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

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): January 24, 2024

NORTHEAST BANK

(Exact name of registrant as specified in its charter)

Maine

(State or other jurisdiction of
incorporation)

01-0029040

(IRS Employer Identification
No.)

**27 Pearl Street
Portland, Maine**

(Address of principal executive
offices)

04101

(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 Exchange Act:

Title of each class	Trading Symbol(s)	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.

Item 5.02 Departure of Directors or Certain Officers, Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c) Appointment of Chief Financial Officer

On January 24, 2024, Northeast Bank (the “Bank”) announced the hiring of Richard Cohen, who will be appointed as Chief Financial Officer of the Bank, effective February 1, 2024.

Mr. Cohen, 51, was the founder and Chief Executive Officer of Grey Matter Thinking, a professional services business that has specialized in banking since 2008. Prior to that, he was a Partner in KPMG’s Financial Services Practice in Johannesburg and subsequently in London. Mr. Cohen holds two Bachelors’ degrees and one Master’s degree in Commerce, as well as a Postgraduate Diploma in Accounting. He is a qualified Chartered Accountant (CA(SA)), and a CFA Charterholder.

Pursuant to a letter agreement entered into between the Bank and Mr. Cohen in connection with his employment as the Bank’s Chief Financial Officer (the “Letter Agreement”), Mr. Cohen will receive (i) an annual base salary of \$350,000, (ii) an immediate bonus of \$75,000 with respect to the first 24 months of employment, (iii) a minimum bonus of \$250,000 for the first twelve months of employment, payable in equal installments in August 2024 and January 2025, and (iv) an award of 10,000 shares of restricted voting common stock vesting over three years in equal installments at the end of year two and year three. In addition to the Letter Agreement, Mr. Cohen and the Bank also entered into a standard form of confidential information, non-solicitation and cooperation agreement. The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

No family relationship exists between Mr. Cohen and any of the Bank’s directors or executive officers. There are no arrangements or understandings between Mr. Cohen and any other person pursuant to which Mr. Cohen was selected as an officer of the Bank, nor are there any transactions to which the Bank is or was a participant and in which Mr. Cohen had or will have a direct or indirect material interest subject to disclosure under Item 404(a) of Regulation S-K. Prior to the appointment of Mr. Cohen as Chief Financial Officer, the Bank paid approximately \$25,000 to Mr. Cohen for consulting services provided to the Bank prior to his employment at the Bank.

A copy of the related press release, which the Bank issued on January 24, 2024, is attached as Exhibit 99.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibit.

The following exhibits are being filed herewith:

Exhibit No.	Description
10.1	Letter Agreement between Northeast Bank and Richard Cohen, dated January 17, 2024.
99.1	Northeast Bank press release, dated January 24, 2024.

SIGNATURE

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

Northeast Bank

By: /s/ Richard Wayne

Richard Wayne

President & Chief Executive Officer

Date: January 24, 2024



January 12, 2024

Richard Cohen

It is my pleasure to extend to you this offer of employment with Northeast Bank (the "Bank"). On behalf of the Bank, I set forth below the terms of your employment:

1. **Employment.** You will be employed to serve on a full-time basis as a Chief Financial Officer starting on January 16, 2024, as may be extended by mutual agreement (the "Start Date"). You shall have all duties and responsibilities consistent with the position of Chief Financial Officer. You agree to devote your full business time, best efforts, skills, knowledge, attention, and energies to the advancement of the Bank's business and interests and to the performance of your duties and responsibilities as an employee of the Bank. You agree to abide by the rules, regulations, instructions, personnel practices and policies of the Bank and any changes therein that may be adopted from time to time by the Bank.
2. **Base Salary.** Your annualized base salary will be \$350,000 less all applicable taxes and withholdings, to be paid in installments in accordance with the Bank's regular payroll practices. Such base salary may be increased from time to time in accordance with normal business practices and in the sole discretion of the Bank.
3. **Signing Bonus.** You will receive a signing bonus in the amount of \$75,000 less all applicable taxes and withholding, such signing bonus payable within two weeks of the Start Date. If, within two years of your Start Date, you (i) voluntarily terminate your employment (other than by reason of death or disability) or (ii) are terminated for Cause, you agree to pay the signing bonus back to the Bank. As used herein, Cause shall have the meaning described on attached Exhibit A.
4. **Bonus.** In both August 2024 and August 2025, notwithstanding the minimum set out below, you will receive a bonus in accordance with the normal bonus practices of the Bank. Thus, the presence of this minimum will not influence how you are assessed for a bonus in each year, but merely sets a minimum level thereof for the first twelve months of your employment. Subject to the last sentence of this paragraph, you will receive a minimum bonus of \$250,000 (less all applicable taxes and withholdings) for the period from the Start Date through December 31, 2024, which will be payable as follows:
 - (i) For the FY24 bonus cycle (for the approximate sixth month period ending on June 30, 2024), in the event that you have not qualified for a higher bonus for that period, a minimum of \$125,000 (less all applicable taxes and withholdings), payable in August 2024,
 - (ii) For the FY25 bonus cycle (for the twelve-month period ending on June 30, 2025), a payment of \$125,000 (less all applicable taxes and withholdings), payable in January 2025. In calculating the total FY25 bonus payment, such final amount will be reduced by the \$125,000 that was paid in January 2025 but absent any Clawback or other regulatory

requirement, you shall not be required to return any of the \$250,000 bonus previously paid to you, and

- (iii) You must be an active employee of the Bank on the date the bonus is distributed in order to be eligible for and to earn any bonus, as it also serves as an incentive to remain employed by the Bank.
- 5. Equity. You will be awarded 10,000 (ten thousand) shares of Northeast Bank voting common stock pursuant to the Northeast Bank Amended and Restated 2021 Amended and Restated Stock Option and Incentive Plan. Restrictions on these shares shall lapse over three years with fifty percent (50%) vesting at the end of year two and fifty percent (50%) vesting at the end of year three and be subject to such other terms and conditions as determined by the Compensation Committee of Northeast Bank.
- 6. Benefits. You may participate in any and all of the Bank's benefit programs, provided that you are eligible under and subject to all provisions of the plan documents that govern those programs. Benefits are subject to change at any time in the Bank's sole discretion.
- 7. Vacation. You will be eligible for a maximum of four (4) weeks of paid vacation per calendar year to be taken at such times as may be approved in advance by the Bank. Vacation accrual and usage will be in accordance with Bank policy.
- 8. Non-Disclosure, Non-Solicitation and Cooperation. You will be required to execute the attached Non-Disclosure, Non-Solicitation and Cooperation Agreement as a condition of employment.
- 9. Proof of Legal Right to Work. You agree to provide to the Bank, within three (3) days of your date of hire, documentation proving your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need a work visa in order to be eligible to work in the United States. If that is the case, your employment with the Bank will be conditioned upon your obtaining a work visa in a timely manner as determined by the Bank.
- 10. At-Will Employment. This letter shall not be construed as an agreement, either express or implied, to employ you for any stated term, and shall in no way alter the Bank's policy of employment at-will, under which both the Bank and you remain free to end the employment relationship for any reason, at any time, with or without cause or notice. Although your job duties, title, compensation, and benefits, as well as the Bank's personnel policies and procedures, may change from time to time, the "at-will" nature of your employment may only be changed by a written agreement signed by you and the Chief Executive Officer of the Bank which expressly states the intention to modify the at-will nature of your employment. This letter supersedes all prior understandings, whether written or oral, relating to the terms of your employment.
- 11. No Conflict. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with or carrying out your responsibilities for the Bank, or which is in any way inconsistent with the terms of this offer letter.
- 12. Outside Business Interests.
 - a. While employed by the Bank, you will not engage in any competitive business or operations.
 - b. Within 30 days of the Start Date, and except as provided in paragraph 12.c. following, you shall resign from and not accept, while an employee of the Bank, a position as a director, officer, employee, advisor, or consultant of any other business or company, in whatever form without prior consent, which consent shall be in the sole and absolute discretion of the Bank.

- c. Within 90 days of the Start Date, you shall resign from and not accept, while an employee of the Bank, a position as a director, officer, employee, advisor, or consultant of Grey Matter Thinking and Grey Matter Solutions, both South African companies and affiliates, if any (collectively "Grey Matter"). During such 90-day period, you may spend up to three weeks extricating yourself from Grey Matter, provided you are able to fulfill your obligations and responsibilities as the Bank's CFO.
- d. The Bank acknowledges that you will continue to hold various passive equity interests including those in Grey Matter, DocFox, Inc., Smart About Health, Bitfund and LexNxt.

13. Choice of Law. This letter agreement shall be interpreted and construed by the laws of the State of Maine, without regard to conflict of laws' provisions. You hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the State of Maine, or if appropriate, a federal court located in Maine (which courts, for purposes of this letter agreement, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this letter agreement or the subject matter hereof. If this letter correctly sets forth the terms under which the Bank will employ you, please electronically sign this letter. Please review the attached copy of the Non-Disclosure, Non-Solicitation and Cooperation Agreement, as you will be required to sign this document on your first day.

Sincerely,

By: Heidi Jacques
Heidi Jacques
SVP, Director of Human Resources

The foregoing correctly sets forth the terms of my at-will employment with Northeast Bank. I am not relying on any representations other than those set forth above.

Richard Cohen
Richard Cohen

01/17/2024
Date

Exhibit A

Definition of Cause

For purposes of this Agreement, "Cause" for termination shall be deemed to exist upon (a) your continued non-performance, under-performance or neglect of your duties hereunder (other than by reason of your physical or mental illness, incapacity or disability) following written notice of such non-performance, under-performance or neglect; (b) your violation of any Bank policy or rule or of any criminal or civil law or regulation relating to the performance of your duties or having the potential to negatively impact the Bank or its reputation; (c) a good faith finding by the Bank that you engaged in deliberate dishonesty with regard to the Bank, its employees or customers/prospective customers; (d) an intentional act of insubordination; (e) your loss of any license required to perform your duties; (f) a material violation of any agreement you have signed with the Bank, including but not limited to any non-compete, non-solicitation or confidentiality agreement; (g) your failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Bank to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

FOR IMMEDIATE RELEASE



For More Information:

Rick Wayne, Chief Executive Officer
Northeast Bank
27 Pearl Street, Portland, ME 04101
207.786.3245 ext. 3203
www.northeastbank.com

**Northeast Bank Announces Appointment of
Chief Financial Officer**

Portland, ME (January 24, 2024) - Northeast Bank (the “Bank”) (NASDAQ: NBN), announced today the hiring of Richard Cohen, who will be appointed as Chief Financial Officer of the Bank, effective February 1, 2024. Mr. Cohen will succeed Chief Financial Officer Jean-Pierre Lapointe upon his departure from the Bank.

Mr. Cohen, 51, joins the Bank directly from Grey Matter Thinking, a professional services business that has specialized in banking since 2008, where he was the founder and Chief Executive Officer. Prior to that, he was a Partner in KPMG’s Financial Services Practice in Johannesburg and subsequently in London. Mr. Cohen holds two Bachelors’ degrees and one Master’s degree in Commerce, as well as a Postgraduate Diploma in Accounting. He is a qualified Chartered Accountant (CA(SA)), and a CFA Charterholder.

Northeast Bank President and Chief Executive Officer Rick Wayne said “Richard’s impressive background and breadth of experience in the financial services industry will make him a great fit for Northeast Bank. We welcome him to our team and look forward to his contributions to the Bank.”

About Northeast Bank

Northeast Bank (NASDAQ: NBN) is a full-service bank headquartered in Portland, Maine. We offer personal and business banking services to the Maine market via seven branches. Our National Lending Division purchases and originates commercial loans on a nationwide basis. ableBanking, a division of Northeast Bank, offers online savings products to consumers nationwide. Information regarding Northeast Bank can be found at www.northeastbank.com.

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