one of the following officers in the seniority set forth:

- (a) Executive Vice President

- (b) Senior Vice Presidents (in order of seniority)
- (c) Treasurer

The officer so assuming the powers and duties of the President shall continue to serve until the majority of the available directors certify in writing that either he or she is unable to serve longer in that capacity or an officer senior to him or her is available to assume the powers and duties of the President.

Section 5 If, as a consequence of an emergency, the Treasurer of the Bank cannot be located or is unable to assume and continue his or her normal duties, then the powers and duties of the Treasurer shall, without further action of the Board of Directors, be assumed by one of the following officers in the seniority set forth:

- (a) President
- (b) Executive Vice President
- (c) Senior Vice Presidents (in order of seniority)
- (d) Assistant Treasurer or Comptroller.

The officer so assuming the powers and duties of the Treasurer shall continue to serve until the majority of the available directors certify in writing that either he or she is unable to serve longer in that capacity or an officer senior to him or her is available to assume the powers and duties of the Treasurer

Anyone dealing with the Bank may accept a certificate of two or more officers that a specified individual is the acting Treasurer hereunder and rely upon that certificate to remain in full force and effect until modified or cancelled by a certificate of change signed by three officers of the Bank.

Section 6 If during such emergency, or as a consequence thereof, the business of the Bank cannot be conducted and managed at its principal office, business may be conducted and managed at such temporary location or locations as may be designated by the Board of Directors or by its interim Executive Committee for which provision is made above; and the business of the Bank shall be returned from the temporary location or locations to the principal office of the Bank as soon as practicable.

## **ARTICLE XII AMENDMENT**

The By-laws of the Bank may be amended at any time by the affirmative vote of a majority of the entire Board of Directors, subject to repeal, change or adoption of any contravening or inconsistent provision only by vote of the holders of at least two-thirds of all the shares entitled to vote on the matter at a meetings expressly called for that purpose.

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## **Exhibit 4.1**

Description of Capital Stock of Northeast Bank

## DESCRIPTION OF BANK CAPITAL STOCK

*On May 15, 2019, Northeast Bancorp (the “Company”) and Northeast Bank (the “Bank”) completed a corporate reorganization pursuant to which the Company merged with and into the Bank, with the Bank continuing as the surviving entity (the “Reorganization”). At the effective time of the Reorganization (the “Effective Time”), each share of the Company’s voting common stock, par value \$1.00 per share (“Company Voting Common Stock”), outstanding immediately prior to the Effective Time was converted into the right to receive one share of the Bank’s voting common stock (“Bank Voting Common Stock”); and each share of the Company’s non-voting common stock, par value \$1.00 per share (“Company Non-Voting Common Stock”), outstanding immediately prior to the Effective Time was converted into the right to receive one share of the Bank’s non-voting common stock, par value \$1.00 per share (“Bank Non-Voting Common Stock”). The following summary description of the material features of the Bank’s capital stock is qualified in its entirety by reference to the applicable provisions of Maine law and by the Amended and Restated Articles of Incorporation of the Bank and the Amended and Restated Bylaws of the Bank.*

The rights of shareholders of the Bank are governed by Maine law, certain federal laws governing banks, and the Bank’s Amended and Restated Articles of Incorporation and Amended and Restated Bylaws. Copies of the Bank’s governing documents have been filed with the Federal Deposit Insurance Corporation (“FDIC”).

### Authorized Capital Stock

The authorized capital stock of the Bank consists of 29,000,000 shares, of which 25,000,000 shares, \$1.00 per value per share, are designated as voting common stock, referred to as Bank Voting Common Stock; 3,000,000 shares, \$1.00 per value per share, are designated as non-voting common stock, referred to as Bank Non-Voting Common Stock; and 1,000,000 shares, \$1.00 par value, are designated as preferred stock. Shares of Bank Non-Voting Common Stock have all of the same rights and preferences as shares of Bank Voting Common Stock, provided, however, that the shares of Bank Non-Voting Common Stock do not have voting rights, subject to certain limited exceptions. The Bank Voting Common Stock, together with the Bank Non-Voting Common Stock, shall be referred to herein as the “Bank Common Stock”.

The authorized but unissued shares of capital stock of the Bank are available for future issuances without shareholder approval, subject to certain exceptions, and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital and employee benefit plans. Future issuances of shares of capital stock of the Bank are subject to the approval of the Maine Bureau of Financial Institutions (“MBFI”). Any such future issuances could be dilutive to shareholders at the time of the issuance. Offers and sales of capital stock of the Bank are exempt from the registration requirements of the Securities Act of 1933, as amended. The existence of authorized but unissued and unreserved shares of capital stock could also render more difficult or discourage an attempt to obtain control of the Bank by means of a proxy contest, tender offer, merger or otherwise.

### Bank Voting Common Stock

**General.** Each share of Bank Voting Common Stock has the same relative rights as, and is identical in all respects to, each other share of Bank Voting Common Stock. Shares of Bank Voting Common Stock are traded on NASDAQ under the ticker symbol “NBN.” The transfer agent for Bank Voting Common Stock is Computershare, which has its principal office at 250 Royall Street, Canton, Massachusetts 02021.

**Voting Rights.** Shares of Bank Voting Common Stock possess all voting power for the election of the Bank’s directors and other matters requiring shareholder action. Holders of shares of Bank Voting Common Stock are entitled to one vote per share on matters to be voted on by shareholders and, in general, at a meeting at which a quorum is present, a majority of votes cast with respect to a matter is sufficient to authorize action upon routine matters. Directors are elected by a plurality of the votes cast, and shareholders do not have the right to accumulate their votes in the election of directors.

### Bank Non-Voting Common Stock

**General.** Each share of Bank Non-Voting Common Stock has the same relative rights as, and is identical in all respects to, each other share of Bank Non-Voting Common Stock. The Bank Non-Voting Common Stock currently is not traded or quoted on any securities exchange.



**Voting; Rights and Privileges.** The shares of Bank Non-Voting Common Stock are non-voting, except that they are entitled to vote as a class on matters that could adversely affect the shares of Bank Non-Voting Common Stock, as specified in the Amended and Restated Articles of Incorporation. In addition, shares of Bank Non-Voting Common Stock are entitled to vote on certain limited matters provided by law, including, without limitation, 12 C.F.R. § 225.2(q)(2) and Section 1004(1) of the Maine Business Corporation Act (the “MBCA”) (or any successor provision). Bank Non-Voting Common Stock in all other respects carries the same rights and privileges as Bank Voting Common Stock (as discussed above) and is treated the same as Bank Voting Common Stock (including in any merger, consolidation, share exchange or other similar transaction).

**Conversion; Limitations on Transfer.** Shares of Bank Non-Voting Common Stock shall automatically convert into shares of Bank Voting Common Stock solely upon a transfer of such shares of Bank Non-Voting Common Stock to a transferee that is not an affiliate of the transferor for purposes of the Bank Holding Company Act or the Change in Bank Control Act (the “Control Regulations”).

Shares of Bank Non-Voting Common Stock may be transferred solely where such transfer is made (i) to an affiliate of the transferor of such Bank Non-Voting Common Stock for purposes of the Control Regulations, (ii) in a widespread public distribution, (iii) to a transferee that holds or controls more than 50% of any class of voting securities of the Bank (excluding any shares being transferred to such transferee), or (iv) in one or more transactions in which no transferee (or group of transferees whose ownership of the Bank’s securities must be aggregated for purposes of the Control Regulations) receives ownership or control of such securities for purposes of the Control Regulations representing 2% or more of any class of the Bank’s voting securities.

If, at any time a shareholder that is subject to the Bank Holding Company Act or is directly or indirectly “controlled” by a company that is subject to the Bank Holding Company Act holds any Bank Voting Common Stock that, together with the Bank Voting Common Stock of any parties whose Bank Voting Common Stock must be aggregated with those of such entity for purposes of the Bank Holding Company Act, would otherwise represent 10% or more of the total outstanding shares of Voting Common Stock, then the shares of Bank Voting Common Stock in excess of 9.99% of the total number of outstanding shares of Bank Voting Common Stock shall be automatically converted into Bank Non-Voting Common Stock.

#### **Rights Applicable to Bank Voting Common Stock and Bank Non-Voting Common Stock**

**Dividends.** Subject to federal and state banking law and regulation, the Bank’s board of directors may, from time to time, declare, and the Bank may pay, dividends on its outstanding shares of Bank Common Stock. The holders of Bank Common Stock are entitled to share ratably in dividends when and as declared by the board of directors out of funds legally available therefor and subject to right or preferences of any outstanding preferred stock.

The payment of dividends or distributions by the Bank is subject to the restrictions set forth in the MBCA applicable to the declaration of dividends or distributions by a Maine corporation. The payment of dividends or distribution by the Bank is also subject to the restrictions set forth in Maine’s financial institutions laws and the regulations promulgated by the FDIC and the MBFI.

**No Preemptive Rights; Redemption and Assessment.** Holders of shares of Bank Common Stock are not entitled to preemptive rights with respect to any shares of Bank Common Stock that may be issued in the future. Shares of Bank Common Stock are not subject to redemption or any sinking fund. All outstanding shares of Bank Common Stock are duly authorized, validly issued, fully paid and nonassessable.

#### **Preferred Stock**

The board of directors of the Bank is empowered to authorize the issuance, in one or more series, of shares of preferred stock at such times, for such purposes and for such consideration as it may deem advisable without shareholder approval and to fix the designations, voting, conversion, preference and other relative rights, qualifications and limitations of any such series of preferred stock.

The Bank board of directors, without shareholder approval, may authorize the issuance of one or more series of preferred stock with voting and conversion rights which could adversely affect the voting power of shares of Bank Voting Common Stock and, under certain circumstances, discourage an attempt by others to gain control of the Bank.

The creation and issuance of any series of preferred stock, and the relative rights, designations and preferences of such series, if and when established, will depend upon, among other things, the future capital needs of the Bank, then existing market conditions and other factors that, in the judgment of the Bank's board of directors, might warrant the issuance of preferred stock.

## **Board of Directors**

**Size of Board of Directors.** The Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Bank provide that the number of directors of the Bank may be set by the board of directors, provided that the total number of directors will not be fewer than five. Currently, the board of directors of the Bank consists of seven directors.

**Classified Board.** The Amended and Restated Articles of Incorporation of the Bank provide for a classified board of directors, with the directors being divided into three classes, as nearly equal in number as reasonably possible. At each annual meeting of shareholders, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of shareholders after their election.

The provision of the Amended and Restated Articles of Incorporation of the Bank providing for classification of the Bank's board of directors into three (3) separate classes may have certain anti-takeover effects. For example, at least two annual meetings of shareholders may be required for the shareholders to replace a majority of the directors serving on the Bank's board of directors.

**Vacancies.** Under the Amended and Restated Articles of Incorporation of the Bank, any vacancy on the Bank's board of directors shall be filled solely and exclusively by a majority of the directors then in office, even if less than a quorum is present. Any director so chosen will hold office for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Bank's board of directors for the remainder of the full term of the class of directors in which the new directorship was created.

**Removal of Directors.** The Amended and Restated Bylaws of the Bank provide that, at a meeting of shareholders called expressly for such purpose, any director may be removed by the affirmative vote of the holders of 75% of the shares entitled to vote or, if removal is for "cause", by the majority of the shares entitled to vote. The Amended and Restated Articles of Incorporation of the Company limit "cause" to final adjudication by a court of competent jurisdiction that the director is (i) liable for negligence or misconduct in the performance of his duty, (ii) guilty of a felony conviction or (iii) has failed to act or has acted in a manner which is in derogation of the director's duties.

## **Anti-Takeover Provisions**

Certain provisions of the MBCA, federal and state banking laws, and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Bank may discourage attempts to acquire control of the Bank that the majority of the bank's shareholders may determine was in their best interest. The provisions also may render the removal of one or all directors more difficult or deter or delay corporate changes of control that the Bank board of directors does not approve.

## **Special Meeting of Shareholders**

The Amended and Restated Bylaws of the bank provide that special meetings of the Bank's shareholders may be called only by (i) the Chairman of the board of directors, (ii) the president, (iii) a majority of the board of directors, or (iv) upon the written request of the holders of at least twenty-five percent (25%) of the shares entitled to vote at the meeting. The existing Bylaws of the Company also permitted special meetings of the Company's shareholders to be called by any vice-president of the Company.

## **Advance Notice Requirements for Director Nominations**

Under the Amended and Restated Bylaws of the Bank, shareholder proposals may be brought before an annual meeting if such proposal is provided in writing to the Bank not later than the close of business on the 90th day nor earlier than the 120th day prior to the one-year anniversary of the preceding year's annual meeting. If an annual meeting is first convened more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting was held in the preceding

year, written notice must be received by the Bank not later than the close of business on the later of the 90th day prior to the scheduled meeting or the 10th day following the day on which public announcement of such meeting date is first made. The shareholder's written notice must contain detailed information relating to the proposal or proposals, as well as information relating to the shareholder submitting such proposal or proposals and certain related persons, as described in Article I, Section 6 of the Amended and Restated Bylaws.

### **Amendments to the Bank's Articles of Incorporation and Bylaws**

The Amended and Restated Articles of Incorporation of the Bank may be amended by the affirmative vote of the holders of at least two-thirds of all shares entitled to vote for the election of directors.

The Amended and Restated Bylaws of the Bank may be amended by the majority of the entire board of directors, subject to repeal or change by a vote of the holders of two-thirds of the shares entitled to vote on the matter at a meeting expressly called for such purpose.

Amendments to the Amended and Restated Articles of Incorporation or Amended and Restated Bylaws of the Bank are subject to any applicable notice periods of or approval by the FDIC or the MBFI. Amendments to the existing Articles of Incorporation or Bylaws of the Company are not subject to similar regulatory approvals.

### **Indemnification of Directors, Officers and Employees**

Under the Amended and Restated Bylaws of the Bank, the Bank shall indemnify any director or officer against all expenses and liabilities incurred or paid by such director or officer in connection with any proceeding, or any claim, issue or matter in such proceeding, which such director or officer is, or is threatened to be made a party to or participant in by reason of such director or officer's service as an officer or director of the Bank or as a partner, trustee, officer, employee or agent of any other entity if serving at the Bank's request ("corporate status") if such director or officer acted in good faith and in a manner reasonably believed, in the case of conduct in such person's official capacity, to be in the best interests of the Bank or, in all other cases, that such person's conduct was not opposed to the best interests of the Bank and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The Bank shall not, however, indemnify any director or officer with respect to any liability for conduct for which such director or officer was adjudged liable on the basis that he or she received a financial benefit to which he or she was not entitled, whether or not involving action in such director or officer's official capacity.

In addition, the Bank shall indemnify any director or officer with respect to any derivative action, by or in the right of the Bank, against expenses (including attorneys' fees) incurred by such person, provided that the person acted in good faith and in a manner reasonably believed, in the case of conduct in such person's official capacity, to be in the best interests of the Bank or, in all other cases, that such person's conduct was not opposed to the best interests of the Bank. The Bank shall not, however, indemnify any person with respect to any claim, issue or matter as to which that person is finally adjudged by a court of competent jurisdiction to be liable to the Bank unless, and only to the extent that, another court in which such proceeding was brought determines that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

Under the Amended and Restated Bylaws, the Bank may, at the discretion of its board of directors, indemnify any non-officer employee with respect to any proceeding, or any claim, issue or matter in such proceeding, which such non-officer employee is, or is threatened to be made a party to or participant in by reason of such non-officer employee's corporate status, provided that the person acted in good faith and in a manner reasonably believed, in the case of conduct in such person's official capacity, to be in the best interests of the Bank or, in all other cases, that such person's conduct was not opposed to the best interests of the Bank and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The Amended and Restated Bylaws provide that any indemnification shall be made by the Bank only as authorized in the specific case upon a determination that indemnification of the director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct described above, as determined by (i) a majority vote of the disinterested directors, (ii) a majority of a committee comprised of disinterested directors, such committee having been designated by a majority vote of the disinterested directors, (iii) if there are fewer than two such disinterested directors, or if a

majority of disinterested directors so directs, by independent legal counsel in a written opinion, or (iv) by the Bank's shareholders.

The Amended and Restated Bylaws provide that the Bank shall advance all expenses incurred by or on behalf of any director in connection with any proceeding in which such director is involved by reason of such director's corporate status within 30 days after the receipt by the Bank of a written statement from such director requesting such advance, whether prior to or after final disposition of such proceeding. Such statement or statements shall reasonably evidence the expenses incurred by such director and shall be preceded or accompanied by (i) a written affirmation of such director's good faith belief that he or she has met the relevant standard of conduct and (ii) an undertaking by or on behalf of such director to repay any expenses so advanced if it shall ultimately be determined that such director is not entitled to be indemnified against such expenses.

The Amended and Restated Bylaws also provide that the Bank may, at the discretion of the Bank's board of directors, advance any or all expenses incurred by or on behalf of any officer or any non-officer employee in connection with any proceeding in which such person is involved by reason of his or her corporate status as an officer or non-officer employee upon the receipt by the Bank of a statement from such officer or non-officer employee requesting such advance or advances from time to time, whether prior to or after final disposition of such proceeding. Such statement shall reasonably evidence the expenses incurred by such officer or non-officer employee and shall be preceded or accompanied by (i) a written affirmation of such officer's or non-officer employee's good faith belief that he or she has met the relevant standard of conduct and (ii) an undertaking by or on behalf of such person to repay any expenses so advanced if it shall ultimately be determined that such officer or non-officer employee is not entitled to be indemnified against such expenses.

#### **Elimination of Certain Liabilities of Directors**

Pursuant to the Amended and Restated Articles of Incorporation of the Bank, a director of the Bank shall not be personally liable to the corporation or its shareholders for money damages for any actions taken, or failure to take action, as a director, except for liability for: (i) the amount of a financial benefit received by a director to which he is not entitled; (ii) an intentional infliction of harm on the Bank or its shareholders; (iii) a violation of Section 833 of the MBCA; or (iv) an intentional violation of criminal law.

#### **Bank Common Stock Not Insured by the FDIC**

The shares of Bank Common Stock are not deposit or savings accounts and are not insured or guaranteed by the FDIC or any other government agency.

**Exhibit 99.1**

Press Release dated May 16, 2019

**FOR IMMEDIATE RELEASE**



**For More Information:**

Richard Wayne, Chief Executive Officer  
Northeast Bank, 500 Canal Street, Lewiston, ME 04240  
207.786.3245 ext. 3203  
[www.northeastbank.com](http://www.northeastbank.com)

**Northeast Bancorp and Northeast Bank Complete Corporate Reorganization**

Lewiston, ME (May 16, 2019) – Northeast Bancorp (the “Company”) and Northeast Bank (the “Bank”) today announced that they have closed the previously announced merger of the Company with and into the Bank, with the Bank continuing as the surviving entity (the “Reorganization”). As a result of the Reorganization, the Company’s bank holding company structure was eliminated and the Bank is now the top-level company in the organization.

At the effective time of the Reorganization, each outstanding share of voting and non-voting common stock of the Company, par value \$1.00 per share, respectively, was canceled and converted into the right to receive one share of voting and non-voting common stock, respectively, of the Bank. As a result, the shares of the Bank’s common stock will be owned directly by the Company’s shareholders in the same proportion as their ownership of the Company’s common stock immediately prior to the Reorganization.

As a result of the Reorganization, the Bank is now a publicly-traded company listed on the NASDAQ Global Market (“NASDAQ”) and will trade, beginning on May 16, 2019, under the same ticker symbol formerly used by the Company, “NBN.” The Bank’s common stock also will be registered under the Securities Exchange Act of 1934 (the “Exchange Act”), which vests the Federal Deposit Insurance Corporation (the “FDIC”) with the power to administer and enforce certain sections of the Exchange Act applicable to banks. Following the Reorganization, the Bank will file periodic and current reports and other materials required by the Exchange Act with the FDIC, and the Company will no longer file these reports and materials with the Securities and Exchange Commission (the “SEC”). Such reports will be available to the public on the FDIC’s Securities Exchange Act Filings System at [www.FDIC.gov](http://www.FDIC.gov) and on our website at [www.northeastbank.com](http://www.northeastbank.com).

The Bank has the same board of directors following the Reorganization as the Company had immediately prior to the Reorganization, and the executive officers of the Company immediately prior to the Reorganization continue to hold the same positions and titles at the Bank following the Reorganization.

**About Northeast Bank**

Northeast Bank (NASDAQ: NBN) is a full-service bank headquartered in Lewiston, Maine. We offer personal and business banking services to the Maine market via ten branches. Our Loan Acquisition and Servicing Group purchases and originates commercial loans on a nationwide basis and our SBA Division supports the needs of growing businesses nationally. ableBanking, a division of Northeast Bank, offers online savings products to consumers nationwide. Information regarding Northeast Bank can be found at [www.northeastbank.com](http://www.northeastbank.com).

**Forward-Looking Statements**

Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, and are intended to be covered by the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Although the Bank believes that these forward-looking statements are based on reasonable estimates and assumptions,

they are not guarantees of future performance and are subject to known and unknown risks, uncertainties, and other factors. You should not place undue reliance on our forward-looking statements. You should exercise caution in interpreting and relying on forward-looking statements because they are subject to significant risks, uncertainties and other factors which are, in some cases, beyond the Bank's control. These factors may include, but are not limited to, the possibility that any of the anticipated benefits of the Reorganization will not be realized or will not be realized as expected; the impact of all other factors generally understood to affect the assets, business, cash flows, financial condition, liquidity, prospects and/or results of operations of financial services companies; and the other risks and uncertainties detailed in the Company's Annual Report on Form 10-K and updated by the Company's Quarterly Reports on Form 10-Q and other filings submitted to the SEC. These statements speak only as of the date of this release and the Bank does not undertake any obligation to update or revise any of these forward-looking statements to reflect events or circumstances occurring after the date of this communication or to reflect the occurrence of unanticipated events.

*NBN-F*