
Section 1: 8-K (8-K RIGHTS OFFERING LAUNCH)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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): March 13, 2017

MVB FINANCIAL CORP.

(Exact name of registrant as specified in its charter)

WV
(State or Other Jurisdiction
of Incorporation)

000-50567
(Commission
File Number)

20-0034461
(I.R.S. Employer
Identification No.)

301 Virginia Avenue, Fairmont, WV 26554-2777
(Address of Principal Executive Offices) (Zip Code)

304-363-4800
(Registrant's telephone number, including area code)

N/A
(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 1.01 Entry Into a Material Definitive Agreement.

On March 13, 2017, MVB Financial Corp. (the “Company”) entered into an Investment Agreement (the “Investment Agreement”) with its Chief Executive Officer, Larry F. Mazza (“Mazza”). Pursuant to the Investment Agreement, Mazza committed to subscribe for and purchase, at the Subscription Price (as defined below), upon expiration of the Rights Offering (as defined below), the number of shares of the Company’s common stock, if any, equal to the amount by which 100,000 exceeds the number of shares purchased by Mazza in the Rights Offering. Pursuant to the Investment Agreement, Mazza has agreed not to sell or otherwise transfer any shares acquired in connection with the Investment Agreement for a period of six months following the closing of the Rights Offering.

The foregoing description of the Investment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Investment Agreement in the form filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 8.01 Other Events

On March 13, 2017, the Company filed with the Securities and Exchange Commission (the “SEC”) a prospectus supplement and accompanying base prospectus (collectively, the “Prospectus”) relating to the commencement of the Company’s rights offering (the “Rights Offering”), pursuant to which the Company is distributing, at no charge, non-transferable subscription rights to the holders of its common stock as of 5:00 p.m., Eastern time, on March 10, 2017. The subscription rights will be exercisable for up to a total of 434,783 shares of the Company’s common stock, subject to such terms and conditions as further described in the Prospectus. The subscription rights may be exercised until 5:00 p.m. Eastern time, on March 31, 2017.

The Prospectus forms a part of the Company’s Registration Statement on Form S-3 (File No. 333- 208949), which was filed with the SEC on January 11, 2016 and declared effective by the SEC on January 20, 2016 (the “Registration Statement”). The Company is filing the items included as Exhibits 4.1 and 10.1 to this Current Report on Form 8-K, each of which relates to the rights offering, for the purpose of incorporating by reference such items as exhibits to the Registration Statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

4.1 Form of Subscription Rights Certificate

10.1 Investment Agreement, dated March 13, 2017, between MVB Financial Corp. and Larry F. Mazza

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.

MVB Financial Corp

By /s/ Donald T. Robinson

Donald T. Robinson

Executive Vice President & Chief Financial Officer

Date: March 13, 2017

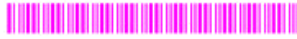
EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>	<u>Exhibit Location</u>
4.1	Form of Subscription Rights Certificate	Filed herewith
10.1	Investment Agreement, dated March 13, 2017, between MVB Financial Corp. and Larry F. Mazza	Filed herewith

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Section 2: EX-4.1 (EXHIBIT 4.1 - FORM OF SUBSCRIPTION RIGHTS CERTIFICATE)

Exhibit 4.1



Computershare



MVB Financial Corp.

Computershare Trust Company, N.A.
250 Royall Street
Canton Massachusetts 02021
Information Agent: Georgetson LLC
Telephone: 866-821-0284



MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4
ADD 5
ADD 6



C 1234567890 J N T



Subscription Rights 12345678901234

MVB FINANCIAL CORP. NON-TRANSFERABLE SUBSCRIPTION RIGHTS CERTIFICATE

THIS RIGHTS OFFERING EXPIRES AT 5:00 P.M., EASTERN TIME, ON MARCH 31, 2017, UNLESS THE EXERCISE PERIOD IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE").

MVB Financial Corp. has distributed to each holder of its common stock owned as of record (each an "Eligible Holder") on March 10, 2017 (the "Record Date"), at no charge, one non-transferable right, for each share of common stock held as of the Record Date, to purchase 0.04349 of a share of common stock of MVB Financial Corp. at \$11.50 per share (the "Subscription Rights"). Each Subscription Right entitles an Eligible Holder who fully exercises its basic subscription right to subscribe, prior to the Expiration Date, for additional shares of common stock of MVB Financial Corp. at an exercise price of \$11.50 per share to the extent that any shares are not purchased by other Eligible Holders under their basic subscription right as of the Expiration Date (the "Over-subscription Right"). The terms and conditions of the rights offering are set forth in MVB Financial Corp.'s prospectus supplement dated March 13, 2017 (as it may be amended or supplemented, the "Prospectus Supplement"), which is incorporated into this Rights Certificate by reference. This Subscription Rights Certificate shows the number of shares of common stock that you may elect to purchase under your basic subscription right.

THE SUBSCRIPTION RIGHTS ARE NON-TRANSFERABLE

The Subscription Rights are non-transferable. The Subscription Rights will not be listed on any securities exchange or quoted on any automated quotation system. MVB Financial Corp. cannot assure you that the shares of common stock of MVB Financial Corp. issued in respect of exercised Subscription Rights will ever be listed on the New York Stock Exchange, the Nasdaq Global Select Market or any other securities exchange or quotation system.

EXERCISE PRICE

The exercise price for the Subscription Rights and the Over-subscription Right is \$11.50 per share. A fractional Subscription Right will not be exercisable unless it is aggregated with other fractional Subscription Rights so that when exercised, in the aggregate, such fractional Subscription Rights result in the purchase of a whole share of common stock of MVB Financial Corp. In other words, fractional Subscription Rights cannot be exercised for fractional shares of common stock of MVB Financial Corp.

METHOD OF EXERCISE OF RIGHTS

IN ORDER TO EXERCISE YOUR SUBSCRIPTION RIGHTS, YOU MUST PROPERLY COMPLETE AND SIGN THIS RIGHTS CERTIFICATE BELOW AND ON THE BACK AND RETURN IT IN THE ENVELOPE PROVIDED TO COMPUTERSHARE TRUST COMPANY, N.A., TOGETHER WITH PAYMENT IN FULL FOR AN AMOUNT EQUAL TO THE APPLICABLE EXERCISE PRICE MULTIPLIED BY THE TOTAL NUMBER OF SHARES OF COMMON STOCK THAT YOU ARE REQUESTING TO PURCHASE TO THE SUBSCRIPTION AGENT, COMPUTERSHARE TRUST COMPANY, N.A., BEFORE 5:00 P.M., EASTERN TIME, ON MARCH 31, 2017.

Holder ID	COY	Class	Rights Qty Issued	Rights Cert #	Shares Available
123456789	XXXX	Subscription Rights	XXX.XXXXXX	12345678	XXXX

Signature of Owner and U.S. Person for Tax Certification	Signature of Co-Owner (if more than one registered holder listed)	Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>	<input type="text"/>

12345678 C L S X R T 2 C O Y C +

02JTQE

Full payment of the exercise price for each share of common stock you wish to purchase must be made in U.S. dollars by (1) personal check drawn upon a U.S. bank payable to the Subscription Agent, (2) cashier's check drawn upon a U.S. bank payable to the Subscription Agent, or (3) wire transfer of funds, in each case in accordance with the instructions set forth in the Prospectus Supplement. Notwithstanding the foregoing, Eligible Holders who hold shares as a depository or nominee must make all payments by wire transfer of immediately available funds to the account maintained by the Subscription Agent.

Payments of the subscription price for the common stock will be held in an account until five business days following the Expiration Date, unless MVB Financial Corp. withdraws or terminates the rights offering. No interest will be paid to you on the funds you deposit with the Subscription Agent. You will not receive any interest on the payments held by the Subscription Agent before your shares have been issued to you or your payment is returned to you, without interest, because your exercise has not been satisfied for any reason.

PLEASE PRINT ALL INFORMATION CLEARLY AND LEGIBLY					
SECTION 1: OFFERING INSTRUCTIONS (check the appropriate boxes)					
IF YOU WISH TO SUBSCRIBE FOR YOUR FULL ENTITLEMENT OF SUBSCRIPTION RIGHTS:					
<input type="checkbox"/>	I apply for ALL of my entitlement of new shares pursuant to the basic subscription	_____ (no. of subscription rights)	x 0.04349 = _____ (no. of new shares)	x \$11.50 = _____ (per share)	\$ _____
EXAMPLE: If you own 1,000 shares of common stock, your basic subscription right permits the purchase of 43 shares. [1,000 subscription rights x 0.04349= 43.49 with fractional shares rounded down to the nearest whole number].					
<input type="checkbox"/>	In addition, I apply for additional shares pursuant to the Oversubscription Right*	_____ (no. of additional shares)	x \$11.50 = _____ (per share)		\$ _____
IF YOU DO NOT WISH TO APPLY FOR YOUR FULL ENTITLEMENT OF SUBSCRIPTION RIGHTS:					
<input type="checkbox"/>	I apply for	_____ (no. of new shares)	x \$11.50 = _____ (per share)		\$ _____
				Amount of check enclosed	\$ _____
IF YOU DO NOT WISH TO EXERCISE YOUR RIGHT TO SUBSCRIBE:					
Please disregard this mailing.					
SECTION 2: SUBSCRIPTION AUTHORIZATION:					
I acknowledge that I have received the Prospectus Supplement for this rights offering and I hereby subscribe for the number of shares indicated above on the terms and conditions specified in the Prospectus Supplement relating to the basic subscription and the Over-subscription Right in the rights offering.					
Signature of Subscriber(s)					

(and address if different than that listed on this Subscription Certificate)					

Telephone number (including area code) _____					

* You can only participate in the Over-subscription Right if you have subscribed for your full entitlement of new shares pursuant to the basic subscription.

Please complete all applicable information and return to: **COMPUTERSHARE TRUST COMPANY, N.A.**

By First Class Mail: Computershare Trust Company, N.A., Corporate Actions Voluntary Offer, P.O. Box 43011, Providence, RI 02940-3011

By Express Mail or Overnight Delivery: Computershare Trust Company, N.A., Corporate Actions Voluntary Offer, 250 Royall Street, Suite V, Canton, MA 02021

DELIVERY OF THIS SUBSCRIPTION CERTIFICATE TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

Any questions regarding this Subscription Certificate and the rights offering may be directed to Georgeson LLC, the Information Agent, toll free at (866) 821-0284.

Section 3: EX-10.1 (EXHIBIT 10.1 - INVESTMENT AGREEMENT)

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (this "Agreement"), dated as of March 13, 2017, is made by and among MVB Financial Corp. (the "Company"), and Larry F. Mazza, the Chief Executive Officer of the Company (the "Investor").

WHEREAS, the Company proposes to conduct a rights offering (the "Rights Offering") by distributing, at no charge, to each holder of record as of the Record Date (as defined below) of shares ("Shares") of the Company's common stock, par value \$0.01 per share (the "Common Stock"), one non-transferable right (the "Rights"), for each Share held by such shareholder, to purchase Shares which Rights, if exercised in full by each holder of record as of the Record Date, will provide gross proceeds to the Company of approximately \$5.0 million (the "Aggregate Offering Amount");

WHEREAS, each holder of a whole Right will be entitled to purchase up to its pro rata portion of the 434,783 Shares (the "Offered Shares") offered in the Rights Offering (the "Basic Subscription Right") at a price equal to \$11.50 per Share (as appropriately adjusted for any stock split, combination, reorganization, recapitalization, stock dividend, stock distribution or similar event, the "Exercise Price");

WHEREAS, each holder of Rights who exercises all of its Rights will be entitled, on a pro rata basis, to subscribe for additional Shares at the Exercise Price (the "Over-Subscription Right"), to the extent that other holders of Rights do not exercise all of their respective Basic Subscription Rights in full, up to that number of Shares equal to 434,783 minus the number of Shares such holder was entitled to purchase pursuant to the its Basic Subscription Right;

WHEREAS, in order to facilitate the Rights Offering, the Investor has agreed to subscribe for and purchase, at the Exercise Price, upon expiration of the Rights Offering, that number of Shares, if any, equal to the amount by which 100,000 exceeds the number of Shares purchased by the Investor pursuant to the exercise of his Basic Subscription Right and Over-Subscription Right upon the terms and subject to the conditions set forth herein;

WHEREAS, the Board of Directors has approved the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares to the Investor on the terms hereof).

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, each of the parties hereto hereby agrees as follows:

1. Rights Offering.

(a) On the terms and subject to the conditions set forth herein, the Company will distribute, at no charge, one Right to each holder of record of Common Stock (each, an "Eligible Holder") for each share of Common Stock held by such holder as of the close of business on a record date to be determined by the Board of Directors (the "Record Date"). Each such Right shall be non-transferable. Each whole Right will entitle the holder thereof to purchase, at the election of the holder thereof, 0.04349 of a Share at the Exercise Price. Each fractional Right will be rounded down to the nearest whole number, and fractional Rights will not entitle any holder to purchase any Shares. No fractional Shares will be issued in the Rights Offering.

(b) The Basic Subscription Right and the Over-Subscription Right may be exercised during a period (the "Rights Exercise Period") commencing on the date on which Rights are issued to Eligible Holders (the "Rights Offering Commencement Date") and ending at 5:00 p.m. Eastern Time on a Business Day that shall not be less than fifteen (15) days after the Rights Offering Commencement Date. "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

(c) If the Investor is unable to acquire at least 100,000 Shares under in the Rights Offering having an aggregate purchase price of \$1,150,000, the Company shall issue at the Closing additional Shares, if any, to the Investor

equal to the amount by which 100,000 exceeds the number of Shares purchased by the Investor pursuant to the exercise of his Basic Subscription Right and Oversubscription Right at a purchase price equal to the Exercise Price. The parties acknowledge and agree that the number of additional Shares purchased by the Investor pursuant to this Section 1(c) shall have no effect on the number of Shares to be sold in the Rights Offering.

(d) The closing of the purchase of the additional Shares, if any, to be purchased by the Investor hereunder (the “Closing”) will occur at 10:00 a.m., New York City time, on the fourth (4th) Business Day following the expiration of the Rights Offering (the “Closing Date”). Delivery to the Investor of the additional Shares, if any, acquired hereunder (the “Investor Shares”) will be made by the Company to account of the Investor. The documents to be delivered on the Closing Date by or on behalf of the parties hereto and the Investor Shares will be delivered at the offices of Squire Patton Boggs (US) LLP, Cincinnati, Ohio, on the Closing Date.

(e) All Investor Shares will be delivered with any and all issue, stamp, transfer, sales and use, or similar Taxes or duties payable in connection with such delivery duly paid by the Company.

2. Representations and Warranties of the Investor. The Investor represents and warrants to the Company as follows:

(a) This Agreement is valid, binding and enforceable against the Investor in accordance with its terms; subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent conveyance and other laws of general applicability relating to or affecting creditors’ rights and to general equity principals.

(b) The Investor is not in default under any agreement, indenture or instrument to which the Investor is a party, the effect of which violation or default could reasonably be expected to have a material adverse effect on the Investor, and the execution, delivery and performance of this Agreement by the Investor and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Investor pursuant to the terms of any agreement, indenture or instrument to which the Investor is a party which lien, charge or encumbrance could reasonably be expected to have a material adverse effect on the Investor, or any order, rule or regulation of any court or governmental agency having jurisdiction over the Investor or any of its property; and, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement other than those required of the Company in connection with the Rights Offering.

(c) The Investor is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”).

(d) The Investor is familiar with the business of the Company. The Investor has knowledge and experience in financial and business matters; is familiar with the investments of the type that it is contemplated by this Agreement, is fully aware of the problems and risks involved in making an investment of this type, and is capable of evaluating the merits and risks of this investment. The Investor acknowledges that, prior to executing this Agreement, he has had the opportunity to ask questions of and receive answers or obtain additional information from a representative of the Company concerning the financial and other affairs of the Company.

(e) The Investor has available sufficient funds to pay the purchase price for the Shares in the Rights Offering and the Investment Shares, if any, in accordance with the terms of the Rights Offering and this Agreement, and the evidence thereof provided to the Company’s Board of Directors is accurate and complete.

(f) The Investor is acquiring the shares for his own account, with the intention of holding such shares for investment and with no present intention of participating, directly or indirectly, in a distribution of the shares; provided, however, that Investor may transfer shares to trusts for the benefit of the children of the Investor.

(g) The Investor has no need for liquidity in the Investor’s investment in the Investor Shares and understands that there are restrictions on the subsequent resale or other transfer of the Investor Shares.

(h) The Investor understands that the Investor Shares purchased by the Investor are deemed “restricted securities” as such term is defined in Rule 144 promulgated under the Securities Act (“Rule 144”) and that the Shares purchased by the Investor in the Company’s Rights Offering are “control” shares subject to the conditions of Rule 144, and they may not be sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by a holder thereof except pursuant to Rule 144, pursuant to an effective registration statement registering the Investor Shares and the Shares purchased by the Investor in the Rights Offering under the Securities Act or in a transaction otherwise exempt from registration under the Securities Act. Further, the following legends (or similar language) shall be placed on the certificate(s) representing the shares of Common Stock:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, UNDER THE SECURITIES LAWS OF ANY STATE OR ARE HELD BY AN AFFILIATE OF THE ISSUER. THEY MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THESE SECURITIES UNDER THE SAID ACT OR LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT REGISTRATION IS NOT REQUIRED THEREUNDER.

3. **Representations and Warranties of the Company.**

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of West Virginia, with full power and authority to perform its obligations under this Agreement.

(b) This Agreement has been duly and validly authorized, executed and delivered by the Company. This Agreement is valid, binding and enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principals.

(c) All of the shares of Common Stock to be issued pursuant to this Agreement will have been duly authorized for issuance prior to the Closing, and, when issued and distributed in connection with the Rights Offering and this Agreement, will be validly issued, fully paid and non-assessable; and none of such shares of Common Stock will have been issued in violation of the preemptive rights of any security holders of the Company arising as a matter of law or under or pursuant to the Company’s Certificate of Incorporation, as amended, the Company’s Bylaws, as amended, or any material agreement or instrument to which the Company is a party or by which it is bound.

(d) The Company is not in violation of its Articles of Incorporation, as amended, or Bylaws, as amended, or in default under any agreement, indenture or instrument to which the Company is a party, the effect of which violation or default could reasonably be expected to have a material adverse effect on the Company (a “Material Adverse Effect”), and the execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company pursuant to the terms of any agreement, indenture or instrument to which the Company is a party which lien, charge or encumbrance could reasonably be expected to have a Material Adverse Effect on the Company, or result in a violation of the Certificate of Incorporation or Bylaws of the Company or any order, rule or regulation of any court or governmental agency having jurisdiction over the Company or any of its property; and, except as required by the Securities Act, the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and applicable state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement.

4. **Covenants.**

(a) Neither the Company nor the Investor shall issue any public announcement, statement or other disclosure with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other party hereto, which consent shall not be unreasonably withheld or delayed, except if such public announcement, statement or other disclosure is required by applicable law or applicable stock market regulations, in which case the

disclosing party shall consult in advance with respect to such disclosure with the other parties to the extent reasonably practicable.

(b) The Investor will not sell or otherwise transfer, publicly or privately, any of the Investor Shares acquired by him for six-months following the closing of the Rights Offering.

5. Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned prior to the Closing Date by mutual written consent of the Company, on the one hand, and the Investor, on the other hand.

6. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic transmission or facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(a) If to:

MVB Financial Corp.
301 Virginia Avenue
Fairmont WV 26554-2777

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

Squire Patton Boggs (US) LLP
221 E. Fourth St., Suite 2900
Cincinnati, Ohio 45202
Attention: James J. Barresi
Email: James.Barresi@squirepb.com

(b) If to:

Larry F. Mazza
c/o MVB Financial Corp.
301 Virginia Avenue
Fairmont WV 26554-2777

7. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties.

8. Prior Negotiations; Entire Agreement. This Agreement (including the agreements attached as exhibits to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties will continue in full force and effect.

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

10. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by all the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.

11. Adjustment to Shares. If, prior to the Closing Date, the Company effects a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction with respect to any shares of its capital stock, references to the numbers of such shares and the prices therefore shall be equitably adjusted to reflect such change and, as adjusted, shall, from and after the date of such event, be subject to further adjustment in accordance herewith.

12. Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

[Signature Page Follows]

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

MVB FINANCIAL CORP.

/s/ Donald T. Robinson

Name: Donald T. Robinson
Title: Chief Financial Officer

/s/ Larry F. Mazza

Larry F. Mazza