

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): July 11, 2018



CONNECTONE BANCORP, INC.

(Exact name of Company as specified in its charter)

New Jersey

(State or other jurisdiction
of incorporation)

001-11486

(Commission
File Number)

52-1273725

(IRS Employer
Identification No.)

301 Sylvan Avenue

Englewood Cliffs, New Jersey

(Address of principal executive offices)

07632

(Zip Code)

Company's telephone number, including area code: (201) 816-8900

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))

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

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 1.01. Entry into a Material Definitive Agreement.

On July 11, 2018, ConnectOne Bancorp, Inc., a New Jersey corporation (the “Registrant”), together with its wholly-owned subsidiary ConnectOne Bank, a New Jersey state chartered commercial bank (the “Bank”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Greater Hudson Bank, a New York state chartered commercial bank (“Greater Hudson”). The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Greater Hudson will merge with and into the Bank, with the Bank continuing as the surviving bank (the “Merger”). The Merger Agreement was approved by the Boards of Directors of each of the Registrant, the Bank and Greater Hudson at meetings held on July 11, 2018.

Subject to the terms and conditions of the Merger Agreement, upon completion of the Merger (the “Effective Time”), each share of common stock, par value \$0.01 per share, of Greater Hudson (“Greater Hudson Common Stock”), issued and outstanding immediately prior to the Effective Time will be converted into and become the right to receive two hundred forty-five one-thousandths (0.245) of a share of common stock, no par value, of the Registrant (“Registrant Common Stock”) (such shares, the “Per Share Stock Consideration” and the ratio of such number to one, the “Exchange Ratio”). Also at the Effective Time (i) all shares of Greater Hudson Common Stock owned by Greater Hudson as treasury stock and (ii) all shares of Greater Hudson Common Stock owned directly or indirectly by Registrant or any of their respective subsidiaries (other than shares of Greater Hudson Common Stock (x) held in trust accounts, managed accounts and the like or otherwise held in a fiduciary capacity for the benefit of third parties or (y) held by the Registrant or Greater Hudson or any of their respective subsidiaries in respect of a debt previously contracted), shall be canceled and no consideration will be delivered in exchange therefor. Each outstanding share of Registrant Common Stock will remain outstanding and be unaffected by the Merger.

Immediately after consummation of the transaction, the directors of the Registrant and the Bank will consist of the existing Board of the Registrant and the Bank. In addition, one individual to be selected prior to the Effective Time who is currently serving on Greater Hudson’s Board of Directors shall be appointed to the Boards of the Registrant and the Bank to serve a term expiring at the Registrant’s and the Bank’s next annual meeting, respectively. At such next annual meeting, the Registrant and the Bank shall re-nominate such individual for a new one year term on such Board, and the Registrant shall elect such individual to the Bank’s Board of Directors for an additional term of one (1) year. The officers of the Registrant and the Bank following consummation of the merger shall consist of the Registrant and the Bank’s existing officers.

The Merger Agreement contains customary representations and warranties from both the Registrant and Greater Hudson.

Greater Hudson has agreed to various customary covenants and agreements, including (i) to conduct its business in the ordinary and usual course consistent with past practices and prudent banking practice during the interim period between the execution of the Merger Agreement and the consummation of the Merger, (ii) not to engage in certain kinds of transactions or take certain actions during this interim period without the written consent of the Registrant, and (iii) to convene and hold a meeting of its shareholders for the purpose of voting upon the approval and adoption of the Merger Agreement and the Merger. Greater Hudson has also agreed not to, subject to certain exceptions generally related to its Board’s evaluation and exercise of its fiduciary duties, solicit or facilitate proposals with respect to, engage in any negotiations concerning, or provide any confidential information or engage in any discussions relating to, any alternative business combination transactions.

Concomitantly with the execution of the Merger Agreement, Voting Agreements (collectively, the “Voting Agreements”) were executed by each member of the Greater Hudson’s Board of Directors and by each executive officer of Greater Hudson. Pursuant to the Voting Agreements, among other things, such persons have irrevocably agreed (i) to vote any Greater Hudson Common Stock held by them (or to use reasonable best efforts to vote any Greater Hudson Common Stock for which they have joint or shared voting power with their respective spouses) in favor of the Merger Agreement and the Merger at any meeting of the shareholders of Greater Hudson called for such purpose, (ii) to abide by certain transfer restrictions with respect to their Greater Hudson Common Stock and (iii) to not solicit, initiate, encourage or facilitate any alternative acquisition proposal, subject to certain limited exceptions.

In addition, Mr. Kenneth J. Torsoe, a director of Greater Hudson, is entering into a Voting and Sell Down Agreement which will require him to give the Registrant Board a proxy to vote his shares of Registrant Common Stock received in the Merger in the same manner and proportion as all other public shares of ConnectOne are voted until such time as the aggregate number of shares held directly or beneficially by Mr. Torsoe and certain affiliates/family members decreases to below 4.99% of the Registrant's outstanding shares. He may sell his shares of Registrant Common Stock in any manner agreed to by the Registrant to reduce the holdings of Mr. Torsoe and his family members to less than 4.99%, at which time the proxy will terminate.

In addition, the Registrant has agreed, under the Registration Rights Agreement, to register for resale Mr. Torsoe's shares, in order to comply with SEC requirements and permit a bulk sale of his Registrant Common Stock.

Completion of the Merger is subject to various conditions, including, among others, (i) approval by shareholders of Greater Hudson of the Merger Agreement and the transactions contemplated thereby, (ii) effectiveness of the registration statement on Form S-4 for the Registrant Common Stock issuable in the Merger, (iii) approval of the listing on the NASDAQ Global Select Market of the Registrant Common Stock issuable in the Merger, if necessary (iv) the receipt of all necessary approvals and consents of governmental entities required to consummate the transactions contemplated by the Merger Agreement, (v) the absence of any order or proceeding which prohibits the Merger or the Bank Merger and (vi) the receipt by each of Registrant and Greater Hudson of an opinion to the effect that the Merger will be treated as a reorganization qualifying under Section 368(a) of the Internal Revenue Code of 1986, as amended. Each party's obligation to consummate the Merger is also subject to certain customary conditions, including (i) subject to certain exceptions, the accuracy of the representations and warranties of the other party, (ii) performance in all material respects of its agreements, covenants and obligations and (iii) the delivery of certain certificates and other documents.

Greater Hudson, directly or indirectly through its officers, directors or advisors, is prohibited from initiating, soliciting, or encouraging or facilitating inquiries or proposals with respect to a merger, sale of company assets, or capital investment in Greater Hudson by any third party other than the Registrant. However, in the event Greater Hudson receives an unsolicited proposal and Greater Hudson's financial advisor advises its Board of Directors that the proposal could result in a transaction more beneficial to the shareholders of Greater Hudson than the Merger, and its Board of Directors is advised by legal counsel that it must consider the proposal in the exercise of its fiduciary duty, then Greater Hudson is permitted to engage in discussions with the third party and provide confidential information to the third party. Greater Hudson is obligated to notify the Registrant of the receipt of any such proposal promptly, and in any event within twenty four (24) hours. If Greater Hudson's Board of Directors ultimately concludes that the third party unsolicited proposal is more beneficial to the shareholders of Greater Hudson than the proposed Merger, and its Board is advised by legal counsel that it must accept the transaction in the exercise of its fiduciary duty, and the Registrant fails to modify the terms of the proposed transaction to enhance the benefit to Greater Hudson's shareholders, then Greater Hudson has the right to terminate the Agreement with the Registrant and enter into an agreement with the third party. If Greater Hudson elects this course and terminates the Agreement, or the Greater Hudson Board of Directors withdraws its recommendation to Greater Hudson's shareholders in favor of the Merger and the Registrant then terminates the Agreement, or if a third party proposes to acquire Greater Hudson and thereafter Greater Hudson's shareholders reject the proposed transaction, Greater Hudson will be obligated to pay the Registrant a termination fee equal to \$3,200,000.

The Agreement contains termination provisions which are customary in this type of Agreement, including termination upon a breach of a representation of warranty or failure to comply with any obligation. In addition, either party may terminate the agreement if the Merger has not been consummated by the one year anniversary of the Merger Agreement. The Registrant may terminate the Merger Agreement in the event of shareholder litigation which may have a material adverse effect on the Registrant, or if more than 10% of the Greater Hudson shares exercise dissenters' rights. In addition, Greater Hudson has the right to terminate the agreement in the event that the value of Registrant common stock has declined by 20% and the Registrant's Common Stock has underperformed the NASDAQ Bank Index by 20%. Finally, Greater Hudson has the right to terminate the Agreement pursuant to the fiduciary out discussed immediately above.

The foregoing descriptions of the Merger Agreement, the Voting Agreements, the Voting and Sell Down Agreement, and the Registration Rights Agreement do not purport to be complete and are subject to and are qualified in their entirety by reference to the full text of those respective documents, all of which are filed as Exhibits to this Current Report on Form 8-K and incorporated herein by reference. The representations, warranties and covenants of each party set forth in the Merger Agreement have been made only for purposes of, and were and are solely for the benefit of the parties to, the Merger Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that may differ from those applicable to investors. Accordingly, the Merger Agreement is included with this filing only to provide investors with information regarding the terms of the Merger Agreement, and not to provide investors with any other factual information regarding Registrant, Greater Hudson, their respective affiliates or their respective businesses. Rather, investors and the public should look to other disclosures contained in the Registrant's filings with the Securities and Exchange Commission (the "SEC").

Item 7.01 Regulation FD Disclosure

On July 12, 2018, representatives of the Registrant will present to various investors the information about the Registrant described in the slides attached to this report as Exhibit 99.1, which are incorporated by reference herein.

The information in Item 7.01 of this report is being furnished, not filed, pursuant to Regulation FD. Accordingly, the information in Item 7.01 of this report will not be incorporated by reference into any registration statement filed by the Registrant under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference. The furnishing of the information in this report is not intended to, and does not, constitute a determination or admission by the Registrant that the information in this report is material or complete, or that investors should consider this information before making an investment decision with respect to any security of the Registrant.

Item 8.01 Other Events

The Registrant announced in a press release dated July 12, 2018 the information reported in Item 1.01. Attached and being furnished as Exhibit 99.2 is a copy of such press release.

Item 9.01. Financial Statements and Exhibits.(d) Exhibits

- Exhibit 2.1 Agreement and Plan of Merger, dated as of July 11, 2018, by and between ConnectOne Bancorp, Inc., ConnectOne Bank and Greater Hudson Bank
 - Exhibit 10.1 Form of Voting Agreement executed by all directors and executive officers of Greater Hudson Bank.
 - Exhibit 10.2 Voting and Sell Down Agreement with Kenneth J. Torsoe
 - Exhibit 10.3 Registration Rights Agreement with Kenneth J. Torsoe
 - Exhibit 99.1 Investor Presentation
 - Exhibit 99.2 Press Release dated July 12, 2018
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SIGNATURES

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

CONNECTONE BANCORP, INC.

(Registrant)

Dated: July 12, 2018

By: /s/ William S. Burns

WILLIAM S. BURNS

Executive Vice President and

Chief Financial Officer

Exhibit Index

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- [Exhibit 10.3](#) [Registration Rights Agreement with Kenneth J. Torsoe](#)
- [Exhibit 99.1](#) [Investor Presentation](#)
- [Exhibit 99.2](#) [Press Release dated July 12, 2018](#)
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the “**Agreement**”), dated as of July 11, 2018, is by and among ConnectOne Bancorp, Inc., a New Jersey corporation and registered bank holding company (“**ConnectOne**”), ConnectOne Bank, a New Jersey state chartered commercial bank and wholly-owned subsidiary of ConnectOne (“**Bank**”), and Greater Hudson Bank, a New York state chartered commercial bank (“**Greater Hudson**”). ConnectOne, the Bank and Greater Hudson are sometimes collectively referred to as the “**Parties**” or individually referred to as a “**Party**.” Defined terms are described in Section 9.11 of this Agreement.

RECITALS

A. ConnectOne and the Bank desire to acquire Greater Hudson and the Parties’ respective Boards of Directors have each determined, based upon the terms and conditions hereinafter set forth, that the acquisition is in the best interests of their respective companies and their respective shareholders. The acquisition will be accomplished by (i) merging Greater Hudson with and into the Bank, with the Bank as the surviving entity (the “**Merger**”), and (ii) Greater Hudson’s shareholders receiving the Aggregate Merger Consideration hereinafter set forth. The Boards of Directors of each of Greater Hudson, ConnectOne and the Bank have duly adopted and approved this Agreement and the Board of Directors of Greater Hudson has directed that the Agreement be submitted to the Greater Hudson shareholders for approval.

B. Simultaneously with the execution of this Agreement, each member of the Board of Directors of Greater Hudson, and each executive officer of Greater Hudson, have executed and delivered to ConnectOne a voting agreement in the form attached hereto as Exhibit A (the “**Voting Agreements**”).

C. Simultaneously with the execution of this Agreement, Kenneth J. Torsoe has executed and delivered to ConnectOne that certain Sell-Down Agreement in the form attached hereto as Exhibit B (the “**Sell-Down Agreement**”).

D. The Parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

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

ARTICLE I

THE MERGER

1.1 **The Merger**. Subject to the terms and conditions of this Agreement, in accordance with any applicable provisions of the Bank Merger Act, as amended (12 U.S.C. 1828(c)), the New Jersey Banking Act of 1948, as amended, the New York Banking Law, as amended, the Bank Holding Company Act, as amended (the “**BHC**”), and any applicable regulations of the Federal Deposit Insurance Corporation (the “**FDIC**”), the New York State Department of Financial Services (“**New York Department**”), the New Jersey Department of Banking and Insurance (the “**New Jersey Department**”) and the Board of Governors of the Federal Reserve System (the “**FRB**”), at the Effective Time, Greater Hudson shall merge with and into the Bank, with the Bank as the resulting or surviving institution (the “**Surviving Bank**”). The Bank and Greater Hudson shall execute and deliver a separate merger agreement in the form attached hereto as Exhibit 1.1 (the “**Bank Merger Agreement**”) that references the terms and conditions of this Agreement, for delivery to all applicable bank regulatory agencies, for approval of the Merger.

1.2 **Closing, Closing Date and Effective Time**. Unless a different date, time and/or place are agreed to by the Parties, the closing of the Merger (the “**Closing**”) shall take place at 10:00 a.m. Eastern time, at the offices of Windels Marx Lane & Mittendorf, 120 Albany Street Plaza, 6th Floor, New Brunswick, NJ 08901, on a date determined by mutual written agreement of the Parties, which date (the “**Closing Date**”) shall be not more than five (5) Business Days following the receipt of all necessary regulatory, governmental and shareholder approvals and consents and the expiration of all statutory waiting periods in respect thereof and the satisfaction or waiver of all of the conditions to the consummation of the Merger specified in Article VII of this Agreement (other than the delivery of certificates and other instruments and documents to be delivered at the Closing). Simultaneous with or immediately following the consummation of the Closing, the Parties shall cause to be filed with the New Jersey Department an original and one copy of a certificate of merger relating to the Merger, in the form and substance of the certificate of merger annexed hereto as Exhibit 1.2A (the “**Certificate of Merger**”). The Merger shall be effective as of the time of filing of the Certificate of Merger (the “**Effective Time**”).

1.3 **Effect of the Merger**. At the Effective time, Greater Hudson shall be merged with and into the Bank and the separate existence of Greater Hudson shall cease. At the Effective Time, the Surviving Bank shall be considered the same business and corporate entity as each of the Bank and Greater Hudson and, thereupon and thereafter, all the property, rights, privileges, powers and franchises of each of the Bank and Greater Hudson shall vest in the Surviving Bank and the Surviving Bank shall be subject to and be deemed to have assumed all of the debts, liabilities, obligations and duties of each of the Bank and Greater Hudson and shall have succeeded to all of each of their relationships, as fully and to the same extent as if such property, rights, privileges, powers, franchises, debts, liabilities, obligations, duties and relationships had been originally acquired, incurred or entered into by the Surviving Bank. In addition, any reference to either of the Bank or Greater Hudson in any contract or document, whether executed or taking effect before or after the Effective Time, shall be considered a reference to the Surviving Bank if not inconsistent with the other provisions of such contract or document; and any pending action or other judicial proceeding to which either of the Bank or Greater Hudson is a party shall not be deemed to have been abated or to have been discontinued by reason of the Merger, but may be prosecuted to final judgment, order or decree in the same manner as if the Merger had not been made; or the Surviving Bank may be substituted as a party to such action or proceeding, and any judgment, order or decree may be rendered for or against it that might have been rendered for or against either of the Bank or Greater Hudson if the Merger had not occurred.

1.4 Conversion of Greater Hudson Common Stock.

(a) At the Effective Time, subject to the other provisions of this Section 1.4 and Section 2.2(e) of this Agreement, each share of Greater Hudson's common stock, \$0.01 per share par value (" **Greater Hudson Common Stock** "), issued and outstanding immediately prior to the Effective Time including all unvested awards of restricted stock, which shall be 100% vested as of the Closing Date (other than (i) shares of Greater Hudson Common Stock that are held by Greater Hudson as treasury stock and (ii) shares of Greater Hudson Common Stock held directly or indirectly by ConnectOne or Greater Hudson or any of their respective Subsidiaries (except for Trust Account Shares or DPC Shares)), shall by virtue of this Agreement and without any action on the part of Greater Hudson, ConnectOne, Bank or the holder thereof, cease to be outstanding and shall be converted into and become the right to receive two hundred forty-five one-thousandths (0.245) of a share of common stock, no par value, of ConnectOne (" **ConnectOne Common Stock** ") (such shares, the " **Per Share Stock Consideration** " and the ratio of the Per Share Stock Consideration to one, the " **Exchange Ratio** ").

(b) At the Effective Time, (i) all shares of Greater Hudson Common Stock that are held by Greater Hudson as treasury stock and (ii) all shares of Greater Hudson Common Stock that are held directly or indirectly by ConnectOne or Greater Hudson or any of their respective Subsidiaries (other than shares of Greater Hudson Common Stock (x) held directly or indirectly in trust accounts, managed accounts and the like or otherwise held in a fiduciary capacity for the benefit of third parties (any such shares, and shares of ConnectOne Common Stock which are similarly held, whether held directly or indirectly by ConnectOne or Greater Hudson, as the case may be, being referred to herein as " **Trust Account Shares** ") or (y) held by ConnectOne or Greater Hudson or any of their respective Subsidiaries in respect of a debt previously contracted (any such shares of Greater Hudson Common Stock, and shares of ConnectOne Common Stock which are similarly held, being referred to herein as " **DPC Shares** ")), shall be canceled and shall cease to exist and no stock of ConnectOne or other consideration shall be delivered in exchange therefor. All shares of ConnectOne Common Stock that are owned by Greater Hudson or any of its Subsidiaries (other than Trust Account Shares and DPC Shares) shall become treasury stock of ConnectOne.

(c) On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented outstanding shares of Greater Hudson Common Stock (the " **Certificates** ") shall cease to have any rights as shareholders of Greater Hudson, except the right to receive the Per Share Stock Consideration for each such share of Greater Hudson Common Stock held by them. The consideration which any holder of Greater Hudson Common Stock is entitled to receive pursuant to this Article I is referred to herein as the " **Merger Consideration** ." The aggregate consideration which all of the Greater Hudson shareholders are entitled to receive pursuant to this Article I is referred to herein as the " **Aggregate Merger Consideration** ."

(d) Notwithstanding any provision herein to the contrary, if, between the date of this Agreement and the Effective Time, the shares of ConnectOne Common Stock shall be changed into a different number or class of shares by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend declared thereon with a record date within said period, proportional and appropriate adjustments shall be made to the Exchange Ratio.

1.5 **Exchange Agent**. Greater Hudson and ConnectOne hereby appoint Broadridge Corporate Issuer Solutions (or such other party as ConnectOne shall designate in good faith) as the exchange agent (the “**Exchange Agent**”) for purposes of effecting the conversion of Greater Hudson Common Stock hereunder.

1.6 **ConnectOne Common Stock**. Except for shares of ConnectOne Common Stock owned by Greater Hudson or any of its Subsidiaries (other than Trust Account Shares and DPC Shares), which shall be converted into treasury stock of ConnectOne as contemplated by Section 1.4 of this Agreement, the shares of ConnectOne Common Stock issued and outstanding immediately prior to the Effective Time shall be unaffected and such shares shall remain issued and outstanding.

1.7 **Certificate of Incorporation**. The certificate of incorporation of the Bank as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Bank, until thereafter amended as provided therein and by applicable law.

1.8 **By-Laws**. The by-laws of the Bank as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Bank, until thereafter amended as provided therein and by applicable law.

1.9 **Directors of the Surviving Bank**. At the Effective Time, the directors of the Bank immediately prior to the Effective Time shall continue to be the directors of the Surviving Bank; provided, however, that at the Effective Time, the number of persons constituting the board of directors of the Bank shall be increased by one (1) director (or otherwise create a vacancy on the Board of Directors of the Bank) and the Board of Directors of the Bank shall appoint an individual who, immediately prior to the Effective Time, served as a member of the Board of Greater Hudson to fill such vacancy for a term expiring at the Bank’s next annual meeting. Such additional director shall be recommended by the Board of Greater Hudson prior to the Effective Time, and shall be subject to approval by ConnectOne. At the Bank’s next annual meeting, the Bank shall nominate and ConnectOne shall elect such additional director to the Bank’s Board of Directors for a term of one (1) year and, in connection with each of the Bank’s subsequent annual meetings, such additional director shall be given the same consideration with respect to continued service on the Board of Directors of the Bank as all other directors on the Board of Directors of the Bank. The directors of the Surviving Bank immediately after the Effective Time shall hold office until his or her successor is elected and qualified or otherwise in accordance with the certificate of incorporation and by-laws of the Surviving Bank.

1.10 **Officers of the Bank**. Immediately after the Effective Time, the officers of the Bank immediately prior to the Effective Time shall be the officers of the Surviving Bank, each to hold office in accordance with the certificate of incorporation and by-laws of the Surviving Bank until their respective successors are duly elected or appointed and qualified.

1.11 **Tax Consequences**. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “ Code ”), and that this Agreement shall constitute a "plan of reorganization" for purposes of Section 368 of the Code.

1.12 **Withholding Rights**. ConnectOne shall be entitled to deduct and withhold, or cause the Exchange Agent to deduct and withhold, from funds provided by the holder or from the consideration otherwise payable pursuant to this Agreement to any holder of Greater Hudson Common Stock, the minimum amounts (if any) that ConnectOne is required to deduct and withhold with respect to the making of such payment under the Code or any other provision of the Code or applicable state law. To the extent that amounts are so withheld by ConnectOne, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Greater Hudson Common Stock in respect of which such deduction and withholding was made by ConnectOne.

1.13 **Dissenters' Rights**. Notwithstanding any other provision hereof, each outstanding share of Greater Hudson Common Stock, the holder of which has perfected his or her right to dissent under applicable law and has not effectively withdrawn or lost such right as of the Effective Time (the “ **Dissenting Shares** ”), shall not be converted into or represent a right to receive the Merger Consideration hereunder, and the holder thereof shall be entitled only to such rights as are granted by applicable law. Greater Hudson shall give ConnectOne prompt notice upon receipt by Greater Hudson of any such demands for payment of the fair value of shares of Greater Hudson Common Stock and of withdrawals of such notice and any other related communications (any shareholder duly making such demand being hereinafter called a “ **Dissenting Shareholder** ”), and ConnectOne shall have the right to participate in all discussions, negotiations and proceedings with respect to any such demands. Greater Hudson shall not, except with the prior written consent of ConnectOne, voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment, or waive any failure to timely deliver a written demand for appraisal or the taking of any other action by such Dissenting Shareholder as may be necessary to perfect appraisal rights under applicable law. Any payments made in respect of Dissenting Shares shall be made by the Surviving Bank or ConnectOne.

ARTICLE II

EXCHANGE OF SHARES

2.1 ConnectOne to Make Shares and Cash Available. At or prior to the Effective Time, ConnectOne shall deposit, or shall cause to be deposited, with the Exchange Agent, for the benefit of the holders of Certificates, for exchange in accordance with this Article II, certificates representing shares of ConnectOne Common Stock and cash (to be paid in lieu of the issuance of fractional shares) in an amount sufficient to cover the Aggregate Merger Consideration (such cash and certificates for shares of ConnectOne Common Stock, together with any dividends or distributions with respect thereto, being hereinafter referred to as the “**Exchange Fund**”) to be issued pursuant to Section 1.4 of this Agreement and paid pursuant to Section 2.2(a) of this Agreement in exchange for outstanding shares of Greater Hudson Common Stock.

2.2 Exchange of Shares.

(a) As soon as practicable after the Effective Time, the Exchange Agent shall mail to each holder of record of a Certificate or Certificates a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent) and instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration into which the shares of Greater Hudson Common Stock represented by such Certificate or Certificates shall have been converted pursuant to this Agreement. Greater Hudson and ConnectOne shall have the right to review both the letter of transmittal and the instructions prior to the Effective Time and provide reasonable comments thereon. After the Effective Time, upon surrender of a Certificate for exchange and cancellation to the Exchange Agent, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration to which such holder of Greater Hudson Common Stock shall have become entitled pursuant to the provisions of Article I, and the Certificate so surrendered shall forthwith be canceled. No interest will be paid or accrued on any cash to be paid in lieu of fractional shares constituting Merger Consideration or on any unpaid dividends or distributions, if any, payable to holders of Certificates.

(b) No dividends or other distributions declared after the Effective Time with respect to ConnectOne Common Stock and payable to the holders of record thereof shall be paid to the holder of any unsurrendered Certificate until the holder thereof shall surrender such Certificate in accordance with this Article II. After the surrender of a Certificate in accordance with this Article II, the record holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to shares of ConnectOne Common Stock, if any, represented by such Certificate.

(c) If any certificate representing shares of ConnectOne Common Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the Certificate so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer, and that the person requesting such exchange shall pay to the Exchange Agent in advance any transfer or other Taxes required by reason of the issuance of a certificate representing shares of ConnectOne Common Stock in any name other than that of the registered holder of the Certificate surrendered, or required for any other reason, or shall establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of Greater Hudson of the shares of Greater Hudson Common Stock which were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates representing such shares are presented for transfer to the Exchange Agent, they shall be canceled and exchanged for Merger Consideration as determined in accordance with Article I of this Agreement and this Article II.

(e) Notwithstanding anything to the contrary contained herein, no certificates or scrip representing fractional shares of ConnectOne Common Stock shall be issued upon the surrender for exchange of Certificates, no dividend or distribution with respect to ConnectOne Common Stock shall be payable on or with respect to any fractional share, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a shareholder of ConnectOne. In lieu of the issuance of any such fractional share, ConnectOne shall pay to each former shareholder of Greater Hudson who otherwise would be entitled to receive a fractional share of ConnectOne Common Stock an amount in cash determined by multiplying such fractional interest by the ConnectOne Common Stock Average Price. All shares of Greater Hudson Common Stock held by any such former shareholder of Greater Hudson immediately prior to the Effective Time shall be aggregated before determining the need to pay cash in lieu of fractional shares to such former shareholder.

(f) Any portion of the Exchange Fund that remains unclaimed by the shareholders of Greater Hudson for six (6) months after the Effective Time shall be paid to ConnectOne. Any shareholders of Greater Hudson who have not theretofore complied with this Article II shall thereafter look only to ConnectOne for payment of the shares of ConnectOne Common Stock, cash in lieu of fractional shares and unpaid dividends and distributions on the ConnectOne Common Stock deliverable in respect of each share of Greater Hudson Common Stock such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon. If outstanding Certificates are not surrendered or the payment for them is not claimed prior to the date on which such payments would otherwise escheat to or become the property of any governmental unit or agency, the unclaimed items shall, to the extent permitted by abandoned property Laws, escheat Laws and any other applicable Law, become the property of ConnectOne (and to the extent not in its possession shall be paid over to it), free and clear of all claims or interest of any person previously entitled to such claims. Notwithstanding the foregoing, none of ConnectOne, Greater Hudson, the Exchange Agent or any other person shall be liable to any former holder of shares of Greater Hudson Common Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(g) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by ConnectOne, the posting by such person of a bond in such reasonable and customary amount as ConnectOne may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent or ConnectOne, as the case may be, will issue, in exchange for such lost, stolen or destroyed Certificate, the shares of ConnectOne Common Stock and cash in lieu of fractional shares and unpaid dividends and distributions deliverable in respect thereof pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GREATER HUDSON

References herein to the “ **Greater Hudson Disclosure Schedule** ” shall mean all of the disclosure schedules relating to Greater Hudson and its Subsidiaries required by this Article III and Articles V and VI of this Agreement, dated as of the date hereof and referenced to the applicable specific sections and subsections of Articles III, V and VI of this Agreement, which have been delivered on the date hereof by Greater Hudson to ConnectOne. Each exception set forth in the Greater Hudson Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual Section or subsection of Articles III, V or VI of this Agreement and shall be deemed disclosure with respect to such referenced Section or subsection and also any other Section or subsection of Articles III, V or VI of this Agreement to which the relevance of such item is reasonably apparent. For the avoidance of doubt, subject to the preceding sentence, a representation or warranty may be qualified by a section of the Greater Hudson Disclosure Schedule even if such representation or warranty does not expressly state that it is so qualified. Except as set forth in the Greater Hudson Disclosure Schedule, Greater Hudson hereby represents and warrants to ConnectOne and the Bank as follows:

3.1 Corporate Organization

(a) Greater Hudson is a state-chartered commercial banking corporation duly organized and validly existing under the Laws of the State of New York. The deposit accounts of Greater Hudson are insured by the FDIC through the FDIC’s Deposit Insurance Fund to the fullest extent permitted by applicable Law, and all premiums and assessments required to be paid in connection therewith have been paid when due. Each of Greater Hudson's Subsidiaries is an entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each of Greater Hudson's Subsidiaries has the power and authority (corporate or other) to own or lease all of its properties and assets and to carry on its business as it is now being conducted and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or the location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a Material Adverse Effect on Greater Hudson. Copies of the certificate of incorporation, by-laws, certificate of formation, operating agreement, as applicable, and any other governing documents of each Subsidiary of Greater Hudson have previously been made available to ConnectOne; such copies are true and complete copies of such documents as in effect as of the date of this Agreement.

(b) The minute books of Greater Hudson and each of its Subsidiaries contain true and complete records in all material respects of all meetings and other material corporate actions held or taken since December 31, 2015 (or since the date of formation with respect to any such entity formed on or after December 31, 2015) by their respective shareholders, members, managers and Boards of Directors (including committees of their respective Boards of Directors or managers). Copies of such minute books have been made available to ConnectOne.

(c) Except as set forth in Section 3.1(c) of the Greater Hudson Disclosure Schedule, Greater Hudson and its Subsidiaries do not own or control, directly or indirectly, any equity interest in any corporation, company, limited liability company, association, partnership, joint venture or other entity.

3.2 Capitalization .

(a) The authorized capital stock of Greater Hudson consists, and at Closing will consist, solely of 20,000,000 shares of Greater Hudson Common Stock. As of the date hereof, there were 12,380,420 shares of Greater Hudson Common Stock outstanding (excluding treasury shares but including 49,830 shares of Greater Hudson Common Stock granted under the Greater Hudson Restricted Stock Plans (the “ **Greater Hudson Restricted Shares** ”)) and 7,350 shares of Greater Hudson Common Stock held by Greater Hudson as treasury stock. As of the date hereof, there were no shares of Greater Hudson Common Stock reserved for issuance other than 52,655 shares of Greater Hudson Common Stock reserved for future grants under the Greater Hudson Restricted Stock Plans, the issuance of which is prohibited pursuant to Section 5.1(b) hereof, and which are therefore not entitled to be exchanged for the Per Share Stock Consideration. Section 3.2(a) of the Greater Hudson Disclosure Schedule sets forth with respect to each grant of Greater Hudson Restricted Shares the name of the holder, the number of shares of Greater Hudson Common Stock covered thereby, the date of grant and the vesting schedule. All of the issued and outstanding shares of Greater Hudson Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. Except as referred to above or reflected in Section 3.2(a) of the Greater Hudson Disclosure Schedule, Greater Hudson does not have and is not bound by any outstanding subscriptions, options, warrants, rights, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of Greater Hudson Common Stock or any other equity security of Greater Hudson or any securities representing the right to purchase or otherwise receive any shares of Greater Hudson Common Stock or any other equity security of Greater Hudson.

(b) Section 3.2(b) of the Greater Hudson Disclosure Schedule sets forth a true and complete list of all of the Subsidiaries of Greater Hudson. Except as set forth in Section 3.2(b) of the Greater Hudson Disclosure Schedule, Greater Hudson owns, directly or indirectly, all of the issued and outstanding shares of the capital stock or all of the other equity interests of each of such Subsidiaries, free and clear of all Liens, and all of such shares or other equity interests are duly authorized and validly issued, are (if applicable) fully paid and nonassessable and are free of preemptive rights, with no personal liability attaching to the ownership thereof. No Subsidiary of Greater Hudson has or is bound by any outstanding subscriptions, options, warrants, rights, calls, commitments or agreements of any character with any party that is not a direct or indirect Subsidiary of Greater Hudson calling for the purchase or issuance of any shares of capital stock or any other equity interest of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity interests of such Subsidiary. At the Effective Time, there will not be any outstanding subscriptions, options, warrants, rights, calls, commitments or agreements of any character by which Greater Hudson or any of its Subsidiaries will be bound calling for the purchase or issuance of any shares of the capital stock or other equity interests of Greater Hudson or any of its Subsidiaries and there will be no agreements or understandings with respect to the voting of any such shares or other equity interests binding on Greater Hudson or any of its Subsidiaries.

(c) No bonds, debentures, trust-preferred securities or other similar indebtedness of Greater Hudson are issued or outstanding.

3.3 **Authority; No Violation**.

(a) Greater Hudson has full corporate power and authority to execute and deliver this Agreement and, subject to (i) the Parties (A) obtaining all bank regulatory approvals and making all bank regulatory notifications required to effectuate the Merger and (B) obtaining the other approvals listed in Section 3.4 of this Agreement and (ii) Greater Hudson obtaining the approval of Greater Hudson's shareholders as contemplated herein, to consummate the transactions contemplated by this Agreement in accordance with the terms hereof. On or prior to the date of this Agreement, Greater Hudson's Board of Directors has (1) determined that this Agreement and the Merger are fair to and in the best interests of Greater Hudson and its shareholders and declared the Merger and the other transactions contemplated hereby to be advisable, (2) approved this Agreement, the Merger and the other transactions contemplated hereby, (3) directed that this Agreement and the Merger (the "**Greater Hudson Shareholder Matters**") be submitted to Greater Hudson's shareholders for approval at the Greater Hudson Shareholders' Meeting and (4) resolved to recommend that Greater Hudson's shareholders approve the Merger and this Agreement at the Greater Hudson Shareholders' Meeting (the "**Greater Hudson Board Recommendation**"). The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by the Board of Directors of Greater Hudson. Except for the approval of the Greater Hudson Shareholder Matters by the requisite vote of Greater Hudson's shareholders, no other corporate proceedings on the part of Greater Hudson are necessary to approve this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Greater Hudson and (assuming due authorization, execution and delivery by ConnectOne and the Bank) this Agreement constitutes a valid and binding obligation of Greater Hudson, enforceable against Greater Hudson in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of law or a court of equity, and by bankruptcy, insolvency or similar Laws affecting creditors' rights and remedies generally.

(b) Neither the execution and delivery of this Agreement by Greater Hudson, nor the consummation by Greater Hudson of the transactions contemplated hereby in accordance with the terms hereof, or compliance by Greater Hudson with any of the terms, will (i) violate any provision of the organization certificate or by-laws of Greater Hudson or the certificate of incorporation, by-laws or similar governing documents of any of its Subsidiaries, or (ii) assuming that the consents and approvals referred to in Section 3.4 of this Agreement are duly obtained and except as set forth in Section 3.3(b) of the Greater Hudson Disclosure Schedule, (x) violate any Law or Order applicable to Greater Hudson or any of its Subsidiaries, or any of their respective properties or assets, or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Greater Hudson or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Greater Hudson or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected, except, with respect to (ii) above, such as individually or in the aggregate will not have a Material Adverse Effect on Greater Hudson and its Subsidiaries taken as a whole.

3.4 **Consents and Approvals**. Except for (a) the filing of applications and notices, as applicable, with the FDIC and approval of such applications and notices, (b) the filing of applications and notices, as applicable, with the New Jersey Department and the New York Department and approval of such applications and notices, (c) the filing of applications and waiver requests, as applicable, with the FRB, (d) the filing with the Securities and Exchange Commission (“**SEC**”) and the declaration of effectiveness by the SEC of the registration statement on Form S-4 (the “**S-4**”) in which the Proxy Statement for the meeting of shareholders of Greater Hudson to vote upon the Merger will be included as a proxy statement and prospectus (the “**Proxy Statement**”), (e) the approval of the Greater Hudson Shareholder Matters by the requisite vote of the shareholders of Greater Hudson, (f) the filing of the Certificate of Merger with the New Jersey Department, (g) approval of the listing of the ConnectOne Common Stock to be issued in the Merger on the NASDAQ Global Select Market, (h) such filings as shall be required to be made with any applicable state securities bureaus or commissions, (i) such consents, authorizations or approvals as shall be required under the Environmental Laws and (j) such other filings, authorizations or approvals as may be set forth in Section 3.4 of the Greater Hudson Disclosure Schedule, no consents or approvals of or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality (each a “**Governmental Entity**”) or with any third party (other than consents or approvals of third parties the absence of which will not have a Material Adverse Effect on Greater Hudson and its Subsidiaries taken as a whole) are necessary on behalf of Greater Hudson in connection with (1) the execution and delivery by Greater Hudson of this Agreement and (2) the consummation by Greater Hudson of the Merger and the other transactions contemplated hereby.

3.5 **Reports**.

(a) Greater Hudson and each of its Subsidiaries have timely filed all reports, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file since December 31, 2015 with (i) the New York Department, (ii) the FDIC, and (iii) any other bank regulator that regulates Greater Hudson or any of its Subsidiaries (collectively with the FDIC and the New York Department, the “ **Greater Hudson Regulatory Agencies** ”), and have paid all fees and assessments due and payable in connection therewith. Except for normal examinations conducted by the Greater Hudson Regulatory Agencies in the regular course of the business of Greater Hudson and its Subsidiaries, and except as set forth in Section 3.5 of the Greater Hudson Disclosure Schedule, no Greater Hudson Regulatory Agency has initiated any proceeding or, to the Knowledge of Greater Hudson, investigation into the business or operations of Greater Hudson or any of its Subsidiaries since December 31, 2015, the effect of which is reasonably likely to have a Material Adverse Effect on Greater Hudson or to delay approval of the Merger by any Governmental Entity having jurisdiction over the Merger, ConnectOne, the Bank or their respective Subsidiaries or which is reasonably likely to result in such Governmental Entity’s objecting to the Merger. There is no unresolved violation, criticism, or exception by any Greater Hudson Regulatory Agency with respect to any report or statement relating to any examinations of Greater Hudson or any of its Subsidiaries the effect of which is reasonably likely to have a Material Adverse Effect on Greater Hudson or to delay approval of the Merger by any Governmental Entity having jurisdiction over the Merger, ConnectOne, Greater Hudson or their respective Subsidiaries or which is reasonably likely to result in such Governmental Entity’s objecting to the Merger.

(b) The records, systems, controls, data and information of Greater Hudson and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Greater Hudson or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a materially adverse effect on the system of internal accounting controls described Section 3.6(c) of this Agreement.

(c) Except as set forth in Section 3.5(d) of the Greater Hudson Disclosure Schedule, since December 31, 2015, neither Greater Hudson nor any of its Subsidiaries nor, to the Knowledge of Greater Hudson, any member of Greater Hudson's Board of Directors or executive officer of Greater Hudson or any of its Subsidiaries, has received any material written complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of Greater Hudson or any of its Subsidiaries or their respective internal accounting controls.

3.6 **Financial Statements**

(a) Greater Hudson has previously made available to ConnectOne copies of (a) the consolidated statements of financial condition of Greater Hudson and its Subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of income, changes in shareholders' equity and cash flows for the fiscal years ended December 31, 2017, 2016 and 2015, in each case accompanied by the audit report of Crowe Horwath LLP (the "**Accounting Firm**"), independent public accountants with respect to Greater Hudson, (b) the notes related thereto, (c) the unaudited consolidated statement of financial condition of Greater Hudson and its Subsidiaries as of March 31, 2018 and 2017 and the related unaudited consolidated statements of income for the three (3) months then ended (collectively, the "**Greater Hudson Financial Statements**"). The consolidated statements of financial condition of Greater Hudson (including the related notes, where applicable) included within the Greater Hudson Financial Statements fairly present (subject, in the case of the unaudited statements, to recurring audit adjustments normal in nature and amount), in all material respects, the consolidated financial position of Greater Hudson and its Subsidiaries as of the dates thereof, and the consolidated statements of income, changes in shareholders' equity and cash flows (including the related notes, where applicable) included within the Greater Hudson Financial Statements fairly present (subject, in the case of the unaudited statements, to recurring audit adjustments normal in nature and amount), in all material respects, the consolidated results of operations, changes in shareholders' equity and cash flows of Greater Hudson and its Subsidiaries for the respective fiscal periods therein set forth; and each of the Greater Hudson Financial Statements (including the related notes, where applicable) has been prepared in accordance with GAAP consistently applied during the periods involved. The books and records of Greater Hudson and its Subsidiaries have been, and are being, maintained in accordance with GAAP and any other applicable legal and accounting requirements, and reflect only actual transactions.

(b) Except as and to the extent reflected, disclosed or reserved against in the Greater Hudson Financial Statements (including the notes thereto), as of December 31, 2017 and March 31, 2018, neither Greater Hudson nor any of its Subsidiaries had any liabilities, whether absolute, accrued, contingent or otherwise, material to the financial condition of Greater Hudson and its Subsidiaries on a consolidated basis which were required to be so disclosed under GAAP. Since March 31, 2018, neither Greater Hudson nor any of its Subsidiaries has incurred any material liabilities except in the Ordinary Course of Business or except in connection with this Agreement, the Merger or the other transactions contemplated by this Agreement.

(c) Greater Hudson and its Subsidiaries have devised and maintain a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Since December 31, 2017, there has not been any material change in the internal controls utilized by Greater Hudson to assure that its consolidated financial statements conform with GAAP. Greater Hudson is not aware of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to adversely affect Greater Hudson's ability to record, process, summarize and report financial information and is not aware of any fraud, whether or not material, that involves Greater Hudson's management or other employees who have a significant role in such internal controls.

(d) The Accounting Firm is and has been throughout the periods covered by the Greater Hudson Financial Statements (x) a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act) and (y) "independent" with respect to Greater Hudson within the meaning of the rules of the applicable bank regulatory authorities and the Public Company Accounting Oversight Board. Section 3.6(d) of the Greater Hudson Disclosure Schedule lists all non-audit services performed by the Accounting Firm (or any other of Greater Hudson's then independent public accountants) for Greater Hudson and its Subsidiaries since December 31, 2015.

3.7 Broker's and Other Fees . Neither Greater Hudson nor any Subsidiary of Greater Hudson nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker's fees, commissions or finder's fees in connection with any of the transactions contemplated by this Agreement, except as set forth Section 3.7 of the Greater Hudson Disclosure Schedule. Section 3.7 of the greater Hudson Disclosure Schedule also sets forth the retention agreement of any such firm listed thereon (the "**Advisory Firm** "). Other than fees payable to its attorneys and accountants (the names and terms of retention of which are set forth in Section 3.7 of the Greater Hudson Disclosure Schedule) and the fees payable to the Advisory Firm (as set forth in Section 3.7 of the Greater Hudson Disclosure Schedule), there are no fees payable by Greater Hudson or its Subsidiaries to its financial advisors, attorneys or accountants, in connection with this Agreement or the transactions contemplated hereby or which would be triggered by consummation of the Merger or the termination of the services of such advisors, attorneys or accountants by NJCB or any of its Subsidiaries.

3.8 Absence of Certain Changes or Events .

(a) Except as set forth in Section 3.8(a) of the Greater Hudson Disclosure Schedule or as contemplated by this Agreement, since December 31, 2017, Greater Hudson and its Subsidiaries have carried on their respective businesses in the Ordinary Course of Business (except for the incurrence of expenses in connection with this Agreement).

(b) Except as set forth in Section 3.8(b) of the Greater Hudson Disclosure Schedule, since March 31, 2018, neither Greater Hudson nor any of its Subsidiaries has (i) increased the wages, salaries, compensation, pension, or other benefits or perquisites payable to any current or former officer, employee, or director from the amount thereof in effect as of March 31, 2018 (which amounts have been previously disclosed to ConnectOne), granted any severance or termination pay, entered into any contract to make or grant any severance or termination pay, or paid any bonus, (ii) suffered any strike, work stoppage, slow-down, or other labor disturbance, (iii) been a party to a collective bargaining agreement, contract or other agreement or understanding with a labor union or organization, (iv) been subject to any action, suit, claim, demand, labor dispute or grievance relating to any labor or employment matter involving Greater Hudson or any of its Subsidiaries, including charges of wrongful dismissal or discharge, discrimination, wage and hour violations, or other unlawful labor and/or employment practices or actions, or (v) entered into, or amended, any employment, deferred compensation, change in control, retention, consulting, severance, termination or indemnification agreement with any such current or former officer, employee or director or any Greater Hudson Benefit Plan or other employee benefit plan, program or arrangement.

(c) Except for liabilities incurred in connection with this Agreement or the transactions contemplated hereby, and except as set forth in Section 3.8(c) of the Greater Hudson Disclosure Schedule, since December 31, 2017, there has not been:

(i) any change or development or combination of changes or developments which, individually or in the aggregate, has had a Material Adverse Effect on Greater Hudson,

(ii) any grant, award or issuance of any option to purchase Greater Hudson Common Stock or any other equity of Greater Hudson (a “ **Greater Hudson Stock Option** ”) (in any event, identifying in Section 3.8(d) of the Greater Hudson Disclosure Schedule the issue date, exercise price and vesting schedule, as applicable, for issuances since December 31, 2017) or amendment or modification to the terms of any Greater Hudson Stock Options,

(iii) any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any of Greater Hudson's capital stock,

(iv) any split, combination or reclassification of any of Greater Hudson's capital stock,

(v) any issuance or the authorization of any issuance of any shares of Greater Hudson's capital stock,

(vi) except insofar as may have been required by a change in GAAP or regulatory accounting principles, any change in accounting methods, principles or practices by Greater Hudson or its Subsidiaries affecting their assets, liabilities or business, including, without limitation, any reserving, renewal or residual method, or estimate of practice or policy,

(vii) any Tax election or change in any Tax election, amendment to any Tax Return, closing agreement with respect to Taxes, or settlement or compromise of any Tax liability by Greater Hudson or its Subsidiaries,

(viii) any material change in the investment policies or practices of Greater Hudson or any of its Subsidiaries, or

(ix) any agreement or commitment (contingent or otherwise) to do any of the foregoing.

3.9 Legal Proceedings.

(a) Except as disclosed in Section 3.9(a) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries is a party to any, and there are no pending or, to Greater Hudson's Knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any material nature against Greater Hudson or any of its Subsidiaries or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) Except as set forth in Section 3.9(b) of Greater Hudson Disclosure Schedule, there is no Order imposed upon Greater Hudson, any of its Subsidiaries or the assets of Greater Hudson or any of its Subsidiaries.

3.10 Taxes.

(a) Except where a failure to file Tax Returns, a failure of any such Tax Return to be complete and accurate in any respect or the failure to pay any Tax, individually or in the aggregate, would not be material to the results of operations or financial condition of Greater Hudson and its Subsidiaries on a consolidated basis, (i) Greater Hudson and each of its Subsidiaries have timely filed (taking into account all available extensions) (and until the Effective Time will so file) all Tax Returns required to be filed by any of them in all jurisdictions, (ii) all such Tax Returns are (or, in the case of Tax Returns to be filed prior to the Effective Time, will be) true and complete in all respects, and (iii) Greater Hudson and each of its Subsidiaries have duly and timely paid (and until the Effective Time will so pay) all Taxes that are required to be paid by any of them, except with respect to matters contested in good faith in appropriate proceedings and adequately reserved in the Greater Hudson Financial Statements. The unpaid Taxes of Greater Hudson and its Subsidiaries (x) did not, as of the date of each consolidated statement of condition included in the Greater Hudson Financial Statements, exceed the accruals and reserves for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Greater Hudson Financial Statements (rather than in any notes thereto), and (y) will not exceed that reserve as adjusted for the passage of time through the Effective Time in accordance with the past custom and practice of Greater Hudson and its Subsidiaries in filing their Tax Returns. Neither Greater Hudson nor any of its Subsidiaries has waived any statute of limitations with respect to any material Taxes or, to the extent related to such Taxes, agreed to any extension of time with respect to a Tax assessment or deficiency, in each case to the extent such waiver or agreement is currently in effect. Except as set forth in Section 3.10(a) of the Greater Hudson Disclosure Schedule, the Tax Returns of Greater Hudson and its Subsidiaries which have been examined by the Internal Revenue Service (the “**IRS**”) or the appropriate state, local or foreign Tax authority have been resolved and either no deficiencies were asserted as a result of such examinations or any asserted deficiencies have been paid in full and reflected in the Greater Hudson Financial Statements. Except as set forth in Section 3.10(a) of the Greater Hudson Disclosure Schedule, there are no current, pending or, to the Knowledge of Greater Hudson, threatened actions, audits, or examinations by any Governmental Entity responsible for the collection or imposition of Taxes with respect to Greater Hudson or any of its Subsidiaries, or any pending judicial Tax proceedings or any other Tax disputes, assessments or claims. Except as set forth in Section 3.10(a) of the Greater Hudson Disclosure Schedule, as of the date of this Agreement, neither Greater Hudson nor any of its Subsidiaries has received (i) a request for information related to Tax matters, or (ii) a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Governmental Entity responsible for the collection or imposition of Taxes with respect to Greater Hudson or any of its Subsidiaries. Greater Hudson has made available to ConnectOne true and complete copies of the United States federal, state, local and foreign income Tax Returns filed by Greater Hudson or its Subsidiaries and all examination reports and statements of deficiency assessed against or agreed to by Greater Hudson or any of its Subsidiaries since December 31, December 31, 2015. There are no material Liens with respect to any Taxes upon any of Greater Hudson’s or its Subsidiaries’ assets, other than Permitted Liens. No claim has ever been made by any Governmental Entity in a jurisdiction where Greater Hudson or any of its Subsidiaries does not file Tax Returns that Greater Hudson or any of its Subsidiaries is or may be subject to taxation by that jurisdiction.

(b) Except as set forth in Section 3.10(b) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries (i) has requested any extension of time within which to file any Tax Return which Tax Return has not since been filed, (ii) is a party to any agreement providing for the allocation or sharing of Taxes or otherwise has any liability for Taxes of any person other than Greater Hudson and its Subsidiaries, (iii) has issued or assumed any obligation under Section 279 of the Code, any high yield discount obligation as described in Section 163(i)(1) of the Code or any registration-required obligation within the meaning of Section 163(f)(2) of the Code that is not in registered form, (iv) is or has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code, (v) is or has been a member of an affiliated group (within the meaning of Section 1504(a) of the Code) filing consolidated United States federal income Tax Returns (other than such a group the common parent of which is or was Greater Hudson), (vi) has been a party to any distribution occurring during the last three years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code (or any similar provision of state, local or foreign Law) applied, or (vii) has participated in or otherwise engaged in any “Reportable Transaction” as defined in Section 6707A(c) (1) of the Code and Treasury Regulation Section 1.6011-4(b).

(c) Except as set forth in Section 3.10(c) of the Greater Hudson Disclosure Schedule, no officer, director, employee or contractor (or former officer, director, employee or contractor) of Greater Hudson or any of its Subsidiaries is entitled to now, or will or may be entitled to as a consequence of this Agreement or the Merger (either alone or in conjunction with any other event), any payment or benefit from Greater Hudson or any of its Subsidiaries or from ConnectOne or any of its Subsidiaries which if paid or provided would constitute an “excess parachute payment”, as defined in Section 280G of the Code or regulations promulgated thereunder.

(d) Each plan, program, arrangement or contract that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code is identified as such in Section 3.10(d) of the Greater Hudson Disclosure Schedule. The terms of each of Greater Hudson’s and its Subsidiaries’ “nonqualified deferred compensation plans” subject to Code Section 409A (and associated U.S. Treasury Department guidance) comply with Code Section 409A (and associated U.S. Treasury Department guidance) and each such “nonqualified deferred compensation plan” has been operated in compliance with Code Section 409A (and associated U.S. Treasury Department guidance).

(e) Neither Greater Hudson nor any of its Subsidiaries is required to pay, gross up, or otherwise indemnify any officer, director, employee or contractor for any Taxes, including potential Taxes imposed under Section 409A or Section 4999 of the Code. Neither Greater Hudson nor any of its Subsidiaries have made any payments to employees that are not deductible under Section 162(m) of the Code and consummation of the Merger will not cause any payments to employees to not be deductible thereunder.

(f) Except as set forth in Section 3.10(f) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law) executed on or prior to the Closing Date; (iv) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Tax law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received on or prior to the Closing Date; (vii) election under Section 108(i) of the Code; or (viii) income that accrued in a prior taxable period but that was not included in taxable income for that or another prior taxable period.

(g) Except as set forth in Section 3.10(g) of the Greater Hudson Disclosure Schedule (i) Greater Hudson and its Subsidiaries have complied with all applicable laws, rules and regulations relating to the payment and withholding of Taxes and have, within the time and in the manner provided by law, withheld and paid over to the proper Governmental Entities all amounts required to be so withheld and paid over under applicable laws; and (ii) Greater Hudson and its Subsidiaries have maintained such records in respect to each transaction, event and item (including as required to support otherwise allowable deductions and losses) as are required under applicable Tax law, except where the failure to comply or maintain records under (i) or (ii) would not be material to the results of operations or financial condition of Greater Hudson and its Subsidiaries on a consolidated basis.

(h) For the purposes of this Agreement, (i) the term “ **Tax** ” or “ **Taxes** ” shall mean, with respect to any person, all federal, state, local, foreign and other taxes, customs, tariffs, imposts, levies, duties, government fees or other like assessments or charges of any kind imposed by any jurisdiction, including all income, gross receipts, franchise, profits, withholding, sales, use, ad valorem, goods and services, transfer, registration, license, recording, payroll, social security, employer health, unemployment, disability, employment (including federal and state income tax withholding, backup withholding, employment insurance, workers’ compensation or other payroll taxes, contributions, payments or premiums, as the case may be), environmental (including taxes under Code Section 59A), capital stock, excise, severance, stamp, occupation, premium, windfall profits, prohibited transaction, property, value-added, alternative or add on minimum, net worth, estimated or any other taxes, and any transfer pricing penalties, any amounts payable pursuant to agreements providing for payments in lieu of tax payments, any interest, penalties and additions imposed with respect to such amounts, whether disputed or not, and any liability for tax payments as a result of being a member of an affiliated, consolidated, combined, unitary, or similar group or as a result of transferor or successor liability, and (ii) the term “ **Tax Return** ” shall mean any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, to be filed (whether on a mandatory or elective basis) with any Governmental Entity responsible for the collection or imposition of Taxes.

3.11 **Employee Benefits; Labor and Employment Matters**.

(a) Except as disclosed in Section 3.11(a) of the Greater Hudson Disclosure Schedule, none of Greater Hudson, its Subsidiaries or any ERISA Affiliate sponsor, maintain, administer, contribute to or has an obligation to contribute to or liability under (i) any “employee pension benefit plan”, within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) (the “**Greater Hudson Pension Plans**”), (ii) any “employee welfare benefit plan”, within the meaning of Section 3(l) of ERISA (the “**Greater Hudson Welfare Plans**”), or (iii) any other employee benefit plan, program, policy, agreement or arrangement, including any deferred compensation, retirement, profit sharing, incentive, bonus, commission, stock option or other equity based, phantom, change in control, retention, employment, consulting, severance, dependent care, sick leave, vacation, flex, cafeteria, retiree health or welfare, supplemental income, fringe benefit or other similar plan, program, policy, agreement or arrangement, whether written or unwritten (collectively with the Greater Hudson Pension Plans and the Greater Hudson Welfare Plans, the “**Greater Hudson Benefit Plans**”). Since December 31, 2015, neither Greater Hudson nor any of its ERISA Affiliates has (i) established, maintained, sponsored, participated in or contributed to any plan subject to Section 412 of the Code or Section 302 or Title IV of ERISA or (ii) contributed to or had an obligation to contribute to any “multiemployer plan”, within the meaning of Sections 3(37) and 4001(a)(3) of ERISA. No Greater Hudson Benefit Plan is a multiple employer plan as defined in Section 210 of ERISA. As used herein, “**ERISA Affiliate**”, with respect to Greater Hudson, means any entity required to be aggregated with Greater Hudson under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA, and with respect to ConnectOne, means any entity required to be aggregated with ConnectOne under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

(b) Greater Hudson has made available to ConnectOne true and complete copies of each of the following with respect to each of the Greater Hudson Benefit Plans (with a designation that such copies have been delivered pursuant to Section 3.11(b) of the then current draft of this Agreement): (i) each Greater Hudson Benefit Plan (together with any and all amendments thereto), summary plan description, summary of material modifications, employee handbooks or manuals or, where a Greater Hudson Benefit Plan has not been reduced to writing, a summary of all material terms of such Greater Hudson Benefit Plan; (ii) trust agreement, insurance contract, annuity contract or other funding instruments if any; (iii) the three most recent actuarial reports, if any; (iv) the three most recent financial statements, if any; (v) the three most recent annual reports on Form 5500, including any schedules and attachments thereto; (vi) all determination, opinion, notification and advisory letters and rulings, compliance statements, closing agreements, or similar materials specific to each Greater Hudson Benefit Plan from the IRS or any Governmental Entity and copies of all pending applications with the IRS or any Governmental Entity that relate to any Greater Hudson Benefit Plan; (vii) correspondence regarding actual or potential audits or investigations to or from the IRS, the Department of Labor (the “**DOL**”) or any other Governmental Entity with respect to any Greater Hudson Benefit Plan since December 31, 2015; and (viii) all material written contracts relating to each Greater Hudson Benefit Plan, including fidelity or ERISA bonds and administrative service agreements.

(c) Except as set forth in Section 3.11(c) of the Greater Hudson Disclosure Schedule, at December 31, 2017, the fair value of plan assets of each Greater Hudson Pension Plan equals or exceeds the present value of the projected benefit obligations of each such plan based upon the actuarial assumptions used for purposes of the preparation of the Greater Hudson Financial Statements for the year ended December 31, 2017.

(d) All contributions (including all employer contributions and employee salary reduction contributions) and premium payments required to be made to or with respect to each Greater Hudson Benefit Plan under the terms thereof, ERISA or other applicable Law have been timely made, and all amounts properly accrued to date as liabilities of Greater Hudson and its Subsidiaries which have not been paid have been properly recorded on the books of Greater Hudson and its Subsidiaries.

(e) No event has occurred and no condition exists with respect to any Greater Hudson Benefit Plan that has subjected or could subject Greater Hudson, any of its Subsidiaries or any ERISA Affiliate to any tax, fine, penalty or other liability under the Code or ERISA.

(f) Each of the Greater Hudson Benefit Plans has been operated in all material respects in accordance with its terms and in compliance with the provisions of ERISA, the Code, all regulations, rulings and announcements promulgated or issued thereunder, and all other applicable governmental laws and regulations. Furthermore, the IRS has issued a favorable determination letter with respect to each Greater Hudson Pension Plan that is intended to be qualified under Section 401(a) of the Code to the effect that the Greater Hudson Pension Plan satisfies the requirements of Section 401(a) of the Code (taking into account all changes in qualification requirements under Section 401(a) for which the applicable "remedial amendment period" under Section 401(b) of the Code has expired) and no condition or circumstance exists which could reasonably be expected to disqualify any such plan. Each Greater Hudson Pension Plan subject to the provisions of Section 401(k) or 401(m) of the Code, or both, has been tested for and has satisfied the requirements of Section 401(k)(3), Section 401(m)(2) and Section 416 of the Code, as applicable, for each of the last three plan years. There has not been, nor is there likely to be, a partial termination of any Greater Hudson Pension Plan within the meaning of Section 411(d)(3) of the Code. None of the assets of any Greater Hudson Pension Plan are invested in or consist of Greater Hudson Common Stock.

(g) No non-exempt prohibited transaction, within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA, has occurred with respect to any of the Greater Hudson Benefit Plans. None of Greater Hudson, any of its Subsidiaries, or any plan fiduciary of any Greater Hudson Benefit Plan has engaged in, or has any liability in respect of, any transaction in violation of Section 404 of ERISA.

(h) There are no pending, or, to the Knowledge of Greater Hudson, threatened or anticipated claims (other than routine claims for benefits) by, on behalf of or against any of the Greater Hudson Benefit Plans or any trusts related thereto. None of the Greater Hudson Benefit Plans is the subject of any pending or any threatened investigation, audit or administrative proceeding, including any voluntary compliance submission through the IRS's Employee Plans Compliance Resolution System or the DOL's Voluntary Fiduciary Correction Program, by or with the IRS, the DOL or any other Governmental Entity.

(i) Except as set forth in Section 3.11(i) of the Greater Hudson Disclosure Schedule, no Greater Hudson Benefit Plan provides medical benefits, death benefits or other non-pension benefits (whether or not insured) beyond an employee's retirement or other termination of service, other than (i) coverage mandated by continuation coverage laws, or (ii) death benefits under any Greater Hudson Pension Plan. There are no unfunded benefit obligations which are not accounted for by full reserves shown in the Greater Hudson Financial Statements, or otherwise noted on the Greater Hudson Financial Statements.

(j) There are no welfare benefit funds (within the meaning of Section 419 of the Code) related to a Greater Hudson Welfare Plan, and any Greater Hudson Welfare Plan that is a group health plan (within the meaning of Section 4980B(g)(2) of the Code) complies with all of the applicable material requirements of Section 4980B of the Code.

(k) With respect to each Greater Hudson Benefit Plan that is funded wholly or partially through an insurance policy, there will be no liability of Greater Hudson or any of its Subsidiaries as of the Effective Time under any such insurance policy or ancillary agreement with respect to such insurance policy in the nature of a retroactive rate adjustment, loss sharing arrangement or other actual or contingent liability arising wholly or partially out of events occurring prior to the Effective Time.

(l) Except as set forth in Section 3.11(l) of the Greater Hudson Disclosure Schedule, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event, such as a termination of employment) (i) entitle any current or former officer, employee, director or consultant of Greater Hudson or any of its Subsidiaries to severance pay or a bonus or (ii) accelerate the time of payment, funding, vesting, or increase the amount, of any bonus or any compensation due to, or result in the forgiveness of any indebtedness of, any current or former officer, employee, director or consultant of Greater Hudson or any of its Subsidiaries.

(m) Neither Greater Hudson nor any of its Subsidiaries or ERISA Affiliates has announced an intention to create, or has otherwise created, a legally binding commitment to adopt any additional Greater Hudson Benefit Plans or to amend or modify any existing Greater Hudson Benefit Plan.

(n) With respect to the Greater Hudson Benefit Plans, no event has occurred and, to the Knowledge of Greater Hudson, there exists no condition or set of circumstances in connection with which Greater Hudson, any Subsidiary of Greater Hudson or any ERISA Affiliate would be subject to any liability (other than a liability to pay benefits thereunder) under the terms of such Greater Hudson Benefit Plans, ERISA, the Code or any other applicable law which has had, or would reasonably be expected to have, a Material Adverse Effect on Greater Hudson.

(o) Neither Greater Hudson nor any of its Subsidiaries is, nor at any time has been, a party to any collective bargaining agreement or other labor agreement, nor is any such agreement being negotiated and, to the Knowledge of Greater Hudson, no activities or proceedings are underway by any labor union, organization, association or other employee representation group to organize any employees of Greater Hudson or any of its Subsidiaries. No work stoppage, slowdown or labor strike against Greater Hudson or any of its Subsidiaries is pending or, to the Knowledge of Greater Hudson, threatened. Greater Hudson and its Subsidiaries (i) do not have direct or indirect liability with respect to any misclassification of any Person as an independent contractor or temporary worker hired through a temporary worker agency rather than as an employee, (ii) are in compliance in all material respects with all applicable Laws respecting employment, employment practices, labor relations, employment discrimination, health and safety, terms and conditions of employment and wages and hours and (iii) have not received any written remedial order or notice of offense under applicable occupational health and safety Laws. Neither Greater Hudson nor any of its Subsidiaries has incurred, nor do they expect to incur without ConnectOne's prior written consent, any liability or obligation under the Worker Adjustment and Retraining Notification Act, the regulations promulgated thereunder or any similar state or local Law.

(p) There is no unfair labor practice charge or complaint against Greater Hudson or any of its Subsidiaries pending or, to the Knowledge of Greater Hudson, threatened, before the National Labor Relations Board, any court or any Governmental Entity.

(q) With respect to Greater Hudson and its Subsidiaries, there are no pending or, to the Knowledge of Greater Hudson, threatened actions, charges, citations or Orders concerning: (i) wages, compensation or violations of employment Laws prohibiting discrimination, (ii) representation petitions or unfair labor practices, (iii) violations of occupational safety and health Laws, (iv) workers' compensation, (v) wrongful termination, negligent hiring, invasion of privacy or defamation or (vi) immigration and naturalization or any other claims under state or federal labor Law.

(r) Section 3.11(r) of the Greater Hudson Disclosure Schedule contains a complete and correct list of (i) the names, job titles, current annual compensation, two (2) most recent annual bonuses, overtime exemption status and active or inactive status (and, if inactive, the reason therefor) of each current employee of Greater Hudson and its Subsidiaries whose salary, bonus and commission payments, if any, for the twelve months ended December 31, 2017 was in excess of \$75,000 (calculated on a per annum basis with respect to any such employee who was not employed by Greater Hudson and its Subsidiaries for the entire year), (ii) any increase in annual compensation not disclosed in Section 3.8(b) of the Greater Hudson Disclosure Schedule which is anticipated to be implemented on or before December 31, 2018, and (iii) the name of each Person who currently provides, or who has within the prior twelve (12) month period provided, services to Greater Hudson or any of its Subsidiaries as an independent contractor and the amount paid to such independent contractor by Greater Hudson and its Subsidiaries during the twelve months ended March 31, 2018. To the Knowledge of Greater Hudson, no employee named in Section 3.11(r) of the Greater Hudson Disclosure Schedule has any current plans to terminate employment or service with Greater Hudson or any Subsidiary. Other than as set forth in Section 3.11(r) of the Greater Hudson Disclosure Schedule, all employees of Greater Hudson and its Subsidiaries are employed at will.

(s) Section 6.10(b) of the Greater Hudson Disclosure Schedule accurately sets forth, with respect to Greater Hudson and its Subsidiaries, the amounts payable upon consummation of the Merger under the agreements described therein.

(t) Since December 31, 2017, Greater Hudson has properly recorded and accounted for, and will through the Effective Time properly record and account for, all employee vacation and/or personal time taken by all employees of Greater Hudson.

3.12 **Greater Hudson Information.**

(a) The information relating to Greater Hudson to be contained in the Proxy Statement, as of the date the Proxy Statement is first mailed to shareholders of Greater Hudson, and up to and including the date of the meeting of shareholders of Greater Hudson to which such Proxy Statement relates, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, provided that information as of a later date shall be deemed to modify information as of an earlier date, and further provided that no representation and warranty is made with respect to information relating to ConnectOne and its Subsidiaries included in the Proxy Statement.

(b) The information relating to Greater Hudson and its Subsidiaries provided by Greater Hudson to be contained in the regulatory applications and notifications relating to the Merger, including without limitation any applications and notifications to the FDIC, the New Jersey Department, and the New York Department, will be accurate in all material respects.

3.13 Compliance with Applicable Law.

(a) *General*. Except as set forth in Section 3.13(a) of the Greater Hudson Disclosure Schedule, each of Greater Hudson and each of its Subsidiaries hold all material licenses, franchises, permits and authorizations necessary for the lawful conduct of its business, and each of Greater Hudson and each of its Subsidiaries has complied with, and is not in default in any respect under, any applicable Law of any federal, state or local Governmental Entity relating to Greater Hudson or its Subsidiaries (other than where such defaults or non-compliance will not, alone or in the aggregate, have a Material Adverse Effect on Greater Hudson and its Subsidiaries taken as a whole). Except as disclosed in Section 3.13(a) of the Greater Hudson Disclosure Schedule, Greater Hudson and its Subsidiaries have not received notice of violation of, and do not know of any such violations of, any of the above which have or would reasonably be expected to have a Material Adverse Effect on Greater Hudson and its Subsidiaries taken as a whole. Without limiting the foregoing, none of Greater Hudson, or its Subsidiaries, or to the Knowledge of Greater Hudson, any director, officer, employee, agent or other person acting on behalf of Greater Hudson or any of its Subsidiaries has, directly or indirectly, (i) used any funds of Greater Hudson or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Greater Hudson or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the USA PATRIOT ACT of 2001, as amended, the Bank Secrecy Act of 1970, as amended, the money laundering Laws of any jurisdiction, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of Greater Hudson or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of Greater Hudson or any of its Subsidiaries, or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business or to obtain special concessions for Greater Hudson or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Greater Hudson or any of its Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

(b) *CRA*. Without limiting the foregoing, Greater Hudson and its Subsidiaries have complied in all material respects with the Community Reinvestment Act (“**CRA**”) and Greater Hudson has no reason to believe that any person or group would object successfully to the consummation of the Merger due to the CRA performance of or rating of Greater Hudson or its Subsidiaries. Greater Hudson has a CRA rating of at least “satisfactory.” Except as listed in Section 3.13(b) of the Greater Hudson Disclosure Schedule, since December 31, 2015, no person or group has adversely commented in writing to Greater Hudson or its Subsidiaries in a manner requiring recording in a file of CRA communications upon the CRA performance of Greater Hudson and its Subsidiaries.

3.14 Certain Contracts.

(a) Except as disclosed in Section 3.14(a) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries is a party to or bound by any contract or understanding (whether written or oral) with respect to the employment or termination of any present or former officers, employees, directors or consultants. Greater Hudson has made available to ConnectOne true and complete copies of all written employment agreements, severance, change of control and other termination agreements with officers, employees, directors, or consultants to which Greater Hudson or any of its Subsidiaries is a party.

(b) Except as disclosed in Section 3.14(b) of the Greater Hudson Disclosure Schedule, (i) neither Greater Hudson nor any of its Subsidiaries is a party to or bound by any commitment, agreement or other instrument that is material to the results of operations, cash flows or financial condition of Greater Hudson and its Subsidiaries on a consolidated basis, (ii) no commitment, agreement or other instrument to which Greater Hudson or any of its Subsidiaries is a party or by which any of them is bound limits the freedom of Greater Hudson or any of its Subsidiaries to compete in any line of business, in any geographic area or with any person, and (iii) neither Greater Hudson nor any of its Subsidiaries is a party to (A) any collective bargaining agreement or (B) any other agreement or instrument that (I) grants any right of first refusal, right of first offer or similar right with respect to any material assets or properties of Greater Hudson or any of its Subsidiaries, (II) provides for material payments to be made by Greater Hudson or any of its Subsidiaries upon a change in control thereof, (III) requires referrals of business or requires Greater Hudson or any of its Subsidiaries to make available investment opportunities to any person on a priority or exclusive basis or (IV) requires Greater Hudson or any of its Subsidiaries to use any product or service of another person on an exclusive basis. For purposes of clause (i) above, any contract (x) involving the payment of more than \$50,000 or (y) with a remaining term of greater than six months and reasonably expected to involve the payment of more than \$25,000 (other than contracts relating to banking credit or deposit transactions in the Ordinary Course of Business, which shall not be deemed material for purposes of clause (i)) shall be deemed material.

(c) Except as disclosed in Section 3.14(c) of the Greater Hudson Disclosure Schedule or Section 3.16(a) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries, nor to the Knowledge of Greater Hudson, any other party thereto, is in default in any material respect under any material lease, contract, mortgage, promissory note, deed of trust, loan or other commitment (except those under which Greater Hudson or its Subsidiaries will be the creditor) or arrangement to which Greater Hudson is a party.

(d) Except as set forth in Section 3.14(d) of the Greater Hudson Disclosure Schedule, neither the entering into of this Agreement nor the consummation of the transactions contemplated hereunder will cause Greater Hudson or ConnectOne to become obligated to make any payment of any kind to any party, including but not limited to, any termination fee, breakup fee or reimbursement fee, pursuant to any agreement or understanding between Greater Hudson or its Subsidiaries and such party, other than the payments contemplated by this Agreement.

(e) Except as set forth in Section 3.14(e) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries is a party to or bound by any contract (whether written or oral) with respect to the services of any directors, consultants or other independent contractors that, upon the consummation of the transactions contemplated by this Agreement, will (either alone or upon the occurrence of any additional acts or events) result in any payment or benefits (whether of severance pay or otherwise) becoming due, or the acceleration or vesting of any rights to any payment or benefits, from ConnectOne, Greater Hudson, or any of their respective Subsidiaries to any director, officer, consultant or independent contractor thereof.

(f) Except as set forth in Section 3.14(f) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries is a party to or bound by any contract (whether written or oral) which (i) is a licensing, service or other agreement relating to any IT Assets, or is any other consulting agreement or licensing agreement not terminable on ninety (90) days or less notice involving the payment of more than \$25,000 per annum, or (ii) that materially restricts the conduct of any line of business by Greater Hudson or any of its Subsidiaries.

(g) Section 3.14(g) of the Greater Hudson Disclosure Schedule contains a schedule showing the good faith estimated present value as of December 31, 2017 of the monetary amounts payable (including any Tax indemnification payments in respect of income and/or excise Taxes) and identifying the in-kind benefits due under any plan other than a Tax-qualified plan for each director of Greater Hudson and each officer of Greater Hudson with the position of vice president or higher, specifying the assumptions in such schedule.

Each contract, arrangement, commitment or understanding of the type described in this Section 3.14, whether or not set forth in Section 3.14 of the Greater Hudson Disclosure Schedule, is referred to herein as a “ **Greater Hudson Contract** .” Greater Hudson has previously made available to ConnectOne true and complete copies of each Greater Hudson Contract.

3.15 Agreements with Regulatory Agencies . Except as set forth in Section 3.15 of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries is subject to any cease-and-desist or other order issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or is a recipient of any extraordinary supervisory letter from, or has adopted any board resolutions at the request of any Governmental Entity (each, whether or not set forth on Section 3.15 of the Greater Hudson Disclosure Schedule, a “ **Regulatory Agreement** ”), nor has Greater Hudson or any of its Subsidiaries been advised by any Governmental Entity that it is considering issuing or requesting any Regulatory Agreement. Neither Greater Hudson nor any of its Subsidiaries is required by Section 32 of the Federal Deposit Insurance Act to give prior notice to a Federal banking agency of the proposed addition of an individual to its board of directors or the employment of an individual as a senior executive officer.

3.16 Properties and Insurance .

(a) Section 3.16(a) of the Greater Hudson Disclosure Schedule sets forth a true and complete list of (i) all material real property and interests in real property owned by Greater Hudson and/or any of its Subsidiaries other than any such property or interests categorized as “other real estate owned” (individually, an “ **Owned Property** ” and collectively, the “ **Owned Properties** ”), and (ii) all leases, licenses, agreements or other instruments conveying a leasehold interest in real property by Greater Hudson or any of its Subsidiaries as lessee or lessor (or licensee or licensor, as applicable) (individually, a “ **Real Property Lease** ” and collectively, the “ **Real Property Leases** ” and, together with the Owned Properties, being referred to herein individually as a “ **Greater Hudson Property** ” and collectively as the “ **Greater Hudson Properties** ”).

(b) Section 3.16(b) of the Greater Hudson Disclosure Schedule sets forth a correct legal description, street address and Tax parcel identification number of all Owned Real Properties. Greater Hudson has made available to ConnectOne copies of all deeds, surveys and title policies relating to the Owned Real Properties and copies of all instruments, agreements and other documents evidencing, creating or constituting Liens on such Owned Real Properties to the extent in the possession of Greater Hudson or its Subsidiaries.

(c) Section 3.16(c) of the Greater Hudson Disclosure Schedule sets forth the street address of all real property leased by Greater Hudson or any of its Subsidiaries under the Greater Hudson Real Property Leases and the names of such leases. Greater Hudson has made available to ConnectOne true and complete copies of all Real Property Leases and any and all amendments, modifications, restatements and supplements thereto. None of the Real Property Leases have been modified in any material respect, except to the extent that such modification is disclosed by the copy made available to ConnectOne. The Real Property Leases are valid and enforceable in accordance with their respective terms and neither Greater Hudson nor any of its Subsidiaries nor, to the Knowledge of Greater Hudson, any other party thereto, is in default thereunder in any material respect nor does any condition exist that with the giving of notice or passage of time, or both, would constitute a material default by Greater Hudson or any of its Subsidiaries, other than defaults that have been cured by Greater Hudson or its Subsidiaries or waived in writing. Greater Hudson and its Subsidiaries have not leased or sub-leased any Greater Hudson Property to any third parties.

(d) Greater Hudson or its Subsidiaries have good and marketable title to all Owned Property, and a valid and existing leasehold interest under each of the Real Property Leases, in each case, free and clear of all Liens of any nature whatsoever except (A) Liens set forth on Section 3.16(d) of the Greater Hudson Disclosure Schedule and (B) Permitted Liens. Greater Hudson or one of its Subsidiaries enjoys peaceful, undisturbed and exclusive possession of each Greater Hudson Property. Each Greater Hudson Property is in a good state of maintenance and repair, reasonable wear and tear excepted, does not require material repair or replacement in order to serve its intended purpose, including use and operation consistent with their present use and operation, except for scheduled maintenance, repairs and replacements conducted or required in the Ordinary Course of Business, conforms in all material respects with all applicable Laws and the Greater Hudson Properties are considered by Greater Hudson to be adequate for the current business of Greater Hudson and its Subsidiaries. There are no pending or, to the Knowledge of Greater Hudson, threatened condemnation or eminent domain proceedings that affect any Greater Hudson Property or any portion thereof. There is no option or other agreement (written or otherwise) or right in favor of others to purchase any interest in Owned Properties. With respect to any Greater Hudson Property subject to a Real Property Lease, except as expressly provided in such Real Property Lease, neither Greater Hudson nor any of its Subsidiaries owns or holds, or is obligated under or a party to, any option, right of first refusal or other contractual right to purchase or acquire any real property or any portion thereof or interest therein. All real estate Taxes and assessments which are due and payable as of the date hereof with respect to the Greater Hudson Properties have been paid (or will, prior to the imposition of any penalty or assessment, be paid). Neither Greater Hudson nor any of its Subsidiaries has received any notice of any special Tax or assessment affecting any Greater Hudson Property, and no such Taxes or assessments are pending or, to the Knowledge of Greater Hudson, threatened. No Greater Hudson Property or the use or occupancy thereof violates in any material way any applicable Laws, covenants, conditions or restrictions. Greater Hudson has made available to ConnectOne true and complete copies of all agreements that pertain to the ownership, management or operation of the Greater Hudson Properties.

(e) The tangible assets and other personal property owned or leased by Greater Hudson and/or any of its Subsidiaries are in good condition and repair (ordinary wear and tear excepted) and are fit for use in the Ordinary Course of Business. Section 3.16(e)(i) of the Greater Hudson Disclosure Schedule sets forth all leases of tangible assets and other personal property by Greater Hudson or its Subsidiaries (“**Personal Property Leases**”) involving annual payments in excess of \$25,000. Except as set forth on Section 3.16(e)(ii) of the Greater Hudson Disclosure Schedule, (i) neither Greater Hudson nor any of its Subsidiaries is in material default under any Personal Property Lease and, to the Knowledge of Greater Hudson, none of the other counterparties thereto is in material default under any Personal Property Lease, (ii) no written or, to the Knowledge of Greater Hudson, oral notice has been received by Greater Hudson or by any of its Subsidiaries from any lessor under any Personal Property Lease that Greater Hudson or any of its Subsidiaries is in material default thereunder, (iii) with respect to clauses (i) and (ii) above, to the Knowledge of Greater Hudson, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination, material modification or acceleration of any payments due under such Personal Property Leases, (iv) each of the Personal Property Leases is valid and in full force and effect, (v) neither Greater Hudson’s nor any Subsidiary’s possession and quiet enjoyment of the personal property leased under such Personal Property Leases has been disturbed in any material respect and, to the Knowledge of Greater Hudson, there are no disputes with respect to such Personal Property Leases, (vi) neither Greater Hudson nor any Subsidiary has subleased, licensed or otherwise granted any Person the right to use the personal property leased under such Personal Property Leases and (vii) neither Greater Hudson nor any of its Subsidiaries have collaterally assigned or granted any other security interest in and there are no Liens on the leasehold interest created by such Personal Property Leases other than Permitted Liens. No shareholder or member of the Board of Directors of Greater Hudson has possession of or any right to use any tangible assets and other personal property owned or leased by Greater Hudson and/or any of its Subsidiaries. Greater Hudson has made available to ConnectOne true and complete copies of each written Personal Property Lease, and in the case of any oral Personal Property Lease, a written summary of the material terms of such Personal Property Lease.

(f) The business operations and all insurable properties and assets of Greater Hudson and its Subsidiaries are insured for their benefit against all risks which, in the reasonable judgment of the management of Greater Hudson, should be insured against, in each case under policies or bonds issued by insurers of recognized responsibility, in such amounts with such deductibles and against such risks and losses as are in the reasonable judgment of the management of Greater Hudson adequate for the business engaged in by Greater Hudson and its Subsidiaries. Greater Hudson and its Subsidiaries have not received any notice of cancellation or notice of a material amendment of any such insurance policy or bond and are not in default under any such policy or bond, no coverage thereunder is being disputed and all material claims thereunder have been filed in a timely fashion. Section 3.16(f) of the Greater Hudson Disclosure Schedule sets forth a complete and accurate list of all material primary and excess insurance coverage held by Greater Hudson and/or its Subsidiaries. Copies of all insurance policies reflected on such list have been made available to ConnectOne. Neither Greater Hudson nor any of its Subsidiaries has received any written notice that there are any pending actions or claims against the Greater Hudson Property, Greater Hudson or any of its Subsidiaries, whether or not such claims or actions are covered by insurance. None of the insurance policies maintained by Greater Hudson or its Subsidiaries constitute self-insured fronting policies or are subject to retrospective premium adjustments. Any pending claims that Greater Hudson or its Subsidiaries have made for insurance have been acknowledged for coverage by the applicable insurer.

(g) Section 3.16(g) of the Greater Hudson Disclosure Schedule sets forth an accurate description of any bank owned life insurance coverage (“ **BOLI** ”) maintained by Greater Hudson.

3.17 **Environmental Matters**. Notwithstanding any other provisions of this Agreement, the representations and warranties in this Section 3.17 are the sole representations and warranties of Greater Hudson regarding Environmental Matters. Except as set forth in Section 3.17 of the Greater Hudson Disclosure Schedule:

(a) Each of Greater Hudson and its Subsidiaries, each of the Participation Facilities and, to the Knowledge of Greater Hudson, the Loan Properties are in compliance in all material respects with all applicable Environmental Laws, and with all applicable Orders and contractual obligations relating to any Environmental Matters, pollution or the discharge of, or exposure to, Regulated Substances in the environment or workplace.

(b) There is no suit, claim, action or proceeding, pending or, to the Knowledge of Greater Hudson, threatened, before any Governmental Entity or other forum in which Greater Hudson, any of its Subsidiaries, any Participation Facility or to the Knowledge of Greater Hudson, any Loan Property, has been or, with respect to threatened proceedings, may be, named as a potentially responsible party (x) for alleged noncompliance (including by any predecessor) with any Environmental Laws, or (y) relating to the release of, threatened release of or exposure to any Regulated Substances whether or not occurring at or on a site owned, leased or operated by Greater Hudson or any of its Subsidiaries, any Participation Facility or any Loan Property.

(c) To the Knowledge of Greater Hudson, during the period of (x) Greater Hudson's or any of its Subsidiaries' ownership or operation of any of their respective current or former properties, (y) Greater Hudson's or any of its Subsidiaries' participation in the management of any Participation Facility, or (z) Greater Hudson's or any of its Subsidiaries' interest in a Loan Property, there has been no release of Regulated Substances in, on, under, from or affecting any such property. To the Knowledge of Greater Hudson, prior to the period of (x) Greater Hudson's or any of its Subsidiaries' ownership or operation of any of their respective current or former properties, (y) Greater Hudson's or any of its Subsidiaries' participation in the management of any Participation Facility, or (z) Greater Hudson's or any of its Subsidiaries' interest in a Loan Property, there was no release of Regulated Substances in, on, under, from or affecting any such property, Participation Facility or Loan Property].

(d) The following definitions apply for purposes of this Section 3.17: (v) “ **Regulated Substances** ” means any chemicals, pollutants, contaminants, wastes, toxic substances, petroleum or other substances or materials regulated under any Environmental Law; (w) “ **Loan Property** ” means any property classified by Greater Hudson or any of its Subsidiaries as an OREO property, and, where required by the context, said term means the owner or operator of such property; (x) “ **Participation Facility** ” means any facility in which Greater Hudson or any of its Subsidiaries participates in the management and, where required by the context, said term means the owner or operator of such property; (y) “ **Environmental Laws** ” means any Laws, statutes or regulations, of the United States or New York dealing with Environmental Matters, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., (“ **CERCLA** ”), the Hazardous Material Transportation Act, 49 U.S.C. §1801 et seq., the Solid Waste Disposal Act including the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. (“ **RCRA** ”), the Clean Water Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq., the Emergency Planning and Right-To-Know Act of 1986, 42 U.S.C. §11001 et seq., as in effect and amended, and all other applicable Laws and regulatory guidance relating to the protection of human health and safety, and the environment, the protection of natural resources or providing for any remedy or right of recovery or right of injunctive relief with respect to Environmental Matters; and (z) “ **Environmental Matters** ” means all matters, conditions, liabilities, obligations, damages, losses, claims, requirements, prohibitions, and restrictions arising out of or relating to the environment, natural resources, safety, or sanitation, or the production, storage, handling, use, emission, release, discharge, dispersal, or disposal of any substance, product or waste which is hazardous or toxic or which is regulated by any Environmental Law whatsoever.

3.18 **Opinion**. Prior to the execution of this Agreement, the Board of Directors of Greater Hudson has received the opinion (which, if initially rendered verbally, has been or will be confirmed by a written opinion, dated the same date) of the Advisory Firm to the effect that as of the date of such opinion and based upon and subject to certain factors, assumptions, qualifications and limitations set forth in such opinion, the Exchange Ratio provided for in the Merger pursuant to this Agreement is fair, from a financial point of view, to the holders of Greater Hudson Common Stock. Such opinion has not been amended or rescinded as of the date hereof. A copy of such opinion will be delivered to ConnectOne, solely for informational purposes, as soon as reasonably practicable following the date hereof.

3.19 **Indemnification**. Except as provided in the Greater Hudson Contracts or the organization certificate or by-laws of Greater Hudson or the governing documents of any Greater Hudson Subsidiary as in effect on the date hereof, neither Greater Hudson nor any of its Subsidiaries is a party to any indemnification agreement with any of its present or former directors, officers, employees, agents or with any other persons who serve or served in any other capacity with any other enterprise at the request of Greater Hudson (a “ **Covered Person** ”), and, to the Knowledge of Greater Hudson, there are no claims for which any Covered Person would be entitled to indemnification under the organization certificate or by-laws of Greater Hudson or any Subsidiary of Greater Hudson, applicable Law or any indemnification agreement.

3.20 **Loan Portfolio**.

(a) With respect to each loan owned by Greater Hudson or its Subsidiaries in whole or in part (each, a “ **Loan** ”), to the Knowledge of Greater Hudson:

(i) the note and the related security documents are each legal, valid and binding obligations of the maker or obligor thereof, enforceable against such maker or obligor in accordance with their terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally;

(ii) neither Greater Hudson nor any of its Subsidiaries nor any prior holder of a Loan has modified the note or any of the related security documents in any material respect or satisfied, canceled or subordinated the note or any of the related security documents except as otherwise disclosed by documents in the applicable Loan file;

(iii) Greater Hudson or a Subsidiary is the sole holder of legal and beneficial title to each Loan (or Greater Hudson's applicable participation interest, as applicable), except as otherwise referenced on the books and records of Greater Hudson;

(iv) the note and the related security documents, copies of which are included in the Loan files, are true and complete copies of the documents they purport to be and have not been suspended, amended, modified, canceled or otherwise changed except as otherwise disclosed by documents in the applicable Loan file;

(v) there is no pending or threatened condemnation proceeding or similar proceeding affecting the property that serves as security for a Loan, except as otherwise referenced on the books and records of Greater Hudson;

(vi) there is no pending or threatened litigation or proceeding relating to the property that serves as security for a Loan; and

(vii) with respect to a Loan held in the form of a participation, the participation documentation is legal, valid, binding and enforceable, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

(b) Except as set forth in Section 3.20(b) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries is a party to any written or oral loan agreement, note or borrowing arrangement (including, without limitation, leases, credit enhancements, commitments, guarantees and interest-bearing assets), under the terms of which the obligor was, as of June 1, 2018, over ninety (90) days delinquent in payment of principal or interest. Section 3.20(b) of the Greater Hudson Disclosure Schedule sets forth (a) all of the Loans of Greater Hudson or any of its Subsidiaries that as of June 1, 2018, were classified by Greater Hudson, any of its Subsidiaries or any bank examiner (whether regulatory or internal) as "Special Mention," "Substandard," "Doubtful," "Loss," "Classified," "Criticized," "Credit Risk Assets," "Concerned Loans," "Watch List" or words of similar import, together with the principal amount of and accrued and unpaid interest on each such Loan and the identity of the borrower thereunder, (b) each Loan that was classified as of June 1, 2018 as impaired in accordance with ASC 310 and (c) each asset of Greater Hudson that as of June 1, 2018, was classified as "Other Real Estate Owned" ("OREO") and the book value thereof as of such date.

(c) As of December 31, 2017 and March 31, 2018, the allowance for loan losses in the Greater Hudson Financial Statements was adequate pursuant to GAAP, and remains so as of the date hereof, and the methodology used to compute such allowance complies in all material respects with GAAP and all applicable policies of the Greater Hudson Regulatory Agencies. As of December 31, 2017 and March 31, 2018, the reserve for OREO properties (or if no reserve, the carrying value of OREO properties) in the Greater Hudson Financial Statements was adequate pursuant to GAAP, and remains so as of the date hereof, and the methodology used to compute the reserve for OREO properties (or if no reserve, the carrying value of OREO properties) complies in all material respects with GAAP and all applicable policies of the Greater Hudson Regulatory Agencies.

(d) Greater Hudson has made available to ConnectOne a schedule setting forth a list of all Loans as of June 1, 2018 by Greater Hudson and its Subsidiaries to any directors, executive officers and principal shareholders (as such terms are defined in Regulation O promulgated by the Federal Reserve Board (12 CFR Part 215)) of Greater Hudson or any of its Subsidiaries. Except as set forth in Section 3.20(d) of the Greater Hudson Disclosure Schedule, (i) there are no employee, officer, director or other Affiliate Loans on which the borrower is paying a rate other than that reflected in the note or the relevant credit agreement or on which the borrower is paying a rate which was below market at the time the Loan was made; and (ii) all such Loans are and were made in compliance in all material respects with all applicable Laws.

(e) Except as set forth in Section 3.20(e) of the Greater Hudson Disclosure Schedule, none of the agreements pursuant to which Greater Hudson or any of its Subsidiaries has sold Loans or pools of Loans or participations in Loans or pools of Loans is subject to any obligation to repurchase such Loans or interests therein solely on account of a payment default by the obligor on any such Loan.

(f) Except as set forth in Section 3.20(f) of the Greater Hudson Disclosure Schedule, since December 31, 2015, neither Greater Hudson nor any of its Subsidiaries has originated or serviced or currently holds, directly or indirectly, any Loans that would be commonly referred to as “subprime,” “Alt-A” or “negative amortization” Loans, or home equity Loans or lines of credit with a loan to value ratio at origination of over ninety percent (collectively, “**High Risk Loans**”).

(g) Except as set forth in Section 3.20(g) of the Greater Hudson Disclosure Schedule, neither Greater Hudson nor any of its Subsidiaries owns any investment securities that are secured by High Risk Loans.

3.21 **Reorganization**. Neither Greater Hudson nor any of its Subsidiaries has taken or agreed to take any action, has failed to take any action, or knows of any fact, agreement, plan or other circumstances that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

3.22 **Investment Securities; Borrowings; Deposits**.

(a) Except for investments in Federal Home Loan Bank stock and pledges to secure Federal Home Loan Bank borrowings and reverse repurchase agreements entered into in arms-length transactions pursuant to normal commercial terms and conditions and entered into in the Ordinary Course of Business and restrictions that exist for securities to be classified as “held to maturity,” none of the investment securities held by Greater Hudson or any of its Subsidiaries is subject to any restriction (contractual or statutory) that would materially impair the ability of the entity holding such investment freely to dispose of such investment at any time.

(b) Neither Greater Hudson nor any of its Subsidiaries is a party to or has agreed to enter into an exchange-traded or over the-counter equity, interest rate, foreign exchange or other swap, forward, future, option, cap, floor or collar or any other contract that is not included on the face of the Greater Hudson Financial Statements and is a derivative contract (including various combinations thereof) (each, a “**Derivatives Contract**”) or owns securities that (A) are referred to generically as “structured notes,” “high risk mortgage derivatives,” “capped floating rate notes” or “capped floating rate mortgage derivatives” or (B) are likely to have changes in value as a result of interest or exchange rate changes that significantly exceed normal changes in value attributable to interest or exchange rate changes, except for those Derivatives Contracts and other instruments legally purchased or entered into in the Ordinary Course of Business, consistent with regulatory requirements and listed (as of the date hereof) in Section 3.23(b) of the Greater Hudson Disclosure Schedule.

(c) Set forth in Section 3.22(c) of the Greater Hudson Disclosure Schedule is a true and complete list of the borrowed funds (excluding deposit accounts) of Greater Hudson and its Subsidiaries as of June 1, 2018.

(d) Except as set forth in Section 3.22(d) of the Greater Hudson Disclosure Schedule, none of the deposits of Greater Hudson or any of its Subsidiaries is a “brokered” or “listing service” deposit. Section 3.22(d) of the Greater Hudson Disclosure sets forth a listing of all municipal or public deposits held by Greater Hudson, including the name of the depositor, the amount of the deposit and whether or not the deposit is collateralized.

3.23 Vote Required. Assuming that a quorum is present at the Greater Hudson Shareholders’ Meeting, approval by holders of two-thirds of the outstanding shares of Greater Hudson Common Stock shall be sufficient to constitute approval by Greater Hudson’s shareholders of each of the Greater Hudson Shareholder Matters. A majority of the outstanding capital stock of Greater Hudson Common Stock, represented in person or by proxy, constitutes a quorum for purposes of the Greater Hudson Shareholders’ Meeting.

3.25 Intellectual Property. Except as set forth in Section 3.25 of the Greater Hudson Disclosure Schedule:

(a) Each of Greater Hudson and its Subsidiaries: (i) solely owns (beneficially, and of record where applicable), free and clear of all Liens, other than non-exclusive licenses entered into in the Ordinary Course of Business, all right, title and interest in and to its respective Owned Intellectual Property and (ii) has valid and sufficient rights and licenses to all of its Licensed Intellectual Property. To the Knowledge of Greater Hudson, any such Owned Intellectual Property that is Registered is valid and enforceable.

(b) The Owned Intellectual Property and the Licensed Intellectual Property of Greater Hudson and its Subsidiaries constitute all Intellectual Property necessary for the operation of the respective businesses of Greater Hudson and each of its Subsidiaries as presently conducted. Each of Greater Hudson and its Subsidiaries has sufficient rights to use all Intellectual Property used in its respective business as presently conducted.

(c) The operation of Greater Hudson and each of its Subsidiaries' respective businesses as presently conducted does not infringe, dilute, misappropriate or otherwise violate the Intellectual Property rights of any Person.

(d) Neither Greater Hudson nor any of its Subsidiaries has received any notice (including, but not limited to, any invitation to license or request or demand to refrain from using intellectual property rights) from any Person during the two years prior to the date hereof, asserting that Greater Hudson or any of its Subsidiaries, or the operation of any of their respective businesses, infringes, dilutes, misappropriates or otherwise violates any Person's Intellectual Property rights.

(e) To the Knowledge of Greater Hudson, no Person has infringed, diluted, misappropriated or otherwise violated any of Greater Hudson's or any of its Subsidiaries' rights in its Owned Intellectual Property.

(f) Greater Hudson and each of its Subsidiaries has taken reasonable measures to protect: (i) their rights in their respective Owned Intellectual Property and (ii) the confidentiality of all Trade Secrets that are owned, used or held by Greater Hudson or any of its Subsidiaries, and to the Knowledge of Greater Hudson, such Trade Secrets have not been used, disclosed to or discovered by any Person except pursuant to appropriate non-disclosure agreements which have not been breached.

(g) Greater Hudson's and each of its Subsidiaries' respective IT Assets: (i) operate and perform in all material respects as required by Greater Hudson and each of its Subsidiaries in connection with their respective businesses and (ii) to the Knowledge of Greater Hudson, have not materially malfunctioned or failed within the past two years.

(h) Greater Hudson and each of its Subsidiaries: (i) is, and at all times prior to the date hereof has been, compliant in all material respects with all applicable Laws, and their own privacy policies and commitments to their respective customers, consumers and employees, concerning data protection and the privacy and security of personal data and the nonpublic personal information of their respective customers, consumers and employees and (ii) at no time during the two years prior to the date hereof has received any notice asserting any material violations of any of the foregoing.

(i) For purposes of this Agreement:

(1) “ **Intellectual Property** ” means any and all: (i) trademarks, service marks, brand names, collective marks, Internet domain names, logos, symbols, trade dress, trade names, business names, corporate names, slogans, designs and other indicia of origin, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals for the foregoing, and all goodwill associated therewith and symbolized thereby; (ii) patents and patentable inventions (whether or not reduced to practice), all improvements thereto, and all invention disclosures and applications therefor, together with all divisions, continuations, continuations-in-part, revisions, renewals, extensions, reexaminations and reissues thereof; (iii) confidential proprietary business information, trade secrets and know-how, including processes, schematics, business and other methods, technologies, techniques, protocols, formulae, drawings, prototypes, models, algorithms, processes, designs, discoveries and inventions (whether or not patentable) (“ **Trade Secrets** ”); (iv) copyrights in published and unpublished works of authorship (including databases and other compilations of information), and all registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (v) other intellectual property rights.

(2) “ **IT Assets** ” means, with respect to any Person, the computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data, data communications lines, and all other information technology equipment, and all associated documentation owned by such Person or such Person’s Subsidiaries.

(3) “ **Licensed Intellectual Property** ” means, with respect to any Person, the Intellectual Property owned by third persons that is used in or necessary for the operation of the respective businesses of such Person and each of its Subsidiaries as presently conducted.

(4) “ **Owned Intellectual Property** ” means, with respect to any Person, Intellectual Property owned or purported to be owned by such Person or any of its Subsidiaries.

(5) “ **Registered** ” means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or Internet domain name registrar.

3.26 **Prior Regulatory Applications**. Except as disclosed in Section 3.26 of Greater Hudson Disclosure Schedule, since December 31, 2015, no regulatory agency has objected to, denied, or advised Greater Hudson or any Subsidiary of Greater Hudson to withdraw, and to the Knowledge of Greater Hudson, no third party has submitted an objection to a Governmental Entity having jurisdiction over Greater Hudson or any Subsidiary of Greater Hudson regarding, any application, notice, or other request filed by Greater Hudson or any Subsidiary of Greater Hudson with any Governmental Entity having jurisdiction over Greater Hudson or such Subsidiary.

3.27 **Ownership of ConnectOne Common Stock; Affiliates and Associates**.

(a) Other than as contemplated by this Agreement, neither Greater Hudson nor any of its “affiliates” or “associates” (as such terms are defined under the Exchange Act) beneficially owns, directly or indirectly, or is a party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, any shares of capital stock of ConnectOne (other than Trust Account Shares and DPC Shares).

(b) Neither Greater Hudson nor any of its Subsidiaries is an “interested stockholder” of ConnectOne as defined under Section 14A:10A-3 of the New Jersey Business Corporation Act.

3.28 **Disclosure**. The representations or warranties contained in this Article III, when considered as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in this Article III not misleading.

3.29 **Cybersecurity**. To the Knowledge of Greater Hudson, no third party has gained unauthorized access to any hardware, software, databases or embedded control systems (“**Systems**”) or IT Assets owned or controlled by Greater Hudson or any of its Subsidiaries, and Greater Hudson and each of its Subsidiaries have taken commercially reasonable steps and implemented commercially reasonable safeguards to ensure that the Systems and IT Assets are secure from unauthorized access and free from any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials. Greater Hudson and each of its Subsidiaries have implemented backup and disaster recovery policies, procedures and systems consistent with generally accepted industry standards for a community bank.

3.30 **Services Not Provided**. Neither Greater Hudson nor any of its Subsidiaries provides investment management, investment advisory or sub-advisory services to any Person (including management and advice provided to separate accounts and participation in wrap fee programs) and is required to register with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended. Neither Greater Hudson nor any of its Subsidiaries is a broker-dealer required to be registered under the Exchange Act with the SEC. Neither Greater Hudson nor any of its Subsidiaries conducts insurance operations that require a license from any national, state or local governmental authority or regulatory authority under any applicable Law. Greater Hudson does not have trust powers, and does not provide fiduciary services.

3.31 **No Other Representations or Warranties**.

(a) Except for the representations and warranties made by Greater Hudson in this Article III, neither Greater Hudson nor any other Person makes any express or implied representation or warranty with respect to Greater Hudson, its Subsidiaries, or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, and Greater Hudson hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Greater Hudson nor any other Person makes or has made any representation or warranty to ConnectOne or any of its Affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Greater Hudson, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by Greater Hudson in this Article III, any oral or written information presented to ConnectOne or any of its Affiliates or representatives in the course of their due diligence investigation of Greater Hudson, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Greater Hudson acknowledges and agrees that neither ConnectOne nor any other Person has made or is making any express or implied representation or warranty other than those contained in Article IV of this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CONNECTONE

References herein to the “ **ConnectOne Disclosure Schedule** ” shall mean all of the disclosure schedules relating to ConnectOne and its Subsidiaries required by this Article IV and Articles V and VI of this Agreement, dated as of the date hereof and referenced to the applicable specific sections and subsections of Articles IV, V and VI of this Agreement, which have been delivered on the date hereof by ConnectOne to Greater Hudson. Each exception set forth in the ConnectOne Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual Section or subsection of Articles IV, V or VI of this Agreement and shall be deemed disclosure with respect to such referenced Section or subsection and also any other Section or subsection of Articles IV, V or VI of this Agreement to which the relevance of such item is reasonably apparent. For the avoidance of doubt, subject to the preceding sentence, a representation or warranty may be qualified by a section of the ConnectOne Disclosure Schedule even if such representation or warranty does not expressly state that it is so qualified. Except as set forth in the ConnectOne Disclosure Schedule or as disclosed in any ConnectOne Report filed by ConnectOne with the SEC since December 31, 2015 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), ConnectOne hereby represents and warrants to Greater Hudson as follows:

4.1 Corporate Organization

(a) ConnectOne is a corporation duly organized, validly existing and in good standing under the Laws of the State of New Jersey. ConnectOne has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a Material Adverse Effect on ConnectOne. ConnectOne is registered as a bank holding company under the BHC. Copies of the certificate of incorporation and by-laws of ConnectOne have previously been made available to Greater Hudson; such copies are true and complete copies of such documents as in effect as of the date of this Agreement.

(b) The Bank is a commercial bank organized under the laws of the State of New Jersey. The deposit accounts of the Bank are insured by the FDIC through the FDIC's Deposit Insurance Fund to the fullest extent permitted by applicable Law, and all premiums and assessments required to be paid in connection therewith have been paid when due. Copies of the certificate of incorporation and by-laws of the Bank have previously been made available to Greater Hudson; such copies are true and complete copies of such documents as in effect as of the date of this Agreement. Each of ConnectOne's other Subsidiaries is an entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each of ConnectOne's Subsidiaries has the power and authority (corporate or other) to own or lease all of its properties and assets and to carry on its business as it is now being conducted and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or the location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a Material Adverse Effect on ConnectOne.

(c) The minute books of ConnectOne and each of its Subsidiaries contain true and complete records in all material respects of all meetings and other material corporate actions held or taken since December 31, 2015 (or since the date of formation with respect to any such entity formed on or after December 31, 2015) by their respective shareholders, members, managers and Boards of Directors (including committees of their respective Boards of Directors or managers). Copies of such minute books have been made available to Greater Hudson.

(d) Except as set forth in Section 4.1(d) of the ConnectOne Disclosure Schedule or as set forth in the ConnectOne Reports, ConnectOne and its Subsidiaries do not own or control, directly or indirectly, any equity interest in any corporation, company, limited liability company, association, partnership, joint venture or other entity except for shares held by the Bank in a fiduciary or custodial capacity in the Ordinary Course of Business (which, except as disclosed in Section 4.1(d) of the ConnectOne Disclosure Schedule, do not in the aggregate constitute more than 5% of the voting shares or interests in any such corporation, company, limited liability company, association, partnership, joint ventures or other entity) and except that which the Bank holds pursuant to satisfaction of obligations due to the Bank and which are disclosed in Section 4.1(d) of the ConnectOne Disclosure Schedule.

4.2 Capitalization.

(a) The authorized capital stock of ConnectOne consists solely of 50,000,000 shares of ConnectOne Common Stock and 5,000,000 shares of preferred stock, no par value (" **ConnectOne Preferred Stock** "). As of the date hereof, there were 31,971,353 shares of ConnectOne Common Stock outstanding, no shares of ConnectOne Preferred Stock issued and outstanding, 1,326,666 shares of ConnectOne Common Stock held as treasury stock and no shares of ConnectOne Preferred Stock held as treasury stock. As of the date hereof, there were no shares of ConnectOne Common Stock reserved for issuance except for 179,178 shares of ConnectOne Common Stock reserved for issuance pursuant to ConnectOne's 2012 Equity Compensation Plan and 2017 equity Compensation Plan (collectively, the " **ConnectOne Stock Incentive Plans** ") and 602,651 shares of ConnectOne Common Stock reserved for issuance pursuant to ConnectOne's dividend reinvestment and stock purchase plan (the " **ConnectOne DRIP** "). All of the issued and outstanding shares of ConnectOne Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

(b) The ConnectOne Financial Statements (as defined below) disclose ConnectOne's outstanding equity awards (the " **ConnectOne Equity Awards** "). Except for shares of capital stock issuable pursuant to the ConnectOne Equity Awards and pursuant to the ConnectOne DRIP, as of the date hereof ConnectOne does not have and is not bound by any outstanding subscriptions, options, warrants, rights, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of ConnectOne Common Stock or any other equity security of ConnectOne or any securities representing the right to purchase or otherwise receive any shares of ConnectOne Common Stock or any other equity security of ConnectOne. Assuming the receipt of all necessary approvals from ConnectOne's shareholders with respect to the ConnectOne Shareholder Matters, the shares of ConnectOne Common Stock to be issued pursuant to the Merger will be duly authorized and validly issued and, at the Effective Time, all such shares will be fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

(c) Section 4.2(c) of the ConnectOne Disclosure Schedule sets forth a true and complete list of all of the Subsidiaries of ConnectOne. Except as set forth in Section 4.2(c) of the ConnectOne Disclosure Schedule, ConnectOne owns, directly or indirectly, all of the issued and outstanding shares of the capital stock or all of the other equity interests of each of such Subsidiaries, free and clear of all Liens, and all of such shares or other equity interests are duly authorized and validly issued, are (if applicable) fully paid and nonassessable and are free of preemptive rights, with no personal liability attaching to the ownership thereof. No Subsidiary of ConnectOne has or is bound by any outstanding subscriptions, options, warrants, rights, calls, commitments or agreements of any character with any party that is not a direct or indirect Subsidiary of ConnectOne calling for the purchase or issuance of any shares of capital stock or any other equity interest of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity interests of such Subsidiary. The authorized capital stock of the Bank consists of 5,000,000 shares of common stock, of which 2,062,197 are issued and outstanding on the date hereof. There is one share of the Bank's common stock outstanding; such share is owned by ConnectOne.

(d) Except as set forth in the ConnectOne Financial Statements, no bonds, debentures, trust-preferred securities or other similar indebtedness of ConnectOne are issued or outstanding.

4.3 **Authority; No Violation.**

(a) ConnectOne has full corporate power and authority to execute and deliver this Agreement and subject to (i) the Parties' (A) obtaining all bank regulatory approvals and making all bank regulatory notifications required to effectuate the Merger and (B) obtaining the other approvals listed in Section 4.4 of this Agreement, (ii) obtaining all bank regulatory approvals and making all bank regulatory notifications required to effectuate the Merger and (iii) obtaining the other approvals listed in Section 4.4 of this Agreement, to consummate the transactions contemplated by this Agreement in accordance with the terms hereof. On or prior to the date of this Agreement, ConnectOne's Board of Directors has (1) determined that this Agreement and the Merger are fair to and in the best interests of ConnectOne and its shareholders and declared the Merger and the other transactions contemplated hereby to be advisable and (2) approved this Agreement, the Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by the Board of Directors of the Bank. Except as set forth above, no other corporate proceedings on the part of ConnectOne or the Bank are necessary to approve this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by ConnectOne and the Bank and (assuming due authorization, execution and delivery by Greater Hudson) this Agreement constitutes a valid and binding obligation of ConnectOne and the Bank, enforceable against each in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of law or a court of equity, and by bankruptcy, insolvency or similar Laws affecting creditors' rights and remedies generally.

(b) Neither the execution and delivery of this Agreement by ConnectOne or the Bank, nor the consummation by ConnectOne or the Bank of the transactions contemplated hereby in accordance with the terms hereof, or compliance by ConnectOne or the Bank with any of the terms or provisions hereof, will (i) violate any provision of the certificate of incorporation or by-laws of ConnectOne or the certificate of incorporation, by-laws or similar governing documents of any of its Subsidiaries, or (ii) assuming that the consents and approvals referred to in Section 4.4 of this Agreement are duly obtained and except as set forth in Section 4.3(b) of the ConnectOne Disclosure Schedule, (x) violate any Law or Order applicable to ConnectOne or any of its Subsidiaries, or any of their respective properties or assets, or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of ConnectOne or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which ConnectOne or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected, except, with respect to (ii) above, such as individually or in the aggregate will not have a Material Adverse Effect on ConnectOne and its Subsidiaries taken as a whole.

4.4 Consents and Approvals. Except for (a) the filing of applications and notices, as applicable, with the FDIC and approval of such applications and notices, (b) the filing of applications and notices, as applicable, with the New Jersey Department and New York Department and approval of such applications and notices, (c) the filing of applications and waivers, as applicable, with the FRB, (d) the filing of the S-4 with the SEC and the declaration by the SEC of effectiveness of the S-4, (e) the filing of the Certificate of Merger with the New Jersey Department, (f) approval of the listing of the ConnectOne Common Stock to be issued in the Merger on the NASDAQ Global Select Market, (g) such filings as shall be required to be made with any applicable state securities bureaus or commissions, (h) such consents, authorizations or approvals as shall be required under the Environmental Laws and (i) such other filings, authorizations or approvals as may be set forth in Section 4.4 of the ConnectOne Disclosure Schedule, no consents or approvals or filings or registrations with any Governmental Entity or with any third party (other than consents or approvals of third parties the absence of which will not have a Material Adverse Effect on ConnectOne and its Subsidiaries taken as a whole) are necessary on behalf of ConnectOne or the Bank in connection with (1) the execution and delivery by ConnectOne or the Bank of this Agreement and (2) the consummation by ConnectOne or the Bank of the Merger and the other transactions contemplated hereby.

4.5 Reports.

(a) ConnectOne and each of its Subsidiaries have timely filed all reports, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file since December 31, 2015 with (i) the FRB, (ii) the FDIC, (iii) the New Jersey Department and (iv) any other bank regulator that regulates ConnectOne or any of its Subsidiaries (collectively with the FRB, the New Jersey Department and the FDIC, the “ **ConnectOne Regulatory Agencies** ”), and have paid all fees and assessments due and payable in connection therewith. Except for normal examinations conducted by the ConnectOne Regulatory Agencies in the regular course of the business of ConnectOne and its Subsidiaries, and except as set forth in Section 4.5(a) of the ConnectOne Disclosure Schedule, no ConnectOne Regulatory Agency has initiated any proceeding or, to the Knowledge of ConnectOne, investigation into the business or operations of ConnectOne or any of its Subsidiaries since December 31, 2015 the effect of which is reasonably likely to have a Material Adverse Effect on ConnectOne or to delay approval of the Merger by any Governmental Entity having jurisdiction over the Merger, ConnectOne, Greater Hudson or their respective Subsidiaries or which is reasonably likely to result in such Governmental Entity’s objecting to the Merger. There is no unresolved violation, criticism, or exception by any ConnectOne Regulatory Agency with respect to any report or statement relating to any examinations of ConnectOne or any of its Subsidiaries the effect of which is reasonably likely to have a Material Adverse Effect on ConnectOne or to delay approval of the Merger by any Governmental Entity having jurisdiction over the Merger, ConnectOne, Greater Hudson or their respective Subsidiaries or which is reasonably likely to result in such Governmental Entity’s objecting to the Merger.

(b) ConnectOne has filed all reports, schedules, registration statements, prospectuses and other documents, together with amendments thereto, required to be filed with the SEC since December 31, 2015 (the “**ConnectOne Reports**”). As of their respective dates of filing with the SEC (or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of such subsequent filing), the ConnectOne Reports complied, and each ConnectOne Report filed subsequent to the date hereof and prior to the Effective Time will comply, in all material respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and the Dodd-Frank Act, and did not or will not, as the case may be, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no outstanding comments from, or unresolved issues raised by, the SEC with respect to any of the ConnectOne Reports. None of ConnectOne’s Subsidiaries is required to file periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. No executive officer of ConnectOne has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act and, to the Knowledge of ConnectOne, no enforcement action has been initiated by the SEC against ConnectOne or its officers or directors relating to disclosures contained in any ConnectOne Report.

(c) The records, systems, controls, data and information of ConnectOne and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of ConnectOne or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a materially adverse effect on the system of internal accounting controls described in Section 4.6(c) of this Agreement.

(d) Except as set forth in Section 4.5(d) of the ConnectOne Disclosure Schedule, since December 31, 2015, neither ConnectOne nor any of its Subsidiaries nor, to the Knowledge of ConnectOne, any member of ConnectOne’s Board of Directors or executive officer of ConnectOne or any of its Subsidiaries, has received any material written complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of ConnectOne or any of its Subsidiaries or their respective internal accounting controls.

4.6 Financial Statements

(a) ConnectOne has previously made available to Greater Hudson copies of (i) the consolidated statements of financial condition of ConnectOne and its Subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of income, changes in shareholders' equity and cash flows for the fiscal years ended December 31, 2017, 2016 and 2015, in each case accompanied by the audit report of Crowe Horwath LLP, independent public accountants with respect to ConnectOne, (ii) the notes related thereto, (iii) the unaudited consolidated statement of financial condition of ConnectOne and its Subsidiaries as of March 31, 2018 and 2017 and the related unaudited consolidated statements of income and cash flows for the three (3) months ended March 31, 2018 and 2017 and (iv) the notes related thereto (collectively, the “ **ConnectOne Financial Statements** ”). The consolidated statements of financial condition of ConnectOne (including the related notes, where applicable) included within the ConnectOne Financial Statements fairly present (subject, in the case of the unaudited statements, to recurring audit adjustments normal in nature and amount), in all material respects, and the consolidated statements of financial condition of the ConnectOne (including the related notes, where applicable) to be included or incorporated by reference in the S-4 will fairly present (subject, in the case of the unaudited statements, to recurring audit adjustments normal in nature and amount), in all material respects, the consolidated financial position of ConnectOne and its Subsidiaries as of the dates thereof, and the consolidated statements of income, changes in shareholders' equity and cash flows (including the related notes, where applicable) included within the ConnectOne Financial Statements fairly present (subject, in the case of the unaudited statements, to recurring audit adjustments normal in nature and amount), in all material respects, and the consolidated statements of income, changes in shareholders' equity and cash flows of ConnectOne (including the related notes, where applicable) to be included or incorporated by reference in the S-4 will fairly present (subject, in the case of the unaudited statements, to recurring audit adjustments normal in nature and amount), in all material respects, the consolidated results of operations, changes in shareholders' equity and cash flows and the consolidated financial position of the ConnectOne and its Subsidiaries for the respective fiscal periods therein set forth; each of the ConnectOne Financial Statements (including the related notes, where applicable) complies, and each of such consolidated financial statements (including the related notes, where applicable) to be included or incorporated by reference in the S-4 will comply, with accounting requirements applicable to financial statements to be included or incorporated by reference in the S-4 and with the published rules and regulations of the SEC with respect thereto, including without limitation Regulation S-X; and each of the ConnectOne Financial Statements (including the related notes, where applicable) has been, and each of such consolidated financial statements (including the related notes, where applicable) to be included or incorporated by reference in the S-4 will be, prepared in accordance with GAAP consistently applied during the periods involved, except, in the case of unaudited statements, as permitted by the SEC with respect to financial statements included on Form 10-Q. The books and records of ConnectOne and its Subsidiaries have been, and are being, maintained in accordance with GAAP and any other applicable legal and accounting requirements, and reflect only actual transactions.

(b) Except as and to the extent reflected, disclosed or reserved against in the ConnectOne Financial Statements (including the notes thereto), as of December 31, 2017, neither ConnectOne nor any of its Subsidiaries had any liabilities, whether absolute, accrued, contingent or otherwise, material to the financial condition of ConnectOne and its Subsidiaries on a consolidated basis which were required to be so disclosed under GAAP. Since March 31, 2018, neither ConnectOne nor any of its Subsidiaries has incurred any material liabilities except in the Ordinary Course of Business, except in connection with this Agreement, the Merger or the other transaction contemplated by this Agreement, or as disclosed in any ConnectOne Report.

(c) ConnectOne and its Subsidiaries have devised and maintain a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. ConnectOne has designed disclosure controls and procedures (within the meaning of Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) to ensure that material information relating to ConnectOne and its Subsidiaries is made known to the management of ConnectOne by others within those entities as appropriate to allow timely decisions regarding required disclosure and to make the certifications required by the Exchange Act with respect to the ConnectOne Reports. Since March 31, 2018, there has not been any material change in the internal controls utilized by ConnectOne to assure that its consolidated financial statements conform with GAAP. ConnectOne is not aware of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to adversely affect ConnectOne's ability to record, process, summarize and report financial information and is not aware of any fraud, whether or not material, that involves ConnectOne's management or other employees who have a significant role in such internal controls.

(d) For purposes of this Agreement, the term “ **ConnectOne's Accounting Firm** ” shall mean Crowe Horwath LLP. ConnectOne's Accounting Firm is and has been throughout the periods covered by the ConnectOne Financial Statements (x) a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act) and (y) “independent” with respect to ConnectOne within the meaning of the rules of the applicable bank regulatory authorities and the Public Company Accounting Oversight Board.

4.7 **Broker**. Neither ConnectOne nor any of its Subsidiaries nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker's fees, commissions or finder's fees in connection with any of the transactions contemplated by this Agreement except as set forth Section 4.7 of the ConnectOne Disclosure Schedule.

4.8 **Absence of Certain Changes or Events**.

(a) Except as set forth in Section 4.8(a) of the ConnectOne Disclosure Schedule, as disclosed in a ConnectOne Report or as contemplated by this Agreement, since March 31, 2018, ConnectOne and its Subsidiaries have carried on their respective businesses in the Ordinary Course of Business (except for the incurrence of expenses in connection with this Agreement).

(b) Except for liabilities incurred in connection with this Agreement or the transactions contemplated hereby, and except as set forth in Section 4.8(d) of the ConnectOne Disclosure Schedule or disclosed in a ConnectOne Report, since March 31, 2018, there has not been:

(i) any change or development or combination of changes or developments which, individually or in the aggregate, has had a Material Adverse Effect on ConnectOne,

(ii) except insofar as may have been required by a change in GAAP or regulatory accounting principles, any change in accounting methods, principles or practices by ConnectOne or its Subsidiaries affecting their assets, liabilities or business, including, without limitation, any reserving, renewal or residual method, or estimate of practice or policy, or

(iii) any agreement or commitment (contingent or otherwise) to do any of the foregoing.

4.9 Legal Proceedings.

(a) Except as disclosed in any ConnectOne Report or as may be set forth in Section 4.9(a) of the ConnectOne Disclosure Schedule, neither ConnectOne nor any of its Subsidiaries is a party to any, and there are no pending or, to ConnectOne's Knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any material nature against ConnectOne or any of its Subsidiaries or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) Except as set forth in Section 4.9(b) of the ConnectOne Disclosure Schedule, there is no Order imposed upon ConnectOne, any of its Subsidiaries or the assets of ConnectOne or any of its Subsidiaries.

4.10 Taxes.

(a) Except where a failure to file Tax Returns, a failure of any such Tax Return to be complete and accurate in any respect or the failure to pay any Tax, individually or in the aggregate, would not be material to the results of operations or financial condition of ConnectOne and its Subsidiaries on a consolidated basis, (i) ConnectOne and each of its Subsidiaries have timely filed (taking into account all available extensions) (and until the Effective Time will so file) all Tax Returns required to be filed by any of them in all jurisdictions, (ii) all such Tax Returns are (or, in the case of Tax Returns to be filed prior to the Effective Time, will be) true and complete in all respects, and (iii) ConnectOne and each of its Subsidiaries have duly and timely paid (and until the Effective Time will so pay) all Taxes that are required to be paid by any of them, except with respect to matters contested in good faith in appropriate proceedings and adequately reserved in the ConnectOne Financial Statements. The unpaid Taxes of ConnectOne and its Subsidiaries (x) did not, as of the date of each consolidated statement of condition included in the ConnectOne Financial Statements, exceed the accruals and reserves for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the ConnectOne Financial Statements (rather than in any notes thereto), and (y) will not exceed that reserve as adjusted for the passage of time through the Effective Time in accordance with the past custom and practice of ConnectOne and its Subsidiaries in filing their Tax Returns. Neither ConnectOne nor any of its Subsidiaries has waived any statute of limitations with respect to any material Taxes or, to the extent related to such Taxes, agreed to any extension of time with respect to a Tax assessment or deficiency, in each case to the extent such waiver or agreement is currently in effect. Except as set forth in Section 4.10(a) of the ConnectOne Disclosure Schedule, the Tax Returns of ConnectOne and its Subsidiaries which have been examined by the IRS or the appropriate state, local or foreign Tax authority have been resolved and either no deficiencies were asserted as a result of such examinations or any asserted deficiencies have been paid in full and reflected in the ConnectOne Financial Statements. Except as set forth in Section 4.10(a) of the ConnectOne Disclosure Schedule, there are no current, pending or, to the Knowledge of ConnectOne, threatened actions, audits, or examinations by any Governmental Entity responsible for the collection or imposition of Taxes with respect to ConnectOne or any of its Subsidiaries, or any pending judicial Tax proceedings or any other Tax disputes, assessments or claims. Except as set forth in Section 4.10(a) of the ConnectOne Disclosure Schedule, as of the date of this Agreement, neither ConnectOne nor any of its Subsidiaries has received (i) a request for information related to Tax matters, or (ii) a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Governmental Entity responsible for the collection or imposition of Taxes with respect to ConnectOne or any of its Subsidiaries. ConnectOne has made available to Greater Hudson true and complete copies of the United States federal, state, local and foreign income Tax Returns filed by ConnectOne or its Subsidiaries and all examination reports and statements of deficiency assessed against or agreed to by ConnectOne or any of its Subsidiaries since December 31, 2015. There are no material Liens with respect to any Taxes upon any of ConnectOne's or its Subsidiaries' assets, other than Permitted Liens. No claim has ever been made by any Governmental Entity in a jurisdiction where ConnectOne or any of its Subsidiaries does not file Tax Returns that ConnectOne or any of its Subsidiaries is or may be subject to taxation by that jurisdiction.

(b) Except as set forth in Section 4.10(b) of the ConnectOne Disclosure Schedule, neither ConnectOne nor any of its Subsidiaries (i) has requested any extension of time within which to file any Tax Return which Tax Return has not since been filed, (ii) is a party to any agreement providing for the allocation or sharing of Taxes or otherwise has any liability for Taxes of any person other than ConnectOne and its Subsidiaries, (iii) has issued or assumed any obligation under Section 279 of the Code, any high yield discount obligation as described in Section 163(i)(1) of the Code or any registration-required obligation within the meaning of Section 163(f)(2) of the Code that is not in registered form, (iv) is or has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code, (v) is or has been a member of an affiliated group (within the meaning of Section 1504(a) of the Code) filing consolidated United States federal income Tax Returns (other than such a group the common parent of which is or was ConnectOne), (vi) has been a party to any distribution occurring during the last three years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code (or any similar provision of state, local or foreign Law) applied, or (vii) has participated in or otherwise engaged in any "Reportable Transaction" as defined in Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b).

(c) Except as set forth in Section 4.10(c) of the ConnectOne Disclosure Schedule, neither ConnectOne nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law) executed on or prior to the Closing Date; (iv) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Tax law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received on or prior to the Closing Date; (vii) election under Section 108(i) of the Code; or (viii) income that accrued in a prior taxable period but that was not included in taxable income for that or another prior taxable period.

(d) Each plan, program, arrangement or contract that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code is identified as such in Section 4.10(c) of the ConnectOne Disclosure Schedule. The terms of each of ConnectOne’s and its Subsidiaries’ “nonqualified deferred compensation plans” subject to Code Section 409A (and associated U.S. Treasury Department guidance) comply with Code Section 409A (and associated U.S. Treasury Department guidance) and each such “nonqualified deferred compensation plan” has been operated in compliance with Code Section 409A (and associated U.S. Treasury Department guidance).

(e) Neither ConnectOne nor any of its Subsidiaries is required to pay, gross up, or otherwise indemnify any officer, director, employee or contractor for any Taxes, including potential Taxes imposed under Section 409A or Section 4999 of the Code. Neither ConnectOne nor any of its Subsidiaries have made any payments to employees that are not deductible under Section 162(m) of the Code.

(f) Except as set forth in Section 4.10(f) of the ConnectOne Disclosure Schedule, (i) ConnectOne and its Subsidiaries have complied with all applicable laws, rules and regulations relating to the payment and withholding of Taxes and have, within the time and in the manner provided by law, withheld and paid over to the proper Governmental Entities all amounts required to be so withheld and paid over under applicable laws; and (ii) ConnectOne and its Subsidiaries have maintained such records in respect to each transaction, event and item (including as required to support otherwise allowable deductions and losses) as are required under applicable Tax law, except where the failure to comply or maintain records under (i) or (ii) would not be material to the results of operations or financial condition of ConnectOne and its Subsidiaries on a consolidated basis.

4.11 **Employee Benefits; Labor and Employment Matters**.

(a) Except as set forth in Section 4.11(c) of the ConnectOne Disclosure Schedule, at December 31, 2017, the fair value of plan assets of each “employee pension benefit plan”, within the meaning of Section 3(2) of ERISA maintained by ConnectOne (the “**ConnectOne Pension Plans**”) equals or exceeds the present value of the projected benefit obligations of each such plan based upon the actuarial assumptions used for purposes of the preparation of the ConnectOne Financial Statements for the year ended December 31, 2017.

(b) All contributions (including all employer contributions and employee salary reduction contributions) and premium payments required to be made to or with respect to each ConnectOne Benefit Plan under the terms thereof, ERISA or other applicable Law have been timely made, and all amounts properly accrued to date as liabilities of the ConnectOne and its Subsidiaries which have not been paid have been properly recorded on the books of the ConnectOne and its Subsidiaries.

(c) No event has occurred and no condition exists with respect to any ConnectOne Benefit Plan that has subjected or could subject ConnectOne, any of its Subsidiaries or any ERISA Affiliate to any tax, fine, penalty or other liability under the Code or ERISA.

(d) Each of the ConnectOne Benefit Plans has been operated in all material respects in accordance with its terms and in compliance with the provisions of ERISA, the Code, all regulations, rulings and announcements promulgated or issued thereunder, and all other applicable governmental laws and regulations. Furthermore, the IRS has issued a favorable determination letter with respect to each ConnectOne Pension Plan that is intended to be qualified under Section 401(a) of the Code to the effect that the ConnectOne Pension Plan satisfies the requirements of Section 401(a) of the Code (taking into account all changes in qualification requirements under Section 401(a) for which the applicable "remedial amendment period" under Section 401(b) of the Code has expired) and no condition or circumstance exists which could reasonably be expected to disqualify any such plan. Each ConnectOne Pension Plan subject to the provisions of Section 401(k) or 401(m) of the Code, or both, has been tested for and has satisfied the requirements of Section 401(k)(3), Section 401(m)(2) and Section 416 of the Code, as applicable, for each of the last three plan years. There has not been, nor is there likely to be, a partial termination of any ConnectOne Pension Plan within the meaning of Section 411(d)(3) of the Code. None of the assets of any ConnectOne Pension Plan are invested in or consist of ConnectOne Common Stock.

(e) There are no pending, or, to the Knowledge of ConnectOne, threatened or anticipated claims (other than routine claims for benefits) by, on behalf of or against any of the ConnectOne Benefit Plans or any trusts related thereto. None of the ConnectOne Benefit Plans is the subject of any pending or any threatened investigation, audit or administrative proceeding, including any voluntary compliance submission through the IRS's Employee Plans Compliance Resolution System or the DOL's Voluntary Fiduciary Correction Program, by or with the IRS, the DOL or any other Governmental Entity.

(f) With respect to the ConnectOne Benefit Plans, no event has occurred and, to the Knowledge of ConnectOne, there exists no condition or set of circumstances in connection with which ConnectOne, any Subsidiary of ConnectOne or any ERISA Affiliate would be subject to any liability (other than a liability to pay benefits thereunder) under the terms of such ConnectOne Benefit Plans, ERISA, the Code or any other applicable law which has had, or would reasonably be expected to have, a Material Adverse Effect on ConnectOne.

(g) Neither ConnectOne nor any of its Subsidiaries is, nor at any time has been, a party to any collective bargaining agreement or other labor agreement, nor is any such agreement being negotiated and, to the Knowledge of ConnectOne, no activities or proceedings are underway by any labor union, organization, association or other employee representation group to organize any employees of ConnectOne or any of its Subsidiaries. No work stoppage, slowdown or labor strike against ConnectOne or any of its Subsidiaries is pending or, to the Knowledge of ConnectOne, threatened. ConnectOne and its Subsidiaries (i) do not have direct or indirect liability with respect to any misclassification of any Person as an independent contractor or temporary worker hired through a temporary worker agency rather than as an employee, (ii) are in compliance in all material respects with all applicable Laws respecting employment, employment practices, labor relations, employment discrimination, health and safety, terms and conditions of employment and wages and hours and (iii) have not received any written remedial order or notice of offense under applicable occupational health and safety Laws.

(h) There is no unfair labor practice charge or complaint against ConnectOne or any of its Subsidiaries pending or, to the Knowledge of ConnectOne, threatened, before the National Labor Relations Board, any court or any Governmental Entity.

(i) With respect to ConnectOne and its Subsidiaries, there are no pending or, to the Knowledge of ConnectOne, threatened actions, charges, citations or Orders concerning: (i) wages, compensation or violations of employment Laws prohibiting discrimination, (ii) representation petitions or unfair labor practices, (iii) violations of occupational safety and health Laws, (iv) workers' compensation, (v) wrongful termination, negligent hiring, invasion of privacy or defamation or (vi) immigration and naturalization or any other claims under state or federal labor Law.

(j) No non-exempt prohibited transaction, within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA, has occurred with respect to any of the ConnectOne Benefit Plans. None of ConnectOne, any of its Subsidiaries, or any plan fiduciary of any ConnectOne Benefit Plan has engaged in, or has any liability in respect of, any transaction in violation of Section 404 of ERISA.

(k) Neither ConnectOne nor any of its Subsidiaries or ERISA Affiliates has announced an intention to create, or has otherwise created, a legally binding commitment to adopt any additional ConnectOne Benefit Plans or to amend or modify any existing ConnectOne Benefit Plan.

4.12 ConnectOne Information

(a) The information relating to ConnectOne and the Bank to be contained in the S-4, as of the date the Proxy Statement is mailed to shareholders of Greater Hudson, and up to and including the date of the meeting of shareholders of greater Hudson to which such Proxy Statement relates, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading provided that information as of a later date shall be deemed to modify information as of an earlier date, and further provided that no representation and warranty is made with respect to information relating to ConnectOne and its Subsidiaries included in the S-4. The S-4 (except for such portions thereof that relate to Greater Hudson or any of its Subsidiaries) will comply in all material respects with all provisions of the Securities Act and the rules and regulations thereunder.

(b) The information relating to ConnectOne and its Subsidiaries provided by ConnectOne to be contained in the regulatory applications, notifications and waiver requests relating to the Merger, including without limitation any applications, notifications and waiver requests to the FDIC, the New York Department, the New Jersey Department and the FRB, will be accurate in all material respects.

4.13 Compliance with Applicable Law

(a) *General*. Except as set forth in Section 4.13(a) of the ConnectOne Disclosure Schedule, each of ConnectOne and each of its Subsidiaries hold all material licenses, franchises, permits and authorizations necessary for the lawful conduct of its business, and each of ConnectOne and each of its Subsidiaries has complied with, and is not in default in any respect under, any applicable Law of any federal, state or local Governmental Entity relating to ConnectOne or its Subsidiaries (other than where such defaults or non-compliance will not, alone or in the aggregate, have a Material Adverse Effect on ConnectOne and its Subsidiaries taken as a whole). Except as disclosed in Section 4.13(a) of the ConnectOne Disclosure Schedule, ConnectOne and its Subsidiaries have not received notice of violation of, and do not know of any such violations of, any of the above which have or would reasonably be expected to have a Material Adverse Effect on ConnectOne. Without limiting the foregoing, none of ConnectOne, or its Subsidiaries, or to the Knowledge of ConnectOne, any director, officer, employee, agent or other person acting on behalf of ConnectOne or any of its Subsidiaries has, directly or indirectly, (i) used any funds of ConnectOne or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of ConnectOne or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the USA PATRIOT ACT of 2001, as amended, the Bank Secrecy Act of 1970, as amended, the money laundering Laws of any jurisdiction, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of ConnectOne or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of ConnectOne or any of its Subsidiaries, or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business or to obtain special concessions for ConnectOne or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for ConnectOne or any of its Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

(b) *CRA* . Without limiting the foregoing, ConnectOne and its Subsidiaries have complied in all material respects with the CRA and ConnectOne has no reason to believe that any person or group would object successfully to the consummation of the Merger due to the CRA performance of or rating of ConnectOne or its Subsidiaries. The Bank has a CRA rating of at least “satisfactory.” Except as listed in Section 4.13(b) of the ConnectOne Disclosure Schedule, since December 31, 2015, no person or group has adversely commented in writing to ConnectOne or its Subsidiaries in a manner requiring recording in a file of CRA communications upon the CRA performance of ConnectOne and its Subsidiaries.

4.14 **Agreements with Regulatory Agencies** . Except as set forth in Section 4.14 of the ConnectOne Disclosure Schedule, or as disclosed in any ConnectOne Report, neither ConnectOne nor any of its Subsidiaries is subject to any cease-and-desist or other order issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or is a recipient of any extraordinary supervisory letter from, or has adopted any board resolutions at the request of any Governmental Entity (each, whether or not set forth on Section 4.15 of the ConnectOne Disclosure Schedule, a “ **ConnectOne Regulatory Agreement** ”), nor has ConnectOne or any of its Subsidiaries been advised by any Governmental Entity that it is considering issuing or requesting any ConnectOne Regulatory Agreement. Neither ConnectOne nor any of its Subsidiaries is required by Section 32 of the Federal Deposit Insurance Act to give prior notice to a Federal banking agency of the proposed addition of an individual to its board of directors or the employment of an individual as a senior executive officer.

4.15 **Environmental Matters** . Notwithstanding any other provisions of this Agreement, the representations and warranties in this Section 4.15 are the sole representations and warranties of ConnectOne regarding Environmental Matters. Except as set forth in Section 4.15 of the ConnectOne Disclosure Schedule or as disclosed in any ConnectOne Report:

(a) Each of ConnectOne and its Subsidiaries, each of the Participation Facilities and, to the Knowledge of ConnectOne, the Loan Properties are in compliance in all material respects with all applicable Environmental Laws and with all applicable Orders and contractual obligations relating to any Environmental Matters, pollution or the discharge of, or exposure to, Regulated Substances in the environment or workplace.

(b) There is no suit, claim, action or proceeding, pending or, to the Knowledge of ConnectOne, threatened, before any Governmental Entity or other forum in which ConnectOne, any of its Subsidiaries, any Participation Facility or to the Knowledge of ConnectOne, any Loan Property, has been or, with respect to threatened proceedings, may be, named as a potentially responsible party (x) for alleged noncompliance (including by any predecessor) with any Environmental Laws, or (y) relating to the release of, threatened release of or exposure to any Regulated Substances whether or not occurring at or on a site owned, leased or operated by ConnectOne or any of its Subsidiaries, any Participation Facility or to the Knowledge of ConnectOne.

(c) To the Knowledge of ConnectOne, during the period of (x) ConnectOne's or any of its Subsidiaries' ownership or operation of any of their respective current or former properties, (y) ConnectOne's or any of its Subsidiaries' participation in the management of any Participation Facility, or (z) ConnectOne's or any of its Subsidiaries' interest in a Loan Property, there has been no release of Regulated Substances in, on, under, from or affecting any such property. To the Knowledge of ConnectOne, prior to the period of (x) ConnectOne's or any of its Subsidiaries', (y) ConnectOne's or any of its Subsidiaries' participation in the management of any Participation Facility, or (z) ConnectOne's or any of its Subsidiaries' interest in a Loan Property, ownership or operation of any of their respective current or former properties, there was no release of Regulated Substances in, on, under, from or affecting any such property, Participation Facility or Loan Property.

(d) The following definitions apply for purposes of this Section 4.15: (v) “ **Regulated Substances** ” means any chemicals, pollutants, contaminants, wastes, toxic substances, petroleum or other substances or materials regulated under any Environmental Law; (w) “ **Loan Property** ” means any property classified by ConnectOne or any of its Subsidiaries as an OREO property, and, where required by the context, said term means the owner or operator of such property; (x) “ **Participation Facility** ” means any facility in which ConnectOne or any of its Subsidiaries participates in the management and, where required by the context, said term means the owner or operator of such property; (y) “ **Environmental Laws** ” means any and all applicable common law, statutes and regulations, of the United States and New Jersey dealing with Environmental Matters, including without limitation, CERCLA, the Hazardous Material Transportation Act, 49 U.S.C. §1801 *et seq.*, the Solid Waste Disposal Act including RCRA, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, 42 U.S.C. §7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*, the Emergency Planning and Right-To-Know Act of 1986, 42 U.S.C. §11001 *et seq.*, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10A-23.11, *et seq.*; the New Jersey Industrial Site Remediation Act, N.J.S.A. 13:1K-6, *et seq.*; the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, *et seq.*; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1, *et seq.*; the New Jersey Water Pollution Control Act, N.J.S.A. 58: 10A-1 *et seq.*; the New Jersey Air Pollution Control Act, N.J.S.A. 26:2C-1, *et seq.*, the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1, *et seq.*; as in effect and amended, and all other applicable Laws and regulatory guidance relating to the protection of human health and safety, and the environment, the protection of natural resources or providing for any remedy or right of recovery or right of injunctive relief with respect to Environmental Matters; and (z) “ **Environmental Matters** ” means all matters, conditions, liabilities, obligations, damages, losses, claims, requirements, prohibitions, and restrictions arising out of or relating to the environment, natural resources, safety, or sanitation, or the production, storage, handling, use, emission, release, discharge, dispersal, or disposal of any substance, product or waste which is hazardous or toxic or which is regulated by any Environmental Law whatsoever.

4.16 **Reorganization**. Neither ConnectOne nor any of its Subsidiaries has taken or agreed to take any action, has failed to take any action, or knows of any fact, agreement, plan or other circumstances that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

4.17 **Prior Regulatory Applications**. Except as disclosed in Section 4.17 of the ConnectOne Disclosure Schedule, since December 31, 2015, no regulatory agency has objected to, denied, or advised ConnectOne or any Subsidiary of ConnectOne to withdraw, and to the Knowledge of ConnectOne, no third party has submitted an objection to a Governmental Entity having jurisdiction over ConnectOne or any Subsidiary of ConnectOne regarding, any application, notice, or other request filed by ConnectOne or any Subsidiary of ConnectOne with any Governmental Entity having jurisdiction over ConnectOne or such Subsidiary.

4.18 **Disclosure**. The representations or warranties contained in this Article IV, when considered as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in this Article IV not misleading.

4.19 **No Other Representations or Warranties**.

(a) Except for the representations and warranties made by ConnectOne in this Article IV, neither ConnectOne nor any other Person makes any express or implied representation or warranty with respect to ConnectOne, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and ConnectOne hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither ConnectOne nor any other Person makes or has made any representation or warranty to Greater Hudson or any of its Affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to ConnectOne, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by ConnectOne in this Article IV, any oral or written information presented to Greater Hudson or any of its Affiliates or representatives in the course of their due diligence investigation of ConnectOne, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) ConnectOne acknowledges and agrees that neither Greater Hudson nor any other Person has made or is making any express or implied representation or warranty other than those contained in Article III of this Agreement.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

5.1 **Covenants of Greater Hudson.** Except as expressly provided in this Agreement or with the prior written consent of ConnectOne, during the period from the date of this Agreement to the Effective Time, Greater Hudson shall use commercially reasonable efforts to, and shall cause each of its Subsidiaries to use commercially reasonable efforts to, (i) conduct its business in the ordinary course consistent with past practice and prudent banking practice; (ii) maintain and preserve intact its business organization, properties, leases, employees and advantageous business relationships and retain the services of its officers and key employees, (iii) take no action that would reasonably be expected to adversely affect or delay the ability of Greater Hudson or ConnectOne to perform its covenants and agreements on a timely basis under this Agreement, and (iv) take no action that would adversely affect or delay the ability of Greater Hudson or ConnectOne to obtain any necessary approvals, consents or waivers of any Governmental Entity or third party required for the transactions contemplated hereby or that would reasonably be expected to result in any such approvals, consents or waivers containing any material condition or restriction. Without limiting the generality of the foregoing, and except as set forth in Section 5.1 of the Greater Hudson Disclosure Schedule or as otherwise specifically provided by this Agreement or as consented to in writing by ConnectOne (which consent shall not be unreasonably withheld, delayed or conditioned), Greater Hudson shall not, and shall not permit any of its Subsidiaries to:

(a) declare or pay any dividends on, or make other distributions in respect of, any of its capital stock;

(b) (i) repurchase, redeem or otherwise acquire (except for the acquisition of Trust Account Shares and DPC Shares) any shares of the capital stock of Greater Hudson or any Subsidiary of Greater Hudson, or any securities convertible into or exercisable for any shares of the capital stock of Greater Hudson or any Subsidiary of Greater Hudson, (ii) split, combine or reclassify any shares of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, (iii) issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, any shares of its capital stock or any securities convertible into or exercisable for, or any rights, warrants or options to acquire, any such shares, (iv) accelerate the exercisability or vesting of any Greater Hudson Equity Award or (v) enter into any agreement with respect to any of the foregoing;

(c) amend its organization certificate, by-laws or other similar governing documents;

(d) make any capital expenditures other than those that are made in the Ordinary Course of Business or are necessary to maintain existing assets in good repair, and in either case, involving expenditures in the aggregate of no more than \$25,000;

(e) enter into any new line of business or offer any new products or services;

(f) acquire or agree to acquire, by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets, other than in connection with foreclosures, settlements in lieu of foreclosure or troubled loan or debt restructurings in the Ordinary Course of Business;

(g) take any action that is intended or may reasonably be expected to result in any of the conditions to the Merger set forth in Article VII of this Agreement not being satisfied or not being satisfied prior to the Cut-off Date;

(h) change its methods of accounting in effect at December 31, 2017, except as required by changes in GAAP or regulatory accounting principles, as concurred with in writing by Greater Hudson's independent auditors;

(i) (1) enter into, establish, adopt, amend, modify or terminate any Greater Hudson Benefit Plan or any agreement, arrangement, plan, trust, other funding arrangement or policy between Greater Hudson or any Subsidiary of Greater Hudson and one or more of its current or former directors, officers, employees or independent contractors, change any trustee or custodian of the assets of any plan or transfer plan assets among trustees or custodians, (2) increase or accelerate payment of in any manner the compensation or fringe benefits of any director, officer or employee or pay any bonus or benefit not required by any Greater Hudson Benefit Plan or agreement as in effect as of the date hereof, except for normal increases in compensation to non-executive employees made in the Ordinary Course of Business consistent with past practice, provided that no such increase shall be more than five percent (5%) with respect to any individual non-executive employee, or (3) grant, award, amend, modify or accelerate any stock options, stock appreciation rights, or shares or any other awards; provided however, that the forgoing shall not prohibit Greater Hudson from paying year end performance bonuses in an aggregate amount not to exceed \$400,000 to the individuals, and in the amounts, set forth on Section 5.1(i) of the Greater Hudson Disclosure Schedule, provided that (x) greater Hudson has fully accrued the amount of such payments, and (y) the amount payable to any individual, and the methodology used to determine the amount payable to any individual, is consistent with Greater Hudson's past practice in paying year end performance bonuses;

(j) other than activities in the Ordinary Course of Business, sell, lease, encumber, assign or otherwise dispose of, or agree to sell, lease, encumber, assign or otherwise dispose of, any of its material assets, material properties (including, without limitation, any Greater Hudson Property) or other material rights or agreements except as otherwise specifically contemplated by this Agreement or otherwise take or permit any action that otherwise would impair the condition of title to the Greater Hudson Property or any part thereof; provided, however, that notwithstanding the forgoing, Greater Hudson shall be permitted to sell that certain loan described on Section 5.1(j) of the Greater Hudson Disclosure Schedule, subject to the terms and conditions contained therein;

(k) other than in the Ordinary Course of Business or as permitted by Section 5.1(q) of this Agreement, incur any indebtedness for borrowed money or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity;

(l) file any application to relocate or terminate the operations of any banking office of it or any of its Subsidiaries;

(m) create, renew, amend or terminate or give notice of a proposed renewal, amendment or termination of, any material contract, agreement or lease for goods, services or office space (including, without limitation, any Real Property Lease) to which Greater Hudson or any of its Subsidiaries is a party or by which Greater Hudson or any of its Subsidiaries or their respective properties is bound;

(n) settle any claim, action or proceeding involving any liability of Greater Hudson or any of its Subsidiaries for money damages or involving any material restrictions upon the operations of Greater Hudson or any of its Subsidiaries;

(o) except in the Ordinary Course of Business, waive or release any material right or collateral or cancel or compromise any extension of credit or other debt or claim;

(p) make, renegotiate, renew, increase, extend, modify or purchase any loan, lease (credit equivalent), advance, credit enhancement or other extension of credit, if (A) such transaction is not made in accordance with Greater Hudson's Board-approved loan policy manual in effect on the date hereof (the "**Lending Manual**"), (B) under the Lending Manual, such action must be approved by the Board or the Loan Committee of the Board of Directors of Greater Hudson, (C) such transaction involves an extension of new credit with an aggregate principal amount in excess of \$500,000, in the case of secured loans, and \$250,000, in the case of unsecured loans, (D) such transaction involves the renewal or extension of maturity of an existing loan or credit equivalent lease where there has been (i) no change in the risk rating of the credit, (ii) no adverse change to the financial condition of the borrower and any guarantors, (iii) no change to any of the terms of the credit, or any of the collateral securing the credit, (iv) no new funds are provided to the borrower, (v) such renewal or extension of maturity is in accordance with the Lending Manual, and (vi) the aggregate principal amount of such existing loan or credit equivalent lease is in excess of \$1,000,000; provided that Greater Hudson shall notify ConnectOne within two (2) Business Days of the approval of any renewal or maturity extension pursuant to this Section 5.1(p), or (E) such transaction involves an extension of new credit with an aggregate principal amount of \$500,000 or less and such transaction is not made in accordance with the credit criteria set forth in Section 5.1(p) of the Greater Hudson Disclosure Schedule. For any proposed extension of credit for which Greater Hudson shall seek the prior consent of ConnectOne, Greater Hudson shall send the credit write-up for the proposed credit to each of Elizabeth Magennis, Chief Lending Officer (email address: emagennis@cno.com) and Michael McGrover, Chief Credit Officer (email address: mmcgrover@cno.com); and if ConnectOne has not (i) objected in writing to the proposed credit or (ii) requested reasonable additional information on the proposed credit, within two (2) Business Days of receipt of the credit write-up, ConnectOne shall be deemed to have consented to the origination of such credit. If Greater Hudson sends additional information on the proposed credit to ConnectOne, and ConnectOne does not (i) request any further additional information on the proposed credit or (ii) object in writing to the proposed credit, within two (2) Business Days of receipt of the initial additional information, ConnectOne shall be deemed to have consented to the origination of such credit. Any objection or request for additional information shall be sent by e-mail to each of Lynne Allan, Greater Hudson's Chief Operating Officer (e-mail address lallan@greaterhudsonbank.com), F. Thomas Cornelius, Greater Hudson's SVP/Chief Financial Officer (e-mail address tcornelius@greaterhudsonbank.com) and Damiane Doyle, Greater Hudson's SVP/Senior Marketing Director (e-mail address ddoyle@greaterhudsonbank.com).

(q) incur any additional borrowings beyond those set forth in Section 5.1(q) of the Greater Hudson Disclosure Schedule other than Federal Home Loan Bank borrowings with a final maturity of five (5) years or less and reverse repurchase agreements, in either case in the Ordinary Course of Business, or pledge any of its assets to secure any borrowings other than as required pursuant to the terms of borrowings of Greater Hudson or any Subsidiary in effect at the date hereof or in connection with borrowings or reverse repurchase agreements permitted hereunder (it being understood that deposits shall not be deemed to be borrowings within the meaning of this Section 5.1(q));

(r) make any investment or commitment to invest in real estate, other than investments related to maintenance of owned or leased real estate used by Greater Hudson as of the date hereof, or in any real estate development project, other than real estate acquired in satisfaction of defaulted mortgage loans;

(s) except pursuant to commitments existing at the date hereof which have previously been disclosed to ConnectOne, make any construction loans outside the Ordinary Course of Business, make any real estate loans secured by undeveloped land or make any real estate loans secured by land located outside the State of New York, the State of New Jersey or the State of Connecticut;

(t) establish, or make any commitment relating to the establishment of, any new branch or other office facilities;

(u) elect to the Board of Directors any person who is not a member of the Board of Directors of Greater Hudson as of the date hereof;

(v) change any method of Tax accounting, make or change any Tax election, file any amended Tax Return, settle or compromise any material Tax liability, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of material Taxes, enter into any closing agreement with respect to any material Tax or surrender any right to claim a material Tax refund;

(w) after a Greater Hudson Acquisition Proposal (whether or not conditional) or the intention to make a Greater Hudson Acquisition Proposal (whether or not conditional) shall have been communicated directly to Greater Hudson's shareholders or otherwise publicly disclosed or otherwise communicated or made known to any member of senior management of Greater Hudson or any member of Greater Hudson's Board of Directors, take any intentional act, or intentionally omit to take any act, that causes any one or more of Greater Hudson's representations in this Agreement to be inaccurate in any material respect as of the date of such act or omission;

(x) take any other action outside of the Ordinary Course of Business; or

(y) agree to do any of the foregoing.

5.2 Covenants of ConnectOne. Except as expressly provided in this Agreement or with the prior written consent of Greater Hudson, during the period from the date of this Agreement to the Effective Time, ConnectOne shall use commercially reasonable efforts to, and shall cause each of its Subsidiaries to use commercially reasonable efforts to, (i) conduct its business in the ordinary course consistent with past practices and prudent banking practice; (ii) maintain and preserve intact its business organization, properties, leases, employees and advantageous business relationships and retain the services of its officers and key employees, (iii) take no action that would reasonably be expected to adversely affect or delay the ability of Greater Hudson or ConnectOne to perform its covenants and agreements on a timely basis under this Agreement, and (iv) take no action that would adversely affect or delay the ability of Greater Hudson or ConnectOne to obtain any necessary approvals, consents or waivers of any Governmental Entity or third party required for the transactions contemplated hereby or that would reasonably be expected to result in any such approvals, consents or waivers containing any material condition or restriction. Without limiting the generality of the foregoing, and except as set forth in Section 5.2 of the ConnectOne Disclosure Schedule or as otherwise specifically provided by this Agreement or as consented to in writing by Greater Hudson (which consent shall not be unreasonably withheld, delayed or conditioned), ConnectOne shall not, and shall not permit any of its Subsidiaries to:

(a) amend its certificate of incorporation, by-laws or other similar governing documents;

(b) take any action that is intended or may reasonably be expected to result in any of the conditions to the Merger set forth in Article VII of this Agreement not being satisfied or not being satisfied prior to the Cut-off Date;

(c) take any action that is intended to, or may reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby, except, in every case, as may be required by applicable Law;

(d) take any action, or knowingly fail to take any action, which action or failure to act prevents or may reasonably be expected to prevent, the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(e) agree to or make any commitment to, take, or adopt any resolutions of the Board of Directors of ConnectOne in support of, any of the actions prohibited by this Section 5.2; or

(g) agree to do any of the foregoing.

5.3 **No Solicitation** .

(a) Except as expressly permitted by this Section 5.3, Greater Hudson and its Subsidiaries shall not, and Greater Hudson and its Subsidiaries shall not authorize or permit their respective representatives to, initiate, solicit or knowingly encourage or facilitate inquiries or proposals with respect to, or engage in any negotiations concerning, or provide any confidential or nonpublic information or data to, or have any discussions with, any person relating to, any Greater Hudson Acquisition Proposal; provided that in the event that Greater Hudson's shareholders' approval of the Greater Hudson Shareholder Matters (the "**Greater Hudson Shareholder Approval**") is obtained but not after, (1) Greater Hudson receives, after the execution of this Agreement, an unsolicited bona fide Greater Hudson Acquisition Proposal from a person other than ConnectOne, and (2) Greater Hudson's Board of Directors concludes in good faith (A) that, after consulting with its financial advisor and outside legal counsel, such Greater Hudson Acquisition Proposal constitutes a Greater Hudson Superior Proposal or would reasonably be likely to result in a Greater Hudson Superior Proposal and (B) that, after considering the advice of outside legal counsel, failure to take such actions would be inconsistent with its fiduciary duties to Greater Hudson's shareholders under applicable Law, Greater Hudson may, and may permit its Subsidiaries and its and its Subsidiaries' respective representatives to, furnish or cause to be furnished nonpublic information or data and participate in negotiations or discussions with respect to such Greater Hudson Acquisition Proposal; provided that prior to providing any nonpublic information permitted to be provided pursuant to the foregoing proviso, it shall have entered into an agreement with such third party on terms substantially similar to and no more favorable to such third party than those contained in the Confidentiality Agreement between ConnectOne and Greater Hudson dated March 9, 2018 (the "**Confidentiality Agreement**") and any non-public information provided to any person given access to nonpublic information shall have previously been provided to ConnectOne or shall be provided to ConnectOne prior to or concurrently with the time it is provided to such person. Greater Hudson will (A) immediately cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any persons other than ConnectOne with respect to any Greater Hudson Acquisition Proposal, (B) not terminate, waive, amend, release or modify any provision of any confidentiality or standstill agreement relating to any Greater Hudson Acquisition Proposal to which it or any of its Affiliates or representatives is a party and (C) use its commercially reasonable efforts to enforce any confidentiality or similar agreement relating to any Greater Hudson Acquisition Proposal.

(b) Neither Greater Hudson's Board of Directors nor any committee thereof shall (i) (A) withdraw (or modify or qualify in any manner adverse to ConnectOne) or refuse to make the Greater Hudson Board Recommendation or (B) adopt, approve, recommend, endorse or otherwise declare advisable the adoption of any Greater Hudson Acquisition Proposal, or (ii) cause or permit Greater Hudson or any of its Subsidiaries to enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement constituting or related to, or which is intended to or is reasonably likely to lead to, any Greater Hudson Acquisition Proposal (other than a confidentiality agreement permitted by the terms of Section 5.3(a) of this Agreement). Notwithstanding the foregoing, prior to the date of the Greater Hudson Shareholders Meeting, Greater Hudson's Board of Directors may take any of the actions specified in items (i) and (ii) of the preceding sentence (a "**Greater Hudson Subsequent Determination** ") after the fourth (4th) Business Day following ConnectOne's receipt of a written notice (the "**Notice of Superior Proposal** ") from Greater Hudson (A) advising that Greater Hudson's Board of Directors has decided that a bona fide unsolicited written Greater Hudson Acquisition Proposal that it received (that did not result from a breach of this Section 5.3 or from an action by a representative of Greater Hudson or its Subsidiaries that would have been such a breach if committed by Greater Hudson or its Subsidiaries) constitutes a Superior Proposal (it being understood that Greater Hudson shall be required to deliver a new Notice of Superior Proposal in respect of any revised Superior Proposal from such third party or its Affiliates that Greater Hudson proposes to accept), (B) specifying the material terms and conditions of, and the identity of the party making, such Superior Proposal, and (C) containing an unredacted copy of the relevant transaction agreements with the party making such Superior Proposal, if, but only if, (A) ConnectOne does not make, after being provided with reasonable opportunity to negotiate with Greater Hudson, within three (3) Business Days of receipt of a Notice of Superior Proposal, a written offer that the Board of Directors of Greater Hudson determines, in good faith after consultation with its outside legal counsel and financial advisors, results in the applicable Greater Hudson Acquisition Proposal no longer being a Superior Proposal and (B) Greater Hudson's Board of Directors reasonably determines in good faith, after consultation with and having considered the advice of outside legal counsel and its financial advisor, that the failure to take such actions would be inconsistent with its fiduciary duties to Greater Hudson's shareholders under applicable Law and that such Greater Hudson Acquisition Proposal is a Superior Proposal and such Superior Proposal has been made and has not been withdrawn and continues to be a Superior Proposal after taking into account all adjustments to the terms of this Agreement that are committed to in writing by ConnectOne pursuant to this Section 5.3(b).

Notwithstanding the foregoing, the changing, qualifying or modifying of the Greater Hudson Board Recommendation or the making of a Greater Hudson Subsequent Determination by Greater Hudson's Board of Directors shall not change the approval of Greater Hudson's Board of Directors for purposes of causing any takeover Laws (or comparable provisions of any certificate of incorporation, by-law or agreement) to be inapplicable to this Agreement, the Voting Agreements and the transactions contemplated hereby and thereby, including the Merger.

(c) In addition to the obligations of Greater Hudson set forth in Sections 5.3(a) and (b) of this Agreement, in the event that Greater Hudson or any of its Subsidiaries or any representative of Greater Hudson or its Subsidiaries receives (i) any Greater Hudson Acquisition Proposal or (ii) any request for non-public information or to engage in negotiations that Greater Hudson's Board of Directors believes is reasonably likely to lead to or that contemplates a Greater Hudson Acquisition Proposal, Greater Hudson promptly (and in any event within 48 hours of receipt) shall advise ConnectOne in writing of the existence of the matters described in clause (i) or (ii), together with the material terms and conditions of such Greater Hudson Acquisition Proposal or request and the identity of the person making such Greater Hudson Acquisition Proposal or request. Greater Hudson shall keep ConnectOne reasonably well informed in all material respects of the status (including after the occurrence of any material amendment or modification) of any such Greater Hudson Acquisition Proposal or request. Without limiting any of the foregoing, Greater Hudson shall promptly (and in any event within 48 hours) notify ConnectOne in writing if it determines to begin providing non-public information or to engage in negotiations concerning a Greater Hudson Acquisition Proposal pursuant to Sections 5.3(a) or (b) of this Agreement and shall in no event begin providing such information or engaging in such discussions or negotiations prior to providing such notice.

(d) For purposes of this Agreement:

(i) “ **Greater Hudson Acquisition Proposal** ” means, other than the transactions contemplated by this Agreement, (A) a tender or exchange offer to acquire 20% or more of the voting power in Greater Hudson, a proposal for a merger, consolidation or other business combination involving the Greater Hudson or any other proposal or offer to acquire in any manner 20% or more of the voting power in, or 20% or more of the business, assets or deposits of, Greater Hudson.

(ii) “**Superior Proposal**” means an unsolicited bona fide written Greater Hudson Acquisition Proposal (with the percentages set forth in the definition of such term changed from 20% to 50%) that Greater Hudson’s Board of Directors concludes in good faith to be more favorable from a financial point of view to its shareholders than the Merger and the other transactions contemplated hereby (including taking into account any adjustment to the terms and conditions proposed by ConnectOne in response to such proposal pursuant to Section 5.3(b) of this Agreement or otherwise), after (1) receiving the advice of its financial advisor and outside legal counsel, (2) taking into account the likelihood of consummation of such transaction on the terms set forth therein (as compared to, and with due regard for, the terms herein) and (3) taking into account all legal (with the advice of outside legal counsel), financial (including the financing terms of any such proposal), regulatory and other aspects of such proposal and any other relevant factors permitted under applicable Law.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.1 Regulatory Matters.

(a) ConnectOne shall promptly prepare and file with the SEC the S-4, in which the Proxy Statement will be included as a prospectus. Greater Hudson shall cooperate with ConnectOne in the preparation of the Proxy Statement to be included within the S-4. Each of Greater Hudson and ConnectOne shall use its reasonable best efforts to have the S-4 declared effective under the Securities Act as promptly as practicable after such filing, and Greater Hudson shall thereafter mail the Proxy Statement to its shareholders. With Greater Hudson’s cooperation, ConnectOne shall also use its reasonable best efforts to obtain all necessary state securities Law or “Blue Sky” permits and approvals required to carry out the transactions contemplated by this Agreement.

(b) ConnectOne shall promptly prepare and file with the FDIC, the New Jersey Department and the FRB all applications, notifications and waiver requests required to obtain the approval or nonobjection of the Merger from the FDIC, the New Jersey Department and the FRB. The Parties shall cooperate with each other and use their reasonable best efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings, and to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Entities that are necessary or advisable to consummate the transactions contemplated by this Agreement (including without limitation the Merger). Greater Hudson and ConnectOne shall have the right to review in advance, and to the extent practicable each will consult with the other on, in each case subject to applicable Laws relating to the exchange of information, all of the information relating to Greater Hudson or ConnectOne, as the case may be, and any of their respective Subsidiaries, which appears in any filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the Parties shall act reasonably and as promptly as practicable. The Parties agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each Party will keep the other apprised of the status of matters relating to completion of the transactions contemplated herein. Notwithstanding the foregoing, nothing contained herein shall be deemed to require Greater Hudson or ConnectOne to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Governmental Entities that would reasonably be expected to have a Material Adverse Effect on ConnectOne and its Subsidiaries, taken as a whole, after giving effect to the Merger (a “ **Materially Burdensome Regulatory Condition** ”). In furtherance and not in limitation of the foregoing, each of Greater Hudson and ConnectOne shall use its reasonable best efforts to, and cause its Subsidiaries to use reasonable best efforts to, (i) avoid the entry of, or to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that would restrain, prevent or delay the Closing, and (ii) avoid or eliminate each and every impediment under any applicable Law so as to enable the Closing to occur as soon as possible; provided, however, that nothing contained in this Agreement shall require Greater Hudson or ConnectOne to take any actions specified in this Section 6.1(b) that would reasonably be expected to constitute or result in a Materially Burdensome Regulatory Condition.

(c) ConnectOne and Greater Hudson shall, upon request, furnish each other with all information concerning themselves, their Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the S-4, any filing pursuant to Rule 165 or Rule 425 under the Securities Act and any other statement, filing, notice or application made by or on behalf of ConnectOne, Greater Hudson or any of their respective Subsidiaries to any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement (collectively, the “ **Filing Documents** ”). ConnectOne agrees promptly to advise Greater Hudson if, at any time prior to the Greater Hudson Shareholders’ Meeting, any information provided by ConnectOne for the Filing Documents becomes incorrect or incomplete in any material respect and promptly to provide Greater Hudson with the information needed to correct such inaccuracy or omission. ConnectOne shall promptly furnish Greater Hudson with such supplemental information as may be necessary in order to cause the Filing Documents, insofar as they relate to ConnectOne and the ConnectOne Subsidiaries, to comply with all applicable legal requirements. Greater Hudson agrees promptly to advise ConnectOne if, at any time prior to the Greater Hudson Shareholders’ Meeting, any information provided by Greater Hudson for the Filing Documents becomes incorrect or incomplete in any material respect and promptly to provide ConnectOne with the information needed to correct such inaccuracy or omission. Greater Hudson shall promptly furnish ConnectOne with such supplemental information as may be necessary in order to cause the Filing Documents, insofar as they relate to Greater Hudson and the Greater Hudson Subsidiaries, to comply with all applicable legal requirements. Greater Hudson and ConnectOne shall have the right to review in advance, and to the extent practicable each will consult with the other on, in each case subject to applicable Laws relating to the exchange of information, all Filing Documents.

(d) ConnectOne and Greater Hudson shall promptly furnish each other with copies of written communications received by ConnectOne or Greater Hudson, as the case may be, or any of their respective Subsidiaries, affiliates or associates (as such terms are defined in Rule 12b-2 under the Exchange Act as in effect on the date of this Agreement) from, or delivered by any of the foregoing to, any Governmental Entity in respect of the transactions contemplated hereby.

6.2 Access to Information .

(a) Greater Hudson shall permit, and shall cause each of Greater Hudson's Subsidiaries to permit, ConnectOne and its representatives reasonable access upon reasonable advance notice and during normal business hours (under supervision of appropriate personnel and in a manner that does not unreasonably interfere with the normal operation of the business of Greater Hudson and its Subsidiaries) to their respective properties, and shall disclose and make available to ConnectOne and its representatives all books, papers and records relating to its and its Subsidiaries' assets, stock ownership, properties, operations, obligations and liabilities, including, but not limited to, all books of account (including the general ledger), Tax records, minute books of directors' and shareholders' meetings (excluding information related to the Merger), organizational documents, by-laws, material contracts and agreements, filings with any regulatory authority, accountants' work papers, litigation files, plans affecting employees, and any other business activities or prospects in which ConnectOne and its representatives may have a reasonable interest, all to the extent reasonably requested by ConnectOne. However, Greater Hudson shall not be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of any customer, would contravene any Law or Order or would waive any privilege. Greater Hudson will use commercially reasonable efforts to obtain waivers of any such restriction (other than waivers of the attorney-client privilege) and in any event make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) During the period from the date of this Agreement to the Effective Time, Greater Hudson will cause one or more of its designated representatives to confer with representatives of ConnectOne on a monthly or more frequent basis regarding its consolidated business, operations, properties, assets and financial condition and matters relating to the completion of the transactions contemplated herein. On a monthly basis, Greater Hudson will deliver to ConnectOne its internally prepared consolidated income statements no later than 20 days after the close of each calendar month. As soon as reasonably available, but in no event more than 45 days after the end of each fiscal quarter (other than the last fiscal quarter of each fiscal year), Greater Hudson will deliver to ConnectOne its call reports filed with the New York Department and the FDIC. As soon as reasonably available, but in no event more than 90 days after the end of each calendar year (commencing with the year ended December 31, 2018), Greater Hudson will deliver to ConnectOne its consolidated annual financial statements.

(c) All information furnished pursuant to Sections 6.2(a) and 6.2(b) of this Agreement shall be subject to, and ConnectOne shall hold all such information in confidence in accordance with, the provisions of the Confidentiality Agreement.

(d) No investigation by either of the Parties or their respective representatives shall affect the representations, warranties, covenants or agreements of the other set forth herein.

6.3 Shareholders Meeting. Greater Hudson shall take all steps necessary to duly call, give notice of, convene and hold a meeting of its shareholders to be held as soon as is reasonably practicable after the date on which the S-4 becomes effective for the purpose of voting upon the approval and adoption of the Greater Hudson Shareholder Matters (the “**Greater Hudson Shareholders’ Meeting**”). Greater Hudson will, through its Board of Directors, unless legally required to do otherwise for the discharge by Greater Hudson’s Board of Directors of its fiduciary duties as advised by its legal counsel and pursuant to the provisions of Section 5.3 of this Agreement, recommend to its shareholders approval of the Greater Hudson Shareholder Matters and (with ConnectOne’s consent, which consent shall not be unreasonably withheld, conditioned or delayed) such other matters as may be submitted by Greater Hudson to its shareholders in connection with this Agreement.

6.4 Legal Conditions to Merger. Each of ConnectOne and Greater Hudson shall, and shall cause its Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on such Party or its Subsidiaries with respect to the Merger and, subject to the conditions set forth in Article VII of this Agreement, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other Party to obtain) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity and any other third party that is required to be obtained by Greater Hudson or ConnectOne or any of their respective Subsidiaries in connection with the Merger and the other transactions contemplated by this Agreement, and to comply with the terms and conditions of such consent, authorization, order or approval.

6.5 Other Transactions. Greater Hudson acknowledges that ConnectOne may be in the process of acquiring other banks and financial institutions or in offering securities to the public and that in connection with such transactions, information concerning Greater Hudson and its Subsidiaries may be required to be included in the registration statements, if any, for the sale of securities of ConnectOne or in SEC reports in connection with such transactions. ConnectOne shall provide Greater Hudson and its counsel with copies of such registration statements and provide Greater Hudson with the opportunity to comment on any information regarding Greater Hudson contained in such registration statements prior to their filing. Greater Hudson agrees to provide ConnectOne with any information, certificates, documents or other materials about Greater Hudson and its Subsidiaries as are reasonably necessary to be included in such SEC reports or registration statements, including registration statements that may be filed by ConnectOne prior to the Effective Time. Greater Hudson shall use its reasonable efforts to cause its attorneys, accountants and the firm listed in Section 3.7 of the Greater Hudson Disclosure Schedule to provide ConnectOne and any underwriters for ConnectOne with any consents, comfort letters, opinion letters, reports or information that are necessary to complete the registration statements and applications for any such acquisition or issuance of securities. ConnectOne shall reimburse Greater Hudson for reasonable expenses thus incurred by Greater Hudson should this Agreement be terminated for any reason. ConnectOne shall not file with the SEC any such registration statement or amendment thereto or supplement thereof containing information regarding Greater Hudson unless Greater Hudson shall have consented in writing to such filing, which consent shall not be unreasonably delayed or withheld.

6.6 NASDAQ Global Select Market Listing. ConnectOne shall use its reasonable best efforts to cause the shares of ConnectOne Common Stock to be issued in the Merger to be approved for listing on the NASDAQ Global Select Market, subject to official notice of issuance, as of the Effective Time.

6.7 Employee Benefit Plans.

(a) Following the Closing Date, ConnectOne may choose to maintain any or all of the Greater Hudson Benefit Plans in its sole discretion and Greater Hudson shall cooperate with ConnectOne in order to effect any plan terminations to be made as of the Effective Time. However, for any Greater Hudson Benefit Plan terminated for which there is a comparable ConnectOne Benefit Plan of general applicability, ConnectOne shall take all commercially reasonable action so that employees of Greater Hudson shall be entitled to participate in such ConnectOne Benefit Plan to the same extent as similarly-situated employees of ConnectOne (it being understood that inclusion of the employees of Greater Hudson in the ConnectOne Benefit Plans may occur at different times with respect to different plans). ConnectOne shall cause each ConnectOne Benefit Plan in which employees of Greater Hudson are eligible to participate to take into account for purposes of eligibility and vesting under the ConnectOne Benefit Plans (but not for purposes of benefit accrual) the service of such employees with Greater Hudson to the same extent as such service was credited for such purpose by Greater Hudson; provided, however, that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits, apply for purposes of any plan, program or arrangement that is grandfathered or frozen, either with respect to level of benefits or participation or, (iii) apply for purposes of retiree medical benefits or level of benefits under a defined benefit pension plan. Nothing herein shall limit the ability of ConnectOne to amend or terminate any of the Greater Hudson Benefit Plans or ConnectOne Benefit Plans in accordance with their terms at any time; provided, however, that ConnectOne shall continue to maintain the Greater Hudson Benefit Plans (other than stock-based or incentive plans) for which there is a comparable ConnectOne Benefit Plan until the employees of Greater Hudson are permitted to participate in the ConnectOne Benefit Plans, unless such ConnectOne Benefit Plan has been frozen or terminated with respect to similarly situated employees of ConnectOne or any Subsidiary of ConnectOne.

(b) ConnectOne shall assume and honor, under the vacation policies of Greater Hudson, as disclosed on Section 6.7(b) of the Greater Hudson Disclosure, the accrued but unused vacation time of employees who were employees of Greater Hudson prior to the Effective Time.

(c) If employees of Greater Hudson become eligible to participate in a medical, dental or health plan of ConnectOne upon termination of such plan of Greater Hudson, ConnectOne shall make all commercially reasonable efforts to cause each such plan to (i) waive any preexisting condition limitations to the extent such conditions are covered under the applicable medical, health or dental plans of ConnectOne, (ii) honor under such plans any deductible, co-payment and out-of-pocket expenses incurred by the employees and their beneficiaries during the portion of the calendar year prior to such participation and (iii) waive any waiting period limitation or evidence of insurability requirement which would otherwise be applicable to such employee on or after the Effective Time, in each case to the extent such employee had satisfied any similar limitation or requirement under an analogous Greater Hudson Benefit Plan prior to the Effective Time.

(d) Concurrently with the execution of this Agreement, Greater Hudson shall obtain from each of the individuals named in Section 6.7(d) of the Greater Hudson Disclosure Schedule an agreement (a “**Settlement Agreement**”) to accept in full settlement of his or her rights under the specified programs the amounts and benefits determined under his or her Settlement Agreement (the aggregate amount of such payment to be specified in Section 6.7(d) of the Greater Hudson Disclosure Schedule) and pay such amounts to such individuals who are employed at the Effective Time pursuant to the terms of the Settlement Agreement. As to, and only as to, each individual who enters into a Settlement Agreement, ConnectOne acknowledges and agrees that (i) the Merger constitutes a “change of control” or “change in control” for all purposes pursuant to such employment agreements. Any officer or employee of Greater Hudson who is a party to a Settlement Agreement shall be entitled to receive the benefits payable or to be otherwise provided pursuant to the terms of such Settlement Agreement, and ConnectOne agrees to provide the non-cash benefits, if any, pursuant to the terms of the Settlement Agreement.

(e) Greater Hudson may pay retention bonuses to the employees listed in, and in the amounts set forth on, Section 6.7(e) of the Greater Hudson Disclosure. Such employees will enter into retention agreements to be agreed upon by ConnectOne and Greater Hudson.

6.8 Indemnification

(a) For a period commencing as of the Effective Time and ending six years after the Effective Time, to the extent permitted by Law, ConnectOne shall indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, a director or officer of Greater Hudson or who serves or has served at the request of Greater Hudson, as a director or officer with any other person (collectively, the “**Indemnitees**”) against any and all claims, damages, liabilities, losses, costs, charges, expenses (including, subject to the provisions of this Section 6.8, reasonable costs of investigation and the reasonable fees and disbursements of legal counsel and other advisers and experts as incurred), judgments, fines, penalties and amounts paid in settlement, asserted against, incurred by or imposed upon any Indemnitee by reason of the fact that he or she is or was a director or officer of Greater Hudson or serves or has served at the request of Greater Hudson, as a director or officer with any other person, in connection with, arising out of or relating to (i) any threatened, pending or completed claim, action, suit or proceeding (whether civil, criminal, administrative or investigative), including, without limitation, any and all claims, actions, suits, proceedings or investigations by or on behalf of or in the right of or against Greater Hudson or any of its Affiliates, or by any former or present shareholder of Greater Hudson (each a “**Claim**” and collectively, “**Claims**”), including, without limitation, any Claim that is based upon, arises out of or in any way relates to the Merger, the Proxy Statement, this Agreement, any of the transactions contemplated by this Agreement, the Indemnitee's service as a member of the Board of Directors of Greater Hudson or its Subsidiaries or of any committee thereof, the events leading up to the execution of this Agreement, any statement, recommendation or solicitation made in connection therewith or related thereto and any breach of any duty in connection with any of the foregoing, or (ii) the enforcement of the obligations of ConnectOne set forth in this Section 6.8, in each case to the fullest extent that Greater Hudson would have been permitted under its organization certificate and by-laws in effect as of the date hereof (and ConnectOne shall also advance expenses as incurred due to clauses (i) or (ii) above to the fullest extent so permitted).

Any Indemnitee wishing to claim indemnification under this Section 6.8 shall promptly notify ConnectOne in writing upon learning of any Claim, but the failure to so notify shall not relieve ConnectOne of any liability it may have to such Indemnitee except to the extent that such failure prejudices ConnectOne. In the event of any Claim as to which indemnification under this Section 6.8 is applicable, (x) ConnectOne shall have the right to assume the defense thereof and ConnectOne shall not be liable to the applicable Indemnitee for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnitee in connection with the defense thereof, except that if ConnectOne elects not to assume such defense, or counsel for such Indemnitee advises that there are issues that raise conflicts of interest between ConnectOne and such Indemnitee, such Indemnitee may retain counsel satisfactory to such Indemnitee, and ConnectOne shall pay the reasonable fees and expenses of such counsel for such Indemnitee as statements therefor are received; provided, however, that ConnectOne shall be obligated pursuant to this Section 6.8 to pay for only one firm of counsel for all Indemnitees in any jurisdiction with respect to a matter unless the use of one counsel for multiple Indemnitees would present such counsel with a conflict of interest that is not waived, and (y) the Indemnitees will cooperate in the defense of any such matter. ConnectOne shall not be liable for the settlement of any claim, action or proceeding hereunder unless such settlement is effected with its prior written consent. Notwithstanding anything to the contrary in this Section 6.8, ConnectOne shall not have any obligation hereunder to any Indemnitee when and if a court of competent jurisdiction shall ultimately determine, and such determination shall have become final and nonappealable, that the indemnification of such Indemnitee in the manner contemplated hereby is prohibited by applicable Law or public policy.

(b) ConnectOne shall cause the persons serving as officers and directors of Greater Hudson immediately prior to the Effective Time to be covered for a period of six years from the Effective Time by the directors' and officers' liability insurance policy presently maintained by Greater Hudson (provided that ConnectOne may substitute therefor policies having substantially the same or greater coverage and amounts and containing terms and conditions that are not materially less advantageous than such policy or single premium tail coverage with policy limits substantially the same or greater than Greater Hudson's existing annual coverage limits) with respect to acts or omissions occurring prior to the Effective Time that were committed by such officers and directors in their capacity as such; provided, however, that the dollar amount of the premiums payable by ConnectOne for such insurance shall not exceed 200% of the annual premium most recently paid by Greater Hudson prior to the date hereof. If the premiums for such insurance would at any time exceed the forgoing limitation, then ConnectOne may satisfy its obligations under this Section 6.8(b) by causing to be maintained policies which, in ConnectOne's good faith determination, provide the maximum coverage available for a single premium tail policy at a premium equal to such limitations. Greater Hudson shall use commercially reasonable efforts to cooperate with ConnectOne in the event that ConnectOne determines to acquire, or directs Greater Hudson to acquire, tail insurance with respect to Greater Hudson's existing directors' and officers' liability insurance policy.

(c) In the event ConnectOne or any of its successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of ConnectOne assume the obligations set forth in this Section 6.8.

(d) The provisions of this Section 6.8 are intended to be for the benefit of, and shall be enforceable by, each of the Indemnitees and his or her heirs and representatives.

6.9 Additional Arrangements. If, at any time after the Effective Time, ConnectOne considers or is advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in ConnectOne its right, title or interest in, to or under any of the rights, properties or assets of Greater Hudson as a result of, or in connection with, the Merger or otherwise to carry out the purposes of this Agreement, the officers and directors of ConnectOne shall be authorized to execute and deliver, in the name and on behalf of Greater Hudson or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of Greater Hudson or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in ConnectOne or otherwise to carry out the purposes of this Agreement.

6.10 Employee Severance and other Employment Matters.

(a) Although, except as otherwise provided for herein, ConnectOne shall be under no obligation to retain any employee of Greater Hudson, ConnectOne or their respective Subsidiaries, ConnectOne will, as of the Effective Date, make a good faith effort to offer, and cause its Subsidiaries to offer, continued employment to each employee of Greater Hudson, whether in their current position or in another position with ConnectOne or its Subsidiaries, subject to ConnectOne's employment policies and procedures and the needs of ConnectOne and its Subsidiaries. Notwithstanding the forgoing, any person who is serving as an employee of Greater Hudson as of the date hereof, other than those who are parties to the agreements set forth on Section 6.10(b) of the Greater Hudson Disclosure Schedule, whose employment is terminated by ConnectOne or any of its Subsidiaries during the period from the Effective Time until the twelve month anniversary of the Effective Time (unless such termination or substantial adverse modification of employment is for cause) shall be entitled to severance payments from ConnectOne or its Subsidiaries in accordance with the terms of Section 6.10(a) of the Greater Hudson Disclosure Schedule, provided that any such employee has provided ConnectOne with a general release in form and substance acceptable to ConnectOne. For purposes of this Section 6.10, "cause" shall mean termination or substantial adverse modification because of the employee's personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties or willful violation of any Law (other than traffic violations or similar minor offenses).

(b) ConnectOne shall honor, adopt and perform under and/or permit Greater Hudson to honor and perform under those certain agreements set forth in Section 6.10(b) of the Greater Hudson Disclosure Schedule.

6.11 Notification of Certain Matters. Each Party shall give prompt notice to the other Party of (a) any event, condition, change, occurrence, act or omission that causes any of its representations hereunder to cease to be true in all material respects (or, with respect to any such representation that is qualified as to materiality, causes such representation to cease to be true in all respects); and (b) any event, condition, change, occurrence, act or omission that individually or in the aggregate has, or that, so far as reasonably can be foreseen at the time of its occurrence, is reasonably likely to have, a Material Adverse Effect on such Party. Each of Greater Hudson and ConnectOne shall give prompt notice to the other Party of any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement.

6.12 **Certain Matters, Certain Revaluations, Changes and Adjustments.** Notwithstanding that Greater Hudson believes that it and its Subsidiaries have established all reserves and taken all provisions for possible loan losses required by GAAP and applicable Laws, Greater Hudson recognizes that ConnectOne may have adopted different loan, accrual and reserve policies (including loan classifications and levels of reserves for possible loan losses). At or before the Effective Time, upon the request of ConnectOne and in order to formulate the plan of integration for the Merger, Greater Hudson shall, consistent with GAAP, modify and change its loan, litigation and real estate valuation policies and practices (including loan classifications and levels of reserves) so as to be applied consistently on a mutually satisfactory basis with those of ConnectOne and establish such accruals and reserves as shall be necessary to reflect Merger-related expenses and costs incurred by Greater Hudson and its Subsidiaries, provided, however, that Greater Hudson shall not be required to take such action (A) more than five days prior to the Effective Time; and (B) unless ConnectOne agrees in writing that all conditions to closing set forth in Article VII of this Agreement have been satisfied or waived (other than those conditions relating to delivery of documents on the Closing Date); and provided further, however, that no accrual or reserve made by Greater Hudson or any Subsidiary pursuant to this Section 6.12 or any litigation or regulatory proceeding arising out of any such accrual or reserve, shall constitute or be deemed to be a breach, violation of or failure to satisfy any representation, warranty, covenant, condition or other provision of this Agreement or otherwise be considered in determining whether any such breach, violation or failure to satisfy shall have occurred.

6.13 **Failure to Fulfill Conditions.** In the event that ConnectOne or Greater Hudson determines that a material condition to its obligation to consummate the transactions contemplated hereby cannot be fulfilled on or prior to the Cut-off Date and that it will not waive that condition, it will promptly notify the other Party. Greater Hudson or ConnectOne will promptly inform the other of any facts applicable to Greater Hudson or ConnectOne, respectively, or their respective directors, officers or Subsidiaries, that would be reasonably likely to prevent or materially delay approval of the Merger by any Governmental Entity or that would otherwise prevent or materially delay completion of the Merger. Any information so provided shall be retained by the receiving Party in accordance with the terms of the Confidentiality Agreement.

6.14 **Printing and Mailing Expenses.** ConnectOne, in reasonable consultation with Greater Hudson, shall make all arrangements with respect to, and pay all expenses in connection with, the printing and mailing of the Proxy Statement.

6.15 **Pre-Closing Delivery of Financial Statements.** Prior to the Closing, Greater Hudson shall deliver to ConnectOne such consolidated financial statements of Greater Hudson as ConnectOne shall reasonably request in order to enable ConnectOne to comply with its reporting obligations under the Exchange Act, together with an executed report of Greater Hudson's outside auditors with respect to all such financial statements that have been audited. Such report shall be in form and substance satisfactory to ConnectOne. The financial statements delivered pursuant to this Section 6.15 shall be prepared in accordance with GAAP and shall conform to all provisions of Regulation S-X, such that such financial statements are suitable for filing by ConnectOne with the SEC in response to Items 2 and 9 of the SEC's Current Report on Form 8-K. Immediately prior to the Closing, Greater Hudson shall use reasonable best efforts to cause its outside auditors to deliver to ConnectOne an executed consent, in form and substance satisfactory to ConnectOne and suitable for filing by ConnectOne with the SEC, which consent shall authorize ConnectOne to file with the SEC the report referred to in this Section 6.15 and all other reports delivered by Greater Hudson hereunder.

6.16 **Tax Treatment**. Neither ConnectOne nor Greater Hudson shall, or shall cause any of their respective Subsidiaries to, take any action inconsistent with the treatment of the Merger as a “reorganization” under Section 368(a) of the Code.

6.17 **Shareholder Litigation**. Greater Hudson shall give ConnectOne the opportunity to participate at its own expense in the defense or settlement of any shareholder litigation against Greater Hudson and/or its directors or other Affiliates relating to the transactions contemplated by this Agreement, and no such settlement shall be agreed to without ConnectOne’s prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

6.18 **No Control Over Greater Hudson’s Business**. Nothing contained in this Agreement shall give ConnectOne, directly or indirectly, the right to control or direct the operations of Greater Hudson or its Subsidiaries prior to the Effective Time. Prior to the Effective Time, Greater Hudson shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries’ operations.

6.19 **Further Assurances**. Subject to the terms and conditions herein provided, each of the Parties agrees to use its 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 satisfy the conditions to the Parties’ obligations hereunder and to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using reasonable efforts to lift or rescind any injunction or restraining order or other Order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement and using its commercially reasonable efforts to prevent the breach of any representation, warranty, covenant or agreement of such Party contained or referred to in this Agreement and to promptly remedy the same. Nothing in this Section 6.19 shall be construed to require any Party to participate in any threatened or actual legal, administrative or other proceedings (other than proceedings, actions or investigations to which it is otherwise a party or subject or threatened to be made a party or subject) in connection with the consummation of the transactions contemplated by this Agreement unless such Party shall consent in advance and in writing to such participation and the other Party agrees to reimburse and indemnify such Party for and against any and all costs and damages related thereto.

6.20 **Modification of ConnectOne Board of Directors.** Promptly after the Effective Time, ConnectOne shall increase the size of its Board of Directors by one (1) (or otherwise create a vacancy on the Board of ConnectOne) and appoint an individual who, immediately prior to the Effective Time, served as a member of the Board of Greater Hudson to fill such vacancy. Such additional director shall be recommended by the Board of Greater Hudson prior to the Effective Time, and shall be subject to approval by ConnectOne. At the next annual meeting of shareholders of ConnectOne after the Effective Time, such additional director shall be nominated to the Board of Directors of ConnectOne for a term of one (1) year and ConnectOne shall recommend that its shareholders vote in favor of the election of such nominee and, in connection with each of ConnectOne's subsequent annual meetings, such additional director shall be given the same consideration with respect to continued service on the Board of ConnectOne as all other directors on the Board of ConnectOne. Each of the directors of ConnectOne immediately after the Effective Time shall hold office until his or her successor is elected and qualified or otherwise in accordance with the certificate of incorporation and by-laws of ConnectOne.

ARTICLE VII

CONDITIONS PRECEDENT

7.1 **Conditions to Each Party's Obligations Under this Agreement.** The respective obligations of each Party under this Agreement to consummate the Merger shall be subject to the satisfaction or, where permissible under applicable Law, waiver at or prior to the Effective Time of the following conditions:

(a) **Approval of Shareholders; SEC Registration; Blue Sky Laws.** The Greater Hudson Shareholder Matters shall have been approved by the requisite vote of the shareholders of Greater Hudson. The S-4 shall have been declared effective by the SEC and shall not be subject to a stop order or any threatened stop order, and the issuance of ConnectOne Common Stock hereunder shall have been qualified in every state where such qualification is required under the applicable state securities Laws.

(b) **Regulatory Filings.** All necessary approvals and consents (including without limitation any required approval of the FDIC, the New Jersey Department, the New York Department, the FRB and the SEC) of Governmental Entities required to consummate the transactions contemplated hereby and contemplated by the this Agreement shall have been obtained without the imposition of any term or condition that would constitute a Materially Burdensome Regulatory Condition. All conditions required to be satisfied prior to the Effective Time by the terms of such approvals and consents shall have been satisfied; and all statutory waiting periods in respect thereof (including the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable) shall have expired.

(c) **Suits and Proceedings**. No Order shall be outstanding against a Party or its Subsidiaries or a third party that would have the effect of preventing completion of the Merger; no suit, action or other proceeding shall be pending or threatened by any Governmental Entity seeking to restrain or prohibit the Merger; and no suit, action or other proceeding shall be pending before any court or Governmental Entity seeking to restrain or prohibit the Merger or obtain other substantial monetary or other relief against one or more Parties in connection with this Agreement and which ConnectOne determines in good faith, based upon the advice of its outside legal counsel, makes it inadvisable to proceed with the Merger because the outcome of any such suit, action or proceeding would reasonably be expected to have a Material Adverse Effect on ConnectOne and its Subsidiaries, taken as a whole, after giving effect to the Merger.

(d) **Tax Opinion**. ConnectOne and Greater Hudson shall each have received an opinion, dated as of the Effective Time, of Windels, Marx, Lane and Mittendorf, counsel to ConnectOne, reasonably satisfactory in form and substance to Greater Hudson and its counsel, based upon representation letters reasonably required by Windels, Marx, Lane & Mittendorf, dated on or about the date of such opinion, and such other facts, representations and customary limitations as such counsel may reasonably deem relevant, to the effect that the Merger will be treated for federal income Tax purposes as a reorganization qualifying under the provisions of Section 368(a) of the Code. In connection therewith, each of ConnectOne and Greater Hudson shall deliver to Windels, Marx, Lane & Mittendorf representation letters, in each case in form and substance reasonably satisfactory to Windels, Marx, Lane & Mittendorf and dated the date of such opinion, on which Windels, Marx, Lane & Mittendorf shall be entitled to rely.

(e) **Listing of Shares**. The shares of ConnectOne Common Stock which shall be issuable to the shareholders of Greater Hudson upon consummation of the Merger shall have been authorized for listing on the NASDAQ Global Select Market, subject to official notice of issuance.

(f) **Limitation on Dissenters' Rights**. As of the Closing Date, the holders of no more than 10% of the Greater Hudson Common Stock that is issued and outstanding shall have taken the actions as may be required by applicable law to qualify their Greater Hudson Common Stock as Dissenting Shares.

7.2 Conditions to the Obligations of ConnectOne Under this Agreement. The obligations of ConnectOne under this Agreement to consummate the Merger shall be further subject to the satisfaction or the waiver by ConnectOne, at or prior to the Effective Time, of the following conditions:

(a) **Representations and Warranties; Performance of Obligations of Greater Hudson**. The representations and warranties of Greater Hudson made in this Agreement shall be true and correct in all respects (determined without regard to any materiality or material adverse effect qualifiers therein, except in respect of clause (i) of Section 3.8(d)) as of the Closing Date as though made as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be so true and correct on and as of such earlier date), except for such breaches of representations and warranties that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Greater Hudson and its Subsidiaries taken as a whole. Greater Hudson shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed by Greater Hudson prior to or at the Closing.

(b) **Certificates**. Greater Hudson shall have furnished ConnectOne with such certificates of its officers or other documents to evidence fulfillment of the conditions set forth in this Section 7.2 as ConnectOne may reasonably request.

(c) **Third Party Consents**. All consents, waivers and approvals of any third parties (other than the consents, waivers and approvals referred to in Section 7.1(b) of this Agreement) that are necessary to permit the consummation of the Merger and the other transactions contemplated hereby shall have been obtained or made, except for those as to which the failure to obtain would not be material to Greater Hudson and its Subsidiaries taken as a whole. None of the consents, approvals or waivers referred to in this Section 7.2(d) shall contain any term or condition which would have a material adverse impact on ConnectOne and its Subsidiaries, taken as a whole, after giving effect to the Merger.

(d) **FIRPTA**. Greater Hudson shall have delivered to ConnectOne a certificate dated as of the Closing Date, in form and substance required under the Treasury Regulations promulgated pursuant to Section 1445 of the Code, certifying such facts as to establish that the transactions contemplated hereby are exempt from withholding pursuant to Section 1445 of the Code.

(e) **Certain Agreements**. The Voting Agreements and Sell-Down Agreement shall remain in full force and effect, in accordance with their terms.

7.3 Conditions to the Obligations of Greater Hudson Under this Agreement. The obligations of Greater Hudson under this Agreement to consummate the Merger shall be further subject to the satisfaction or the waiver by Greater Hudson, at or prior to the Effective Time, of the following conditions:

(a) **Representations and Warranties; Performance of Obligations of ConnectOne**. The representations and warranties of ConnectOne made in this Agreement shall be true and correct in all respects (determined without regard to any materiality or material adverse effect qualifiers therein, except in respect of clause of Section 4.8(b)) as of the Closing Date as though made as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be so true and correct on and as of such earlier date), except for such breaches of representations and warranties that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on ConnectOne and its Subsidiaries taken as a whole. ConnectOne shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed by ConnectOne prior to or at the Closing.

(b) **Certificates**. ConnectOne shall have furnished Greater Hudson with such certificates of its officers or other documents to evidence fulfillment of the conditions set forth in this Section 7.3 as Greater Hudson may reasonably request.

(c) **Third Party Consents**. All consents, waivers and approvals of any third parties (other than the consents, waivers and approvals referred to in Section 7.1(b) of this Agreement) that are necessary to permit the consummation of the Merger and the other transactions contemplated hereby shall have been obtained or made, except for those as to which the failure to obtain would not be material to ConnectOne and its Subsidiaries taken as a whole. None of the consents, approvals or waivers referred to in this Section 7.3(c) shall contain any term or condition which would have a material adverse impact on ConnectOne and its Subsidiaries, taken as a whole, after giving effect to the Merger.

(d) **Required Steps**. The Bank shall have taken all necessary corporate action to effectuate the Merger immediately following the Effective Time.

ARTICLE VIII

TERMINATION AND AMENDMENT

8.1 **Termination**. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of Greater Hudson of the Greater Hudson Shareholder Matters:

(a) by mutual consent of Greater Hudson and ConnectOne;

(b) by either ConnectOne or Greater Hudson upon written notice to the other Party if the approval of any Governmental Entity required for consummation of the Merger and the other transactions contemplated by this Agreement is denied by final, non-appealable action of such Governmental Entity; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or materially contributed to, such action;

(c) by either ConnectOne or Greater Hudson, if the Merger shall not have been consummated on or before the one year anniversary of the date hereof (the “**Cut-off Date**”) or such later date as shall have been agreed to in writing by ConnectOne and Greater Hudson, unless the failure of the Closing to occur by such date shall be due to the failure of the Party seeking to terminate this Agreement to perform or observe the covenants and agreements of such Party set forth herein;

(d) by either ConnectOne or Greater Hudson if the Greater Hudson Shareholder Matters shall not have been approved by reason of the failure to obtain the required vote at a duly held meeting of Greater Hudson's shareholders or at any adjournment or postponement thereof;

(e) by either ConnectOne or Greater Hudson (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a breach of any of the representations or warranties set forth in this Agreement on the part of the other Party (determined as of the date hereof or, in the case of representations and warranties made as of a particular date, as of the date as of which such representation or warranty is made), which breach is not cured within thirty (30) days following written notice to the Party committing such breach, or which breach, by its nature, cannot be cured prior to the Cut-Off Date; provided, however, that neither Party shall have the right to terminate this Agreement pursuant to this Section 8.1(e) unless the breach of representation or warranty, together with all other such breaches, (i) would entitle the Party to which such representation is made not to consummate the transactions contemplated hereby under Section 7.2(a) of this Agreement (in the case of a breach of a representation or warranty by Greater Hudson) or Section 7.3(a) of this Agreement (in the case of a breach of a representation or warranty by ConnectOne) or (ii) would constitute a Material Adverse Effect with respect to the Party committing such breach or breaches;

(f) by either ConnectOne or Greater Hudson (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach of any of the covenants or agreements set forth in this Agreement on the part of the other Party hereto, which breach shall not have been cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the other Party, or which breach, by its nature, cannot be cured prior to the Cut-Off Date;

(g) by Greater Hudson, if, prior to receipt of the Greater Hudson Shareholder Approval, Greater Hudson has received a Superior Proposal, and in accordance with Section 5.3 of this Agreement, has entered into an acquisition agreement with respect to the Superior Proposal, but only if prior to terminating this Agreement, Greater Hudson pays to ConnectOne the Termination Fee;

(h) by ConnectOne if prior to receipt of the Greater Hudson Shareholder Approval, Greater Hudson or Greater Hudson's Board of Directors (or any committee thereof) has (A) effected a Greater Hudson Subsequent Determination or approved, adopted, endorsed or recommended any Greater Hudson Acquisition Proposal, (B) failed to make the Greater Hudson Board Recommendation, withdrawn the Greater Hudson Board Recommendation or failed to publicly re-affirm the Greater Hudson Board Recommendation within five (5) days after receipt from ConnectOne of a written request to do so, (C) breached the terms of Section 5.3 of this Agreement in any material respect adverse to ConnectOne, or (D) in response to the commencement (other than by ConnectOne or a Subsidiary thereof) of a tender offer or exchange offer for 20% or more of the outstanding shares of Greater Hudson Common Stock, recommended that the shareholders of Greater Hudson tender their shares in such tender or exchange offer or otherwise failed to recommend that such shareholders reject such tender offer or exchange offer within ten business days;

(i) by ConnectOne if any of the conditions set forth in Section 7.1 or 7.2 of this Agreement are not satisfied and are not capable of being satisfied by the Cut-off Date; or

(j) by Greater Hudson if any of the conditions set forth in Section 7.1 or 7.3 of this Agreement are not satisfied and are not capable of being satisfied by the Cut-off Date.

(k) by Greater Hudson, if the Board of Directors of Greater Hudson so determines by a vote of the majority of the member of the entire Greater Hudson Board of Directors, at any time during the five-day period commencing with the Determination Date (as defined below), if both of the following conditions are satisfied:

(i) the quotient obtained by dividing the Average Closing Price (as defined below) by the Starting Price (as defined below) (the “ **ConnectOne Ratio** ”) shall be less than 0.80; and

(ii) (x) the ConnectOne Ratio shall be less than (y) the quotient obtained by dividing the Final Index Price (as defined below) by the Index Price on the Starting Date (each as defined below) and subtracting 0.20 from the quotient in this clause (ii)(y) (such number in this clause (ii)(y) that results from dividing the Final Index Price by the Index Price on the Starting Date being referred to herein as the “ **Index Ratio** ”);

subject, however, to the following three sentences. If Greater Hudson elects to exercise its termination right pursuant to this Section 8.1(k), it shall give written notice to ConnectOne promptly, and in any event within the five-day period commencing with the Determination Date. During the five-day period commencing with its receipt of such notice, ConnectOne shall have the option to increase the consideration to be received by the holders of Greater Hudson Common Stock hereunder, by adjusting the Exchange Ratio (calculated to the nearest one one-thousandth) to equal the lesser of (x) a number (rounded to the nearest one one-thousandth) obtained by dividing (A) the product of the Starting Price, 0.80 and the Exchange Ratio (as then in effect) by (B) the Average Closing Price and (y) a number (rounded to the nearest one one-thousandth) obtained by dividing (A) the product of the Index Ratio and the Exchange Ratio (as then in effect) by (B) the ConnectOne Ratio. If ConnectOne so elects within such five-day period, it shall give prompt written notice to Greater Hudson of such election and the revised Exchange Ratio, whereupon no termination shall have occurred pursuant to this Section 8.1 and this Agreement shall remain in effect in accordance with its terms (except as the Exchange Ratio shall have been so modified).

For purposes of this Section 8.1(k), the following terms shall have the meanings indicated:

“ **Average Closing Price** ” shall mean the average of the daily closing prices for the shares of ConnectOne Common Stock for the ten (10) consecutive full trading days on which such shares are actually traded on the NASDAQ Global Select Market (as reported by Bloomberg or, if not reported thereby, any other authoritative source) ending at the close of trading on the Determination Date.

“ **Determination Date** ” shall mean the tenth (10th) day prior to the Closing Date, provided that if shares of the ConnectOne Common Stock are not actually traded on the NASDAQ Global Select Market on such day, the Determination Date shall be the immediately preceding day to the tenth (10th) day prior to the Closing Date on which shares of ConnectOne Common Stock actually trade on the NASDAQ Global Select Market.

“ **Final Index Price** ” shall mean the average of the Index Prices for the ten (10) consecutive full trading days ending on the trading day prior to the Determination Date.

“ **Index Group** ” shall mean the Nasdaq Bank Index.

“ **Index Price** ” shall mean the closing price on such date of the Nasdaq Bank Index.

“ **Starting Date** ” shall mean the last trading day immediately preceding the date of the first public announcement of entry into this Agreement.

“ **Starting Price** ” shall mean the closing price of a share of ConnectOne Common Stock on the NASDAQ Global Select Market (as reported by Bloomberg or, if not reported therein, in another authoritative source) on the Starting Date.

8.2 Effect of Termination. In the event of termination of this Agreement by either ConnectOne or Greater Hudson as provided in Section 8.1 of this Agreement, this Agreement shall forthwith become void and have no effect except that (i) Sections 8.1, 8.2, 8.5 and Article IX of this Agreement shall survive any termination of this Agreement and (ii) in the event that such termination is effected pursuant to Sections 8.1(e) or 8.1(f) of this Agreement, the non-defaulting Party may pursue any remedy available at law or in equity to enforce its rights and shall be paid by the defaulting Party for all damages, costs and expenses, including without limitation legal, accounting, investment banking and printing expenses, incurred or suffered by the non-defaulting Party in connection herewith or in the enforcement of its rights hereunder.

8.3 Amendment. Subject to compliance with applicable Law, this Agreement may be amended by the Parties at any time before or after approval of the matters presented in connection with the Merger by the shareholders of Greater Hudson; provided, however, that after any approval of the transactions contemplated by this Agreement by Greater Hudson's shareholders, there may not be, without further approval of such shareholders, any amendment of this Agreement which reduces the amount or changes the form of the consideration to be delivered to Greater Hudson's shareholders hereunder other than as contemplated by this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

8.4 **Extension; Waiver**. At any time prior to the Effective Time, each of the Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.5 **Termination Fee**. In the event that:

(i) this Agreement is terminated by Greater Hudson pursuant to Section 8.1(g) of this Agreement or by ConnectOne pursuant to Section 8.1(h) of this Agreement, then Greater Hudson shall pay to ConnectOne, immediately upon such termination, by wire transfer of immediately available funds, the sum of \$3,200,000 (the “**Termination Fee**”); or

(ii) (A) a Greater Hudson Acquisition Proposal (whether or not conditional) or intention to make a Greater Hudson Acquisition Proposal (whether or not conditional) shall have been made directly to Greater Hudson’s shareholders or otherwise publicly disclosed or otherwise communicated or made known to any member of senior management of Greater Hudson or any member of Greater Hudson’s Board of Directors, (B) this Agreement is thereafter terminated (x) by Greater Hudson or ConnectOne pursuant to Sections 8.1(c) or 8.1(d) of this Agreement, or (y) by ConnectOne pursuant to Sections 8.1(e) or 8.1(f) of this Agreement, and (C) within twelve (12) months following such termination Greater Hudson enters into a definitive agreement relating to a Greater Hudson Acquisition Proposal or consummates a Greater Hudson Acquisition Proposal, then Greater Hudson shall pay to ConnectOne, immediately upon such termination, by wire transfer of immediately available funds, the Termination Fee.

For purposes of clause (ii) of this Section 8.5, the term “**Greater Hudson Acquisition Proposal**” shall have the meaning ascribed thereto in Section 5.3(h)(i)(A) of this Agreement except that references in Section 5.3(h)(i)(A) to “20%” shall be replaced by “50%”.

ARTICLE IX
GENERAL PROVISIONS

9.1 Interpretation

(a) The headings and captions contained in this Agreement and in any table of contents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

(c) The words “hereof”, “herein” and “herewith” and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement unless expressly otherwise specified.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(h) All references to “dollars” or “\$” in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

(i) The terms of this Section 9.1 shall apply to the Greater Hudson Disclosure Schedule and the ConnectOne Disclosure Schedule delivered herewith and to each document included in the exhibits annexed hereto unless expressly otherwise stated therein. The inclusion of an item in either such disclosure schedule as an exception to a representation or warranty shall not be deemed an admission by the Party including such item that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely to result in a Material Adverse Effect.

9.2 **Nonsurvival of Representations, Warranties and Agreements**. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except for those covenants and agreements contained herein and therein which by their terms apply in whole or in part after the Effective Time. The provisions of Section 6.2(c), Article VIII and Article IX of this Agreement and the Confidentiality Agreement shall survive the termination of this Agreement

9.3 **Expenses**. Except as otherwise provided in Sections 6.14 and 8.5 of this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

9.4 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent via electronic mail, telecopied (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 shall be specified by like notice):

(a) if to Greater Hudson, to:

Greater Hudson Bank
715 Route 304
Bardonia, NY 10954
Attn: Edward T. Lutz,
President and Chief Executive Officer

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

Hogan Lovells LLP
555 13th Street, NW
Washington, DC 20004
Attn: Richard Schaberg, Esq.

and

(b) if to ConnectOne or the Bank, to:

ConnectOne Bancorp, Inc. or ConnectOne Bank
301 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Attn: Frank Sorrentino III,
Chairman and Chief Executive Officer

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

Windels, Marx, Lane & Mittendorf, LLP
120 Albany Street
New Brunswick, New Jersey 08901
Attn: Robert Schwartz, Esq.

9.5 **Counterparts; Facsimile**. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by both of the Parties and delivered to both of the Parties, it being understood that all Parties need not sign the same counterpart. Execution and delivery of this Agreement or any agreement contemplated hereby by facsimile or pdf transmission shall constitute execution and delivery of this Agreement or such agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.

9.6 **Entire Agreement**. This Agreement (including the exhibits, documents, disclosure schedules and instruments referred to herein), together with the Confidentiality Agreement, constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

9.7 **Governing Law**. This Agreement shall be governed and construed in accordance with the Laws of the State of New Jersey, without regard to any applicable conflicts of law provisions.

9.8 **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

9.9 **Publicity**. Except as otherwise required by Law or the rules of the NASDAQ Global Select Market, so long as this Agreement is in effect, neither ConnectOne nor Greater Hudson shall, or shall permit any of its Subsidiaries to, issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public statement concerning, the transactions contemplated by this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

9.10 **Assignment; Parties in Interest; No Third Party Beneficiaries**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto (whether by operation of law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Except as otherwise expressly provided in Section 6.8 of this Agreement, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the Parties any rights or remedies hereunder. Except as otherwise expressly provided in Section 6.8 of this Agreement, nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. In certain instances, the representations and warranties in this Agreement may represent an allocation between the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

9.11 Definitions.

(a) For purposes of this Agreement, the following terms shall have the following meanings:

“ **Affiliate** ” of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person. For purposes of this definition, “ **control** ” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“ **Business Day** ” means any day other than a Saturday or Sunday or any day that banks in the State of New Jersey are authorized or required to be closed.

“ **ConnectOne Benefit Plans** ” means any employee benefit plan, program, policy, agreement or arrangement, including any deferred compensation, retirement, profit sharing, incentive, bonus, commission, stock option or other equity based, phantom, change in control, retention, employment, consulting, severance, dependent care, sick leave, vacation, flex, cafeteria, retiree health or welfare, supplemental income, fringe benefit or other similar plan, program, policy, agreement or arrangement, whether written or unwritten.

“ **ConnectOne Common Stock Average Price** ” means the average (rounded to four decimals) of the daily closing sales prices of ConnectOne Common Stock as reported on the NASDAQ Global Select Market (as reported in an authoritative source chosen by ConnectOne) for the ten (10) consecutive full trading days in which such shares are quoted on the NASDAQ Global Select Market ending at the close of trading on the third (3rd) trading day immediately prior to the Closing Date.

“ **ConnectOne Welfare Plans** ” means any “employee welfare benefit plan”, within the meaning of Section 3(l) of ERISA, sponsored or maintained by ConnectOne or any Subsidiary.

“ **Dodd-Frank Act** ” means the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended.

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

“ **GAAP** ” means, for any Person, accounting principles generally accepted in the United States, as consistently applied by such Person.

“ **Greater Hudson Restricted Stock Plans** ” means the Greater Hudson 2011 Restricted Stock Plan and the Greater Hudson 2016 Restricted Stock Plan.

“ **Knowledge** ” means, with respect to ConnectOne, the actual knowledge of Frank S. Sorrentino, III and William S. Burns and with respect to Greater Hudson, the actual knowledge of Edward Lutz, Lynne Allan, F. Thomas Cornelius and Robert J. Tolomer.

“ **Law** ” means, unless the context expressly indicates otherwise, any foreign, federal, state or local statute, law, ordinance, rule, regulation, code, enactment or other statutory or legislative provision.

“ **Lien** ” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such asset and (c) in the case of securities, any purchase option, call or preemptive right, right of first refusal or similar right of a third party with respect to such securities.

“ **Material Adverse Effect** ” means, with respect to any Person, any event, effect, condition, change, occurrence, development or state of circumstances that has a material adverse effect on the business, financial condition or results of operations of such Person and its Subsidiaries considered as a single enterprise or has a material adverse effect on the ability of such Person or any of its Subsidiaries to consummate the Merger; provided, however, that “Material Adverse Effect” shall not include the following, either alone or in combination, nor shall any of the following be taken into account in determining whether there has been a Material Adverse Effect: (a) effects, changes, events, developments, circumstances or conditions that generally affect the banking business; (b) general business, financial or economic conditions; (c) national or international political or social conditions, including the engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any actual or threatened military or terrorist attack, (d) changes or developments resulting from or caused by natural disasters, (e) the conditions of any financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (f) changes in GAAP or in the interpretation or enforcement thereof, (g) changes in Law or other binding directives issued by any Governmental Entity; (h) failure by such Person to meet internal or third party projections or forecasts or any published revenue or earnings projections for any period; provided, that this exception shall not prevent or otherwise affect any determination that any event, condition, change, occurrence, development or state of facts underlying such failure has or resulted in, or contributed to, a Material Adverse Effect; or (i) acts or omissions of such Person or its Subsidiaries carried out (or omitted to be carried out) pursuant to this Agreement; provided, however, that the foregoing clauses (a) through (g) shall not apply if such effect, change, event, development or circumstance disproportionately adversely affects Greater Hudson and its Subsidiaries, taken as a whole, or ConnectOne and its Subsidiaries, taken as a whole, as the case may be, compared to other Persons that operate in the banking industry.

“ **Most Recent Balance Sheet** ” means, with respect to Greater Hudson, the most recent statement of financial condition included within the Greater Hudson Financial Statements and, with respect to ConnectOne, the most recent balance sheet included within the ConnectOne Financial Statements.

“ **Order** ” means any judicial or administrative judgment, decision, decree, order, settlement, injunction, writ, stipulation, determination or award, in each case to the extent legally binding and finally determined.

“ **Ordinary Course of Business** ” means, with respect to a Person, the ordinary course of business of such Person and its corporate Affiliates consistent with past custom and practice.

“ **Permitted Liens** ” means any (a) mechanic’s, materialmen’s, laborer’s, workmen’s, repairmen’s, carrier’s and similar Liens, including all statutory Liens, arising or incurred in the Ordinary Course of Business for amounts that are not yet delinquent or which are being contested in good faith through appropriate proceedings and for which appropriate reserves have been established on the Most Recent Balance Sheet in accordance with GAAP and that are not, individually or in the aggregate, material and do not detract materially from the value thereof, (b) Liens for current state and local property Taxes, assessments and other governmental charges not yet due and payable or, if due, (i) not yet delinquent, (ii) being contested in good faith through appropriate proceedings and (iii) for which appropriate reserves have been established on the Most Recent Balance Sheet in accordance with GAAP, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges to secure deposits and other Liens incurred in the Ordinary Course of Business, and (e) in the case of Owned Properties held by Greater Hudson or its Subsidiaries, easements, covenants, rights-of-way, conditions and other restrictions or similar matters of record affecting title to such property that are shown on surveys or other title records of the relevant Owned Property.

“ **Person** ” or “ **person** ”, except where the context clearly indicates a reference solely to an individual, means an individual, corporation, partnership, limited liability company, trust, association, Governmental Entity or other entity.

“ **Sarbanes-Oxley Act** ” means the Sarbanes-Oxley Act of 2002, as amended.

“ **Securities Act** ” means the Securities Act of 1933, as amended.

“ **Subsidiary** ”, when used with respect to any Person, means any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, which is consolidated with such Person for financial reporting purposes. For the avoidance of doubt, the Bank and each of its Subsidiaries constitute Subsidiaries of ConnectOne.

(b) The following terms are defined in the following sections of this Agreement:

Accounting Firm	3.6(a)
Advisory Firm	3.7
Aggregate Merger Consideration	1.4(c)
Agreement	Preamble
Average Closing Price	8.1(k)
Bank	Preamble
Bank Merger Agreement	1.1
BHC	1.1
BOLI	3.16(g)
cause	6.10(a)
CERCLA	3.17(d)
Certificate of Merger	1.2
Certificates	1.4(c)
Claim	6.8(a)
Claims	6.8(a)
Closing	1.2
Closing Date	1.2
Code	1.11
Confidentiality Agreement	5.3(a)
ConnectOne	Preamble
ConnectOne Common Stock	1.4(a)
ConnectOne Disclosure Schedule	Article IV Lead-in
ConnectOne DRIP	4.2(a)
ConnectOne Equity Awards	4.2(b)
ConnectOne Financial Statements	4.6(a)
ConnectOne Pension Plans	4.11(a)
ConnectOne Preferred Stock	4.2(a)
ConnectOne Ratio	8.1(k)(i)
ConnectOne Regulatory Agencies	4.5(a)
ConnectOne Regulatory Agreement	4.14
ConnectOne Reports	4.5(b)
ConnectOne Stock Incentive Plans	4.2(a)
ConnectOne’s Accounting Firm	4.6(d)
Covered Person	3.19

CRA	3.13 (b)
Cut-off Date	8.1(c)
Derivatives Contract	3.22(b)
Determination Date	8.1(k)
Dissenting Shares	1.13
Dissenting Shareholder	1.13
DPC Shares	1.4(b)
DOL	3.11(b)
Effective Time	1.2
Environmental Laws	3.17(d) and 4.15(d)
Environmental Matters	3.17(d) and 4.15(d)
ERISA	3.11(a)
ERISA Affiliate	3.11(a)
Exchange Agent	1.5
Exchange Fund	2.1
Exchange Ratio	1.4(a)
FDIC	1.1
Filing Documents	6.1(c)
Final Index Price	8.1(k)
FRB	1.1
Governmental Entity	3.4
Greater Hudson	Preamble
Greater Hudson Acquisition Proposal	5.3(d)(i) and 8.5(ii)
Greater Hudson Benefit Plans	3.11(a)
Greater Hudson Board Recommendation	3.3(a)
Greater Hudson Common Stock	1.4(a)
Greater Hudson Contract	3.14
Greater Hudson Disclosure Schedule	Article III Lead-in
Greater Hudson Financial Statements	3.6(a)
Greater Hudson Pension Plans	3.11(a)
Greater Hudson Property	3.16(a)
Greater Hudson Properties	3.16(a)
Greater Hudson Regulatory Agencies	3.5(a)
Greater Hudson Restricted Shares	3.2(a)
Greater Hudson Shareholder Approval	5.3(a)
Greater Hudson Shareholder Matters	3.3(a)
Greater Hudson Shareholders' Meeting	6.3
Greater Hudson Stock Option	3.8(c)(ii)
Greater Hudson Subsequent Determination	5.3(b)
Greater Hudson Welfare Plans	3.11(a)
High Risk Loans	3.20(f)
Indemnitees	6.8(a)
Index Group	8.1(k)
Index Price	8.1(k)
Index Ratio	8.1(k)(ii)

Intellectual Property	3.25(i)(1)
IRS	3.10(a)
IT Assets	3.25(i)(2)
Lending Manual	5.1(p)
Licensed Intellectual Property	3.25(i)(3)
Loan	3.20(a)
Loan Property	3.17(d) and 4.15(d)
Materially Burdensome Regulatory Condition	6.1(b)
Merger	Recital A
Merger Consideration	1.4(c)
New Jersey Department	1.1
New York Department	1.1
Notice of Superior Proposal	5.3(b)
OREO	3.20(b)
Owned Intellectual Property	3.25(i)(4)
Owned Property	3.16(a)
Owned Properties	3.16(a)
Participation Facility	3.17(d) and 4.15(d)
Parties	Preamble
Party	Preamble
Per Share Stock Consideration	1.4(a)
Personal Property Leases	3.16(e)
Proxy Statement	3.4
RCRA	3.17(d)
Real Property Lease	3.16(a)
Real Property Leases	3.16(a)
Registered	3.25(i)(5)
Regulated Substances	3.17(d) and 4.15(d)
Regulatory Agreement	3.15
S-4	3.4
SEC	3.4
Sell-Down Agreement	Recital C
Settlement Agreement	6.7(d)
Starting Date	8.1(k)
Starting Price	8.1(k)
Superior Proposal	5.3(d)(ii)
Surviving Bank	1.1
Systems	3.29
Tax; Taxes	3.10(h)
Tax Return	3.10(h)
Termination Fee	8.5(i)
Trade Secrets	3.25(i)(1)
Trust Account Shares	1.4(b)
Voting Agreements	Recital B

9.12 Legal Proceedings; Specific Performance; No Jury Trial.

(a) The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New Jersey and the Federal courts of the United States of America located in the State of New Jersey in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New Jersey State or Federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of the Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.4 of this Agreement or in such other manner as may be permitted by applicable Law, shall be valid and sufficient service thereof.

(b) The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Federal court located in the State of New Jersey or in any New Jersey state court, this being in addition to any other remedy to which they are entitled at law or in equity.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.12(c).

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

GREATER HUDSON BANK

By: /s/ Edward T. Lutz

Name: Edward T. Lutz

Title: President and Chief Executive Officer

CONNECTONE BANCORP, INC.

By: /s/ Frank Sorrentino III

Name: Frank Sorrentino III

Title: Chairman and Chief Executive Officer

CONNECTONE BANK

By: /s/ Frank Sorrentino III

Name: Frank Sorrentino III

Title: Chairman and Chief Executive Officer

**FORM OF
VOTING AGREEMENT**

This Voting Agreement (this “**Agreement**”) is dated as of July 11, 2018, by and between ConnectOne Bancorp, Inc., a New Jersey corporation and registered bank holding company (“**ConnectOne**”), and the shareholder of Greater Hudson Bank, a New York state chartered commercial bank (“**Greater Hudson**”), executing this Agreement on the signature page hereto (the “**Shareholder**”).

RECITALS

A. Concurrently with the execution of this Agreement, ConnectOne and Greater Hudson have entered into an Agreement and Plan of Merger (the “**Merger Agreement**”) that provides, among other things, for the merger (the “**Merger**”) of Greater Hudson with and into ConnectOne’s wholly-owned subsidiary, ConnectOne Bank, upon the terms and subject to the conditions set forth therein.

B. As of the date hereof, the Shareholder is the record and Beneficial Owner (as defined below) of that number of shares of Greater Hudson Common Stock (including, for purposes of this Agreement, all shares or other voting securities into which any shares of Greater Hudson Common Stock may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom (including any dividends or distributions of securities that may be declared in respect of such shares of Greater Hudson Common Stock), the “**Greater Hudson Common Shares**”) set forth below the Shareholder’s name on the signature page hereto.

C. As a condition to ConnectOne’s willingness to enter into and perform its obligations under the Merger Agreement, the Shareholder has agreed to enter into this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

I. CERTAIN DEFINITIONS

1.1. Capitalized Terms. Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

1.2. Other Definitions. For the purposes of this Agreement:

“**Beneficial Owner**” or “**Beneficial Ownership**” with respect to any securities means having “beneficial ownership” of such securities (as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended).

“**Jointly Owned Shares**” means the Greater Hudson Common Shares Beneficially Owned by the Shareholder as of the applicable record date (including any Greater Hudson Common Shares that the Shareholder may acquire after the date hereof) for which the Shareholder has joint or shared voting power with such Shareholder’s spouse.

“**Owned Shares**” means the Greater Hudson Common Shares Beneficially Owned by the Shareholder as of the applicable record date (including any Greater Hudson Common Shares that the Shareholder may acquire after the date hereof) for which the Shareholder has sole voting power.

“ **Restricted Transfer Termination Date** ” means the soonest of (i) the date on which the Merger Agreement is terminated, (ii) the Effective Time, (iii) the date, if any, on which ConnectOne releases the Shareholder from the Shareholder’s obligations hereunder and (iv) the date immediately following the date, if any, on which Greater Hudson’s shareholders approve all of the Greater Hudson Shareholder Matters.

“ **Transfer** ” means, with respect to a security, the sale, grant, assignment, transfer, pledge, hypothecation, encumbrance, constructive sale, or other disposition of such security or the Beneficial Ownership thereof (including by operation of law), or the entry into of any contract, agreement or other obligation to effect any of the foregoing, including, for purposes of this Agreement, the transfer or sharing of any voting, investment or dispositive power of such security.

II. SUPPORT OBLIGATIONS OF THE SHAREHOLDER

2.1. Agreement to Vote. The Shareholder irrevocably and unconditionally agrees that from and after the date hereof, at any meeting (whether annual or special, and at each adjourned or postponed meeting) of shareholders of Greater Hudson called to vote for approval of the Merger, however called, or in connection with any written consent of Greater Hudson’s shareholders relating to the Merger, the Shareholder will (x) appear at each such meeting, cause all of the Shareholder’s Owned Shares, and use the Shareholder’s reasonable best efforts to cause all of the Shareholder’s Jointly Owned Shares, to be counted as present thereat for purposes of calculating a quorum, and respond to each request by Greater Hudson for written consent, if any, (y) vote (or consent) or cause to be voted (or validly execute and return and cause a consent to be granted with respect to) all of the Owned Shares and use the Shareholder’s reasonable best efforts to cause to be voted (or validly execute and return and use the Shareholder’s reasonable best efforts to cause a consent to be granted with respect to) all of the Jointly Owned Shares, in each case, in favor of all Greater Hudson Shareholder Matters, including the adoption of the Merger Agreement and the Merger and, if it shall be necessary for any such meeting to be adjourned or postponed due to a lack of a quorum, in favor of such adjournment or postponement and (z) vote (or consent) or cause to be voted (or validly execute and return and cause a consent to be granted with respect to) all of the Owned Shares and use the Shareholder’s reasonable best efforts to cause to be voted (or validly execute and return and use the Shareholder’s reasonable best efforts to cause a consent to be granted with respect to) all of the Jointly Owned Shares, in each case, against any Greater Hudson Acquisition Proposal.

2.2. Restrictions on Transfer; No Dissenter’s Rights. Except as otherwise consented to in writing by ConnectOne, the Shareholder agrees from and after the date hereof and until the Restricted Transfer Termination Date, not to tender, or cause to be tendered, into any tender or exchange offer or otherwise directly or indirectly Transfer, or cause to be Transferred, any Owned Shares or Jointly Owned Shares (or any rights, options or warrants to acquire any Greater Hudson Common Shares), except for transfers to charities, charitable trusts, or other charitable organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, lineal descents or the spouse of the Shareholder, or to a trust or other entity for the benefit of one or more of the foregoing persons, or by means of an in-kind distribution of all or part of the Shareholder’s Greater Hudson Common Shares to the Shareholder’s direct or indirect equityholders; provided that the transferee of any transfer described in this Section 2.2 agrees in writing to be bound by the terms of this Agreement. Shareholder further hereby agrees that Shareholder shall not claim or exercise, or cause to be claimed or exercised, any dissenters rights relating to the Greater Hudson Common Shares with respect to the Merger Agreement and the transactions contemplated thereby.

2.3 Greater Hudson Acquisition Proposal. The Shareholder agrees that from and after the date hereof, the Shareholder will not, and will use the Shareholder's reasonable best efforts to not permit any of the Shareholder's affiliates to, directly or indirectly, solicit, initiate, encourage or facilitate, or furnish or disclose non-public information in furtherance of, or comment publicly in favor of, any inquiries or the making of any proposal with respect to any Greater Hudson Acquisition Proposal, or negotiate, explore or otherwise engage in discussions with any person (other than Greater Hudson or its directors, officers, employees, agents and representatives) with respect to any Greater Hudson Acquisition Proposal or enter into any agreement, arrangement or understanding with respect to any Greater Hudson Acquisition Proposal or agree to or otherwise assist in the effectuation of any Greater Hudson Acquisition Proposal or comment publicly in favor of any Greater Hudson Acquisition Proposal; *provided, however*, that nothing herein shall prevent the Shareholder from taking any action, or omitting to take any action, (i) if applicable, as a member of the Board of Directors of Greater Hudson required so as not to act inconsistently with the Shareholder's fiduciary obligations as a Director of Greater Hudson after consultation with outside counsel or (ii) if applicable, as an officer of Greater Hudson required so as not to act inconsistently with the Shareholder's fiduciary obligations, if any, as an officer of Greater Hudson after consultation with outside counsel, in each case to the extent, and only to the extent, permitted by Section 5.3 of the Merger Agreement.

III. GENERAL

3.1. Governing Law; Jurisdiction. This Agreement and any controversies arising with respect hereto shall be construed in accordance with and governed by the laws of the State of New Jersey (without regard to principles of conflict of laws that would apply the law of another jurisdiction). Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of any New Jersey State court or federal court of the United States of America sitting in New Jersey, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New Jersey State court or, to the extent permitted by law, in such federal court.

3.2. Amendments. This Agreement may not be amended except by written agreement signed by ConnectOne and by the Shareholder.

3.3. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

3.4. Counterparts; Execution. This Agreement may be executed in any number of counterparts, all of which are one and the same agreement. This Agreement may be executed by facsimile or pdf signature by any party and such signature is deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

3.5. Effectiveness and Termination. This Agreement will become effective when ConnectOne has received the counterparts signed by the Shareholder and itself and shall terminate on the date that the Merger is approved by Greater Hudson's shareholders. In the event that the Merger Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate and be of no further force or effect. Upon such termination, except for any rights any party may have in respect of any breach by any other party of its obligations hereunder, neither party hereto shall have any further obligation or liability hereunder.

3.6 Proxy. The Shareholder hereby constitutes and appoints the President of ConnectOne, with full power of substitution, as the Shareholder's proxy with respect to the matters set forth herein, including without limitation, each of the matters described in Sections 2.1 and 2.3 of this Agreement, and hereby authorizes such proxy to represent and to vote, if and only if the Shareholder (i) fails to vote or (ii) attempts to vote (whether by proxy, in person or by written consent) in a manner that is inconsistent with the terms of this Agreement, all of such Shareholder's Owned Shares in the manner contemplated by Sections 2.1 and 2.3 of this Agreement. The proxy granted pursuant to the immediately preceding sentence is given to induce ConnectOne to execute the Merger Agreement and, as such, is coupled with an interest and shall be irrevocable unless and until this Agreement or any such rights granted hereunder terminate or expire pursuant to the terms hereof. The Shareholder hereby revokes any and all previous proxies with respect to the Shareholder's Owned Shares and shall not hereafter, unless and until this Agreement or any rights granted hereunder terminate or expire pursuant to the terms hereof, purport to grant any other proxy or power of attorney with respect to any of the Shareholder's Owned Shares, deposit any of the Shareholder's Owned Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person or entity, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of any of the Shareholder's Owned Shares, in each case, with respect to any of the matters set forth herein.

3.7 Equitable Remedies. The parties hereto agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the parties hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other parties and to enforce specifically the terms and provisions hereof in any court referred to in Section 3.1 hereof, such remedy being in addition to, and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity.

3.8 Waiver of Jury Trial. Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any suit, action or other proceeding directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each party hereto (a) certifies that no representative of any other party hereto has represented, expressly or otherwise, that such other party would not, in the event of any suit, action or other proceeding, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waivers and certifications in this Section 3.8.

3.9 Construction. This Agreement shall be deemed to have been drafted by each of the parties hereto and, consequently, when construing its terms, none of the parties will be deemed to have been the draftsperson.

[signature pages follow]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed as of the date first above written.

ConnectOne Bancorp, Inc.

By: _____
Name:
Title:

(Shareholder signature page follows)

[Greater Hudson Signature Page to Voting Agreement]

SHAREHOLDER

Shareholder: _____

Signature: _____

Title, if applicable: _____

Owned Shares: _____

Jointly Owned Shares: _____

Notice Address: _____

[Shareholder Signature Page to Voting Agreement]

VOTING AND SELL-DOWN AGREEMENT

VOTING and SELL-DOWN AGREEMENT, dated as of July 11, 2018 (this “ **Agreement** ”), by and between ConnectOne Bancorp, Inc., a New Jersey corporation and registered bank holding company (the “ **Company** ”) and Mr. Kenneth J. Torsoe (the “ **Shareholder** ”), in his capacity as the Beneficial Owner (as defined below) of shares of common stock of Greater Hudson Bank, a New York chartered commercial bank (“ **GHB** ”), as set forth on Schedule 1 to this Agreement.

RECITALS

A. Concurrently with the execution of this Agreement, GHB and the Company have entered into an Agreement and Plan of Merger (the “ **Merger Agreement** ”) that provides, among other things, for the merger (the “ **Merger** ”) of the GHB with and into ConnectOne Bank, the Company’s wholly owned bank subsidiary (the “ **Bank** ”) upon the terms and subject to the conditions set forth therein.

B. As of the date hereof, the Shareholder is the Beneficial Owner (as defined below) of that number of shares of GHB Common Stock (including, for purposes of this Agreement, all shares or other voting securities into which any shares of GHB Common Stock may be reclassified, sub-divided, consolidated or converted and any rights and benefits arising therefrom (including any dividends or distributions of securities that may be declared in respect of such shares of GHB Common Stock), the “ **GHB Common Shares** ”) set forth on Schedule 1. The record owners of such GHB Common Shares, to the extent Shareholder is not the record owner, are also set forth on Schedule 1. Schedule 1 also sets forth shares held by members of the Shareholder’s family, but of which Shareholder is not the Beneficial Owner (“ **Additional GHB Common Shares**”).

C. In the Merger, holders of shares of GHB Common Shares will receive shares of Company common stock, no par value per share, in accordance with the terms of the merger Agreement (the “ **Company Common Stock** ”)

D. As a condition to the Company’s willingness to enter into and perform its obligations under the Merger Agreement, the Shareholder has agreed to enter into this Agreement.

NOW THEREFORE , the parties hereto agree as follows:

I. CERTAIN DEFINITIONS

1.1 Capitalized Terms . Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

1.2 Other Definitions . For the purposes of this Agreement:

“**Additional Shares**” means those shares of Company Common Stock into which the Additional GHB Common Shares are converted pursuant to the terms of the Merger Agreement and which are held by members of the Shareholder’s family.

“ **Affiliate** ” shall have the meaning ascribed to such term in Rule 405 under the Securities Act of 1933, as amended, provided that GHB and its Subsidiaries shall not be deemed to be Affiliates of the Shareholder.

“ **Beneficial Owner** ” or “ **Beneficial Ownership** ” with respect to any securities means having “beneficial ownership” of such securities (as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended).

“ **Jointly Owned Shares** ” means the GHB Common Shares Beneficially Owned by the Shareholder as of the date of this Agreement and the GHB Common Shares of which the Shareholder acquires Beneficial Ownership after the date hereof until and including the applicable record date, for which the Shareholder has joint or shared voting power with the Shareholder’s spouse.

“ **Owned Shares** ” means the GHB Common Shares Beneficially Owned by the Shareholder as of the date of this Agreement and GHB Common Shares of which the Shareholder acquires Beneficial Ownership after the date hereof until and including the applicable record date, for which the Shareholder has sole voting power.

“ **Shares** ” means, as of any given date, any GHB Common Shares Beneficially Owned or Controlled by the Shareholder and any other voting securities of GHB Beneficially Owned or Controlled by the Shareholder (including shares issuable upon exercise of any instrument exercisable for GHB Common Shares of other voting securities of the GHB), and those shares of Company Common Stock into which the GHB Common Shares Beneficially Owned or Controlled by the Shareholder are converted pursuant to the terms of the Merger Agreement.

“ **Restricted Transfer Termination Date** ” means the soonest of (i) the date on which the Merger Agreement is terminated in accordance with its terms, (ii) the Effective Time, (iii) the date, if any, on which the Company releases the Shareholder from the Shareholder’s obligations hereunder and (iv) the date immediately following the date, if any, on which GHB’s shareholders approve all of the GHB Shareholder Matters.

“ **Transfer** ” means, with respect to a security, the sale, grant, assignment, transfer, pledge, hypothecation, encumbrance, constructive sale, or other disposition of such security or the Beneficial Ownership thereof (including by operation of law), or the entry into of any contract, agreement or other obligation to effect any of the foregoing, including, for purposes of this Agreement, the transfer or sharing of any voting, investment or dispositive power of such security.

II. PROXY

2.1 Irrevocable Proxy. Shareholder is hereby delivering an irrevocable proxy (the “**Proxy**”) in the form and substance of Schedule 2 hereto appointing, to the extent permitted by law, the Board of Directors of the Company as his proxy with regard to all matters on which a shareholder vote of the Company may be requested. Such proxy shall provide that all Shares Beneficially Owned, owned of record or controlled by the Shareholder shall be voted by the Board of Directors of the Company in the same manner and proportion as are the outstanding voting shares of the Company other than those subject to the Proxy. The Proxy shall become effective at the Effective Time, and shall remain in effect until the aggregate of (i) the Shares Beneficially Owned, owned of record or controlled by the Shareholder and (ii) the Additional Shares shall constitute less than 4.99% of the Company’s total number of outstanding common shares (the “ **Maximum Threshold** ”).

III. SELL-DOWN

3.1 Sale of Shares. Commencing after the Effective Time, Shareholder may undertake bona fide sales to third parties of Shares. Such sales shall be undertaken by Shareholder in such manner as he shall deem appropriate, and to which Company must consent (such consent to not be unreasonably withheld), and which may involve block trades of Shares, placing Shares through a placement agent or selling Shares through an underwritten offering. Commencing after the Effective Time, Shareholder shall provide the Company with quarterly reports as to the number of Shares over which he continues to have Beneficial Ownership, record ownership or control, and the number of additional Shares, until such time as the aggregate amount of (i) Shareholder's Beneficial Ownership, record ownership or control of Shares and (ii) the Additional Shares is at or below the Maximum Threshold.

IV. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Shareholder. The Shareholder hereby represents and warrants to the Company as follows:

(a) Authorization; Validity of Agreement; Necessary Action. This Agreement has been duly executed and delivered by the Shareholder and, assuming this Agreement constitutes a valid and binding obligation of the Company and complies with all applicable laws, constitutes a valid and binding obligation of the Shareholder, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or by general equity principles).

(b) Ownership. As of the date hereof, the number of Owned Shares, and the record owners of such shares, are listed on Schedule 1. As of the date hereof, the Owned Shares set forth on Schedule 1 constitute all of the shares of GHB Common Stock or of any other voting security of GHB held of record or Beneficially Owned by the Shareholder or any of the Shareholder's Affiliates. With respect to the Owned Shares, the Shareholder has sole voting power and sole power of disposition. The Shareholder has the power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Owned Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable banking laws and federal securities laws and the terms of this Agreement. The record owner of the Owned Shares has good title to the Owned Shares, free and clear of any Liens.

(c) No Violation. The execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of his obligations under this Agreement will not, (x) assuming compliance with applicable banking laws and federal securities laws, conflict with or violate any law, ordinance or regulation of any Governmental Entity applicable to the Shareholder, the Owned Shares (or any record or beneficial owner thereof) or by which any of his assets or properties is bound or (y) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Lien on the properties or assets of the Shareholder (or, so far as the Shareholder is aware, after due inquiry, any record or beneficial owner of the Owned Shares) pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Shareholder (or, so far as the Shareholder is aware, after due inquiry, any record or beneficial owner of the Owned Shares) is a party or by which the Shareholder (or, so far as the Shareholder is aware, after due inquiry, any record or beneficial owner of the Owned Shares) or any of his assets or properties is bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform his obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

4.2 No Inconsistent Agreement; No Contrary Action. The Shareholder hereby represents, covenants and agrees that, except for actions taken in furtherance of this Agreement, (x) he has not entered, and shall not enter at any time while this Agreement remains in effect, into any formal or informal voting agreement or voting trust with respect to the Owned Shares; (y) he has not taken, and agrees that he will not take or commit to take at any time while this Agreement remains in effect, any action that would make any representation or warranty of the Shareholder inaccurate; and (z) he will take any action necessary to prevent any such representation or warranty from being inaccurate in any respect at any such time.

V. GENERAL

5.1 Governing Law; Jurisdiction. This Agreement and any controversies arising with respect hereto shall be construed in accordance with and governed by the laws of the State of New Jersey (without regard to principles of conflict of laws that would apply the law of another jurisdiction). Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of any New Jersey State court or federal court of the United States of America sitting in New Jersey, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New Jersey State court or, to the extent permitted by law, in such federal court.

5.2 Amendments. This Agreement may not be amended except by written agreement signed by the Company and by the Shareholder.

5.3 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

5.4 Counterparts; Execution. This Agreement may be executed in any number of counterparts, all of which are one and the same agreement. This Agreement may be executed by facsimile or pdf signature by any party and such signature is deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

5.5 Effectiveness and Termination. This Agreement will become effective when the Company has received the counterpart signed by the Shareholder and the Shareholder has received the counterpart signed by the Company and shall terminate in accordance with Section 5.10.

5.6 Equitable Remedies. The parties hereto agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the parties hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other parties and to enforce specifically the terms and provisions hereof in any court referred to in Section 5.1 hereof, such remedy being in addition to, and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity. The parties agree to not seek, and agree to waive, any requirement for the securing or posting of a bond in connection with a party seeking or obtaining any relief pursuant to this Section 5.6.

5.7 Waiver of Jury Trial. Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any suit, action or other proceeding directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each party hereto (a) certifies that no representative of any other party hereto has represented, expressly or otherwise, that such other party would not, in the event of any suit, action or other proceeding, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waivers and certifications in this Section 5.7.

5.8 Construction. This Agreement shall be deemed to have been drafted by each of the parties hereto and, consequently, when construing its terms, none of the parties will be deemed to have been the draftsman. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.9 Termination. If the Merger is consummated, the provisions of this agreement shall continue in accordance with their terms. If the Merger is not consummated, the provisions of this Agreement shall terminate on the Restricted Transfer Terminated Date. Termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

5.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to any Owned Shares. All rights, ownership and economic benefits of and relating to the Owned Shares shall remain vested in and belong to the applicable Shareholder, and the Company shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of GHB or exercise any power or authority to direct the Shareholder in the voting of any of the Owned Shares, except as otherwise provided herein.

5.11 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or delivered by an overnight courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Company to:

ConnectOne Bancorp, Inc.
301 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Attn: Frank Sorrentino III,
Chairman and Chief Executive Officer

with a copy to:

Windels, Marx, Lane & Mittendorf, LLP
120 Albany Street
New Brunswick, New Jersey 08902
Attention: Robert Schwartz

(b) if to a Shareholder, to:

Kenneth J. Torsoe

with a copy to:

Hogan Lovells US, LLP
555 Thirteenth Street, NW
Washington, D.C. 20004
Attention: Richard A. Schaberg

5.12 Assignment; Third Party Beneficiaries . Neither this Agreement nor any of the rights, interests or obligations of any party hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

[*s ignatures pages follow*]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed as of the date first above written.

THE COMPANY
ConnectOne Bancorp, Inc.

By: /s/ Frank Sorrentino III
Name: Frank Sorrentino III
Title: Chairman & CEO

THE SHAREHOLDER
Kenneth J. Torsoe

/s/ Kenneth J. Torsoe
Kenneth J. Torsoe

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the “**Agreement**”), made and entered into as of this 11th day of July, 2018 (and effective as set forth in Section 4.11 of this Agreement), by and between ConnectOne Bancorp, Inc., a New Jersey corporation (the “**Company**”), and Kenneth J. Torsoe (the “**Shareholder**”).

WITNESSETH THAT

WHEREAS, contemporaneous with the execution of this Agreement, Greater Hudson Bank (“**GHB**”) has entered into an Agreement and Plan of Merger, dated as of the date hereof, with the Company (the “**Merger Agreement**”) providing for GHB to merge with and into ConnectOne Bank, the Company’s wholly owned subsidiary, and for shareholders of GHB to receive shares of the Company’s common stock, no par value (the “**Common Stock**”);

WHEREAS, as a condition to executing the Merger Agreement, the Company required that the Shareholder execute a voting and sell-down agreement pursuant to which he has agreed to sell a substantial portion of the shares of the Common Stock beneficially owned by him;

WHEREAS, as a condition to Shareholder executing such voting and sell-down agreement, the Shareholder required that the Company provide the covenants and assurances set forth in this Agreement; and

WHEREAS, the Company wishes to provide the Shareholder with the covenants and assurances set forth herein in order to induce the Shareholder to execute such voting and sell-down agreement,

NOW, THEREFOR, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting stock, by agreement or otherwise.

“Agreement” has the meaning given such term in the Preamble.

“Beneficial Owner” has the meaning given such term in Rules 13d-3 and 13d-5 under the Exchange Act.

“Blackout Period” has the meaning set forth in Section 2.10(a)(ii).

“Business Day” means any day that is not a Saturday, a Sunday or a day on which commercial banks in New Jersey are required or authorized to be closed.

“Closing Date” has the meaning ascribed to it in the Merger Agreement.

“Commission” means the United States Securities and Exchange Commission, and any successor commission or agency having similar powers.

“Common Stock” has the meaning set forth in the Recitals.

“Company” has the meaning set forth in the Preamble.

“Delay Notice” has the meaning set forth in Section 2.01(e)(ii).

“Demand Exercise Notice” has the meaning set forth in Section 2.01(a).

“Demanding Party” has the meaning set forth in Section 2.01(a).

“Demand Registration” has the meaning set forth in Section 2.01(a).

“Demand Registration Maximum Offering Size” has the meaning set forth in Section 2.01(f).

“Demand Registration Request” has the meaning set forth in Section 2.01(a).

“Disadvantageous Condition” means the existence of any acquisition, disposition or other material transaction involving the Company or any of its Subsidiaries or any material financing activity, or the unavailability of any required financial statements, or the possession by the Company of material information which, in the judgment of the Board of Directors of the Company, would not be in the best interests of the Company or any of its Subsidiaries to disclose in a Registration Statement.

“Equity Interests” means any shares of any class or series of capital stock of the Company or any securities or instruments (including debt securities) directly or indirectly convertible into or exercisable or exchangeable for shares of any class or series of capital stock of the Company (or which are convertible into or exercisable or exchangeable for another security or instrument which is, in turn, directly or indirectly convertible into or exercisable or exchangeable for shares of any class or series of capital stock of the Company), whether at the time of issuance or upon the passage of time or the occurrence of future events, whether now authorized or not.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

“Extendible Date” means the date that follows the date on which the Effective Time (as defined in the Merger Agreement) occurs by a number of days equal to the sum of (i) 365 days plus (ii) the number of days in any Blackout Period plus (iii) the number of days in any other period during which the Shareholder is delayed from selling Registrable Securities hereunder pursuant to terms of this Agreement (under Section 2.01(e) hereof or otherwise) that authorize such delay.

“FINRA” means the Financial Industry Regulation Authority.

“Holders” means the Shareholder, for so long as (and to the extent that) the Shareholder owns Registrable Securities, and each of his successors, assigns, and direct and indirect transferees who become registered owners of Registrable Securities or securities exercisable, exchangeable or convertible into Registrable Securities in accordance with this Agreement. To the extent an in-kind distribution is contemplated, an indirect holder of Registrable Securities may be considered a Holder for purposes of this Agreement as appropriate.

“Information Blackout” has the meaning set forth in Section 2.10(a).

“Initial Shares” has the meaning set forth in Section 2.04(e).

“Market Value” means, as of any date, the value of Common Stock determined as follows:

- (i) if the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Market Value of a share of Common Stock shall be the closing sales price of a share of Common Stock as quoted on such exchange or system for such date (or the most recent trading day preceding such date if there were no trades on such date);
- (ii) if the Common Stock is regularly quoted by a recognized securities dealer but is not listed in the manner contemplated by clause (i) above, the Market Value of a share of Common Stock shall be the mean between the high bid and low asked prices for the Common Stock for such date (or the most recent trading day preceding such date if there were no trades on such date), as reported by such source as the Company reasonably determines to be reliable; or
- (iii) if neither clause (i) above nor clause (ii) above applies, the Market Value of a share of Common Stock shall be determined in good faith by the Company based on the reasonable application of a reasonable valuation method.

“Other Securities” has the meaning set forth in Section 2.02(a).

“Outstanding” means with respect to any securities as of any date, all such securities theretofore issued, except any such securities theretofore converted, exercised or canceled or held by the issuer or any successor thereto (whether in its treasury or not) or any Affiliate of the issuer or any successor thereto.

“Overallocation Option Shares” has the meaning set forth in Section 2.04(e).

“Person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, association, joint-stock corporation, estate, trust, unincorporated organization or government or any political subdivision, agency or instrumentality thereof or any other entity of any kind.

“Piggyback Registration Maximum Offering Size” has the meaning set forth in Section 2.02(b).

“Prospectus” means the prospectus included in a Registration Statement, including any preliminary prospectus or summary prospectus, and any such prospectus or preliminary or summary prospectus as amended or supplemented, and in each case including all material incorporated by reference therein.

“Public Offering” means an underwritten public offering of Equity Interests pursuant to an effective Registration Statement under the Securities Act.

“Registrable Securities” means any shares of Common Stock held by the Holders. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of under such Registration Statement; (ii) they shall have been distributed to the public pursuant to Rule 144; (iii) they shall have been otherwise transferred or disposed of, and new certificates therefor not bearing a restrictive legend restricting further transfer shall have been delivered by the Company, and subsequent transfer or disposition of them shall not require their registration or qualification under the Securities Act or any state securities laws; or (iv) they shall have ceased to be outstanding.

“Registration Expenses” has the meaning set forth in Section 2.03.

“Registration Statement” means a registration statement filed by an issuer with the Commission and all amendments and supplements to any such registration statement, including any statutory prospectus, preliminary prospectus or issuer free writing prospectus or any amendment or supplement, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Rule 144” means Rule 144 (or any successor provision) under the Securities Act.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“Shareholder” has the meaning set forth in the Preamble.

“Transferee” has the meaning set forth in Section 3.01(a).

“Transferring Holder” has the meaning set forth in Section 3.01(a).

ARTICLE II REGISTRATION RIGHTS

Section 2.01 Demand Registration Rights.

(a) Commencing on the Closing Date, but not within 60 days after the consummation of any Public Offering, the Shareholder (and certain Transferees, as set forth in Section 3.01(a)) shall have the right to require the Company to file a Registration Statement under the Securities Act, covering all or any part of his Registrable Securities, by delivering a written notice thereof to the Company specifying the number of Registrable Securities to be included in such registration and the intended method of distribution thereof; provided, however, that such request shall cover Registrable Securities having an aggregate Market Value on the date of such request of not less than \$10,000,000. Such request pursuant to this Section 2.01 is referred to herein as the “Demand Registration Request,” the registration so requested is referred to herein as the “Demand Registration,” and the party making such request is referred to as the “Demanding Party.” There shall be no limit on the number of times that the Shareholder and his Transferees may exercise demand registration rights under this Section 2.01, provided that the above-mentioned \$10,000,000 threshold is satisfied on each exercise. As promptly as practicable, but not later than ten Business Days after receipt of a Demand Registration Request, the Company shall give written notice (the “Demand Exercise Notice”) of such Demand Registration Request to all other Holders. In all instances, the Demanding Party and the Company shall cooperate in good faith regarding a Demand Registration Request should the Company have any planned offering(s), or if the Company has effected an offering of its Equity Interests (other than pursuant to a Registration Statement on Form S-8), within sixty days of the delivery of such Demand Registration Request.

(b) The Company shall include in the Demand Registration the Registrable Securities requested to be included therein by the Demanding Party and by any other Holders that shall have made a written request to the Company for inclusion in such registration (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such other Holder) within 30 days after the receipt of the Demand Exercise Notice.

(c) The Company shall use its reasonable best efforts to (i) effect the registration under the Securities Act (including by means of a shelf registration pursuant to Rule 415 under the Securities Act if so requested by the Demanding Party and if the Company is then eligible to effect such a registration on Form S-3 or on any successor to Form S-3) of the Registrable Securities which the Company has been so requested to register by the Demanding Party and the other Holders (to the extent permitted to be registered in accordance with the terms hereof), for distribution in accordance with the intended method of distribution described in the Demand Registration Request, and (ii) if requested by the Demanding Party, obtain acceleration of the effective date of the Registration Statement relating to such registration.

(d) If a requested registration pursuant to this Section 2.01 involves an underwritten offering, the Demanding Party shall have the right to select an investment banker or bankers of nationally recognized standing to administer the offering; provided, however, that such investment banker or bankers shall be reasonably satisfactory to the Company. The Company shall notify the Demanding Party if the Company objects to any investment banker or manager selected by the Demanding Party pursuant to this Section 2.01(d) within ten (10) Business Days after the Demanding Party has notified the Company of such selection.

(e) Notwithstanding anything to the contrary in this Section 2.01:

(i) If the managing underwriter of any underwritten Public Offering shall advise the Demanding Party that the Registrable Securities covered by the Registration Statement cannot be sold in such offering within a price range acceptable to the Demanding Party, then the Demanding Party shall have the right to notify the Company that it has determined to terminate such Public Offering and to cause the Company to notify all other Holders participating in such Demand Registration of such determination.

(ii) If the Board of Directors of the Company determines in good faith that a Disadvantageous Condition exists, the Company shall, notwithstanding any other provision of this Article II, be entitled, upon the giving of a written notice (a “Delay Notice”) to such effect to each Holder of Registrable Securities included or to be included in such Registration Statement, to delay the filing of such Registration Statement (but not the preparation of) or to delay any Public Offering made thereunder until, in the judgment of the Board of Directors of the Company, such Disadvantageous Condition no longer exists (notice of which the Company shall promptly deliver to the Holders of the Registrable Securities with respect to which any such Registration Statement was to have been filed); provided, however, that such delay shall not exceed a period of ninety (90) days from the date the Demand Registration Request is received by the Company; provided, further, that the Company may not utilize this right more than once in any twelve-month period.

(f) In connection with any Demand Registration Request involving an underwritten offering, if the managing underwriter shall advise the Company that, in its view, the number of securities (including the Registrable Securities) that the Holders, the Company and any other Person intend to include in such registration exceeds the largest number of securities which can be sold in such offering at a price reasonably acceptable to the Demanding Party (the “Demand Registration Maximum Offering Size”), the Company will include in such registration, in the following priority, up to the Demand Registration Maximum Offering Size:

(i) first, the Registrable Securities requested to be included in such registration pursuant to this Section 2.01; if the number of Registrable Securities requested to be included exceeds the Demand Registration Maximum Offering Size, then the Registrable Securities to be included in such registration shall be allocated pro rata among the Holders requesting registration based on the number of securities duly requested to be included in such registration by each such Holder; and

(ii) second, the securities to be offered by the Company; and

(iii) third, all other securities requested by any other Person to be included in such registration (pursuant to contractual registration rights or otherwise).

(g) Notwithstanding the foregoing, the Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to this Section 2.01 (i) with respect to the Registrable Securities during the period starting with the date 30 days prior to the Company's good faith estimate of the date of filing of, and ending on a date 60 days after the effective date of, a registration subject to Section 2.02 hereof or (ii) with respect to any notice delivered pursuant to Section 2.01(a) at any time after the earlier of (x) the Extendible Date or (y) the first date on which the Holders are the Beneficial Owners of less than five percent (5%) of the Company's outstanding Common Stock.

(h) No registration of Registrable Securities under this Section 2.01 shall relieve the Company of its obligations (if any) to effect registrations of Registrable Securities pursuant to Section 2.02.

Section 2.02 Piggyback Registration Rights.

(a) At any time after the Closing Date, if the Company proposes to register (whether proposed to be offered for sale by the Company or by any other Person) any shares of capital stock (collectively, the "Other Securities") under the Securities Act on a form and in a manner that would permit registration of the Registrable Securities for sale to the public under the Securities Act (it being understood that Form S-4 is not a form that would permit registration of the Registrable Securities for sale to the public under the Securities Act), each Holder of Registrable Securities will have the right to include its Registrable Securities in such registration in accordance with this Section 2.02. The Company will give prompt written notice to all Holders of Registrable Securities of its intention to register the Other Securities, describing the number of shares to be registered for sale and specifying the form and manner and the other relevant facts involved in such proposed registration (including, without limitation, whether or not such registration will be in connection with an underwritten offering, and if so, the identity of the managing underwriter and whether such offering will be pursuant to a "best efforts" or "firm commitment" underwriting). Upon the written request of any Holder delivered to the Company within 15 days after such notice shall have been received by such Holder (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Holder and shall confirm that such Holder will dispose of such Registrable Securities pursuant to the Company's intended method of disposition), the Company will use its reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities that the Company has been so requested to register by the Holders of such Registrable Securities; provided, however, that:

(i) if such registration involves an underwritten offering, all Holders requesting that their Registrable Securities be included in such registration must sell their Registrable Securities to the underwriters selected by the Company (and/or such other Person offering the Other Securities) on the same terms and conditions as the terms and conditions that apply to the Company (and/or such other Person(s) offering the Other Securities);

(ii) if, at any time after giving such written notice of its intention to register any of such Registrable Securities for sale, and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason to withdraw such Registration Statement, the Company may, at its election, give written notice of such determination to each Holder that has requested to register Registrable Securities and thereupon the Company shall be relieved of its obligation to register any Registrable Securities in connection with such registration; provided, however, that all Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.03 hereof; and

(iii) the Company shall have no obligation to provide registration rights pursuant to this Section 2.02 during the period starting with the date 30 days prior to the Company's good faith estimate of the date of filing of, and ending on a date 60 days after the effective date of, a registration subject to Section 2.01 hereof; provided, however, that the Company uses its reasonable best efforts to cause such Registration Statement to become effective.

(b) In connection with any Public Offering with respect to which Holders shall have requested registration pursuant to this Section 2.02, if the managing underwriter shall advise the Company that, in its view, the number of securities (including the Registrable Securities) that the Company, the Holders and any other Person intend to include in such registration exceeds the largest number of securities which can be sold without having an adverse effect on such offering, including the price at which such securities can be sold (the "Piggyback Registration Maximum Offering Size"), the Company will include in such registration, in the following priority, up to the Piggyback Registration Maximum Offering Size:

(i) first, all the Other Securities that the Company proposes to include in such registration;

(ii) second, the Registrable Securities requested to be registered pursuant to this Section 2.02; if the number of Registrable Securities requested to be included exceeds the Piggyback Registration Maximum Offering Size less the number of Other Securities to be sold by the Company, then the Registrable Securities to be included in such registration (representing the Piggyback Registration Maximum Offering Size less the number of Other Securities to be sold by the Company) shall be allocated pro rata among the Holders requesting registration based on the number of securities duly requested to be included in such registration by each such Holder; and

(iii) third, all Other Securities requested by any other Person to be included in such registration (pursuant to contractual registration rights or otherwise).

(c) If a Holder decides not to include all of its Registrable Securities in any Registration Statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Registration Statement or Registration Statements as may be filed by the Company with respect to offerings of securities, all upon the terms and conditions set forth herein.

(d) Notwithstanding anything in this Article II to the contrary, (i) the Company shall not be required to give notice of, or effect any registration of Registrable Securities under this Article II incidental to, the registration of any of its securities in connection with mergers, consolidations, acquisitions, exchange offers, subscription offers, dividend reinvestment plans or stock options or other employee benefit or compensation plans and (ii) the Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to this Section 2.02 with respect to any written request delivered by any Shareholder pursuant to Section 2.02(a) at any time after the earlier of (x) the Extendible Date or (y) the first date on which the Holders are the Beneficial Owners of less than five percent (5%) of the Company's outstanding Common Stock.

Section 2.03 Registration Expenses.

The Company shall pay all Registration Expenses in connection with the registration of Registrable Securities pursuant to this Article II. "Registration Expenses" means all expenses incident to the Company's performance of or compliance with Article II, including, without limitation, all registration, filing and qualification fees (including filing fees with respect to FINRA), all fees and expenses of complying with state securities or "blue sky" laws (including reasonable fees and disbursements of underwriters' counsel in connection with any "blue sky" memorandum or survey), all printing expenses, all listing fees, all registrars' and transfer agents' fees, the fees and disbursements of counsel for the Company and of its independent certified public accountants, including the expenses of any special audits and/or "comfort" letters required by or incident to such performance and compliance, but excluding underwriting discounts and commissions, applicable transfer taxes, if any, the fees and disbursements of the attorneys-in-fact and the custodian for the Holders, and the fees of counsel for the Holders.

Section 2.04 Registration Procedures.

(a) If and whenever the Company is required to effect the registration of any Registrable Securities under the Securities Act as provided in this Article II, the Company will:

(i) promptly prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable thereafter;

(ii) prepare and file with the Commission such amendments (including any statutory prospectus, preliminary prospectus or issuer free writing prospectus or any amendment or supplement) and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement until the earlier of (a) such time as all such Registrable Securities have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such Registration Statement, and (b) 210 days from the date such Registration Statement first becomes effective;

(iii) furnish to each seller of such Registrable Securities such number of conformed copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus included in such Registration Statement, in conformity with the requirements of the Securities Act, such documents incorporated by reference in such Registration Statement or Prospectus and such other documents as such seller may reasonably request in order to facilitate the sale of such Registrable Securities;

(iv) register or qualify all Registrable Securities and other securities covered by such Registration Statement under such securities or “blue sky” laws of such jurisdictions as each seller shall reasonably request, and do any and all other acts and things that may be necessary to enable each such seller to consummate the disposition in such jurisdictions of its Registrable Securities covered by such Registration Statement, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it is not so qualified, to subject itself to taxation in respect of doing business in any such jurisdiction or to consent to general service of process in any such jurisdiction;

(v) furnish to each seller of Registrable Securities, on the date that the Registrable Securities are delivered to the underwriters for sale in connection with a Public Offering, or, if such registration does not involve an underwritten Public Offering, on the date that the Registration Statement with respect to such Registrable Securities becomes effective, (a) an opinion, dated such date, of the counsel representing the Company for the purpose of such registration, in form and substance as is customarily given to underwriters in a Public Offering, addressed to the underwriters, if any, or if there are no such underwriters, to the sellers of Registrable Securities in such registration, and (b) a “comfort” letter, dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in a Public Offering, addressed to the underwriters, if any, or if there are no such underwriters, to the sellers of Registrable Securities;

(vi) promptly notify each seller of Registrable Securities covered by such Registration Statement at any time when a Prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing and if it is necessary to amend or supplement such Prospectus to comply with applicable law, and at the request of any such seller prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing and shall otherwise comply in all material respects with applicable law;

(vii) comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earning statement covering a period of at least twelve months, beginning with the first month of the first fiscal quarter after the effective date of such Registration Statement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(viii) use all reasonable efforts to facilitate the distribution and sale of any shares of Common Stock to be offered pursuant to this Agreement, including without limitation, by causing appropriate officers of the Company to attend any "road shows" and analyst presentations and otherwise use commercially reasonable efforts to cooperate as requested by the underwriters or any Holder of Registrable Securities in the offering, marketing or selling of the Registrable Securities;

(ix) cause all such Registrable Securities registered pursuant hereto to be listed on the securities exchange or quoted on the interdealer quotation system on which the Common Stock is listed or quoted, if such listing or quotation is then permitted under the rules of such exchange or quotation system, and provide a transfer agent, registrar and CUSIP number for such Registrable Securities no later than the effective date of such Registration Statement; and

(x) issue to any underwriter to which any Holder of Registrable Securities may sell such Registrable Securities in connection with any such registration (and to any direct or indirect transferee of any such underwriter) certificates evidencing shares of Common Stock without restrictive legends.

The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish the Company with such information regarding such seller and the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing and as shall be required by applicable law or by the Commission in connection therewith. The Company shall have no obligation to have a Registration Statement declared effective or incur costs in connection therewith until the seller of such Registrable Securities provides such information to the Company; provided, however, that if the applicable Registration Statement is a resale shelf Registration Statement filed pursuant to Rule 415 under the Securities Act, the Company shall have the right to exclude such seller from the table of selling stockholders set forth in such Registration Statement pending receipt of such information but not to delay the preparation, filing or declaration of the effectiveness of such Registration Statement to the extent that such Registration Statement is for the benefit of other selling stockholders and such other selling stockholder(s) caused the Company to file such Registration Statement.

(b) If requested by the underwriters for any Public Offering of Registrable Securities on behalf of a Holder or Holders of Registrable Securities pursuant to a registration requested under Section 2.01 or 2.02 hereof, the Company and each such Holder of Registrable Securities will enter into and perform their respective obligations under an underwriting agreement with such underwriters for such offering, such agreement to contain such representations and warranties by the Company and such Holders and such other terms and conditions as are customarily contained in underwriting agreements with respect to secondary distributions, including, without limitation, indemnities to the effect and to the extent provided in Sections 2.06 and 2.07 hereof and delivery of opinions of counsel and accountant letters.

(c) If any registration pursuant to Section 2.01 or 2.02 hereof shall be in connection with an underwritten Public Offering, each Holder that includes Registrable Securities in such Public Offering agrees, if so required by the managing underwriter(s), not to effect any public sale or distribution (including any sale pursuant to Rule 144) of Equity Securities (other than as part of such underwritten Public Offering) within ten days prior to or 90 days after (i) the effective date of the Registration Statement with respect to such underwritten Public Offering, or (ii) in the event of a shelf Registration Statement, the consummation of an underwritten takedown; provided, however, that the 90 day period referred to in this Section 2.04(c) may be extended to up to 180 days upon the managing underwriter's or underwriters' reasonable request.

(d) The Company agrees, if so required by the managing underwriter(s) in connection with an underwritten Public Offering of Registrable Securities pursuant to Section 2.01 or 2.02, not to effect any public or private sale or distribution of any of its Equity Interests (other than as part of such underwritten Public Offering), including a sale pursuant to Regulation D under the Securities Act (or Section 4(2) thereof), within ten days prior to or 90 days after (i) the effective date of the Registration Statement with respect to such underwritten Public Offering, or (ii) in the event of a shelf Registration Statement, the consummation of an underwritten takedown, except in connection with any equity incentive plan, agreement, bonus, award, stock purchase plan, stock option plan or other stock arrangement registered on Form S-8 or an acquisition, merger or exchange offer; provided, however, that the 90-day period referred to in this Section 2.04(d) may be extended to up to 180 days upon the managing underwriter's or underwriters' reasonable request.

(e) It is understood that in any underwritten offering of Registrable Securities, in addition to the shares (the "Initial Shares") the underwriters have committed to purchase, the underwriting agreement may grant the underwriters an option to purchase a number of additional shares (the "Overallotment Option Shares") equal to up to 15% of the Initial Shares (or such other maximum amount as FINRA may then permit). Shares of Common Stock proposed to be sold by the Company and the Holders of Registrable Securities shall be allocated between Initial Shares and Overallotment Option Shares as agreed or, in the absence of agreement, pursuant to Sections 2.01 or 2.02 hereof.

(f) No Holder of Registrable Securities may participate in any Public Offering hereunder unless it (i) agrees to sell its Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements, and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and this Article II.

Section 2.05 Preparation; Reasonable Investigation.

In connection with the preparation and filing of each Registration Statement registering Registrable Securities under the Securities Act, the Company will give the Holders on whose behalf such Registrable Securities are to be so registered and their underwriters, if any, and their respective counsel and accountants, the opportunity to participate in the preparation of such Registration Statement, each Prospectus included therein or filed with the Commission, and each amendment thereof or supplement thereto, and will give each of them such access to its books and records and such opportunities to discuss the business of the Company with its officers and the independent public accountants who have issued a report on its financial statements as shall be reasonably necessary, in the opinion of such Holders and such underwriters or their respective counsel, to conduct a reasonable investigation within the meaning of the Securities Act.

Section 2.06 Indemnification.

(a) In the case of any Registration Statement filed under the Securities Act pursuant to Section 2.01 or Section 2.02, the Company will indemnify and hold harmless the seller of any Registrable Securities covered by such Registration Statement, its directors, officers and employees, each other Person who participates as an underwriter in the offering or sale of such Registrable Securities, each officer, director and employee of each such underwriter, and each other Person, if any, who controls such seller, or each officer, director and employee of such seller, or such underwriter, or each officer, director and employee of such underwriter, within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act, against any losses, claims, damages, liabilities and expenses, joint or several, to which any such Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact in any Registration Statement (including any document incorporated by reference therein) under which the Registrable Securities were registered under the Securities Act, or any Prospectus or issuer free writing prospectus or any amendment or supplement thereto, or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or other federal or state law or any rule or regulation promulgated under the Securities Act, the Exchange Act or other federal or state law; and the Company will reimburse each such Person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or expense; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or expense (or action or proceeding in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, Prospectus, issuer free writing prospectus or blue sky filing or any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company for use in the preparation thereof by such seller, underwriter or non-selling controlling Person, as the case may be. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Person and shall survive the transfer of such securities by such seller.

(b) The Company may require, as a condition to including any Registrable Securities in any Registration Statement filed pursuant to this Article II, that the Company shall have received an undertaking reasonably satisfactory to it from (i) the prospective seller of such Registrable Securities to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 2.06(a) hereof, except that any such prospective seller shall not in any event be liable to the Company pursuant thereto for an amount in excess of the net proceeds of the sale of such prospective seller's Registrable Securities) the Company, each officer, director and employee of the Company, each underwriter of such securities, each officer, director and employee of each such underwriter and each other Person, if any, who controls the Company or any such underwriter or any officer, director or employee thereof within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and (ii) each such underwriter of such securities to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 2.06(a) hereof) the Company, each officer, director and employee of the Company, each prospective seller, each officer, director and employee of each prospective seller and each other Person, if any, who controls the Company or any prospective seller or any officer, director or employee thereof within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, but in each case only with respect to any statement in or omission from such Registration Statement, any Prospectus included therein, or any amendment or supplement thereto if such statement or omission was made in reliance upon and in conformity with written information furnished by such prospective seller or such underwriter, as the case may be, to the Company for use in the preparation of such Registration Statement, Prospectus, amendment or supplement; provided, however, that notwithstanding anything in this Agreement to the contrary, the indemnity agreement contained in this subsection 2.06(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or expense (or action or proceeding in respect thereof) if such settlement is effected without the consent of the indemnifying party; provided that in no event shall any indemnity under this subsection 2.06(b) exceed the net proceeds from the offering received by such indemnifying party. Such indemnity shall remain in full force and effect regardless of any investigation made by the indemnified party and shall survive the transfer of such securities by such seller.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding (including any investigation by any governmental authority) involving a claim referred to in Section 2.06(a) or (b) hereof, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the latter of the commencement of such action; provided, however, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under the preceding provisions of this Section 2.06, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim (in which case, the indemnifying party shall not be liable for the fees and expenses of more than one (1) counsel for all sellers of Registrable Securities, or more than one counsel for the underwriters in connection with any one (1) action or separate but similar or related actions), the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified, to the extent that it may wish with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof.

(d) The indemnity provided for hereunder shall not inure to the benefit of any indemnified party to the extent that such indemnified party failed to comply with the applicable prospectus delivery requirements of the Securities Act as then applicable to the person asserting the loss, claim, damage or liability for which indemnity is sought.

(e) The right to indemnification under this Section 2.06 shall survive indefinitely.

Section 2.07 Contribution.

(a) If the indemnification provided for in Section 2.06 is unavailable to the indemnified parties in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the amounts paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses (i) as among the Company and each of the selling Holders of Registrable Securities covered by a Registration Statement, on the one hand, and the underwriters, on the other, in such proportion as is appropriate to reflect the relative benefits received by the Company and each such selling Holder, on the one hand, and the underwriters, on the other, from the offering of the Registrable Securities, or if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits but also the relative fault of the Company and each such selling Holder, on the one hand, and of the underwriters, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, and (ii) as between the Company, on the one hand, and each selling Holder of Registrable Securities covered by a Registration Statement, on the other, in such proportion as is appropriate to reflect the relative fault of the Company and of each such selling Holder in connection with such statements or omissions, as well as any other relevant equitable considerations. The relative benefits received by the Company and each such selling Holder, on the one hand, and the underwriters, on the other, shall be deemed to be in the same proportion as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company and each such selling Holder bears to the total underwriting discounts and commissions received by the underwriters. The relative fault of the Company and any selling Holder, on the one hand, and of the underwriters, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and any selling Holder or by the underwriters. The relative fault of the Company, on the one hand, and each such selling Holder, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by the Company or any such selling Holder, and the parties' (including as between selling Holders) relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(b) The Company and the Holders of Registrable Securities agree that it would not be just and equitable if contribution pursuant to this Section 2.07 were determined by pro rata allocation (even if the underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to in the preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.07, no underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Securities underwritten by it and offered and distributed to the public exceeds the amount of any damages that such underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, and no Holder of Registrable Securities shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Securities of such Holder were offered to the public exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligation of each Holder of Registrable Securities to contribute pursuant to this Section 2.07 is several in the proportion that the proceeds of the offering received by such Holder bears to the total proceeds of the offering received by all the Holders and not joint.

Section 2.08 Nominees of Beneficial Owners.

In the event that any Registrable Securities are held by a nominee for the Beneficial Owner thereof, the Beneficial Owner thereof may, at its election, be treated as the Holder of such Registrable Securities for purposes of any request or other action by any holder of Registrable Securities pursuant to this Agreement or any determination of any number or percentage of shares of Registrable Securities held by any Holder or Holders of Registrable Securities contemplated by this Agreement. If the Beneficial Owner of any Registrable Securities so elects, the Company may require assurances reasonably satisfactory to it of such Beneficial Owner's ownership of such Registrable Securities.

Section 2.09 Rule 144.

The Company shall use all commercially reasonable efforts to take all actions necessary to comply with the filing requirements described in Rule 144(c)(1) or any successor thereto so as to enable the Holders to sell Registrable Securities without registration under the Securities Act. Upon the written request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with the filing requirements under Rule 144(c)(1) or any successor thereto.

Section 2.10 Information Blackout.

(a) Upon written notice from the Company to the Holders that the Company has determined in good faith that the sale of Registrable Securities pursuant to a Registration Statement would require disclosure of non-public material information not otherwise required to be disclosed under applicable law (A) which disclosure would have a material adverse effect on the Company or (B) relating to a material business transaction involving the Company (an “Information Blackout”), the Company may postpone the effectiveness of any Registration Statement required hereunder and, if such Registration Statement has become effective, the Company shall not be required to maintain the effectiveness of such Registration Statement and all Holders shall suspend sales of Registrable Securities pursuant to such Registration Statement, in each case, until the earlier of:

(i) forty-five (45) days after the Company makes such good faith determination, and

(ii) such time as the Company notifies the Holders that such material information has been disclosed to the public or has ceased to be material or that sales pursuant to such Registration Statement may otherwise be resumed (the number of days from such notice from the Company until the day when the Information Blackout terminates hereunder is hereinafter called a “Blackout Period”).

(b) Any delivery by the Company of notice of an Information Blackout during the forty-five (45) days immediately following effectiveness of any Registration Statement effected pursuant to Section 2.01 hereof shall give the Holders of a majority in aggregate amount of Registrable Securities being sold the right, by written notice to the Company within twenty (20) Business Days after the end of such Blackout Period, to cancel such registration.

(c) Notwithstanding the foregoing, there shall be no more than two (2) Information Blackouts during any calendar year and no Blackout Period shall continue for more than forty-five (45) consecutive days.

Section 2.11 Restriction on Company Grants of Subsequent Registration Rights.

The Company agrees that, without the prior written consent of the Holders of a majority of the Outstanding Registrable Securities, it shall not enter into any agreement with the holder or prospective holder of any securities of the Company that would grant such holder or prospective holder any registration rights.

**ARTICLE III
TRANSFERS**

Section 3.01 Transfer of Rights

(a) The Shareholder may transfer all or any portion of his rights hereunder with respect to the Registrable Securities under this Agreement to any Person (each, a “Transferee”), and any such Transferee may likewise transfer all or any portion of the rights hereunder that it acquires with respect to the Registrable Securities to a subsequent Transferee; provided, that the demand registration rights of the Shareholder set forth in Section 2.01 hereof are not transferable unless such Transferee holds at least ten percent (10%) of the Outstanding Registrable Securities, and provided further, that any such transfer complies with applicable law. Any Shareholder or Transferee who transfers Registrable Securities to another Person is referred to herein as a “Transferring Holder.”

(b) Any such transfer of rights under this Agreement will be effective upon receipt by the Company of (i) written notice from such Transferring Holder stating the name and address of any Transferee and identifying the number of Registrable Securities with respect to which rights under this Agreement are being transferred and the nature of the rights so transferred, and (ii) a written agreement from the Transferee to be bound by the terms of this Agreement, upon which such Transferee will be deemed to be a party hereto and have the rights and obligations of the Transferring Holder hereunder with respect to the Registrable Securities transferred (subject to 3.01(a)).

(c) In the event the Company engages in a merger or consolidation in which the shares of Common Stock are converted into securities of another company, appropriate arrangements will be made so that the registration rights provided under this Agreement continue to be provided to Holders by the issuer of such securities. To the extent such new issuer, or any other company acquired by the Company in a merger or consolidation, was bound by registration rights obligations that would conflict with the provisions of this Agreement, the Company will use its reasonable best efforts to modify any such “inherited” registration rights obligations so as not to interfere in any material respects with the rights provided under this Agreement, unless otherwise agreed by Holders then owning a majority of the Registrable Securities.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01 Consent to Assignment

This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties hereto including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of applicable law.

Section 4.02 Entire Agreement and Amendments.

This Agreement constitutes the entire agreement among the parties, and merges and supersedes all previous agreements and understandings among the parties, whether oral or written, relating to the subject matter hereof. No amendment, modification or interpretation of this Agreement will have any effect unless it is reduced to writing, makes specific reference to this Agreement, and is signed by all of the parties.

Section 4.03 Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and if mailed by prepaid first-class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three Business Days after the postmarked date thereof and, if telexed or telecopied, the original notice shall be mailed by prepaid first class mail within twenty-four (24) hours after sending such notice by telex or telecopy, and shall be deemed to have been received on the next Business Day following dispatch and acknowledgment of receipt by the recipient's telex or telecopy machine. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next Business Day following delivery to such courier. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

If to the Company:

ConnectOne Bancorp, Inc.
301 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Attn: Frank Sorrentino III,
Chairman and Chief Executive Officer

Copy to:

Windels, Marx, Lane & Mittendorf, LLP
120 Albany Street
New Brunswick, New Jersey 08901
Attn: Robert Schwartz

If to the Shareholders:

Mr. Kenneth J. Torsoe

Copy to:

Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004
Attn: Richard A. Schaberg

Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 4.03.

Section 4.04 Non-Waiver.

The waiver by any party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver of any other breach or default of the same or of any other term, covenant, condition, agreement or obligation.

Section 4.05 Governing Law, Jurisdiction.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws principles.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of any New Jersey State court or federal court of the United States of America sitting in New Jersey, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New Jersey State court or, to the extent permitted by law, in such federal court.

Section 4.06 Captions.

All captions are inserted for convenience only, and will not affect any construction or interpretation of this Agreement.

Section 4.07 Severability.

Any provision of this Agreement which is or may become prohibited or unenforceable, as a matter of law or regulation, will be ineffective only to the extent of such prohibition or unenforceability and shall not invalidate the remaining provisions hereof if the essential purposes of this Agreement may be given effect despite the prohibition or unenforceability of the affected provision.

Section 4.08 Equitable Remedies.

The parties hereto agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the parties hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other parties and to enforce specifically the terms and provisions hereof in any court referred to in Section 4.05 hereof, such remedy being in addition to, and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity.

Section 4.09 Counterparts; Execution.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile or pdf signature by any party and such signature is deemed binding for all purposes hereof, without delivery of an original signature being thereafter required

Section 4.10 Recapitalizations, Exchanges, Etc. Affecting Common Stock.

Except as otherwise provided in this Agreement, the provisions of this Agreement shall apply to any and all shares of capital stock or other securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets, transfer of Equity Interests or otherwise) which may be issued in respect of, in exchange for, or in substitution of, any shares of Common Stock by reason of any reorganization, recapitalization, reclassification, merger, consolidation, partial or complete liquidation, sale of assets, spin-off, stock dividend, split, distribution to stockholders or combination of the shares of Common Stock or any other change in the Company's capital structure, in order to preserve fairly and equitably as far as practicable, the original rights and obligations of the parties hereto under this Agreement.

Section 4.11 Effective Date. This Agreement shall be effective as of the Closing Date.

Section 4.12 Waiver of Jury Trial.

Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any suit, action or other proceeding directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each party hereto (a) certifies that no representative of any other party hereto has represented, expressly or otherwise, that such other party would not, in the event of any suit, action or other proceeding, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waivers and certifications in this Section 4.12.

Section 4.13 Construction.

This Agreement shall be deemed to have been drafted by each of the parties hereto and, consequently, when construing its terms, none of the parties will be deemed to have been the draftsman.

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized signatories thereunto duly authorized as of the date first set forth above.

ConnectOne Bancorp, Inc.

By: /s/ Frank Sorrentino III

Name: Frank Sorrentino III

Title: Chairman & CEO

SHAREHOLDER :

/s/ Kenneth J. Torsoe

Kenneth J. Torsoe



(NASDAQ: CNOB)

**Expanding into Hudson Valley Through Merger with
Greater Hudson Bank (OTCQX: GHDS)**

July 12, 2018

Forward Looking Statements

CAUTIONARY NOTES ON FORWARD LOOKING STATEMENTS

All non-historical statements in this investor presentation (including without limitation statements regarding the pro forma effect of the proposed transaction, annual cost savings, anticipated expense totals, the accretive nature of the proposed transaction, revenue enhancement opportunities, anticipated capital ratios and capital, positioning, value creation, growth prospects and timing of the closing) constitute forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are typically identified by words such as "believe," "expect," "anticipate," "intend," "target," "estimate," "continue," "positions," "prospects" or "potential," by future conditional verbs such as "will," "would," "should," "could" or "may", or by variations of such words or by similar expressions. Such forward-looking statements include, but are not limited to, statements about the benefits of the business combination transaction involving ConnectOne Bancorp, Inc. ("ConnectOne") and Greater Hudson Bank ("Greater Hudson"), including future financial and operating results, and the combined company's plans, objectives, expectations and intentions. These forward-looking statements are subject to numerous assumptions, risks and uncertainties which change over time. Forward-looking statements speak only as of the date they are made. ConnectOne and Greater Hudson assume no duty to update forward-looking statements.

In addition to factors previously disclosed in ConnectOne's reports filed with the Securities and Exchange Commission, the following factors among others, could cause actual results to differ materially from forward-looking statements: ability to obtain regulatory approvals and meet other closing conditions to the merger, including approval by Greater Hudson shareholders, on the expected terms and schedule; delay in closing the merger; difficulties and delays in integrating the Greater Hudson business or fully realizing cost savings and other benefits; business disruption following the proposed transaction; changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates and capital markets; inflation; customer borrowing, repayment, investment and deposit practices; customer disintermediation; the introduction, withdrawal, success and timing of business initiatives; competitive conditions; the inability to realize cost savings or revenues or to implement integration plans and other consequences associated with mergers, acquisitions and divestitures; economic conditions; changes in ConnectOne's stock price before closing, including as a result of the financial performance of Greater Hudson prior to closing; the reaction to the transaction of the companies' customers, employees and counterparties; and the impact, extent and timing of technological changes, capital management activities, and other actions of the Federal Reserve Board and legislative and regulatory actions and reforms.

Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

Important Additional Information

This communication is being made in respect of the proposed merger between ConnectOne and Greater Hudson. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. In connection with the proposed transaction, ConnectOne intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement of Greater Hudson and a prospectus of ConnectOne, and ConnectOne will file other documents regarding the proposed transaction with the SEC. Before making any voting or investment decision, investors and security holders of Greater Hudson are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, as well as any amendments or supplements to these documents, because they will contain important information about the proposed transaction. The documents filed by ConnectOne with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, the documents filed by ConnectOne may be obtained free of charge at its website at www.connectonebank.com or by contacting ConnectOne Bancorp, Inc., 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, Attention: Laura Criscione, Corporate Secretary

ConnectOne and Greater Hudson and certain of their directors and executive officers may be deemed to be participants in the solicitation of proxies of Greater Hudson's shareholders in connection with the proposed transaction. Information about the directors and executive officers of ConnectOne and their ownership of ConnectOne common stock is set forth in the proxy statement for ConnectOne's 2018 Annual Meeting of Shareholders, as filed with the SEC on Schedule 14A on April 20, 2018. Additional information regarding the interests of those participants and other persons who may be deemed participants in the transaction may be obtained by reading the proxy statement/prospectus regarding the proposed merger when it becomes available. Free copies of this document may be obtained as described in the preceding paragraph.

Transaction Rationale

Strategically Compelling Merger Opportunity

- Merger with a similarly-minded, commercially-focused lender operating inside ConnectOne's 75-mile radius NY/NJ target market
 - ✓ Solidifies ConnectOne's New York operations and meaningfully expedites organic growth plans in Rockland, Orange and Westchester Counties with immediate presence in demographically attractive Hudson Valley region
 - ✓ Establishes SBA line of business
 - ✓ Enhances C&I lending capabilities
 - ✓ Provides potential to expand and enhance Greater Hudson's current and future business
 - ✓ Well positioned for organic growth and significant cross-sell opportunities
- Significant efficiency opportunity in Greater Hudson transaction
 - ✓ Provides for infrastructure optimization by utilizing ConnectOne's technology investments and operating model to drive efficiencies
- Greater Hudson's financial profile significantly complements ConnectOne in key areas
 - ✓ Strong, valuable core deposit franchise with core deposit ratio of 85%⁽¹⁾ and NIB deposits of 20%
 - ✓ Excess liquidity with loan-to-deposit ratio of 85% provides ConnectOne funding to drive continued organic growth
 - ✓ CRE concentration of 336%, high yielding asset base and net interest margin coupled with an asset sensitive balance sheet
- Merger increases scarcity value of ConnectOne's franchise operating within the NY/NJ metro market

Financially Attractive

- Disciplined pricing
 - ✓ Price / tangible book value multiple of 134% versus comparable transaction median of 174%⁽²⁾
 - ✓ Price / LTM core earnings with cost savings (as if cost savings were historically applied) of 10.0x⁽³⁾
- Strong liquidity profile and pro forma capital ratios
- Attractive pro forma financial impact metrics
 - ✓ Approximately 2.5% accretive to 2020 estimated earnings (first fully phased-in year)
 - ✓ Tangible book value dilution of approximately 1% at closing with an earnback of approximately 2 years⁽⁴⁾
 - ✓ IRR over 20%

Low Integration Risk

- ~10% of current ConnectOne asset base
- Comprehensive due diligence process and thorough review of loan portfolio
- Conservative credit mark should ensure that acquired loan portfolio meets ConnectOne's underwriting standards (along with 3rd party credit review)
- Capital neutral transaction with 100% stock consideration
- Leverages M&A experience of ConnectOne management team
- Complementary franchises with cohesive cultures and business strategies

Source: SNL Financial

Note: Financial data as of and for the quarter ended March 31, 2018.

(1) Core deposits defined as total deposits less jumbo time deposits (time deposits > 100K).

(2) Mid-Atlantic and New England bank and thrift M&A transactions announced since 2017 where target at announcement had assets between \$250M - \$1.0B and TCE/TA less than 15.0%.

(3) Core net income excludes impact of Tax Cuts and Jobs Act incurred during the quarter ended December 31, 2017, along with one-time personnel costs, legal expenses and a write-down to OREO all incurred during the quarter ended March 31, 2018; Cost savings of 40% as if historically applied.

(4) Calculated using the crossover method: Calculated as the time period at which the ConnectOne pro forma tangible book value per share equals ConnectOne's projected stand-alone tangible book value per share.

Transaction Overview

Consideration	<ul style="list-style-type: none"> 100% of the consideration paid in ConnectOne common stock Represents approximately \$76.3 million, or \$6.16 per share⁽¹⁾ <ul style="list-style-type: none"> Greater Hudson shareholders to receive 0.2450 shares of ConnectOne common stock per share of Greater Hudson common stock; Greater Hudson's pro forma ownership will be approximately 9% 		
Pricing Metrics	Pricing Metric	Greater Hudson Acquisition Multiple	Comparable Transactions Median Multiple ⁽²⁾
	Price / Tangible Book Value	134%	174%
	Core Deposit Premium ⁽³⁾	5.7%	11.5%
	Price / LTM Core Earnings ⁽⁴⁾	20.2x	24.2x
	Price / LTM Core Earnings w/ Cost Saves ⁽⁵⁾	10.0x	-
Key Transaction Assumptions	<ul style="list-style-type: none"> One-time after-tax transaction and integration expenses of \$7.0 million and after-tax net fair value marks of (\$13.8) million (including the net credit mark and excluding core deposit intangible) Cost savings estimated at 40% of Greater Hudson's non-interest expense base <ul style="list-style-type: none"> Phased-in 75% in 2019 and 100% thereafter Core deposit intangible (CDI) of 2.00% of Greater Hudson's non-time deposits. Amortization to occur over a 10 year period sum of years digit method Gross credit mark of 5.3% of loan portfolio (includes a conservative mark to specifically identified credits) 		
Capital	<ul style="list-style-type: none"> Minimal impact to capital 		
Board Seats	<ul style="list-style-type: none"> One current Greater Hudson director will join the Board of ConnectOne 		
Closing	<ul style="list-style-type: none"> Early first quarter of 2019 Subject to required regulatory approvals, approval by Greater Hudson shareholders and other customary closing conditions 		

Source: SNL Financial

(1) Based on ConnectOne closing common stock price of \$25.15 as of July 11, 2018 and 12,380,420 shares of Greater Hudson common stock outstanding.

(2) Mid-Atlantic and New England bank and thrift M&A transactions announced since 2017 where target at announcement had assets between \$250M - \$1.0B and TCE/TA less than 15.0%.

(3) Core deposits defined as total deposits less jumbo time deposits (time deposits > 100K).

(4) Core net income excludes impact of Tax Cuts and Jobs Act incurred during the quarter ended December 31, 2017, along with one-time personnel costs, legal expenses and a write-down to OREO all incurred during the quarter ended March 31, 2018 for Greater Hudson.

(5) Cost savings of 40% as if historically applied.

Greater Hudson Transaction Delivers on Key 2018/2019 Priorities for ConnectOne...

	ConnectOne	Greater Hudson Qualifications
Organic Growth Plan	<ul style="list-style-type: none"> ConnectOne is a high growth, high performing commercial bank serving the New York and New Jersey metro market Focus market within 75 mile radius of New York City – strategically placed offices throughout NY/NJ 	<ul style="list-style-type: none"> Strong commercial lending and deposit rich franchise operating in ConnectOne's target focus area Accelerates ConnectOne's New York expansion and solidifies greater Hudson Valley market presence <ul style="list-style-type: none"> Greater Hudson adds \$341M in loans and \$402M in deposits across demographically attractive Rockland, Orange and Westchester Counties Brings team of seasoned lenders and core deposit gathering specialists
Core Funding	<ul style="list-style-type: none"> Core deposits: 80.5%⁽¹⁾ Loans / deposits: 112.1% Cost of deposits: 0.82% 	<ul style="list-style-type: none"> Core deposits: 85.4%⁽¹⁾ Loans / deposits: 84.8% Cost of deposits: 0.60%
CRE Concentration	<ul style="list-style-type: none"> CRE concentration: 509%⁽²⁾ 	<ul style="list-style-type: none"> CRE concentration: 336%
Margin	<ul style="list-style-type: none"> Net interest margin: 3.26% Yield on loans: 4.51%⁽³⁾ Total cost of funds: 1.10% 	<ul style="list-style-type: none"> Net interest margin: 3.59% Yield on loans: 5.38%⁽³⁾ Total cost of funds: 0.92%
Lending Team	<ul style="list-style-type: none"> Strong C&I, owner-occupied and residential lending capabilities 	<ul style="list-style-type: none"> C&I team experienced in focused markets and SBA Greater Hudson customers to be paired with powerful ConnectOne platform; provides significant potential to expand current and new business
Technological Platform / Efficiency	<ul style="list-style-type: none"> Leading edge technology initiatives Technological model incorporates nCino, Zelle and other digital platforms 	<ul style="list-style-type: none"> Greater Hudson's smaller scale limited investments in technological platform; results in substantial opportunities to leverage ConnectOne's "future of banking" technologies

Source: SNL Financial

Note: Financial data as of and for the quarter ended March 31, 2018.

(1) Core deposits defined as total deposits less jumbo time deposits (time deposits > 100K).

(2) CRE concentration ratio based on bank level regulatory filings.

(3) Yield on loans includes loans receivable and loans held-for-sale.

Solidifying New York Operations and Accelerating Hudson Valley Market Growth

Overview of Greater Hudson

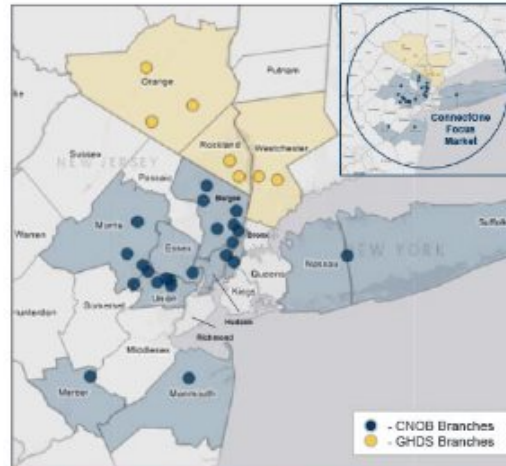
- 15+ years of operating history in the Hudson Valley region, with a senior management team that boasts a combined 180+ years of banking experience
- Operates in the Rockland, Orange and Westchester markets
- Niche market focus consisting of Hudson Valley private businesses, municipalities and non-profits combined with a heavy emphasis on personal service to drive business
- Favorable competitive dynamics as market is largely dominated by the larger institutions, leaving tremendous opportunity for community banks catering to middle market businesses
- Last remaining community bank headquartered in Rockland County
- Strong core funding along with a low loan / deposit ratio of 85%⁽¹⁾
- Asset sensitive balance sheet with a growing NIM of 3.59%⁽¹⁾

Source: SNL Financial

(1) As of and for the quarter ended March 31, 2018.

(2) Core profitability excludes one-time personnel costs, legal expenses and a write-down to OREO all incurred during the quarter ended March 31, 2018.

(3) NPAs defined as nonaccrual loans and leases and real estate owned, excluding renegotiated loans and leases.



Greater Hudson Financial Highlights⁽¹⁾

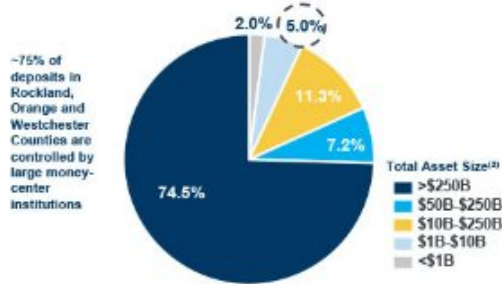
Total Assets (\$M)	\$501.3	Core ROAA ⁽²⁾	0.77%
Gross Loans (\$M)	\$340.7	Core ROAE ⁽²⁾	6.59%
Total Deposits (\$M)	\$401.7	NIM	3.59%
TCE / TA	11.3%	Yield on Loans	5.38%
NPAs / Total Assets ⁽³⁾	1.55%	Cost of Deposits	0.80%
CRE Concentration	336%	Loans / Deposits	84.8%

Capitalizing on Operating Markets in Need of ConnectOne's High Quality Client Service Business Model

Rockland, Orange and Westchester Operating Market

- ~75% of market dominated by large financial institutions; leaving void for middle market businesses who desire personalized approach
- Given this dynamic, ConnectOne's business model, operating platform and scale can be applied to Greater Hudson's markets to drive market share growth
- Market share growth will further enhance ConnectOne's position within the greater NY/NJ metro market and increase franchise scarcity value

Deposit Breakdown by Asset Size in Rockland, Orange and Westchester



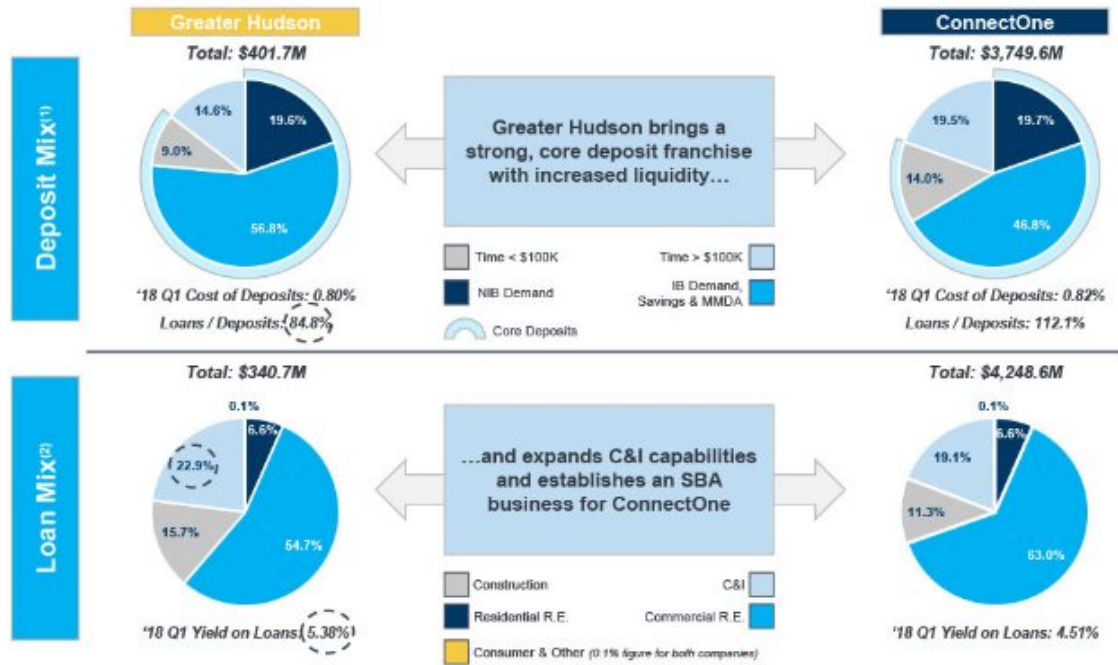
Rockland, Orange and Westchester Counties Deposit Market Share ⁽¹⁾

Rank	Institution	# of Branches	Deposits in Market (\$mm)	Market Share (%)	Total Assets ⁽²⁾ (\$mm)
1	Stirling Bancorp	28	\$7,402	6.1	\$30,400
2	New York Private Bk. & Tr Corp.	4	\$3,713	3.1	\$8,300
3	Customers Bancorp Inc.	2	\$1,847	1.5	\$10,709
4	Signature Bank	2	\$1,748	1.4	\$44,430
5	Apple Financial Holdings Inc.	0	\$930	0.8	\$13,133
6	Orange County Bancorp Inc.	13	\$801	0.7	\$1,000
7	Westchester Bank Holding Corp.	7	\$633	0.5	\$629
8	PCSB Financial Corp.	10	\$522	0.5	\$1,457
9	Walden Savings Bank	10	\$498	0.4	\$525
10	Greater Hudson / ConnectOne	7	\$377	0.3	\$5,680

The combined company will be a significant community bank presence in the region, ranking top 10 within Rockland, Orange and Westchester Counties combined...with the asset scale necessary to grow

Source: SNL Financial
 Note: Deposit data as of June 30, 2017; Pro forma for pending and recently completed transactions.
 (1) Excludes money center banks and super-regionals with more than \$50B in total assets.
 (2) Financial data as of March 31, 2018.

Similarly Focused Commercial Lender with Strong Core Deposit Franchise, Diversified Loan Portfolio and Liquidity



Comprehensive Due Diligence to Ensure a Low Risk Transaction

- **Process including core systems, legal and credit diligence – consistent with ConnectOne's commitment to maintaining a strong credit culture**
- **Extensive, two-tiered credit review process completed by senior management and 3rd party loan review team**
 - Analyzed credit files, underwriting methodologies and policies and portfolio management process
 - Reviewed loans throughout all lending lines of Greater Hudson along with a 3rd party reviewer
 - Conservative credit mark brings Greater Hudson loan portfolio in line with current ConnectOne policies and underwriting guidelines
 - Credit mark of \$18 million or 5.3% of outstanding loan portfolio and 4.4x loan loss reserves (includes a conservative mark to specifically identified credits)
- **Complementary pro forma combination**
 - Unlocks shareholder value for both companies
 - Significant franchise accretion and synergy opportunities within the pro forma institution
 - 40% cost savings based upon Greater Hudson's non-interest expense base achievable after identifying opportunities for expense consolidation
 - Well positioned to solidify ConnectOne's track record of having one of the best efficiency models in the industry, approximately 40% efficiency ratio pro forma
- **Notable integration experience, established team to facilitate successful execution of integration plan**

Financial Impact

- Capital neutral transaction with attractive financial impact metrics at disciplined pricing
- No revenue synergies assumed

Financial Impact ⁽¹⁾		Minimal Capital Impact ⁽²⁾		
	ConnectOne	ConnectOne	Pro Forma @ Closing	
2020 EPS Accretion	Approx. 2.5%	TCE / TA	8.3%	8.3%
Tangible Book Value Dilution (%)	Approx. 1%	Leverage Ratio	8.7%	8.9%
Tangible Book Value Earnback Period (yrs)	Approx. 2 Years	Total Risk Based Ratio	12.7%	12.2%
IRR	Greater than 20%			

Transaction Pricing		
Pricing Metric	Greater Hudson Acquisition Multiple	Comparable Transactions Median Multiple ⁽³⁾
Price / Tangible Book Value	134%	174%
Core Deposit Premium ⁽⁴⁾	5.7%	11.5%
Price / LTM Core Earnings ⁽⁵⁾	20.2x	24.2x
Price / LTM Core Earnings w/ Cost Saves ^{(6)(a)}	10.0x	-

Source: SNL Financial

(1) Based on management estimates. Tangible book value dilution metrics estimated at deal closing. Tangible book value earnback calculated using the crossover method.

(2) ConnectOne shown as of the quarter ended March 31, 2018. Pro forma institution shown projected at deal closing based upon management estimates.

(3) Mid-Atlantic and New England bank and thrift M&A transactions announced since 2017 where target at announcement had assets between \$250M - \$1.0B and TCE/TA less than 15.0%.

(4) Core deposits defined as total deposits less jumbo time deposits (time deposits > 100K).

(5) Core net income excludes impact of Tax Cuts and Jobs Act incurred during the quarter ended December 31, 2017, along with one-time personnel costs, legal expenses and a write-down to OREO all incurred during the quarter ended March 31, 2018 for Greater Hudson.

(6) Cost savings of 40% as if historically applied.

Summary Transaction Merits

Strategically Compelling

- Solidifies ConnectOne's New York operations and meaningfully expedites organic growth plans in the Hudson Valley region
- Establishes new lines of commercial business and enhances others
- Provides for infrastructure optimization by utilizing ConnectOne's technology investments and operating model to drive efficiencies
- Greater Hudson's financial profile significantly complements ConnectOne in key areas
- Executes on strategic initiatives aimed to create long-term value for shareholders and increase scarcity value of ConnectOne's franchise

Financially Attractive

- Approximately 2.5% accretive to 2020 estimated earnings
- Minimal tangible book value dilution with a short earn back period
- Attractive returns with an IRR of greater than 20%

Low Integration Risk

- ~10%⁽¹⁾ of current ConnectOne asset base
- Comprehensive due diligence by ConnectOne
- Conservative credit mark should ensure that acquired loan portfolio meets ConnectOne underwriting standards (along with 3rd party credit review)
- Capital neutral transaction with 100% stock consideration
- Leverages M&A experience of ConnectOne management team

(1) As of and for the quarter ended March 31, 2018.



ConnectOne Bancorp, Inc. to Expand into Hudson Valley through Merger with Greater Hudson Bank

*Enhanced Market Presence and Strategic Growth Opportunities Expected from the Combination
Greater Hudson's Deposit Rich Franchise and C&I Lending Capabilities Are a Strong Strategic Fit
Compelling Strategic Rationale for all Shareholders*

ENGLEWOOD CLIFFS, N.J., July 12, 2018 (GLOBE NEWSWIRE) -- ConnectOne Bancorp, Inc. (Nasdaq: CNOB) ("ConnectOne"), parent company of ConnectOne Bank, and Greater Hudson Bank (OTCQX: GHDS) ("Greater Hudson") are pleased to jointly announce that ConnectOne and Greater Hudson Bank have entered into a definitive agreement pursuant to which Greater Hudson will merge into ConnectOne in an all-stock transaction. Greater Hudson's commercial lending and deposit rich franchise is consistent with ConnectOne's stated growth strategy and enhances its strong franchise in the NY/NJ metro market by extending C&I lending capabilities, adding experienced bankers, and enhancing core deposit funding. The combination is strategically compelling with Greater Hudson's loan-to-deposit ratio of approximately 85%, solid noninterest-bearing deposits and CRE concentration ratio of 336% complementing ConnectOne's financial profile.

Key Transaction Highlights:

- Solidifies ConnectOne's recently established New York operations and meaningfully expedites organic growth plans in Rockland, Orange and Westchester counties with immediate presence in demographically attractive Hudson Valley region
- Greater Hudson franchise will add \$401.7 million in deposits, \$340.7 million in loans (as of March 31, 2018), and a team of seasoned lenders and core deposit gathering specialists
- Establishes SBA line of business for ConnectOne, enhances C&I lending capabilities and provides significant potential to expand Greater Hudson's current and future business
- Complements ConnectOne's financial profile in several areas including but not limited to core deposit funding, liquidity, CRE concentration, and earning asset mix and yield
- Creates opportunity to leverage ConnectOne's technology investments and operating model to further drive efficiencies
- Creates long-term value for shareholders and increases scarcity value of ConnectOne's franchise

Key Financial Impact Highlights:

- EPS accretive: Approximately 2.5% accretive to ConnectOne's earnings per share (on a fully phased in basis), excluding the impact of potential revenue enhancement opportunities
- Minimal tangible book value dilution: Approximately 1% dilutive to tangible book value per share at closing
- Short earn back period: Earn back of tangible book value dilution projected to be approximately two years using the cross-over method
- Strong internal rate of return: Projected to be over 20%
- Capital neutral transaction; results in strong pro forma capital ratios to support future growth
- Pro forma combined company total assets of \$5.7 billion, deposits of \$4.2 billion, and loans of \$4.5 billion (as of March 31, 2018)

Under the terms of the agreement Greater Hudson Bank will merge with and into ConnectOne Bank and each outstanding share of Greater Hudson Bank common stock will be exchanged for 0.245 shares of ConnectOne common stock. The transaction is presently valued at \$76.3 million, or approximately \$6.16 per GHDS share, based upon the closing common stock price of \$25.15 for ConnectOne Bancorp as of July 11, 2018.

The transaction has been unanimously approved by the Board of Directors of both companies and is expected to be completed early in the first quarter of 2019, subject to approval by Greater Hudson's shareholders, as well as regulatory approvals and other customary closing conditions.

"This transaction reflects a financially attractive, compelling expansion opportunity to combine with a similarly-minded, commercially-focused lender operating within the 75-mile radius of NYC where ConnectOne has excelled. It also strongly supports our stated growth strategy, which includes opportunistic growth through M&A, to enhance our desirable and valuable franchise," said Frank Sorrentino, ConnectOne's Chairman and Chief Executive Officer.

“Greater Hudson is a strong strategic fit for ConnectOne and allows the company to establish scale in the Hudson Valley region, add respected, talented bankers, establish an SBA line of business and further enhance our C&I lending capabilities. We are excited to bring the ConnectOne operating model and the significant technological capabilities at our disposal to Greater Hudson’s franchise and anticipate this strategic initiative will provide considerable opportunities for both of our institutions. We look forward to continuing to deliver extraordinary client service to all ConnectOne and Greater Hudson clients, as well as providing enhanced value to our shareholders.”

“We are delighted to announce our plans to join with the ConnectOne team. We believe the expanded depth of financial products and services that will be available to our customers, the increased liquidity that will be provided to our shareholders and our shared vision of improving the communities that we serve, provides significant value for all of our stakeholders,” said Edward Lutz, President and Chief Executive Officer of Greater Hudson.

Effective at the closing of the transaction, one current director of Greater Hudson’s board will join the Board of Directors of both ConnectOne Bancorp, Inc. and ConnectOne Bank.

Piper Jaffray & Co. served as financial advisor to ConnectOne and Windels Marx Lane & Mittendorf served as its legal counsel. Keefe, Bruyette & Woods, Inc., a Stifel Company, served as financial advisor to Greater Hudson and Hogan Lovells US LLP served as its legal counsel.

Conference Call, Webcast and Investor Presentation

ConnectOne will host a conference call and audio webcast at 10:00 a.m. ET on July 12, 2018 to review the proposed transaction. Chairman and Chief Executive Officer Frank Sorrentino III and Chief Financial Officer William S. Burns will host the call. The conference call dial-in number is 1-877-407-4018. Please dial in at least five minutes before the start of the call to register. An audio webcast of the conference call will be available to the public, on a listen-only basis, via the "Shareholders" link on the Company's website <https://www.ConnectOneBank.com> or at <http://ir.connectonebank.com>.

A replay of the conference call will be available beginning at approximately 1:00 p.m. ET on July 12, 2018 and ending on Thursday, July 19, 2018 by dialing 1-844-512-2921 , access code 13681544. An online archive of the webcast will be available following the completion of the conference call at <https://www.ConnectOneBank.com> or at <http://ir.connectonebank.com>.

An investor presentation discussing the proposed transaction will be available for download by approximately 8:00 a.m. ET on Thursday, July 12, 2018 at the "Shareholders" link on the Company's website <https://www.ConnectOneBank.com> or at <http://ir.connectonebank.com>.

About ConnectOne Bancorp, Inc.

ConnectOne is a New Jersey corporation and a registered bank holding company pursuant to the Bank Holding Company Act of 1956, as amended, and serves as the holding company for ConnectOne Bank ("the Bank"). The Bank is a community-based, full-service New Jersey-chartered commercial bank that was founded in 2005. The Bank operates from its headquarters located at 301 Sylvan Avenue in the Borough of Englewood Cliffs, Bergen County, New Jersey, and through its 21 other banking offices across New Jersey and New York.

About Greater Hudson Bank

Greater Hudson Bank, founded in 2002, is a premier NY community bank which specializes in providing customized banking services, SBA loans, commercial mortgages, and business lines of credit to Hudson Valley-based businesses, non-profits, and municipal agencies. The Bank is chartered by the New York State Department of Financial Services and its deposits are insured by the FDIC. As evidence of the Bank’s financial strength, Greater Hudson Bank has been recognized with a superior rating by the country's leading independent bank rating and research firm, BauerFinancial, Inc. Further information can be found on the Bank’s website at GreaterHudsonBank.com or by calling 844-GREAT-11.

FORWARD-LOOKING STATEMENTS

All non-historical statements in this press release (including without limitation statements regarding the pro forma effect of the proposed transaction, annual cost savings, anticipated expense totals, the accretive nature of the proposed transaction, revenue enhancement opportunities, anticipated capital ratios and capital, positioning, value creation, growth prospects and timing of the closing) constitute forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are typically identified by words such as "believe," "expect," "anticipate," "intend," "target," "estimate," "continue," "positions," "prospects" or "potential," by future conditional verbs such as "will," "would," "should," "could" or "may", or by variations of such words or by similar expressions. Such forward-looking statements include, but are not limited to, statements about the benefits of the business combination transaction involving ConnectOne Bancorp, Inc. ("ConnectOne") and Greater Hudson Bank ("Greater Hudson"), including future financial and operating results, and the combined company's plans, objectives, expectations and intentions. These forward-looking statements are subject to numerous assumptions, risks and uncertainties which change over time. Forward-looking statements speak only as of the date they are made. ConnectOne and Greater Hudson assume no duty to update forward-looking statements.

In addition to factors previously disclosed in ConnectOne's reports filed with the Securities and Exchange Commission, the following factors among others, could cause actual results to differ materially from forward-looking statements: ability to obtain regulatory approvals and meet other closing conditions to the merger, including approval by Greater Hudson shareholders, on the expected terms and schedule; delay in closing the merger; difficulties and delays in integrating the Greater Hudson business or fully realizing cost savings and other benefits; business disruption following the proposed transaction; changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates and capital markets; inflation; customer borrowing, repayment, investment and deposit practices; customer disintermediation; the introduction, withdrawal, success and timing of business initiatives; competitive conditions; the inability to realize cost savings or revenues or to implement integration plans and other consequences associated with mergers, acquisitions and divestitures; economic conditions; changes in ConnectOne's stock price before closing, including as a result of the financial performance of Greater Hudson prior to closing; the reaction to the transaction of the companies' customers, employees and counterparties; and the impact, extent and timing of technological changes, capital management activities, and other actions of the Federal Reserve Board and legislative and regulatory actions and reforms.

Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

IMPORTANT ADDITIONAL INFORMATION

This communication is being made in respect of the proposed merger between ConnectOne and Greater Hudson. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. In connection with the proposed transaction, ConnectOne intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement of Greater Hudson and a prospectus of ConnectOne, and ConnectOne will file other documents regarding the proposed transaction with the SEC. Before making any voting or investment decision, investors and security holders of Greater Hudson are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, as well as any amendments or supplements to these documents, because they will contain important information about the proposed transaction. The documents filed by ConnectOne with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, the documents filed by ConnectOne may be obtained free of charge at its website at www.connectonebank.com or by contacting ConnectOne Bancorp, Inc., 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, Attention: Laura Criscione, Corporate Secretary.

ConnectOne and Greater Hudson and certain of their directors and executive officers may be deemed to be participants in the solicitation of proxies of Greater Hudson's shareholders in connection with the proposed transaction. Information about the directors and executive officers of ConnectOne and their ownership of ConnectOne common stock is set forth in the proxy statement for ConnectOne's 2018 Annual Meeting of Shareholders, as filed with the SEC on Schedule 14A on April 20, 2018. Additional information regarding the interests of those participants and other persons who may be deemed participants in the transaction may be obtained by reading the proxy statement/prospectus regarding the proposed merger when it becomes available. Free copies of this document may be obtained as described in the preceding paragraph.

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