

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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OF
THE SECURITIES EXCHANGE ACT OF 1934**

August 24, 2016

Date of Report (Date of earliest event reported)

TOWNE BANK

(Exact name of registrant as specified in its charter)

Virginia

(State or other jurisdiction of
incorporation)

35095

(FDIC Insurance Cert. No.)

54-1910608

(IRS Employer Identification
No.)

5716 High Street, Portsmouth, Virginia
(Address of principle executive offices)

23703
(Zip Code)

(757) 638-7500

(Registrant's telephone number, including area code)

No Change

(Former name or former address, if changed since last report)

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:

- 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))

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On August 24, 2016, the Company entered into an Amended and Restate Split Dollar Life Insurance Agreement, made effective as of June 30, 2016 (the “Amended Agreement”), with the trustees of two separate irrevocable trusts (the “Trusts”) established by Mr. G. Robert Aston, Jr., Chairman and Chief Executive Officer of the Company, for the benefit of certain family members. The Amended Agreement amends and supersedes the original Split Dollar Life Insurance Agreement, dated as of April 8, 2016 (the “Original Agreement”), which was described in the Company’s Current Report on Form 8-K filed on April 11, 2016. The following description of the Amended Agreement is qualified in its entirety by reference to the Amended Agreement, which is included as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

The parties have agreed that the \$10 million life insurance policy that was the subject of the Original Agreement shall be divided into two separate policies, the first of which will have a face amount of \$6.7 million (the “Split Dollar Policy”) and the second of which will have a face amount of \$3.3 million (the “Key Man Policy”). The Split Dollar Policy will be subject to the terms and conditions of the Amended Agreement. The Key Man Policy will not be subject to the Amended Agreement, and all title, rights and interests in the Key Man Policy will remain with the Company.

Similar to the Original Agreement, upon the death of Mr. Aston the death benefits of the Split Dollar Policy will be divided and paid as follows. The Company will be entitled to an amount equal to the greater of (i) the cumulative premiums paid by the Company as of the date of death, (ii) the Split Dollar Policy’s cash value determined as of the date to which the premiums are paid, less any indebtedness and interest on such indebtedness, or (iii) \$1.7 million (which was \$5 million when there was a single \$10 million policy) of the death benefits of the Policy (the “Company’s Death Benefits”). The Trusts will share in the difference between the death benefits of the Split Dollar Policy and the Company’s Death Benefits. The Company and the Trusts will share in any interest due on the death benefits of the Split Dollar Policy based on the amount by which their respective share of the death benefits bears to the total death benefits, excluding any such interest.

The death benefits payment to the Trusts will vest in equal annual increments beginning on July 1, 2017 and ending on July 1, 2019 based on the continuous employment of Mr. Aston with the Company. The three year vesting schedule will be accelerated in full and the death benefits payable to the Trusts will be fully vested upon the occurrence of the earlier of (1) a change in control (as defined in the Amended Agreement) of the Company, (2) the termination of Mr. Aston’s employment with the Company without cause, or (3) the permanent disability or death of Mr. Aston.

The Split Dollar Agreement will remain in effect until Mr. Aston’s death and the payment of the death benefits under the policy, unless earlier terminated as provided in the Split Dollar Agreement.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) *Exhibits.*

The following exhibit is filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amended and Restated Split Dollar Life Insurance Agreement, dated as of August 24, 2016, entered into between TowneBank and the trustees of two separate irrevocable life insurance trusts established by Mr. G. Robert Aston, Jr., Chairman and Chief Executive Officer of the Company, for the benefit of certain family members.

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 thereunto duly authorized.

TOWNE BANK
(Registrant)

/s/ Clyde E. McFarland, Jr.
Clyde E. McFarland, Jr.
Senior Executive Vice President &
Chief Financial Officer

Date: August 29, 2016

EXHIBIT INDEX

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TOWNEBANK
AMENDED AND RESTATED
SPLIT DOLLAR LIFE INSURANCE AGREEMENT

Insurer: The Lincoln National Life Insurance Company

Insured: G. Robert Aston, Jr.

Policy Number: _____ (to be inserted upon issuance of the Split Dollar Policy as defined below)

Face Amount of the Split Dollar Policy: \$6,700,000.00

Life Insurance Death Benefit Payable: As provided in Article V

This Amended and Restated Split Dollar Life Insurance Agreement (“Agreement”), effective as of June 30, 2016, is made and entered into by and between **TowneBank** (the “Bank”), and its successor(s) in interest, and **Cindy Bucher Aston and Ashley W. McLellan, as Trustees of the First G. Robert Aston, Jr. Irrevocable Life Insurance Trust dated August 20, 2015 f/b/o Kimberly Hope Aston** (the “First Aston Trust”), and **Cindy Bucher Aston and Kimberly H. Aston, as Trustees of the Second G. Robert Aston, Jr. Irrevocable Life Insurance Trust dated August 20, 2015 f/b/o Mary Catherine Aston, G. Robert Aston, III, Meredith Aston Elswick and Nanette L. Cipcic** (the “Second Aston Trust”) (collectively, the “Aston Trusts”, and together with the Bank, the “Parties”).

RECITALS

WHEREAS, the Parties entered into a certain Split Dollar Life Insurance Agreement dated April 8, 2016 (the “Original Agreement”), which set forth the terms under which the Company would assist the Aston Trusts in establishing a life insurance program on the life of G. Robert Aston, Jr. (the “Insured”); and

WHEREAS, the Parties reserved the right to amend the Original Agreement pursuant to Article IX of the Agreement; and

WHEREAS, the Parties now desire to amend and restate the Original Agreement in its entirety in order to clarify the terms of the Agreement; and

WHEREAS, the Parties intend to divide the life insurance policy which was the subject of the Original Agreement (Policy Number JJ7205158) into two separate policies, the first of which will have a face amount of \$6,700,000 (the “Split Dollar Policy”) and the second of which will have a face amount of \$3,300,000 (the “Key Man Policy”); and

WHEREAS, the Parties intend that only the Split Dollar Policy shall be subject to the terms and conditions of this Agreement as set forth below and that no portion of the Key Man Policy shall be subject to this Agreement; and

WHEREAS, the Parties agree to take all steps necessary or appropriate to cause Policy Number JJ7205158 to be divided into the Split Dollar Policy and the Key Man Policy and to effectuate this Agreement in connection with the Split Dollar Policy.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

DEFINITIONS

Cash Value as used in this Agreement shall mean:

A. For Purposes of Split Dollar Policy Surrender: The Cash Surrender Value as that term is defined in the Split Dollar Policy contract.

B. For Purposes of Any Transfer by the Bank of Its Undivided Interest in the Split Dollar Policy to the Trustees: The Cash Value (accumulation value or Split Dollar Policy account value) shall be the life insurance contract's fair market value as defined in Treasury Regulation Section 1.61-22(g)(2), which is the Split Dollar Policy cash value and the value of all other rights under the contract (including any supplemental agreements thereto and whether or not guaranteed), other than the value of current life insurance protection.

C. For Purposes of Measuring Premium Payments and Obligations: The Split Dollar Policy's Accumulation Value or Split Dollar Policy Account Value as that term is described in the Split Dollar Policy contract.

Change of Control as used in this Agreement shall mean:

A. The acquisition by any Person of beneficial ownership of 20% or more of the then outstanding shares of common stock of the Bank; or

B. Individuals who constitute the Board of Directors of the Bank on the date of this Agreement (the "Incumbent Board") cease to constitute a majority of the Board, provided that any director whose nomination was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board will be considered a member of the Incumbent Board, but excluding any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Bank (as such terms are used in Rule 14a-11 promulgated under the Securities Exchange Act of 1934 (the "Exchange Act")); or

C. Approval by the shareholders of the Bank of a reorganization, merger, share exchange or consolidation (a “Reorganization”), provided that shareholder approval of a Reorganization will not constitute a Change in Control if, upon consummation of the Reorganization, each of the following conditions is satisfied:

1. more than 60% of the then outstanding shares of common stock of the corporation resulting from the Reorganization is beneficially owned by all or substantially all of the former shareholders of the Bank in substantially the same proportions as their ownership existed in the Bank immediately prior to the Reorganization;
2. no Person beneficially owns 20% or more of either (1) the then outstanding shares of common stock of the corporation resulting from the transaction or (2) the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors; and
3. at least a majority of the members of the board of directors of the corporation resulting from the Reorganization were members of the Incumbent Board at the time of the execution of the initial agreement providing for the Reorganization; or

D. Approval by the shareholders of the Bank of a complete liquidation or dissolution of the Bank, or of the sale or other disposition of all or substantially all of the assets of the Bank.

Death Benefits of the Split Dollar Policy as used in this Agreement shall mean the amount payable upon the death of the Insured under the Split Dollar Policy in the amount of Six Million, Seven Hundred Thousand and 00/100 Dollars (\$6,700,000.00) as described in the Split Dollar Policy contract.

Person as used in the definition of “Change of Control” shall mean any individual, entity or group (within the meaning of Section 13(d)(3) of the Exchange Act, other than any employee benefit plan (or related trust) sponsored or maintained by the Bank or any affiliated company, and “beneficial ownership” has the meaning given the term in Rule 13d-3 under the Exchange Act.

Premium as used in this Agreement shall mean that planned periodic premium selected by the Bank and the Trustees subject to the Insurer’s minimum premium requirements. The Premium shall not be less than the amount necessary to maintain the Split Dollar Policy.

The respective rights and duties of the Parties to this Agreement in the Split Dollar Policy shall be as set forth in the following numbered Articles:

I. SPLIT DOLLAR POLICY TITLE AND OWNERSHIP

A. The Bank, as the owner of Policy Number JJ7205158, shall take all steps necessary or appropriate to cause Policy Number JJ7205158 to be divided into two policies: the Split Dollar Policy with a face amount of \$6,700,000 and a Key Man Policy with a face amount of \$3,300,000. The Key Man Policy will henceforth not be subject to the terms of this Agreement and all title,

rights and interests in the Key Man Policy shall remain with the Bank. The Split Dollar Policy shall be issued on the same terms as Policy Number JJ7205158 except for the reduction in the face amount of the death benefits to \$6,700,000. The Split Dollar Policy shall be subject to the terms of this Agreement upon issuance.

B. Title and ownership of the Split Dollar Policy shall reside in the Bank for its use in accordance with this Agreement. The Bank alone shall retain all ownership rights and incidents of ownership except the Trustees' rights (or those of their assignees) to direct the distribution of the policy death benefits in excess of amounts payable to the Bank. Specifically, but not limited thereto, the Bank alone may, to the extent of its interest, exercise the right to borrow or withdraw on the policy cash values, and select settlement and dividend options. All such rights may be exercised by the Bank without the Trustees' consent, except as limited by this Agreement, including the prohibition against surrender of the Split Dollar Policy contained in Article VI herein. The Bank shall maintain possession of the Split Dollar Policy.

II. BENEFICIARY DESIGNATION RIGHTS

The Bank owns the Split Dollar Policy subject only to the endorsement to the Trustees (or their assignees) of the right to designate the beneficiary of the death benefits in excess of the amount payable to the Bank under this Agreement as follows: The Trustees (or their assignees) shall have the right and power unanimously to designate a beneficiary or beneficiaries to receive the death benefits payable upon the death of the Insured that are in excess of amounts passing to the Bank under this Agreement, and unanimously to elect and change a payment option for such beneficiary, subject to any right or interest the Bank may have in such death benefits, as provided in this Agreement. This endorsement shall be effected using a form provided by the Insurer. The Split Dollar Policy's endorsement shall not be terminated, altered or amended without the express written consent of the Trustees or their assignees, as the case may be. The parties shall take all actions necessary to cause such endorsement to conform to the provisions of this Agreement.

III. PREMIUM PAYMENT METHOD

A. All Premiums shall be paid by the Bank upon each premium due date for the remaining life of the Insured. Any dividends on the Split Dollar Policy shall be applied as elected by the Bank.

B. In the event of a Change in Control, the Bank's successor in interest shall continue to pay all then remaining Premium amounts as and when they come due under the Split Dollar Policy for the remaining life of the Insured. Any dividends on the Split Dollar Policy shall be applied as elected by the Bank's successor in interest.

IV. TAXABLE BENEFIT

Each year the Insured will recognize a taxable benefit equal to the assumed cost of insurance as required by the Internal Revenue Service. The Bank (or its administrator) will report to the Insured the amount of imputed income each year on Form W-2 for executives or its equivalent.

V. DIVISION OF DEATH BENEFITS OF SPLIT DOLLAR POLICY

Upon the death of the Insured, the death benefits of the Split Dollar Policy shall be divided and paid as follows, subject only to a later change in beneficiary designation by the Trustees (or their assignees) as provided for in Article II:

A. The Bank shall be entitled to an amount equal to the greater of: (1) the cumulative premiums paid by the Bank as of the date of death, (2) the Split Dollar Policy's cash value determined as of the date to which premiums are paid, less any indebtedness, and interest on such indebtedness determined as of the date of death (such cash value shall include any outstanding dividend accumulations or cash value of any paid-up additions and any postmortem dividends determined as of the date of death), or (3) \$1,700,000.00 of the Death Benefits of the Split Dollar Policy. The amount payable to the Bank under this paragraph shall be known as the "Bank's Death Benefits."

B. The First Aston Trust shall be entitled to receive twenty percent (20%) of the difference between the Death Benefits of the Split Dollar Policy and the Bank's Death Benefits.

C. The Second Aston Trust shall be entitled to receive eighty percent (80%) of the difference between the Death Benefits of the Split Dollar Policy and the Bank's Death Benefits.

D. The Bank and the Trusts shall share in any interest due on the death benefits as their respective share of the death benefits as above-defined bears to the total death benefits excluding any such interest.

E. Where there is a refund of unearned premium as provided in the contract of insurance, any refund shall be apportioned as follows:

1. Where the Trustees have contributed to the Split Dollar Policy premium at the last required premium interval, the refund of unearned premiums shall be divided between the Bank and the Trustees as their respective share of the premium payment obligation bears to the total required for such interval.

2. Where the Trustees have not contributed to the premium at the last required premium interval, the refund of unearned premium shall be refunded in total to the Bank.

F. Notwithstanding anything herein to the contrary, the Bank and the Aston Trusts agree that the death benefits payable to the Aston Trusts under prior paragraphs of this Article shall vest over a period of three years following the date of this Agreement based on the continuous employment of the Insured with the Bank. In this regard, one-third (1/3) of the death benefits payable to the Aston Trusts under prior paragraphs of this Article shall vest on each and every anniversary date of the Agreement on which the Insured remains employed (in any capacity) with the Bank until the death benefits payable under prior paragraphs of this Article are fully vested. Notwithstanding the foregoing, the three year vesting schedule shall be accelerated in full, and the death benefits payable to the Aston Trusts under prior paragraphs of this Article shall be fully

vested, upon the occurrence of the earlier of: (1) a Change in Control, (2) the termination of the Insured's employment by the Bank without Cause, or (3) the permanent disability or death of the Insured.

VI. NO SURRENDER OF SPLIT DOLLAR POLICY

Notwithstanding anything herein to the contrary, the Bank agrees that, upon the occurrence of the earlier of: (1) a Change in Control, (2) the termination of the Insured's employment from the Bank without Cause, (3) the permanent disability of the Insured, (4) the death of the Insured, or (5) July 1, 2019, it will no longer have the right to surrender the Split Dollar Policy.

VII. NONFORFEITURE OF DEATH BENEFITS

The Bank's share of death benefits payable on the Insured's death while the Split Dollar Policy is in force under any of its nonforfeiture provisions shall be an amount equal to the excess, if any, of \$1,700,000.00 over any indebtedness against the Split Dollar Policy at the Insured's death. In no event shall the Bank's share of the death benefits exceed the greater of (i) \$1,700,000.00 or (ii) the total Split Dollar Policy premiums paid by the Bank. The Aston Trusts shall be entitled to the remainder of such death benefits as follows: twenty percent (20%) of such remaining death benefits shall be allocated to the First Aston Trust and eighty percent (80%) of such remaining death benefits shall be allocated to the Second Aston Trust.

VIII. PREMIUM WAIVER

If the Split Dollar Policy contains a premium waiver provision, any premium waived shall be considered for all purposes of this Agreement as having been paid by the Bank.

IX. AMENDMENT OF AGREEMENT

During the lifetime of the Insured, this Agreement may only be amended, revoked or terminated at any time or times, in whole or in part, by the mutual written agreement and consent of the Trustees and the Bank. The Bank, with the consent of the Trustees which may not be unreasonably withheld, may amend this Agreement to the extent such amendment is, in the judgment of the Bank's outside legal counsel, necessary to conform the Agreement to the requirements of the Internal Revenue Code of 1986, as amended, and the rules, regulations, and guidance of general application issued there under by the Department of Treasury.

X. ASSIGNMENT OF RIGHTS AUTHORIZED

The Trustees (or their assigns) are specifically authorized to assign their rights and

interests in this Agreement and in the life insurance policy held pursuant to this Agreement (if any) to any person or entity, including but not limited to, an individual, a trust, a limited liability company, or a limited partnership.

XI. AGREEMENT BINDING UPON PARTIES

This Agreement shall bind the Trustees and the Bank, their successors in interest and assigns.

XII. ERISA PROVISIONS

The following provisions are part of this Agreement and are intended to meet the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”):

A. Named Fiduciary and Plan Administrator.

The “Named Fiduciary and Plan Administrator” of this Split Dollar Agreement shall be the Bank. As Named Fiduciary and Plan Administrator, the Bank shall be responsible for the management, control, and administration of this Split Dollar Agreement as established herein. The Named Fiduciary may delegate to others certain aspects of the management and operation responsibilities of the Plan, including the employment of advisors and the delegation of any ministerial duties to qualified individuals. Correspondence to the Bank may be addressed to the Chief Financial Officer, TowneBank, 6001 Harbour View Boulevard, Suffolk, Virginia 23435.

B. Funding Split Dollar Policy.

The funding Policy for this Split Dollar Agreement shall be to maintain the Split Dollar Policy in force by paying, when due, all premiums required.

C. Basis of Payment of Benefits.

Direct payment by the Insurer is the basis of payment of benefits under this Agreement, with those benefits in turn being based on the payment of premiums as provided in this Agreement.

D. Claim Procedure.

Claim forms or claim information as to the Split Dollar Policy can be obtained by contacting the Bank. When the Trustees have a claim which may be covered under the provisions described in the insurance Split Dollar Policy, they should contact the Insurer, and they will complete a claim form and forward it to an authorized representative of the Insurer. The Insurer will evaluate and make a decision as to payment. If the claim is payable, a benefit check will be issued in accordance with the terms of this Agreement.

In the event that a claim is not eligible under the Split Dollar Policy, the Insurer will notify the Trustees of the denial pursuant to the requirements under the terms of the Split Dollar Policy. If the Trustees are dissatisfied with the denial of the claim and wish to contest such claim denial,

they should contact the Named Fiduciary above and they will assist in making an inquiry to the Insurer. All objections to the Insurer's actions should be in writing and submitted to the Named Fiduciary for transmittal to the Insurer.

XIII. INSURANCE COMPANY NOT A PARTY TO AGREEMENT

The Insurer shall not be deemed a party to this Agreement but will respect the rights of the parties as herein developed upon receiving an executed copy of this Agreement. Payment or other performance of its contractual obligations in accordance with the Split Dollar Policy provisions shall fully discharge the Insurer for any and all liability.

XIV. SEVERABILITY AND INTERPRETATION

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nonetheless be enforceable according to their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to law and enforced as amended.

XV. FURTHER ASSURANCES

The Bank and the Trustees agree that each will take such further action and execute any and all further documents necessary or appropriate to effectuate this Agreement, now and in the future, including but not limited to any actions or documents necessary or appropriate to divide Policy Number JJ7205158 as provided above and to endorse to the Trustees their beneficiary designation rights as provided in this Agreement. Further, the Bank and the Trustees agree to take all necessary and appropriate steps to maintain the Split Dollar Policy during the life of the Insured.

XVI. APPLICABLE LAW

This Agreement shall be subject to and construed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Bank and the Aston Trusts have duly executed this Agreement effective as of June 30, 2016.

TOWNEBANK

August 24, 2016

By: /s/ Thomas C. Broyles
Chairman, Compensation Committee

THE FIRST G. ROBERT ASTON, JR.

**IRREVOCABLE LIFE INSURANCE TRUST
DATED AUGUST 20, 2015
F/B/O KIMBERLY HOPE ASTON**

August 24, 2016

By: /s/ Cindy Bucher Aston, Trustee
Cindy Bucher Aston, Trustee

August 24, 2016

By: /s/ Ashley W. McLellan, Trustee
Ashley W. McLellan, Trustee

**THE SECOND G. ROBERT ASTON, JR.
IRREVOCABLE LIFE INSURANCE TRUST
DATED AUGUST 20, 2015 F/B/O
MARY CATHERINE ASTON, G. ROBERT ASTON,
III, MEREDITH ASTON ELSWICK AND NANETTE
L. CIPCIC**

August 24, 2016

By: /s/ Cindy Bucher Aston, Trustee
Cindy Bucher Aston, Trustee

August 24, 2016

By: /s/ Kimberly H. Aston, Trustee
Kimberly H. Aston, Trustee

BENEFICIARY DESIGNATION FORM
AMENDED AND RESTATED SPLIT DOLLAR LIFE INSURANCE AGREEMENT
PRIMARY DESIGNATION:

<u>Name</u>	<u>Address</u>	<u>Relationship</u>
The First G. Robert Aston, Jr. Irrevocable Life Insurance Trust Dated August 20, 2015 FBO Kimberly Hope Aston	4417 Glencove Dr., Portsmouth, VA 23703	Trust
<hr/>		
The Second G. Robert Aston, Jr. Irrevocable Life Insurance Trust Dated August 20, 2015 FBO Mary Catherine Aston, G. Robert Aston, III, Meredith Aston Elswick and Nanette L. Cipic	4417 Glencove Dr., Portsmouth, VA 23703	Trust

SECONDARY (CONTINGENT) DESIGNATION: None

All sums payable under the Amended and Restated Split Dollar Life Insurance Agreement effective as of June 30, 2016 by and between TowneBank, the First Aston Trust, and the Second Aston Trust by reason of the death of the Insured shall be paid to the Primary Beneficiaries in accordance with the provisions of Article V of such Agreement, a copy of which is attached. The death benefits payable to the designated beneficiaries shall not be changed without the prior written consent of the Trustees of the Aston Trusts.

/s/ Cindy Bucher Aston, Trustee
Signature, Trustee of First Aston Trust

August 24, 2016
Date

Cindy Bucher Aston
Print name

/s/ Ashley W. McLellan, Trustee
Signature, Trustee of First Aston Trust

August 24, 2016
Date

Ashley W. McLellan
Print name

/s/ Cindy Bucher Aston, Trustee
Signature, Trustee of Second Aston Trust

August 24, 2016
Date

Cindy Bucher Aston
Print name

/s/ Kimberly H. Aston, Trustee
Signature, Trustee of Second Aston Trust

August 24, 2016
Date

Kimberly H. Aston
Print name

Exhibit "A"

**(The First G. Robert Aston, Jr. Irrevocable Life Insurance Trust
Dated August 20, 2015 FBO Kimberly Hope Aston)**

Exhibit "B"

**(The Second G. Robert Aston, Jr. Irrevocable Life Insurance Trust
Dated August 20, 2015 FBO Mary Catherine Aston, G. Robert Aston, III,
Meredith Aston Elswick and Nanette L. Cipic)**