

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

FORM 8-K

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

Date of Report (Date of earliest event reported): March 17, 2022

**CBTX, Inc.**

(Exact name of registrant as specified in its charter)

**Texas**  
(State or other jurisdiction of  
incorporation or organization)

**001-38280**  
(Commission File Number)

**20-8339782**  
(I.R.S. Employer  
Identification No.)

**9 Greenway Plaza, Suite 110**  
**Houston, Texas 77046**  
(Address of principal executive offices)

**(713) 210-7600**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	CBTX	The Nasdaq Global Select Market

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 (§230.12b-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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***New Employment Agreement with Robert R. Franklin, Jr.***

On March 17, 2022, in connection with the previously disclosed Agreement and Plan of Merger, dated as of November 5, 2021, by and between CBTX, Inc. (“CBTX”) and Allegiance Bancshares, Inc. (“Allegiance”) (as amended from time to time, the “merger agreement”), pursuant to which Allegiance will merge with and into CBTX (the “merger”), with CBTX as the surviving entity (the “combined company”), and after such merger, CommunityBank of Texas, N.A. (“CommunityBank of Texas”), a wholly-owned subsidiary of CBTX, will merge with and into Allegiance Bank a wholly-owned subsidiary of Allegiance, with Allegiance Bank as the surviving bank (the “combined bank”), CBTX and CommunityBank of Texas entered into a new employment agreement (the “Franklin employment agreement”) with Robert R. Franklin, Jr., to be effective at the effective time of the merger. Until the effective time of the merger, Mr. Franklin’s employment with CBTX and CommunityBank of Texas will continue to be governed by the terms of his amended and restated employment agreement dated October 28, 2017 (the “prior Franklin employment agreement”). At the effective time of the merger, the Franklin employment agreement will supersede and replace the prior Franklin employment agreement. If the merger agreement terminates for any reason without consummation of the merger, then the Franklin employment agreement will be null and void and of no force or effect.

*Position; Term.* During the term of the Franklin employment agreement, Mr. Franklin will serve as Chief Executive Officer of the combined company and will serve as Executive Chairman of the combined bank. Mr. Franklin will serve in such roles for a term commencing at the effective time of the merger and ending on the third anniversary of the effective time of the merger, subject to successive one-year renewals unless either party gives the other notice of non-renewal at least 60 days before the expiration of the then-applicable term.

*Compensation.* The combined bank will pay Mr. Franklin a base salary of \$645,000 per year, and he will be eligible to receive an annual incentive bonus in the target amount of 85% of his base salary (prorated for the any partial calendar year following the effective time of the merger). For each calendar year that begins after the effective time of the merger, Mr. Franklin will be eligible to receive an equity award(s) under the combined company’s equity plan with a grant date fair market value of no less than 125% of his base salary as of March 1 of such calendar year.

*Benefits.* Mr. Franklin will be entitled to participate in the combined bank’s retirement, incentive and welfare benefit plans available to other senior executive officers of the combined bank similarly situated to Mr. Franklin, and on a basis not less favorable than that provided to such senior executive officers, subject to eligibility requirements and terms and conditions of each such plan. Mr. Franklin will become a participant in the Allegiance Severance Plan with a severance multiplier of three. Mr. Franklin will also receive use of a company-provided automobile.

*Closing Date Equity Award.* Mr. Franklin will receive an equity award within 35 days of the closing of the merger having a target value of \$550,000. The target value will be converted into a mix of 50% time-based restricted stock and 50% performance-based restricted stock. The time-based restricted stock will vest 33-1/3% per year on the first, second, and third anniversaries of the date on which the merger occurs, subject to Mr. Franklin’s continued employment through each such vesting date. Unvested time-based restricted stock will fully vest upon Mr. Franklin’s termination by the combined bank without cause, his resignation for good reason, or his termination due to his death or disability (as such terms are defined in the Franklin employment agreement). The number of shares that may be earned by Mr. Franklin under the performance-based restricted stock award will range from 0% to 300% of the target number of shares depending on the combined company’s and the combined bank’s performance during the three-year performance period following the merger. The shares of performance-based restricted stock that are earned by Mr. Franklin will vest on the third anniversary of the merger, subject to Mr. Franklin’s continued employment through such vesting date. If Mr. Franklin’s employment with the combined bank ends before the third anniversary of the merger due to his involuntary termination by the combined bank without cause, his resignation for good reason, or his termination due to his death or disability (as such terms are defined in the Franklin employment agreement), Mr. Franklin will be deemed to have satisfied the service-vesting condition with respect the shares of performance-based restricted stock, and the shares of performance-based restricted stock will become earned or forfeited by Mr. Franklin at the end of the performance period based on actual performance.

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*Severance Benefits.* Upon termination of Mr. Franklin’s employment with the combined bank for any reason after the effective time of the merger, Mr. Franklin is entitled to all accrued compensation, as provided for under the terms of the Franklin employment agreement. If Mr. Franklin’s employment with the combined bank ends at any time during the term of his employment agreement due to (i) termination by the combined bank without cause (as defined in the Franklin employment agreement), (ii) Mr. Franklin’s resignation for good reason (as defined in the Franklin employment agreement), (iii) Mr. Franklin’s disability (as defined in the Franklin employment agreement), or (iv) the combined bank’s non-renewal of the term of Mr. Franklin’s employment agreement, then, in addition to the accrued compensation, Mr. Franklin shall, subject to the terms of the Franklin employment agreement, be entitled to receive, in each case in accordance with the terms and conditions of the Franklin employment agreement, (A) a lump sum cash amount equal to the greater of \$1.5 million or two (2) times Mr. Franklin’s base salary (the “cash severance payment”), (B) a pro rata of the incentive bonus, if any, that Mr. Franklin would have earned for the calendar year in which the date of termination of his employment occurs based on achievement of the applicable performance goals for such year at target, and (C) a lump sum in cash in an amount equal to eighteen (18) months of the full monthly cost of premiums for certain health care benefits. Mr. Franklin will also be deemed to have satisfied all service-based vesting conditions with respect to any unvested and outstanding equity awards on his termination date that were granted more than one year before his termination date. Mr. Franklin’s vested performance-based equity awards (including any such performance-based equity awards that vest in connection with Mr. Franklin’s termination) will remain outstanding and will be earned or forfeited by Mr. Franklin based on actual performance through the end of the applicable performance period. Such severance payments are subject to Mr. Franklin’s execution of a separation and release agreement in a customary form prescribed by the combined bank and Mr. Franklin’s compliance with the restrictive covenants of the Franklin employment agreement. If Mr. Franklin’s termination of employment entitles him to severance payments and benefits under the Allegiance Severance Plan, then any severance payments or benefits payable under the Allegiance Severance Plan will be reduced by the amounts payable as severance under the Franklin employment agreement.

*Restrictive Covenants.* Mr. Franklin’s employment agreement also contains a non-compete agreement, non-solicit agreement, confidentiality agreement, and other customary restrictive covenants. The non-compete agreement will apply within a fifty (50) mile radius of any combined bank office, branch, loan production office, or deposit production office that existed at any time during the non-compete period or exists as of the date of Mr. Franklin’s termination of employment and will be effective from the date of the agreement through the date that is two (2) years after the date of Mr. Franklin’s termination of employment with the combined bank. The non-solicit agreement runs through the date that is two (2) years after the date of Mr. Franklin’s termination of employment with the combined bank at any time.

***Change in Control Severance Agreement with Robert T. Pigott, Jr.***

On March 17, 2022, in connection with the proposed merger, CBTX entered into a Change in Control Severance Agreement with Robert T. Pigott, Jr. (the “Pigott CIC severance agreement”). The Pigott CIC severance agreement provides for severance compensation in the event that Mr. Pigott’s employment is terminated without cause (as defined in the Pigott CIC severance agreement), Mr. Pigott resigns for good reason (as defined in the Pigott CIC Agreement), or Mr. Pigott’s employment ends due to his death or disability, in each case at any time during the period that begins on the date of the agreement and ends eighteen (18) months following the effective time of the merger. The severance compensation provided to Mr. Pigott following a qualifying termination is as follows: (i) a cash severance payment in the amount equal to \$960,000; (ii) a lump sum payment of Mr. Pigott’s pro-rated annual bonus for the year of termination, with the amount determined based on actual performance for the year of termination; (iii) accelerated vesting of all outstanding equity awards, assuming for this purpose target-level performance for any performance-based equity awards; (iv) a lump sum payment in cash equal to twenty-four (24) times the full monthly cost of premiums Mr. Pigott would pay in the first calendar month immediately following the calendar month that includes his date of termination if he timely elected to continue such coverage under COBRA; and (v) termination of Mr. Pigott’s non-competition agreement (as set forth in Mr. Pigott’s employment agreement with CommunityBank of Texas) upon the date of his qualifying termination. Severance payable to Mr. Pigott under the Pigott CIC severance agreement, if applicable, is (x) in lieu of and not in addition to any severance payable to Mr. Pigott under his existing employment agreement with CommunityBank of Texas, and (y) subject to Mr. Pigott’s execution and non-revocation of a release and waiver of claims and his compliance with the applicable restrictive covenants.

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Mr. Pigott's CIC severance agreement also contains a non-solicit agreement, a non-disparagement agreement, and other customary restrictive covenants. The non-solicit agreement, which applies only if Mr. Pigott receives the severance compensation, runs from the effective time of the merger through the date that is one (1) year after the date of Mr. Pigott's termination of employment.

If the merger agreement terminates for any reason without consummation of the merger, then the Pigott CIC severance agreement will be null and void and of no force or effect.

The foregoing descriptions of the Franklin employment agreement and the Pigott CIC severance agreement do not purport to be complete and are qualified in their entirety by reference to the complete text of the Franklin employment agreement and the Pigott CIC severance agreement, which are attached as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K, and incorporated by reference herein.

#### **Item 8.01 Other Events.**

On March 15, 2022, CBTX agreed with Allegiance to amend the proposed form of amended bylaws contemplated by the merger agreement to include consistent terms relating to shareholders' ability to amend the bylaws of the combined company after the merger in both the proposed certificate of formation and proposed bylaws of the combined company. The proposed bylaw amendments are subject to, and will not become effective until, the closing of the merger.

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

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
<a href="#">10.1</a>	<a href="#">Executive Employment Agreement, dated March 17, 2022, by and among CBTX, Inc., CommunityBank of Texas, N.A. and Robert R. Franklin, Jr.</a>
<a href="#">10.2</a>	<a href="#">Change in Control Severance Agreement, dated March 17, 2022, by and between CBTX, Inc. and Robert T. Pigott, Jr.</a>
104	Cover Page Interactive Data File – the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded with the Inline XBRL document.

#### **Forward-Looking Statements**

Certain statements in this communication which are not historical in nature are intended to be, and are hereby identified as, "forward-looking statements" for purposes of the safe harbor provided by Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended.

These statements include, but are not limited to, statements about the benefits of the proposed merger of Allegiance and CBTX, including future financial and operating results (including the anticipated impact of the transaction on Allegiance's and CBTX's respective earnings and book value), statements related to the expected timing of the completion of the merger, the combined company's plans, objectives, expectations and intentions, and other statements that are not historical facts. Forward-looking statements may be identified by terminology such as "may," "will," "should," "scheduled," "plans," "intends," "anticipates," "expects," "believes," "estimates," "potential," or "continue" or negatives of such terms or other comparable terminology.

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All forward-looking statements are subject to risks, uncertainties and other factors that may cause the actual results, performance or achievements of Allegiance or CBTX to differ materially from any results expressed or implied by such forward-looking statements. Such factors include, among others: (1) the risk that the cost savings and any revenue synergies from the merger may not be fully realized or may take longer than anticipated to be realized; (2) disruption to the parties' businesses as a result of the announcement and pendency of the merger; (3) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; (4) the risk that the integration of each party's operations will be materially delayed or will be more costly or difficult than expected or that the parties are otherwise unable to successfully integrate each party's businesses into the other's businesses; (5) the failure to obtain the necessary approvals by the shareholders of Allegiance or CBTX; (6) the amount of the costs, fees, expenses and charges related to the merger; (7) the ability by each of Allegiance and CBTX to obtain required governmental approvals of the merger (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the transaction); (8) reputational risk and the reaction of each company's customers, suppliers, employees or other business partners to the merger; (9) the failure of the closing conditions in the merger agreement to be satisfied, or any unexpected delay in closing the merger; (10) the possibility that the merger may be more expensive to complete than anticipated, including as a result of unexpected factors or events; (11) the dilution caused by CBTX's issuance of additional shares of its common stock in the merger; (12) general competitive, economic, political and market conditions; (13) the costs, effects and results of regulatory examinations, investigations or the ability of CBTX to obtain required regulatory approvals; and (14) other factors that may affect future results of CBTX and Allegiance including 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; the impact, extent and timing of technological changes; capital management activities; and other actions of the Board of Governors of the Federal Reserve System and Office of the Comptroller of the Currency and legislative and regulatory actions and reforms.

Additional factors which could affect future results of Allegiance and CBTX can be found in Allegiance's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and the Current Reports on Form 8-K, and CBTX's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, in each case filed with the SEC and available on the SEC's website at <https://www.sec.gov>.

CBTX disclaims any obligation and does not intend to update or revise any forward-looking statements contained in this communication, which speak only as of the date hereof, whether as a result of new information, future events or otherwise, except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

#### **Information About the Merger and Where to Find It**

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 merger, CBTX filed a registration statement on Form S-4 (Registration No. 333-262322) with the SEC to register the shares of CBTX common stock that will be issued to Allegiance shareholders in connection with the merger. The registration statement includes a joint proxy statement/prospectus and other relevant materials in connection with the proposed merger, which will be sent to the shareholders of CBTX and Allegiance seeking their approval of the proposed merger.

**WE URGE INVESTORS AND SECURITY HOLDERS TO READ THE REGISTRATION STATEMENT ON FORM S-4, THE JOINT PROXY STATEMENT/PROSPECTUS INCLUDED WITHIN THE REGISTRATION STATEMENT ON FORM S-4 AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IN CONNECTION WITH THE PROPOSED MERGER BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT ALLEGIANCE, CBTX AND THE PROPOSED MERGER.**

Investors and security holders may obtain free copies of these documents and other documents filed with the SEC by Allegiance or CBTX through the website maintained by the SEC at <https://www.sec.gov>. Documents filed with the SEC by CBTX will be available free of charge by accessing the CBTX's website at [www.communitybankoftx.com](http://www.communitybankoftx.com) under the heading "Investor Relations" or, alternatively, by directing a request by mail or telephone to CBTX, Inc., 9 Greenway Plaza, Suite 110, Houston, Texas 77046, Attn: Investor Relations, (713) 210-7600, and documents filed with the SEC by Allegiance will be available free of charge by accessing Allegiance's website at [www.allegiancebank.com](http://www.allegiancebank.com) under the heading "Investor Relations" or, alternatively, by directing a request by mail or telephone to Allegiance Bancshares, Inc., 8847 West Sam Houston Parkway, N., Suite 200, Houston, Texas 77040, (281) 894-3200.

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**Participants in the Solicitation**

CBTX, Allegiance and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of CBTX and Allegiance in connection with the proposed merger. Certain information regarding the interests of these participants and a description of their direct or indirect interests, by security holdings or otherwise, will be included in the joint proxy statement/prospectus regarding the proposed merger when it becomes available. Additional information about the directors and executive officers of CBTX and their ownership of CBTX's common stock is set forth in CBTX's annual report on Form 10-K, filed with the SEC on February 25, 2022. Additional information about the directors and executive officers of Allegiance and their ownership of Allegiance's common stock is set forth in Allegiance's proxy statement for its annual meeting of shareholders, filed with the SEC on March 10, 2022. These documents can be obtained free of charge from the sources described above.

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**SIGNATURES**

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

**CBTX, INC.**

Date: March 18, 2022

By: /s/ Robert T. Pigott, Jr.

Robert T. Pigott, Jr.

Senior Executive Vice President and Chief Financial Officer

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## EXECUTIVE EMPLOYMENT AGREEMENT

**THIS EXECUTIVE EMPLOYMENT AGREEMENT** (this “*Agreement*”) is made and entered into and effective as of this 17th day of March, 2022, by and between CommunityBank of Texas, N.A. (including its successors and assigns, the “*Bank*”), and Robert R. Franklin, Jr., an individual who resides in the State of Texas (“*Executive*”). CBTX, Inc., a Texas corporation and sole parent of the Bank (the “*Company*”) is joining in this Agreement for the limited purpose of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make the Company the common law employer of Executive for any purpose.

### BACKGROUND

A. Executive currently serves as the President, Chairman and Chief Executive Officer of the Company, and as the Chairman and Chief Executive Officer of the Bank, pursuant to that certain Amended and Restated Employment Agreement dated October 17, 2017 (the “*Prior Agreement*”).

B. This Agreement is being entered into in connection with the Agreement and Plan of Merger, dated as of November 5, 2021 (the “*Merger Agreement*”), by and between the Company and Allegiance Bancshares, Inc., a Texas corporation (“*Allegiance*”). Pursuant to the Merger Agreement, subject to the satisfaction or waiver of certain conditions, the Company will merge with and into Allegiance (the “*Merger*”), with the Company as the surviving entity in a merger of equals (the “*Successor Company*”). Immediately following the Merger, the Bank will merge (the “*Bank Merger*”) with and into Allegiance Bank, a Texas banking association (“*Allegiance Bank*”), with Allegiance Bank continuing as the surviving entity. As used herein, at all times from and after the Bank Merger, references to the “*Bank*” shall mean Allegiance Bank.

C. Executive’s agreement to and compliance with the provisions of Section 6 hereof are a material factor and material inducement to the Company’s participation in the transactions contemplated by the Merger Agreement. Moreover, Executive acknowledges that a substantial portion of the value of the transactions contemplated by the Merger Agreement is Executive’s promises to refrain from competing with the Company, the Bank, Allegiance, Allegiance Bank, or the Successor Company as provided in Section 6 hereof.

D. Prior to the Company’s entry into the Merger Agreement, Executive was an owner and/or officer of the Company and an officer of the Bank, and is receiving a considerable benefit as a result of the Merger.

E. Immediately following the date and time at which the Merger is consummated, referred to herein as the “*Effective Time*”, Executive shall continue in employment with the Bank.

### AGREEMENT

In consideration of the payments, consents and acknowledgments described below, in consideration of Executive’s continued employment with the Bank, and in consideration of other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. Term.

(a) Term of Agreement. Upon the terms and subject to the conditions set forth in this Agreement, the Bank hereby agrees to continue to employ Executive, and Executive hereby accepts such continued employment commencing immediately after the Effective Time on the date that includes the Effective Time (the “*Commencement Date*”). Unless earlier terminated in accordance with Section 4, the term of this Agreement and Executive’s employment hereunder (the “*Term*”) will be for an initial period (the “*Initial Term*”) beginning on the Commencement Date and ending on the third (3rd) anniversary of the Commencement Date; *provided*, that on the third (3rd) anniversary of the Commencement Date and on each anniversary of such date thereafter (such date and each annual anniversary thereof a “*Renewal Date*”), the Term will automatically extend for a period (a “*Renewal Term*”) of one (1) year from such Renewal Date unless, at least 60 days before the applicable Renewal Date, either party gives notice to the other that the Term will not be so extended.



(b) Prior Agreement. From the date of this Agreement until immediately prior to the Effective Time, Executive's employment with the Bank, and any termination of Executive's employment from the Bank, shall continue to be subject to and governed by the terms of the Prior Agreement. Subject to Executive's employment with the Bank from the date of this Agreement until immediately prior to the Effective Time, this Agreement shall amend, supersede and replace the Prior Agreement, in its entirety, effective as of the Effective Time. This Agreement shall be null and void, *ab initio*, if the Merger Agreement terminates for any reason without consummation of the Merger.

2. Position(s); Duties; Location of Employment.

(a) Position(s). During the Term, Executive will be employed on and after the Commencement Date as the President and Chief Executive Officer of the Company and as Executive Chairman of the Bank. Executive shall have the duties, responsibilities and authority commensurate with such positions and such other duties as may be assigned to him by, as applicable, the Board of Directors of the Successor Company (the "**Successor Company Board**") or the Board of Directors of the Bank (the "**Bank Board**"; together with the Successor Company Board, the "**Boards**") to the extent such other duties also are commensurate with such positions. Executive will report directly to the Boards.

(b) Duties. During the Term, and excluding any periods of vacation, sick or other leave to which Executive is entitled, Executive agrees to: (a) devote all of his business effort, time, energy, and skill to fulfill his employment duties; (b) faithfully, loyally and diligently perform such duties; and (c) diligently follow and implement all lawful management policies and decisions of the Successor Company and the Bank that are communicated to and applicable to Executive. During his employment hereunder, Executive shall not be engaged in or provide services to any other business or enterprise (whether engaged in for profit or not) which materially interferes or conflicts with his obligations to the Successor Company or the Bank under this Agreement without the prior written consent of the applicable Board. During the Term, Executive shall serve as a member of each of the Boards (subject to Executive's nomination and election as a member for subsequent terms) without additional compensation.

(c) Location. The principal place of employment of Executive shall be the Bank's executive offices in Houston, Texas, subject to reasonable travel on the business of the Successor Company or the Bank.

3. Compensation and Benefits. For the avoidance of doubt, the compensation provided under this Section 3 shall be in consideration for all services rendered by Executive to the Successor Company or the Bank during the Term.

(a) Base Salary. During the Term, the Bank shall pay to Executive a base salary at the rate of \$645,000.00 per year (the "**Base Salary**"), less applicable withholdings, payable in approximately equal bi-weekly or other installments (no less frequently than monthly) as are or become customary under the Bank's payroll practices for its other senior executive officers from time to time. The Successor Company Board shall review the Base Salary at least annually and may increase, but not decrease, the Base Salary based on such review.

(b) Retirement Plans. During the Term, Executive shall be entitled to participate in any retirement plans available to other senior executive officers of the Bank similarly situated to Executive, and on a basis not less favorable than that provided to such senior executive officers, subject to eligibility requirements and terms and conditions of each such plan, provided that nothing herein shall limit the ability of the Bank to amend, modify or terminate any such plans at any time and from time to time in accordance with their terms and applicable law.

(c) Incentive Plans. During the Term, Executive shall be entitled to participate in any incentive plans available to other senior executive officers of the Bank similarly situated to Executive, and, subject to eligibility requirements and terms and conditions of each such plan, provided that nothing herein shall limit the ability of the Successor Company or the Bank to amend, modify or terminate any such plans at any time and from time to time (except as set forth below). Without limiting the foregoing:

(i) Annual Bonus.

(A) From and after the Effective Time, for each calendar year during the Term, Executive shall be eligible for an annual incentive bonus (the “**Incentive Bonus**”) in the target amount of 85% of Executive’s Base Salary in effect as of March 1 of such calendar year (the “**Bonus Target**”), based upon the achievement of the Successor Company, Bank and/or Executive performance goals, criteria, and/or targets for such calendar year, as determined by the Successor Company Board. With respect to the calendar year in which the Effective Time occurs, for the portion of such calendar year that follows and includes the Effective Time, the Incentive Bonus for such period shall be determined based on the Base Salary set forth in Section 3(a) of this Agreement and shall be equal to the Bonus Target prorated for such portion of the calendar year following the Effective Time. Nothing in this Section 3(c)(i), nor anything else in this Agreement, entitles or shall be interpreted to entitle Executive to any guaranteed minimum Incentive Bonus at any time during the Term and, unless otherwise provided in Section 5(a) or Section 5(b), Executive’s receipt of an Incentive Bonus is expressly contingent upon Executive being actively employed by the Bank through the date that any such Incentive Bonus is actually paid to Executive. All determinations with respect to any Incentive Bonus, including whether applicable Successor Company, Bank and/or Executive performance goals, criteria, and/or targets have been met, shall be made by the Successor Company Board in its sole and reasonable discretion, and shall be final, conclusive, and binding on all parties. Any Incentive Bonus earned shall be payable in cash no later than March 15 of the year following the year in which the bonus is earned in accordance with the Bank’s normal practices for the payment of annual short-term incentives.

(B) With respect to the portion of the calendar year that precedes the Effective Time, Executive’s cash incentive bonus for such period (the “**Pre-Merger Incentive Bonus**”) shall be determined in accordance with terms of the Company’s and/or the Bank’s cash incentive program(s) in effect for the portion of the calendar year before the Effective Time, but prorated for the portion of the calendar year preceding the Effective Time. All determinations with respect to the Pre-Merger Incentive Bonus, including whether applicable Company, Bank and/or Executive performance goals, criteria, and/or targets have been met, shall be made by the Successor Company Board in its sole and reasonable discretion, and shall be final, conclusive, and binding on all parties. The Pre-Merger Incentive Bonus, if earned, shall be payable in cash as soon as practicable following the Effective Time.

(ii) Stock-Based Awards. During the Term, Executive shall be eligible to participate in the stock award incentive plan of the Successor Corporation as in effect at the applicable time, as the same may be amended or superseded from time to time (the “**Equity Plan**”). With respect to each calendar year during the Term that begins after the Effective Time, Executive shall be entitled to receive stock-based awards under the Equity Plan with a grant date fair market value (as determined in accordance with the Successor Corporation’s customary equity award valuation method) of no less than 125% of Executive’s Base Salary in effect as of March 1 of such calendar year. All such stock-based awards shall be subject to the terms of the Equity Plan and such other terms and conditions (including service and/or performance vesting conditions, which shall be substantially similar to the conditions that apply to other senior executives) as may be approved by the administrator of the Equity Plan in its sole discretion and set forth in the award agreement evidencing the stock-based awards.

(iii) Closing Date Equity Award. In consideration for Executive’s execution of this Agreement, including, but not limited to the promises made by Executive in Section 6 of this Agreement, subject to approval as set forth in the terms of the Equity Plan, in accordance with the terms of thereof, the Bank shall cause to be granted to Executive, on a date (the “**Grant Date**”) that is within 35 days of the Commencement Date, an equity award having a target value of \$550,000.00 (the “**Target Value**”). The equity award will be comprised of a mix of 50% time-based restricted stock (the “**Restricted Stock Award**”) and 50% performance-based restricted stock (the “**Performance Share Award**”). The number of shares covered by the Restricted Stock Award and the target number of shares covered by the Performance Share Award will each be determined by dividing 50% of the Target Value by the Conversion Price. The “**Conversion Price**” shall be equal to  $A*B$ , where “A” is the average closing price of CBTX common stock for the twenty (20) trading day period immediately preceding the Commencement Date, and “B” is equal to lesser of (A) 1.00 or (B) 1.00 minus the excess (if any) of (x) the TSR Performance of CBTX over (y) the TSR Performance of the S&P Smallcap Bank Index as of the last day of the Performance Period. “TSR Performance” is determined by dividing (i) the sum of the cumulative amount of a company’s dividends for the Performance Period (assuming same-day reinvestment into the company’s common stock on the ex-dividend date) and the share price of the company at the end of the Performance Period minus the share price at the beginning of the Performance Period by (ii) the share price at the beginning of the Performance Period. The “Performance Period” is the period that began on November 4, 2021 and ends on the date that is 20 trading days immediately preceding the Commencement Date. The number of shares covered by the Restricted Stock Award and the Performance Share Award after application of the forgoing conversion formula shall be subject to any rounding with respect to fractional shares pursuant to the Equity Plan. The terms and conditions of the Restricted Stock Award and the Performance Share Award shall include, but not be limited to, the terms and conditions specified in Exhibit A.

Executive acknowledges that this Agreement does not represent the grant of the Restricted Stock Award or the Performance Share Award or grant any rights or entitlements as an equity holder in Company or affiliate thereof. The Restricted Stock Award and the Performance Share Award will be granted, subject to the terms and conditions of this Agreement, on the Grant Date pursuant to and be subject to the terms and conditions, including with respect to vesting and forfeiture, of the Equity Plan and of the award agreements evidencing the Restricted Stock Award and the Performance Share Award. If Executive’s employment with the Bank terminates for any reason prior to the Grant Date, the Restricted Stock Award and the Performance Share Award will not be granted.

(d) Welfare Benefit Plans. During the Term, Executive and Executive’s eligible dependents shall be eligible for participation in the welfare benefit plans, practices, policies and programs provided by the Bank, if any, to the extent available to other senior executive officers of the Bank similarly situated to Executive and on a basis not less favorable than that provided to such senior executive officers and their eligible dependents, and subject to eligibility requirements and terms and conditions of each such plan; *provided, however*, that nothing herein shall limit the ability of the Bank to amend, modify or terminate any such benefit plans, policies or programs at any time and from time to time in accordance with their terms and applicable law.

(e) Company Automobile. During the Term, Executive shall be entitled to the exclusive use of a company automobile of a type and quality mutually agreed upon by the Bank and Executive and substantially comparable to that furnished to Executive as of the date of this Agreement. The Bank shall make a new automobile available for the use of Executive no less frequently than every three (3) years. All reasonable expenses of maintenance, operation and insurance shall be paid by the Bank or reimbursed by the Bank to Executive. Upon termination of Executive's employment hereunder for any reason, Executive shall return the company automobile in good working order to the Bank. Executive's personal use of the company automobile shall be subject to taxation, as required by applicable law.

(f) Expenses. During the Term, and subject to Section 12 hereof, Executive shall be entitled to receive reimbursement for all reasonable expenses incurred by Executive in the course of performing his duties and responsibilities under this Agreement, including without limitation travel, entertainment and other business expenses, in accordance with the policies, practices and procedures of the Bank to the extent available to other senior executive officers of the Bank similarly situated to Executive and on terms no less favorable than those applicable to other senior executive officers.

(g) Vacation; Paid Time-Off. During the Term, Executive shall be entitled to six (6) weeks of paid vacation days per calendar year (prorated for partial years) to be used in accordance with the Bank's vacation policies, as in effect from time to time. Executive shall receive other paid time-off in accordance with the Bank's policies for senior executive officers as such policies may exist from time to time.

(h) Supplemental Executive Retirement Plan. Reference is hereby made to Executive's 2017 Salary Continuation Agreement dated as of October 28, 2017 (the "**SERP**"). Executive acknowledges and agrees that no further benefit accruals shall be made under the SERP from and after the Merger Effective Time, and the SERP will terminate at the Merger Effective Time. The Bank agrees to honor and perform its obligations to Executive under the SERP in accordance with the terms of the SERP (as the same may be amended from time to time).

(i) Bonus Holdback Amounts. As soon as practicable following the Effective Time, the Bank shall pay Executive a lump sum cash amount equal to the amount credited immediately prior to the Effective Time in respect of Executive's unfunded bonus holdback arrangement with the Bank (the "**Holdback Bonus Arrangement**"). Such payment shall be subject to applicable withholdings.

(j) Change in Control Severance Plan. In connection with and conditioned upon the Merger, the Company will assume sponsorship of the Allegiance Bancshares, Inc. Change in Control Severance Plan dated January 30, 2020, as amended from time to time (the "**CIC Plan**"). If Executive is employed by the Bank immediately prior to the Effective Time, the Bank shall cause the Company to take all actions necessary and appropriate (including obtaining any required consents and adopting any required plan amendments) to (A) cause Executive to become a participant in CIC Plan effective as the Effective Time with a "Severance Multiplier" (as defined in the CIC Plan) of no less than 3.0 and severance benefits at least equal to the severance benefits provided to similarly situated senior executive officers of Allegiance who participate in the CIC Plan immediately prior to the Effective Time, and (B) provide that an "Effective Period" (as defined in the CIC Plan) shall apply with respect to Executive for the 18-month period following the Effective Time. During the Term, (x) Executive shall remain eligible to participate in the CIC Plan and (y) the CIC Plan shall not be terminated or otherwise be amended in a manner that is materially adverse to Executive. If the Company is unable for any reason to provide for Executive's participation in the CIC Plan as contemplated by this Section 3(h), the Company and Executive shall promptly and in good faith negotiate an amendment to this Agreement to provide for severance benefits at least equal to the severance benefits that Executive would have been entitled to receive had Executive been a participant in the CIC Plan on the date of this Agreement with a "Severance Multiplier" of 3.0.

4. Termination of Employment. Executive's employment hereunder will terminate as provided in this Section 4.

(a) Death or Disability. Executive's employment shall terminate automatically upon Executive's death. If the Bank determines in good faith that a Disability of Executive has occurred during the Term, the Bank may give to Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Bank shall terminate effective on the 30th day after receipt of such written notice by Executive, *provided that*, within the thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(b) Termination by Bank. The Bank may terminate Executive's employment during the Term, with or without Cause, immediately on written notice to Executive if with Cause or after thirty (30) days' written notice if without Cause.

(c) Termination by Executive. Executive's employment may be terminated by Executive for any reason or no reason by delivering a Notice of Termination to the Company and the Bank at least thirty (30) days prior to the desired date of termination for Executive (with the thirty (30) day period to be referred to as the "**Notice Period**"). During the Notice Period, and at the sole discretion of the Bank, Executive may be relieved of all duties or prohibited from physically working at the Bank's offices so long as Executive continues to be paid his Base Salary and receive any other amounts owed under this Agreement during such Notice Period.

(d) Bank Non-Renewal Termination. If the Bank provides Executive with written notice of the Bank's non-renewal of the Agreement in accordance with Section 1(a), then this Agreement and Executive's employment hereunder will terminate on the last day of then-current Initial Term or Renewal Term, as applicable, subject to earlier termination as provided in Section 4(a), (b) or (c).

(e) Executive Non-Renewal Termination. If Executive provides the Bank with written notice of Executive's non-renewal of the Agreement in accordance with Section 1(a), then this Agreement and Executive's employment hereunder will terminate on the last day of then-current Initial Term or Renewal Term, as applicable, subject to earlier termination as provided in Section 4(a), (b) or (c).

(f) Notice of Termination. Any termination by the Bank with or without Cause and any termination by Executive for any reason or no reason shall be communicated by Notice of Termination to the other party hereto. The failure by the Bank to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Bank hereunder or preclude the Bank from asserting such fact or circumstance in enforcing the Bank's rights hereunder.

5. Obligations of the Bank upon Termination. On termination of Executive's employment during the Term, Executive shall be entitled to the compensation and benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Company, the Bank, the Successor Company, or any their affiliates.

(a) Accrued Compensation. If Executive's employment with the Bank terminates for any reason, the Bank shall pay or provide to Executive the following:

(i) Executive's earned but unpaid Base Salary through the Executive's Date of Termination, which for the avoidance of doubt, does not include the yet to be earned Base Salary that Executive would have earned had his employment not terminated prior to the expiration of the Initial Term or Renewal Term, as applicable;

(ii) Payment for any accrued but unused vacation or paid time-off as of the Executive's Date of Termination, to the extent payment is required under the Bank's vacation or paid time-off policies;

(iii) Any earned but unpaid Incentive Bonus, incentive or other cash bonuses for any prior period which remain unpaid as of the Executive's Date of Termination;

(iv) Any reimbursements for expenses incurred but not yet paid as of the Executive's Date of Termination; and

(v) Any other amounts or benefits required to be paid or provided or which Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company or the Bank and in accordance with the terms thereof, including, but not limited to, any amounts payable under the SERP, any deferred compensation arrangements or agreements between Executive and the Company or the Bank, or other benefit plans, in accordance with the terms of such plans, programs or policies. In the event of Executive's death, the Accrued Compensation shall be paid to Executive's estate.

The payments and benefits in this Section 5(a) are referred to, collectively, as the "**Accrued Compensation**". Payment of the amounts in clauses (i) through (iii) shall be made in a single lump sum payment within 10 business days following the Executive's Date of Termination (or such earlier date as required by applicable law). Payment of any amounts payable under clause (iv) shall be paid in accordance with the Bank's expense reimbursement policies. Payments or benefits under clause (v) shall be paid or provided in accordance with the terms of the applicable plan, program, policy or practice or contract or agreement.

(b) Regular Severance Benefits. If during the Term, (w) the Bank terminates Executive's employment other than for Cause, (x) Executive's employment terminates by reason of his Resignation for Good Reason, (y) Executive's employment with the Bank terminates due to Executive's death or Disability, or (z) Executive's employment with the Bank terminates pursuant to Section 4(d), in each case of clauses (w), (x) and (z) at a time that Executive is otherwise willing and able to continue in employment, then, in addition to the Accrued Compensation, Executive shall, subject to Section 5(b)(v) and Section 12 below, be entitled to receive the payments and benefits set forth in this Section 5(b), which shall be paid to Executive as follows:

(i) The Bank shall pay Executive an amount (the "**Pro Rata Bonus**") equal to the product of (A) the Incentive Bonus, if any, that Executive would have earned for the calendar year in which the Executive's Date of Termination occurs based on achievement, through the Executive's Date of Termination, of the applicable performance goals for such year as determined by the Bank and (B) a fraction, the numerator of which is the number of days the Executive was employed by the Bank during the year of termination and the denominator of which is the number of days in such year, in a lump sum in cash payable within sixty (60) days following the Executive's Date of Termination, provided, that if such sixty (60) day period begins in one taxable year and ends in the subsequent taxable year, then such payment shall not occur before the first day in the second of such two taxable years.

(ii) The Bank shall pay Executive in a lump sum in cash in the amount (the “**Severance Amount**”) of the greater of (A) \$1,500,000.00 or (B) the product of (I) two, multiplied by (II) Executive’s then-current Base Salary. The Severance Amount shall be payable within sixty (60) days following the Executive’s Date of Termination, provided, that if such sixty (60) day period begins in one taxable year and ends in the subsequent taxable year, then such payment shall not occur before the first day in the second of such two taxable years.

(iii) The Bank shall pay Executive a lump sum in cash in the amount of the product of (A) eighteen (18), multiplied by (B) the full monthly cost of premiums Executive would pay in the first calendar month immediately following the calendar month that includes the Executive’s Date of Termination if Executive timely elected to continue coverage at the level in effect immediately prior to the Executive’s Date of Termination in any Bank group medical, dental, vision or prescription drug plans in which Executive or Executive’s eligible dependents are entitled to continue participation under Section 4980B of the Code or other similar applicable law (the “**Health Coverage Benefit**”), payable within sixty (60) days following the Executive’s Date of Termination, provided, that if such sixty (60) day period begins in one taxable year and ends in the subsequent taxable year, then such payment shall not occur before the first day in the second of such two taxable years.

(iv) Executive will be deemed to have satisfied all service-based vesting conditions applicable to (A) the Restricted Stock Award, (B) the Performance Share Award, and (C) all other outstanding and unvested equity awards held by Executive on Executive’s Date of Termination that were granted more than one (1) year before Executive’s Date of Termination. With respect to the Performance Share Award (if applicable) and any other performance-based equity award (or portion thereof) for which the service-based vesting condition has been satisfied (or deemed satisfied by reason of this Section 5(b)(iv)) as of Executive’s Date of Termination, such award shall continue in accordance with the terms of the applicable award agreement and, for avoidance of doubt, shall vest or be forfeited in accordance with the terms of the applicable award agreement and based on actual performance for the applicable performance period. If applicable, the settlement of such performance-based equity award (or portion thereof) shall occur at such time(s) as such performance-based equity award (or portion thereof) would have been settled had Executive continued his employment with the Bank.

(v) Notwithstanding the foregoing, the Bank shall be obligated to provide the payments and benefits described in Section 5(b)(i) through (iv) only if (A) within fifty-two (52) days after the Executive’s Date of Termination Executive shall have timely executed and returned to the Bank a separation and release agreement in a customary form prescribed by the Bank (the “**Release Agreement**”) and such Release Agreement shall not have been revoked within the revocation period specified in the Release Agreement, and (B) Executive fully complies with the obligations set forth in Section 6 hereof. For the avoidance of doubt, if Executive does not comply with the obligations set forth in Section 6 hereof, then Executive shall not be entitled to the Pro Rata Bonus, Severance Amount, or Health Coverage Benefit. The Release Agreement must be executed and all revocation periods shall have expired within 60 days after the Executive’s Date of Termination; failing which all payments and benefits conditioned thereupon shall be forfeited.

(vi) If Executive’s employment with the Bank is terminated during an Effective Period as defined in the CIC Plan (as modified by this Agreement), Executive shall be eligible to receive the severance benefits described in Section 4 of the CIC Plan, pursuant to the terms and conditions of the CIC Plan. For the avoidance of doubt, as set forth in Section 4.5 of the CIC Plan, any severance benefits payable to Executive under the CIC Plan shall be reduced by and not in addition to any severance benefits payable to Executive pursuant to Section 5(b)(i), (ii) or (iii) of this Agreement.

(c) Termination for Cause; Resignation by Executive other than Resignation for Good Reason; Termination Upon Executive's Non-Renewal. If, during the Term, Executive's employment is terminated by the Bank for Cause or by Executive other than by reason of a Resignation for Good Reason, or if Executive's employment terminates pursuant to Section 4(c), then the Bank shall have no further obligations to Executive or Executive's legal representatives under this Agreement, other than for payment of the Accrued Compensation.

(d) Resignations. Termination of Executive's employment for any reason whatsoever shall constitute Executive's resignation from the Boards and the boards of directors of any subsidiary on which he serves, if any, and resignation as an officer of the Bank, the Successor Company and of any of the subsidiaries for which he serves as an officer.

6. Restrictive Covenants. For purposes of this Section 6 and the Definitions in Section 7 that are used in this Section 6, references to the "**Bank**" shall include the Bank, the Company, Allegiance, Allegiance Bank, and their affiliates. For the avoidance of doubt, the Restrictive Covenants contained in this Section 6, as well as any other provisions of this Agreement necessary to interpret or enforce the Restrictive Covenants, shall survive termination of this Agreement at any time or termination of Executive's employment for any reason, and shall continue to be in full force and effect in accordance with their terms.

(a) Acknowledgments.

(i) Access to Confidential Information, Relationships, and Goodwill. Executive acknowledges and agrees that he is being provided and entrusted with Confidential Information (as that term is defined below), including highly confidential customer information that is subject to extensive measures to maintain its secrecy within the Bank, is not known in the trade or disclosed to the public, and would materially harm the Bank's legitimate business interests if it was disclosed or used in violation of this Agreement. Executive also acknowledges and agrees that he is being provided and entrusted with access to the Bank's customer and employee relationships and goodwill. Executive further acknowledges and agrees that the Bank would not provide access to the Confidential Information, customer and employee relationships, and goodwill in the absence of Executive's execution of and compliance with this Agreement. Executive further acknowledges and agrees that the Bank's Confidential Information, customer and employee relationships, and goodwill are valuable assets of the Bank and are legitimate business interests that are properly subject to protection through the covenants contained in this Agreement.

(ii) Potential Unfair Competition. Executive acknowledges and agrees that as a result of his employment with the Successor Company and the Bank, his knowledge of and access to Confidential Information, and his relationships with the Bank's customers and employees, Executive would have an unfair competitive advantage if Executive were to engage in activities in violation of this Agreement.

(iii) No Undue Hardship. Executive acknowledges and agrees that, in the event that his employment with the Successor Company and the Bank terminates, he possesses marketable skills and abilities that will enable him to find suitable employment without violating the covenants set forth in this Agreement.

(iv) Voluntary Execution. Executive acknowledges and affirms that he is executing this Agreement voluntarily, that he has read this Agreement carefully and had a full and reasonable opportunity to consider this Agreement (including an opportunity to consult with legal counsel), and that he has not been pressured or in any way coerced, threatened or intimidated into signing this Agreement.



(b) Restriction on Disclosure and Use of Confidential Information. Executive agrees that Executive shall not, directly or indirectly, use any Confidential Information on Executive's own behalf or on behalf of any Person other than the Bank, or reveal, divulge, or disclose any Confidential Information to any Person not expressly authorized by the Bank to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Executive further agrees that he shall fully cooperate with the Bank in maintaining the Confidential Information to the extent permitted by law. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either the Bank's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Executive shall not be restricted from disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, Executive shall provide the Bank with prompt notice of such requirement so that the Bank may seek an appropriate protective order prior to any such required disclosure by Executive. Executive understands and acknowledges that nothing in this Section 6 limits his ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agencies in connection with any charge or complaint, whether filed by Executive, on Executive's behalf, or by any other individual.

(c) Non-Competition. Executive agrees that, during the Restricted Non-Compete Period, he will not, without prior written consent of the Bank, directly or indirectly (i) carry on or engage in Competitive Services within the Restricted Territory on his own or on behalf of any Person or any Principal or Representative of any Person, or (ii) own, manage, operate, join, control or participate in the ownership, management, operation or control, of any business, whether in corporate, proprietorship or partnership form or otherwise, where such business is engaged in the provision of Competitive Services within the Restricted Territory; *provided, however,* that nothing herein shall prohibit Executive from being a passive owner of not more than five percent (5%) of the outstanding securities of any publicly traded company engaged in the Competitive Services, so long as Executive does not serve on the board of directors of such company, does not engage in the management of such company and has no active participation in the Competitive Services of such company. Notwithstanding the foregoing, Executive shall not be subject to the non-competition restrictions set forth in this Section in the event Executive's employment terminates due to Executive's death.

(d) Non-Solicitation of Protected Customers. Executive agrees that, during the Restricted Non-Solicit Period, he shall not, without the prior written consent of the Bank, directly or indirectly, on his own behalf or as a Principal or Representative of any Person, solicit, divert, service take away, or attempt to solicit, divert, service or take away a Protected Customer for the purpose of engaging in, providing, or selling Competitive Services. Notwithstanding the foregoing, Executive shall not be subject to the non-solicitation restrictions set forth in this Section in the event Executive's employment terminates, at any time, due to Executive's death.

(e) Non-Recruitment of Employees. Executive agrees that during the Restricted Non-Solicit Period, he shall not, without the prior written consent of the Bank, directly or indirectly, whether on his own behalf or as a Principal or Representative of any Person, call on, solicit or induce any employee of the Bank whom Employee had contact with, knowledge of, or association with in the course of employment with the Bank to terminate employment from the Bank, or hire or retain any former employee of the Bank whom Employee had contact with, knowledge of, or association with in the course of employment with the Bank and whose employment with the Bank terminated in the three-month period immediately preceding such hiring or retention. Notwithstanding the foregoing, Executive shall not be subject to the non-recruitment restrictions set forth in this Section in the event Executive's employment terminates at any time due to Executive's death or Disability.

(f) Proprietary Rights.

(i) Ownership and Assignment of Protected Works. Executive agrees that any and all Confidential Information and Protected Works are the sole property of the Bank, and that no compensation in addition to Executive's base salary is due to Executive for development or transfer of such Protected Works. Executive agrees that he shall promptly disclose in writing to the Bank the existence of any Protected Works. Executive hereby assigns and agrees to assign all of his rights, title and interest in any and all Protected Works, including all patents or patent applications, and all copyrights therein, to the Bank. Executive shall not be entitled to use Protected Works for his own benefit or the benefit of anyone except the Bank without written permission from the Bank and then only subject to the terms of such permission. Executive further agrees that he will communicate to the Bank any facts known to him and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, execute all divisionals, continuations, continuations-in-part, foreign counterparts, or reissue applications, all assignments, all registration applications, and all other instruments or papers to carry into full force and effect the assignment, transfer, and conveyance hereby made or to be made and generally do everything possible for title to the Protected Works and all patents or copyrights or trademarks or service marks therein to be clearly and exclusively held by the Bank. Executive agrees that he will not oppose or object in any way to applications for registration of Protected Works by the Bank or others designated by the Bank. Executive agrees to exercise reasonable care to avoid making Protected Works available to any third party and shall be liable to the Bank for all damages and expenses, including reasonable attorneys' fees, if Protected Works are made available to third parties by him without the express written consent of the Bank.

Anything herein to the contrary notwithstanding, Executive will not be obligated to assign to the Bank any Protected Work for which no equipment, supplies, facilities, or Confidential Information of the Bank was used and which was developed entirely on Executive's own time, unless (A) the invention relates (1) directly to the business of the Bank, or (2) to the Bank's actual or demonstrably anticipated research or development; or (B) the invention results from any work performed by Executive for the Bank. Executive likewise will not be obligated to assign to the Bank any Protected Work that is conceived by Executive after Executive leaves the employ of the Successor Company and the Bank, except that Executive is so obligated if the same relates to or is based on Confidential Information to which Executive had access by virtue of his employment with the Successor Company and the Bank. Similarly, Executive will not be obligated to assign any Protected Work to the Bank that was conceived and reduced to practice prior to his employment, regardless of whether such Protected Work relates to or would be useful in the business of the Bank. Executive acknowledges and agrees that there are no Protected Works conceived and reduced to practice by him prior to his employment with the Successor Company and the Bank.

(ii) No Other Duties. Executive acknowledges and agrees that there is no other contract or duty on his part now in existence to assign Protected Works to anyone other than the Bank.

(iii) Works Made for Hire. The Bank and Executive acknowledge that in the course of his employment with the Successor Company and the Bank, Executive may from time to time create for the Bank copyrightable works. Such works may consist of manuals, pamphlets, instructional materials, computer programs, software, software integration techniques, software codes, and data, technical data, photographs, drawings, logos, designs, artwork or other copyrightable material, or portions thereof, and may be created within or without the Bank's facilities and before, during or after normal business hours. All such works related to or useful in the business of the Bank are specifically intended to be works made for hire by Executive, and Executive shall cooperate with the Bank in the protection of the Bank's copyrights in such works and, to the extent deemed desirable by the Bank, the registration of such copyrights.

(g) Return of Materials. Executive agrees that he will not retain or destroy (except as set forth below), and will immediately return to the Bank on or prior to the Executive's Date of Termination, or at any other time the Bank requests such return, any and all property of the Bank that is in his possession or subject to his control, including, but not limited to, keys, credit and identification cards, personal items or equipment, customer files and information, papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs, tapes, keys, access cards, credit cards, identification cards, computers, mobile devices, other electronic media, all other files and documents relating to the Bank and its business (regardless of form, but specifically including all electronic files and data of the Bank), together with all Protected Works and Confidential Information belonging to the Bank or that Executive received from or through his employment with the Bank. Executive will not make, distribute, or retain copies of any such information or property.

(h) Enforcement of Restrictive Covenants. For the avoidance of doubt, nothing in this Section 6(h) limits the remedies available to the Bank under Section 13 hereof.

(i) Rights and Remedies Upon Breach. The parties specifically acknowledge and agree that the remedy at law for any breach of the Restrictive Covenants will be inadequate, and that in the event Executive breaches any of the Restrictive Covenants, the Bank shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, Executive from violating the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach of the Restrictive Covenants would cause irreparable injury to the Bank and that money damages would not provide an adequate remedy to the Bank. Executive understands and agrees that if he violates any of the obligations set forth in the Restrictive Covenants, the Restricted Non-Compete Period and Restricted Non-Solicit Period, as applicable, shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the Restricted Non-Compete Period and Restricted Non-Solicit Period, as applicable. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Bank at law or in equity. The Bank's ability to enforce its rights under the Restrictive Covenants or applicable law against Executive shall not be impaired in any way by the existence of a claim or cause of action on the part of Executive based on, or arising out of, this Agreement or any other event or transaction.

(ii) Severability and Modification of Covenants. Executive acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants, or any other provision of this Section 6, be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Bank's legitimate business interests and may be enforced by the Bank to that extent in the manner described above and all other provisions of this Agreement shall be valid and enforceable.

(i) Existing Covenants. Executive represents and warrants that his employment with Bank does not and will not breach any agreement that Executive has with any former employer to keep in confidence proprietary or confidential information or not to compete with any such former employer. Executive will not disclose to the Bank or use on its behalf any proprietary or confidential information of any other party required to be kept confidential by Executive.

(j) Disclosure of Agreement. Executive acknowledges and agrees that, during the Restricted Non-Compete Period and Restricted Non-Solicit Period, as applicable, he will disclose the existence and terms of this Agreement to any prospective employer, business partner, investor or lender within the Restricted Territory prior to entering into an employment, partnership or other business relationship with such prospective employer, business partner, investor or lender. Executive further agrees that the Bank shall have the right to make any such prospective employer, business partner, investor or lender of Executive within the Restricted Territory aware of the existence and terms of this Agreement.

(k) Immunity Notice And Lawful Communications. Notwithstanding any other provision of this Agreement: (i) Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that (A) is made (I) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (II) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding, and (ii) if Executive files a lawsuit for retaliation, Executive may disclose the Bank's trade secrets to his attorney and use the trade secret information in the court proceeding if Executive (X) files any document containing the trade secret under seal, and (Y) does not disclose the trade secret, except pursuant to court order.

Nothing in this Agreement prevents Executive from testifying at a hearing, deposition, or in court in response to a lawful subpoena. Likewise, nothing in this Agreement, limits Executive's ability to communicate with government agencies, including, but not limited to, the Equal Employment Opportunity Commission ("**EEOC**"), the Securities and Exchange Commission ("**SEC**"), the United States Department of Justice, Congress, any agency Inspector General or any other federal, state or local governmental agency commission ("**Government Agencies**") or otherwise participate in any investigation or proceeding that may be conducted by any Governmental Agency, including providing documents or other information, without notice to the Bank.

7. Definitions. The following capitalized terms used in this Agreement shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

(a) "**Cause**" means a determination by the Bank Board after the process described below that any of the following has occurred:

(i) Executive's failure to follow the reasonable directions of the Successor Company Board or the Bank Board and the failure to cure such failure to the satisfaction of the applicable Board within thirty (30) days after receipt of written notice from the applicable Board specifying the particulars of the failure;

(ii) Executive's willful violation of any laws, rules or regulations applicable to banks or the banking industry generally (including but not limited to the regulations of the Board of Governors of the Federal Reserve, the Federal Deposit Insurance Corporation (the "**FDIC**"), the Texas Department of Banking, or any other applicable regulatory authority);

(iii) Executive's material failure to comply with the Successor Company's or the Bank's policies or guidelines of employment or corporate governance policies or guidelines, including, without limitation, any business code of ethics adopted by the Successor Company or the Bank, provided Executive has been notified of or is aware of such policies or guidelines and that in any such case, if capable of being cured, is not cured by Executive within thirty (30) days of written notice by the Successor Company Board or the Bank Board (as applicable) of the material failure

(iv) any act of fraud, misappropriation or embezzlement by Executive committed in connection with the business of the Successor Company or the Bank which results or is likely to result in any material harm to the Successor Company or the Bank;

(v) a material breach of this Agreement, including, without limitation, a breach of Section 6 hereof, that, if such material breach is capable of being cured, is not cured by Executive within thirty (30) days of written notice by the Successor Company Board or the Bank Board of the breach; or

(vi) Executive's conviction of, or Executive's pleading guilty or nolo contendere to, a felony or a crime involving moral turpitude (including pleading guilty or nolo contendere to a felony or lesser charge which results from plea bargaining), whether or not such felony, crime or lesser offense is connected with the business of the Successor Company or the Bank, if such results or is likely to result in any material harm to the Successor Company or the Bank, including the reputation of the Successor Company or the Bank.

(b) "**Code**" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(c) "**Competitive Services**" means: (i) engaging in any business conducted by the Bank related to community banking and/or financial activities in which the Bank is doing business, has plans to engage in business, or has engaged in business in the preceding 12-month period, and which are similar to the job, tasks, functions and responsibilities Executive performed or provided for the Bank; or (ii) rendering advice or services to, or otherwise assisting, any other person, association or entity in the business of (i) above if such advice, services, or assistance is related to the business of (i) above. For purposes of this definition of Competitive Services, references to the "Bank" shall include the Bank, the Successor Company, Allegiance, Allegiance Bank, and their affiliates.

(d) "**Confidential Information**" means any and all data and information relating to the Bank, its activities, business, or clients that (i) is disclosed to Executive or of which Executive becomes aware as a consequence of his employment with the Bank; (ii) has value to the Bank; and (iii) is not generally known outside of the Bank. "Confidential Information" shall include, but is not limited to the following types of information regarding, related to, or concerning the Bank: trade secrets (as defined by Texas Uniform Trade Secrets Act); financial plans and data; management planning information; business plans; operational methods; market studies; marketing plans or strategies; pricing information; product development techniques or plans; customer lists; customer files, data and financial information; details of customer contracts; current and anticipated customer requirements; identifying and other information pertaining to business referral sources; past, current and planned research and development; computer aided systems, software, strategies and programs; business acquisition plans; management organization and related information (including, without limitation, data and other information concerning the compensation and benefits paid to officers, directors, employees and management); personnel and compensation policies; new personnel acquisition plans; and other similar information. "Confidential Information" also includes combinations of information or materials which individually may be generally known outside of the Bank, but for which the nature, method, or procedure for combining such information or materials is not generally known outside of the Bank. In addition to data and information relating to the Bank, "Confidential Information" also includes any and all data and information relating to or concerning a third party that otherwise meets the definition set forth above, that was provided or made available to the Bank by such third party, and that the Bank has a duty or obligation to keep confidential. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law. "Confidential Information" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Bank. For purposes of this definition of Confidential Information, references to the "Bank" shall include the Bank, the Successor Company, Allegiance, Allegiance Bank, and their affiliates.

(e) “**Disability**” shall mean a condition for which benefits are payable to Executive under any long-term disability insurance coverage then provided to Executive by the Successor Company or the Bank; or, if no such coverage is then being provided, the inability of Executive, as reasonably determined by the Successor Company or the Bank, to perform the essential functions of his regular duties and responsibilities, with or without reasonable accommodation, due to a medically determinable physical or mental illness which has lasted (or can reasonably be expected to last) for (A) 120 days out of any 300-day period or (B) a period of 100 consecutive days. At the request of Executive or his personal representative, the determination by the Successor Company or the Bank that the Disability of Executive has occurred shall be certified by a physician mutually agreed upon by Executive, or his personal representative, and the Successor Company or the Bank.

(f) “**Executive’s Date of Termination**” means Executive’s last day of employment with the Bank.

(g) “**Material Contact**” means contact between Executive and a customer or potential customer of the Bank during the last year of Executive’s employment with the Bank (i) with whom or which Executive has or had dealings on behalf of the Bank; (ii) whose dealings with the Bank are or were coordinated or supervised by Executive; (iii) about whom Executive obtains Confidential Information in the ordinary course of business as a result of his employment with the Bank; or (iv) who receives products or services of the Bank, the sale or provision of which results or resulted in compensation, commissions, or earnings for Executive within the two (2) years prior to Executive’s Date of Termination. For purposes of this definition of Material Contact, references to the “Bank” shall include the Bank, the Successor Company, Allegiance, Allegiance Bank, and their affiliates.

(h) “**Notice of Termination**” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, generally identifies the basis for termination of Executive’s employment under the provision so indicated, and (iii) specifies the Executive’s Date of Termination.

(i) “**Person**” means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

(j) “**Principal or Representative**” means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

(k) “**Protected Customer**” means any Person to whom the Bank has sold its products or services or actively solicited to sell its products or services, and with whom Executive has had Material Contact on behalf of the Bank during his employment with the Bank. For purposes of this definition of Protected Customer, references to the “Bank” shall include the Bank, the Company, Allegiance, Allegiance Bank, and their affiliates.

(l) “**Protected Work**” means any and all ideas, inventions, formulas, Confidential Information, source codes, object codes, techniques, processes, concepts, systems, programs, software, software integration techniques, hardware systems, schematics, flow charts, computer data bases, client lists, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, designs, drawings, technical data or training materials, including improvements thereto or derivatives therefrom, whether or not patentable, and whether or not subject to copyright or trademark or trade secret protection, conceived, developed or produced by Executive, or by others working with Executive or under his direction, during the period of his employment, or conceived, produced or used or intended for use by or on behalf of the Bank or its customers. For purposes of this definition of Protected Work, references to the “Bank” shall include Bank, the Company, Allegiance, Allegiance Bank, and their affiliates.

(m) “**Resignation for Good Reason**” means Executive’s termination of his employment with the Bank after (without Executive’s written consent) any of the following events occurring on or after the Commencement Date:

- (i) a material and adverse change in Executive’s title, authority, reporting relationship(s), or responsibilities;
- (ii) a material reduction in Executive’s base salary as in effect on the date of this Agreement;
- (iii) any assignment of duties that are materially inconsistent with and adverse to Executive’s position or that are materially and adversely inconsistent with Executive’s position and duties described in this Agreement;
- (iv) a material breach of a material provision of this Agreement by the Bank; or
- (v) the relocation of Executive to any principal place of employment other than the Houston, Texas metropolitan area, provided, however, this subsection (iv) shall not apply in the case of business travel which requires Executive to relocate temporarily for periods of ninety (90) days or less.

A termination by Executive shall not constitute Resignation for Good Reason unless (i) Executive shall first have delivered to the Bank written notice setting forth with specificity the occurrence deemed to give rise to a right to a Resignation for Good Reason (which notice must be given no later than ninety (90) days after the initial occurrence of such event) (the “**Material Breach Notice**”), (ii) the Bank has not corrected, rescinded or reversed, in all material respects, the circumstances giving rise to the Resignation for Good Reason (as identified by Executive in the Material Breach Notice) within thirty (30) days following its receipt of such Material Breach Notice, and (iii) Executive terminates employment within one hundred thirty (130) days after the initial occurrence of such occurrence supporting Resignation for Good Reason. For purposes of a Resignation for Good Reason, Executive’s required Notice Period pursuant to Section 4(c) hereof shall be ten (10) days.

(n) **“Restricted Non-Compete Period”** means any time from the Commencement Date of this Agreement through the date that is two (2) years after Executive’s Date of Termination. For purposes of this definition of Restricted Non-Compete Period, references to the “Bank” shall include the Bank, the Successor Company, Allegiance, Allegiance Bank, and their affiliates.

(o) **“Restricted Non-Solicit Period”** means any time from the Commencement Date of this Agreement through the date that is two (2) years after Executive’s Date of Termination. For purposes of this definition of Restricted Non-Compete Period, references to the “Bank” shall include the Bank, the Successor Company, Allegiance, Allegiance Bank, and their affiliates.

(p) **“Restricted Territory”** means anywhere within a fifty (50) mile radius of any Bank office, branch, loan production office, or deposit production office that existed at any time during the Restricted Non-Compete Period or exists as of the Executive’s Date of Termination. Executive may not avoid the purpose and intent of this paragraph by engaging in conduct within the restricted area from a remote location through means such as telecommunications, written correspondence, computer generated or assisted communications, or other similar methods. For purposes of this definition of Restricted Territory, references to the “Bank” shall include the Bank, the Successor Company, Allegiance, Allegiance Bank, and their affiliates.

(q) **“Restrictive Covenants”** means the restrictive covenants contained in Section 6 hereof.

8. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit Executive’s continuing or future participation in any employee benefit plan, program, policy or practice provided by Bank or its affiliated companies and for which Executive may qualify, except as specifically provided herein. Amounts that are vested benefits or which Executive is otherwise entitled to receive under any plan, policy, practice or program of the Bank or any of its affiliated companies at or subsequent to the Executive’s Date of Termination shall be payable in accordance with such plan, policy, practice or program except as explicitly modified by this Agreement.

9. **Full Settlement; No Mitigation.** The Bank’s obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Bank may have against Executive or others. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

10. **Successors.** This Agreement is personal to Executive and shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive’s legal representatives. This Agreement can be assigned by the Bank and shall be binding and inure to the benefit of the Bank and its successors and assigns.



11. Code Section 280G.

(a) Notwithstanding anything in this Agreement or any other plan or agreement to the contrary, in the event that any payment or benefit received or to be received by Executive (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, the "Total Payments") would not be deductible (in whole or in part) by the Bank or any of parent or subsidiary entity of the Bank making such payment or providing such benefit as a result of Section 280G of the Code, then, to the extent necessary to make such portion of the Total Payments deductible, the portion of the Total Payments that do not constitute deferred compensation within the meaning of Section 409A shall first be reduced (if necessary, to zero), and all other Total Payments shall thereafter be reduced (if necessary, to zero) with cash payments being reduced before non-cash payments, and payments to be paid last being reduced first, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of tax imposed by Section 4999 of the Code (and similar state and local laws) to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) Any determination required under this Section 11 shall be made in writing in good faith by an accounting firm selected in good faith by the Bank (the "**Accountants**"). The Bank and Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. For purposes of making the calculations and determinations required by this Section 11, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Bank and Executive.

12. Code Section 409A.

(a) General. This Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the Code and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (collectively, "**Section 409A**").

(b) Definitional Restrictions. Notwithstanding anything in this Agreement to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A ("**Non-Exempt Deferred Compensation**") would otherwise be payable or distributable hereunder by reason of Executive's termination of employment, such Non-Exempt Deferred Compensation will not be payable or distributable to Executive by reason of such circumstance unless the circumstances giving rise to such termination of employment meet any description or definition of "separation from service" in Section 409A. This provision does not affect the dollar amount or prohibit the vesting of any Non-Exempt Deferred Compensation upon a termination of employment, however defined.

(c) Six-Month Delay in Certain Circumstances. Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute Non-Exempt Deferred Compensation would otherwise be payable or distributable under this Agreement by reason of Executive's separation from service during a period in which he is a "specified employee" (as defined in Section 409A), then: (i) the amount of such Non-Exempt Deferred Compensation that would otherwise be payable during the six-month period immediately following Executive's separation from service will be accumulated through and paid or provided, without interest, on the first day of the seventh month following Executive's separation from service (or, if Executive dies during such period, within 30 days after Executive's death) (in either case, the "**Required Delay Period**"); and (ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period.

(d) Treatment of Installment Payments. Each payment of termination benefits under this Agreement, including but not limited to Section 5, shall be considered a separate payment, as described in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Section 409A.

(e) Timing of Reimbursements and In-Kind Benefits. If Executive is entitled to be paid or reimbursed for any taxable expenses under this Agreement, and such payments or reimbursements are includible in Executive's federal gross taxable income, the amount of such expenses reimbursable in any one calendar year shall not affect the amount reimbursable in any other calendar year, and the reimbursement of an eligible expense must be made no later than December 31 of the year after the year in which the expense was incurred. No right of Executive to reimbursement of expenses under this Agreement shall be subject to liquidation or exchange for another benefit.

(f) Permitted Acceleration. The Bank shall have the sole authority to make any accelerated distribution permissible under Treas. Reg. Section 1.409A-3(j)(4) to Executive of deferred amounts, provided that such distribution meets the requirements of Treas. Reg. Section 1.409A-3(j)(4).

13. Regulatory Action.

(a) If Executive is removed or permanently prohibited from participating in the conduct of the Bank's affairs by an order issued under Section 8(e)(4) or 8(g)(1) of the Federal Deposit Insurance Act ("**FDIA**") (12 U.S.C. 1818(e)(4) and (g)(1)), all obligations of the Bank under this Agreement shall terminate, as of the effective date of such order.

(b) If Executive is suspended or temporarily prohibited from participating in the conduct of the Bank's affairs by a notice served under Section 8(e)(3) or 8(g)(1) of the FDIA (12 U.S.C. 1818(e)(3) and (g)(1)), all obligations of the Bank under this Agreement shall be suspended as of the date of service, unless stayed by appropriate proceedings. If the charges in the notice are dismissed, the Bank shall reinstate (in whole or in part) any of its obligations which were suspended.

(c) If the Bank is in default (as defined in Section 3(x)(1) of the FDIA), all obligations under this Agreement shall terminate as of the date of default.

(d) All obligations under this Agreement shall be terminated, except to the extent a determination is made that continuation of the Agreement is necessary for the continued operation of the Bank (i) by the director of the FDIC or his or her designee (the "**Director**"), at the time the FDIC enters into an agreement to provide assistance to or on behalf of the Bank under the authority contained in 13(c) of the FDIA; or (ii) by the Director, at the time the Director approves a supervisory merger to resolve problems related to operation of the Bank when the Bank is determined by the Director to be in an unsafe and unsound condition.

14. Compensation Recoupment Policy. Any incentive compensation, including, but not limited to, cash-based and equity-based compensation, awarded to Executive by the Successor Company or the Bank shall be subject to any compensation recoupment policy that the Successor Company or the Bank may adopt from time to time that is applicable by its terms to Executive. In addition, the Compensation Committee may specify in any written documentation memorializing an incentive award that Executive's rights, payments and benefits with respect to such award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable conditions of such award. Such events may include, but shall not be limited to, (i) termination of employment for Cause, (ii) violation of material Company or Bank policies, (iii) breach of noncompetition, confidentiality or other restrictive covenants, (iv) other conduct by Executive that is detrimental to the business or reputation of the Successor Company or the Bank or any affiliate, or (v) a later determination that the amount realized from a performance-based award was based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, whether or not Executive caused or contributed to such material inaccuracy. The reduction, cancellation, forfeiture and recoupment rights associated with any equity awards or similar awards granted to Executive, if any, shall be as provided in the award certificate memorializing any such award.

15. Indemnification. The Bank shall indemnify Executive for liabilities incurred by him while acting in good faith in his capacity as a director or an officer to the fullest extent provided for any other officer or director of the Bank. To the extent the Bank maintains director and officer liability insurance, such insurance shall cover Executive to the same extent as any other officer or director of the Bank. The Bank's obligations under this Section 15 shall survive any termination of this Agreement and Executive's employment hereunder.

16. Miscellaneous.

(a) Applicable Law; Forum Selection; Consent to Jurisdiction. The Bank and Executive agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas without giving effect to its conflicts of law principles. Executive agrees that venue for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be exclusively in the state courts of Harris County, Texas. With respect to any such court action, Executive hereby irrevocably submits to the personal jurisdiction of such courts. The parties hereto further agree that the courts listed above are convenient forums for any dispute that may arise herefrom and that neither party shall raise as a defense that such courts are not convenient forums.

(b) Non-Duplication. Notwithstanding anything to the contrary in this Agreement, and except as specifically provided below, any severance payments or benefits received by Executive pursuant to this Agreement shall be in lieu of any general severance policy or other severance plan (including the Allegiance Bank Texas Severance Plan, as amended, but excluding the CIC Plan, subject to Section 4.5 thereof) maintained by the Successor Company or the Bank; *provided, however*, that, for avoidance of doubt, this Section 16(b) shall not (i) negate Executive's right to receive any amount under the Allegiance Bank Texas Severance Plan if such amounts would be payable prior to the date on which amounts hereunder would be paid (provided, further, that in such event, any amounts payable pursuant to Section 5(b) shall be reduced by the amount payable under the Allegiance Bank Texas Severance Plan) or (ii) apply to any equity awards granted to Executive, or any amounts payable to Executive pursuant to any deferred compensation or similar plan or agreement that may contain provisions operative on a termination of Executive's employment.

(c) Captions. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

(d) Amendments. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(e) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: On file with the Bank

If to the Bank before the Effective Time:  
CommunityBank of Texas, N.A.  
9 Greenway Plaza, Suite 900  
Houston, Texas 77046  
Attention: General Counsel

If to the Bank from and after the Effective Time:  
Allegiance Bank  
8727 W. Sam Houston Parkway N.,  
Houston, Texas 77040  
Attention: General Counsel

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(g) Withholding. The Bank shall have the right to withhold from any amount payable hereunder or referenced herein any Federal, state, and local taxes in order for the Bank to satisfy any withholding tax obligation it may have under any applicable law or regulation. For avoidance of doubt, all payments and benefits payable to Executive hereunder or referenced herein are subject to applicable withholdings and deduction.

(h) No Guarantee of Tax Consequences. None of the Successor Company, the Bank, either Board or officers, representatives, agents or affiliates of any of the foregoing makes any guarantee, promise or representation to Executive (or any person claiming through or on behalf of Executive) that any particular tax treatment will (or will not) apply to any amounts payable pursuant to this Agreement or assumes any liability or obligation with respect thereto.

(i) Waivers. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

(j) Entire Agreement. This Agreement and the CIC Plan contain the entire agreement between the Bank and Executive with respect to the subject matter hereof and, from and after the date hereof, this Agreement shall supersede any other agreement, written or oral, other than the CIC Plan, between the parties relating to the subject matter of this Agreement, including but not limited to any prior discussions, understandings, or agreements between the parties, written or oral, at any time.

(k) Construction. The parties understand and agree that because they both have been given the opportunity to have counsel review and revise this Agreement, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Instead, the language of all parts of this Agreement shall be construed as a whole, and according to its fair meaning, and not strictly for or against either of the parties.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**COMMUNITYBANK OF TEXAS, N.A.**

By: /s/ Michael A. Havard

Name: Michael A. Havard

Title: Director

**CBTX, INC.**

By: /s/ Michael A. Havard

Name: Michael A. Havard

Title: Director

**EXECUTIVE**

/s/ Robert R. Franklin, Jr.

Name: Robert R. Franklin, Jr.

{Signature Page to Executive Employment Agreement}

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EXHIBIT A

**Restricted Stock Award:** The shares subject to the Restricted Stock Award will vest 33 1/3% per year on the first, second and third anniversaries of the date on which the Effective Time occurs and be issued pursuant to the form of restricted stock award agreement under the Equity Plan, in all cases subject to continued employment (except as otherwise provided in Section 5(b)(iv) of the Employment Agreement).

**Performance Share Award:** The Performance Share Award will be issued pursuant to a performance share award agreement under the Equity Plan. The earned shares (if any) under the Performance Share Award will vest on the third anniversary of the date on which the Effective Time occurs, in all cases subject to continued employment (except as otherwise provided in Section 5(b)(iv) of the Employment Agreement). The number of shares that may be earned under the Performance Share Award shall be between 0% and 300% of the target number of shares covered by the Performance Share Award, with such number of earned shares determined based on the performance criteria attached as Annex I.

{Exhibit A to Executive Employment Agreement}

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ANNEX I

Performance Criteria for Performance Shares

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## CHANGE IN CONTROL SEVERANCE AGREEMENT

This CHANGE IN CONTROL SEVERANCE AGREEMENT (this “Agreement”) by and between CBTX, Inc., a Texas corporation and bank holding company (the “Company”, and together with its Subsidiaries and Affiliates and their respective successors and assigns, the “Company Group”), and Robert T. Pigott, Jr. (“Executive”) is made and entered into effective as of this 17th day of March, 2022 (the “Effective Date”).

## PRELIMINARY STATEMENTS

A. Executive is currently employed by the Company as its Senior Executive Vice President and Chief Financial Officer under the terms of Executive’s Employment Agreement with the Company dated March 6, 2013 (the “Employment Agreement”).

B. The Company has entered into an Agreement and Plan of Merger (the “Merger Agreement”) by and between the Company and Allegiance Bankshares, Inc., a Texas corporation (“Allegiance”), dated November 5, 2021, pursuant to which the Company will be merged with and into Allegiance, with the Company as the surviving corporation, upon satisfaction or waiver of the conditions set forth therein (the “Merger”).

C. The Board of Directors of the Company (the “Board”) considers it essential to the best interests of the Company and its stockholders to foster the continued employment, focus, objectivity and dedication of key management personnel through the consummation of the Merger in order to maximize the value of the Company Group in connection with the Merger.

D. The Board recognizes that, as is the case with many publicly held corporations facing a change of control, the pending Merger creates uncertainty and raises questions among management, which may result in the departure or distraction of key management personnel to the detriment of the Company and its stockholders.

E. The Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of Executive to his assigned duties without distraction in the face of the uncertainties occasioned by the possibility of the Merger.

## AGREEMENT

In consideration of the mutual promises and agreements set forth herein, the Company and Executive hereto agree as follows:

1. Defined Terms. The definitions of capitalized terms used in this Agreement are provided in the last Section hereof.
2. Term of Agreement. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall terminate on the earlier of (a) the date that is eighteen (18) months following the Effective Time (as defined in the Merger Agreement) or (b) date Executive’s employment with the Company Group terminates for any reason other than a Qualifying Termination; *provided, however*, that if the Merger Agreement terminates for any reason without consummation of the Merger, this Agreement shall be null and void and of no force or effect.
3. At-Will Employment. The Company and Executive acknowledge that Executive’s employment with the Company is and will continue to be at-will, as defined under applicable law. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between Executive and the Company, Executive shall not have any right to be retained in the employ of any member of the Company Group. For avoidance of doubt, the Company Group may terminate Executive’s employment at any time and for any reason, with or without Cause and with or without notice.



4. Accrued Compensation. If Executive's employment with the Company Group terminates for any reason during the Term, the Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements (the "Accrued Compensation"). For avoidance of doubt, (a) receipt of the Accrued Compensation is not subject to the release requirement discussed in Section 6, and (b) the Accrued Compensation shall not include any payments or benefits in duplication of the payments or benefits payable to Executive under Section 3.2.a. of the Employment Agreement.

5. Severance Benefits. If Executive incurs a Qualifying Termination during the Term, then, subject to Sections 6, 10 and 11, Executive will receive the severance benefits (the "Severance Benefits") set forth in this Section 5, which shall be in lieu of and not in addition to any payments or benefits payable by any member of the Company Group to Executive under Section 3.2.b., c., or d. of the Employment Agreement.

(a) Severance Payment. The Company will pay Executive a lump-sum severance payment (the "Cash Severance") in an amount equal to \$960,000. The Cash Severance will be paid by the Company to Executive on the first regularly scheduled payroll date following the Release Effective Date; *provided, however*, that if the Release Consideration Period spans two calendar years, payment of the Cash Severance will occur on the later of (i) the first regularly scheduled payroll date following the Release Effective Date and (ii) the first business day in the later calendar year.

(b) Pro Rata Annual Bonus. The Company will pay Executive a lump-sum cash payment (the "Pro Rata Bonus") in an amount determined under the terms of the applicable Company bonus plan, payable at the same time as executive bonuses are paid generally under the applicable Company bonus plan, but in no event later than March 15 of the year following the year in which the Qualifying Termination occurs.

(c) Equity Vesting. The Company will accelerate vesting (and exercisability, as applicable) as to one-hundred percent (100%) of the then-unvested shares subject to each of the Company equity awards granted to Executive that is outstanding as of the Termination Date (each, an "Equity Award"). In the case of an Equity Award that is subject to performance-based vesting, unless otherwise specified in the applicable Equity Award agreement governing the Equity Award, all performance goals and other vesting criteria will be deemed achieved at one-hundred percent (100%) of target levels.

(d) Health Coverage Benefit. The Company will pay Executive a lump sum payment in cash equal to twenty-four (24) times the full monthly cost of premiums Executive would pay in the first calendar month immediately following the calendar month that includes the Executive's date of termination if Executive timely elected to continue coverage at the level in effect immediately prior to Executive's date of termination in any Company Group medical, dental, vision or prescription drug plans in which Executive or Executive's eligible dependents are entitled to continue participation under Section 4980B of the Code or other similar applicable law (the "Health Coverage Benefit"), less applicable taxes and withholdings. The Health Coverage Benefit will be paid by the Company to Executive on the first regularly scheduled payroll date following the Release Effective Date; *provided, however*, that if the Release Consideration Period spans two calendar years, payment of the Health Coverage Benefit will occur on the later of (i) the first regularly scheduled payroll date following the Release Effective Date and (ii) the first business day in the later calendar year.

(e) Waiver of Non-Competition Restrictive Covenant. The Company shall waive, effective from and after the Release Effective Date, any and all rights it has to demand compliance with or to enforce the non-compete obligations by which Executive has agreed not to compete with the Employer, as set forth in Section 2.4 of the Employment Agreement. This Agreement does not waive, release, or modify any other obligations that survive the Executive's termination of employment as set forth in Article II of the Employment Agreement, including but not limited to the Executive's confidentiality obligations to the Company contained in Section 2.3 of the Employment Agreement and Executive's customer and employee non-solicitation obligations to the Company contained in Sections 2.5 and 2.6 of the Employment Agreement, each of which shall remain in full force and effect and are not altered by this Agreement.

6. Release Requirement; Resignation of Officer Positions; Compliance with Agreement. Notwithstanding anything in this Agreement to the contrary, Executive's right to receive the Severance Benefits is subject to and conditioned on: (a) delivery by Executive (or Executive's personal representative in the event of Executive's death or incapacity), before the expiration of the Release Consideration Period, and non-revocation of an executed release acceptable to the Company, which will be substantially in the form of the release contained at Appendix A (the "Release"); (b) Executive having resigned from all officer positions with all members of the Company Group and Executive having executed any documents the Company may request in connection with the same; and (c) Executive's compliance with all other terms and conditions of Section 9 of this Agreement. The Company will deliver the Release to Executive (or Executive's personal representative in the event of Executive's death or incapacity) within ten (10) business days following the date of Executive's Qualifying Termination.

7. Offset for Other Severance Benefits Received. The Severance Benefits (if any) payable to Executive under this Agreement are in lieu of, and not in addition to, any other severance or separation benefits for which Executive is eligible under any plan, policy or arrangement of any member of the Company Group (including but not limited to, severance benefits provided under any employment agreement, retention incentive agreement, or similar benefits under any individual change in control agreements, plans, policies, and arrangements, including, for avoidance of doubt, the Employment Agreement (collectively, “severance plans”). If Executive receives any payment or benefit under any severance plan, such payment or benefit will cause a corresponding reduction in the amounts payable under this Agreement. For avoidance of doubt, Executive acknowledges and agrees that if Executive incurs a Qualifying Termination during the Term, Executive shall not be entitled to receive any payment or benefit pursuant to Section 3.2.b., c. or d. of the Employment Agreement.

8. Other Benefits Payable. Except as provided in Section 7, nothing in this Agreement will or will be construed to prevent or limit Executive’s continuing or future participation in any benefit, bonus, incentive or other plan, program, arrangement or policy provided by the Company Group for which Executive may qualify. Amounts that are vested benefits or that Executive is otherwise entitled to receive under any plan, program, arrangement, or policy of the Company Group will be payable in accordance with such plan, program, arrangement or policy.

9. Restrictive Covenants. During the period of Executive’s employment with the Company Group, the Company Group promises to provide, and has provided, to Executive access to Confidential Information, and has facilitated Executive’s meeting and developing relationships with potential and existing suppliers, financing sources, clients, customers and employees of members of the Company Group. In light of the foregoing:

(a) Confidentiality. Executive acknowledges that (i) the Company Group has devoted substantial time, effort, and resources to develop and compile the Confidential Information; (ii) public disclosure of such Confidential Information would have an adverse effect on the business of the Company Group; (iii) the Company Group would not disclose such information to Executive, nor employ or continue to employ Executive without the agreements and covenants set forth in this Section 9(a); and (iv) the provisions of this Section 9(a) are reasonable and necessary to prevent the improper use or disclosure of Confidential Information. In consideration of the compensation and benefits to be paid or provided to Executive by the Company under this Agreement, during the period of Executive’s employment with the Company Group and thereafter, Executive agrees and covenants as follows:

(i) Executive will hold in strictest confidence the Confidential Information and will not disclose it to any person except with the specific prior written consent of the Board or as may be required by court order, law, government agencies with which the Company Group deal in the ordinary course of their business, or except as otherwise expressly permitted by the terms of this Agreement. Executive will not remove from the Company Group premises or record (regardless of the media) any Confidential Information of the Company Group, except to the extent such removal or recording is necessary for the performance of Executive’s duties on behalf of the Company Group. Executive acknowledges and agrees that all Confidential Information and physical embodiments thereof, whether or not developed by Executive, are the exclusive property of the Company Group.

(ii) Executive recognizes that the Company Group has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on their parts to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees that Executive owes the Company Group, and such third parties, at all times, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person (except as necessary in carrying out Executive’s duties on behalf of the Company Group consistent with the Company Group’s agreement with such third party) or to use it for the benefit of anyone other than for the Company Group or such third party (consistent with the Company Group’s agreement with such third party) without the express written authorization of the Company Group.

(iii) Executive agrees that, upon termination of Executive’s employment with the Company Group, Executive will deliver to the Company Group any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any of the aforementioned items belonging to the Company Group.

(b) Nonsolicitation. During (i) the period of Executive's employment with the Company Group and (ii) provided that Executive receives the Severance Benefits, the one-year period following Executive's termination of employment with the Company Group for any reason other than death (as applicable, period (i) individually or periods (i) and (ii) collectively, the "Restricted Period"), Executive hereby agrees and covenants to each and all of the following:

(i) Executive hereby covenants and agrees that Executive will not, either directly, indirectly or through a subsidiary or an affiliate or other business relationship, solicit (A) any customer of the Company Group that has utilized the services or products of the Company Group during the twelve (12)-month period prior to the Termination Date for the purpose of causing such customer to cease doing business with the Company Group or (B) anyone with whom Executive had contact during the twelve (12)-month period prior to the Termination Date for purposes of selling products or services to such person that are in competition with the products or services offered or sold by the Company Group.

(ii) Executive hereby agrees not to employ or otherwise engage, either directly, indirectly or through an Affiliate, any employee or independent contractor of the Company Group or any individual who was an employee or independent contractor of the Company Group at any time during the twelve (12)-month period prior to the Termination Date with whom Executive had contact during Executive's employment with the Company Group. Further, Executive agrees not to directly or indirectly contact in any manner any such employee or independent contractor for the purpose of encouraging such employee or independent contractor to leave or terminate his or her employment or engagement with the Company Group.

(iii) Executive hereby agrees not to interfere or attempt to interfere with the relationship of the Company Group with any person who at the relevant time is an employee, contractor, supplier, or customer of the Company Group.

(iv) Executive acknowledges and agrees that the length and scope of the restrictions contained in this Section 9(b) are reasonable and necessary to protect the legitimate business interests of the Company Group. The duration of the agreements contained in this Section 9(b) will be extended for the amount of any time of any violation thereof by Executive and the time, if greater, necessary to enforce such provisions or obtain any relief or damages for such violation through the court system. If any covenant in this Section 9(b) is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope and time, and such lesser scope or time, or either of them, as an arbitrator or a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against Executive. In the event of termination of Executive's employment with the Company Group for any reason, Executive consents to the Company Group communicating with Executive's new or potential new employer, any entity in the business or through or in connection with which Executive is restricted hereunder, or any other party about the restrictions and obligations imposed on Executive under this Agreement.

(v) If the Company Group shall file a lawsuit in any court of jurisdiction alleging a breach of any of Executive's obligations under this Section 9(b), the Restricted Period shall be tolled during any time Executive was in breach of those obligations.

(c) Non-Disparagement. Executive agrees not to make negative comments or otherwise disparage any member of the Company Group or any of their respective officers, directors, employees, stockholders, members, agents or products. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(d) Blue Penciling. In the event that a court of competent jurisdiction determines that any provision of Section 9 hereof or the application thereof is unenforceable in whole or in part, the Company and Executive agree that said court, in making such determination, shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the provision in its reduced form shall be valid and enforceable to the fullest extent permitted by law.

(e) Acknowledgements. In signing this Agreement, Executive gives the Company Group assurance that Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 9. Executive acknowledges and agrees that the provisions of this Section 9 are reasonable and necessary to protect the legitimate business interests of the Company Group (including without limitation their confidential information and customer relationships), and are narrowly tailored to protect such interests given Executive's position with the Company Group.

(f) Other Restrictions. The provisions of this Section 9 are in addition to, and not in lieu of, any restrictive covenants in any other agreements that may be applicable to Executive, including, without limitation, those set forth in Sections 2.5 and 2.6 of the Employment Agreement.

10. Section 280G of the Code.

(a) Anything in this Agreement to the contrary notwithstanding and except as set forth in Section 10(b) below, if it is determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any reduction (if any) required under this Section 10 (the "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax ("Excise Tax"), then the Company will automatically reduce (the "Reduction") Executive's Payment to the minimum extent necessary to prevent the Payment (after the Reduction) from being subject to the Excise Tax, but only if, by reason of the Reduction, the after-tax benefit of the reduced Payment exceeds the after-tax benefit if such Reduction was not made. If the after-tax benefit of the reduced Payment does not exceed the after-tax benefit if the Payment is not reduced, then the Reduction will not apply. If the Reduction is applicable, the Payment will be reduced in such a manner that provides Executive with the best economic benefit and, to the extent any portions of the Payment are economically equivalent with each other, each will be reduced pro rata.

(b) All determinations required to be made under this Section 10, including the after-tax benefit and calculation of the Reduction, will be made by a certified public accounting firm that is selected by the Board prior to the occurrence of the Merger (the "Accounting Firm"), which may be the Company's independent auditor. If the Reduction is applicable, the Company will provide Executive with a written summary of the portions of the Payment that will be reduced. All fees and expenses of the Accounting Firm will be borne solely by the Company. All determinations by the Accounting Firm made under this Section 10 are binding upon the Company and Executive.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of Executive which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of Executive could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduction. If the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or Executive which the Accounting Firm believes has a high probability of success, determines that an Overpayment has been made, any such Overpayment paid or distributed by the Company to or for the benefit of Executive will be repaid to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; *provided, however*, that no such amount will be payable by Executive to the Company if and to the extent such payment would not either reduce the amount on which Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. If the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment will be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code ("Interest"). The Company will cooperate with Executive in good faith in valuing, and the Accounting Firm will take into account the value of, services provided or to be provided by Executive (including, without limitation, Executive's agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant, before, on or after the date of a change in ownership or control of the Company (within the meaning of Q&A-2(b) of the final regulations under Section 280G of the Code), such that payments in respect of such services may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 of the final regulations under Section 280G of the Code and/or exempt from the definition of the final regulations under Section 280G of the Code in accordance with Q&A-5(a) of the final regulations under Section 280G of the Code.

11. Section 409A. It is intended that the provisions of this Agreement comply with Section 409A, and all provisions of this Agreement will be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. If, at the time of Executive's "separation from service" (within the meaning of Section 409A), (a) Executive is a "specified employee" (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (b) the Company determines that an amount payable under the Agreement constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company (or its Affiliate, as applicable) will not pay such amount on the scheduled payment date, but will instead accumulate such amount and pay it on the first business day after such six-month period (or, if earlier, on the date of Executive's death or disability). If required to avoid accelerated taxation and/or tax penalties under Section 409A, Executive will not be considered to have terminated employment with the Company Group for purposes of this Agreement and no payment will be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of Section 409A, each payment hereunder is a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). In no event will the time of Executive's execution and non-revocation of the Release, directly or indirectly, result in Executive designating the calendar year of payment, and if a payment that is subject to execution and non-revocation of the Release could be made in more than one taxable year, payment will be made in the later taxable year.

12. Legally-Protected Communications and Disclosures. Notwithstanding any other provision of this Agreement to the contrary, no provision of this Agreement shall prevent, restrict, limit, impede or otherwise interfere with Executive's ability to exercise any rights Executive may have to (a) engage in legally-protected employee communications, including without limitation protections under Section 7 of the National Labor Relations Act, (b) file a charge or complaint or initiate an investigation with the Department of Justice, Equal Employment Opportunity Commission, Inspector General, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission or any other federal, state or local governmental or regulatory agency, authority or commission or staff thereof (each a "Government Agency"), (c) report a possible violation of any federal, state or local statute, rule, regulation, ordinance or other law to any Government Agency or making other disclosures that are protected under the whistleblower protections of any applicable law, including without limitation reporting possible violations of Law in accordance with Section 21F of the Securities Exchange Act of 1934, as amended, and rules promulgated thereunder, (d) respond to a lawful subpoena, or (e) comply with any other legal obligation. Further, notwithstanding any other provision of this Agreement to the contrary, no provision of this Agreement shall limit Executive's ability to (x) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or permission by the Company, or (y) receive any award for information provided to any Government Agency.

13. Notice of Immunity Under the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement to the contrary: (a) Executive will not be held criminally or civilly liable under any federal, state or local trade secret law for any disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (b) if Executive files a lawsuit for retaliation by the Company Group for reporting a suspected violation of law, Executive may disclose the Company Group's trade secrets to the Company Group's attorney and use the trade secret information in the court proceeding if a member of the Company Group: (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order.

14. Assignment. This Agreement is personal to each of the parties hereto. Except as provided in this Section 14 hereof, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. The Company may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company, *provided* that the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise.

15. Withholding. All payments, benefits and other amounts made or provided pursuant to this Agreement will be subject to withholding of applicable federal, state and local taxes. The Company may, and may cause the appropriate member of the Company Group, withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

16. No Employment Contract. This Agreement is not and will not be deemed to create a contract of employment between the Company and Executive and will create no right in Executive to continue in the Company's employment for any specific period of time, or to create any other rights in Executive or obligations on the part of the Company, except as set forth herein. Except as set forth herein, this Agreement will not restrict the right of the Company to terminate the employment of Executive, or restrict the right of Executive to terminate Executive's employment.

17. GOVERNING LAW; VALIDITY. THE INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF TEXAS, WITHOUT REGARD TO THE PRINCIPLE OF CONFLICTS OF LAWS, AND APPLICABLE FEDERAL LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS AGREEMENT WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT, WHICH OTHER PROVISIONS WILL REMAIN IN FULL FORCE AND EFFECT.

18. Dispute Resolution. The Company and Executive agree that any dispute between the parties shall be resolved only in the courts of the State of Texas or the United States District Court for the Southern District of Texas and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits in any proceeding relating to this Agreement or Executive's employment by the Company Group, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of Texas, the United States District Court for the Southern District of Texas, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding shall be heard and determined in such Texas state court or, to the extent permitted by law, in such federal court, (b) consents that any such Proceeding may and shall be brought in such courts and waives any objection that Executive or the Company Group may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same, (c) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR EXECUTIVE'S EMPLOYMENT BY THE COMPANY GROUP, OR EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT, (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at Executive's or the Company's address as provided in Section 19 hereof, and (e) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Texas. Each party shall be responsible for its own legal fees incurred in connection with any dispute hereunder.

19. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail (with written confirmation of receipt), *provided* that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

If to Executive: the address listed as Executive's address in the Company's personnel files.

If to the Company:

CBTX, Inc.  
Attention: General Counsel  
9 Greenway Plaza, Suite 110  
Houston, TX 77046

20. Survival. If and as applicable, the obligations of Executive under Section 9 and the obligations of the Company under Section 5 will survive any termination of this Agreement. The other provisions in this Agreement will survive any termination of this Agreement to the extent necessary to fully accomplish the purposes of Sections 5 and 9, as applicable.

21. Entire Agreement. This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, (b) supersedes any prior agreement or understanding between them with respect to such subject matter, and (c) may not be amended except in a writing signed by a duly authorized officer of the Company and Executive. For avoidance of doubt, the Employment Agreement shall continue in full force and effect and this Agreement shall not supersede or replace the Employment Agreement except as expressly provided in this Agreement.

22. Acknowledgement of Full Understanding. EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

23. Definitions. As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Affiliate" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company. An entity shall be deemed an Affiliate for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

(b) "Cause" means Executive's: (i) commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or the commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company Group; (ii) conduct that results in or is reasonably likely to result in harm to the reputation or business of the Company Group; (iii) gross negligence or willful misconduct with respect to the Company Group; or (iv) material violation of state or federal securities laws.

(c) "Code" means the Internal Revenue Code of 1986, as amended.

(d) "Confidential Information" means any and all of the following: trade secrets concerning the business and affairs of the Company Group, product specifications, data, know-how, processes, graphs, inventions and ideas, past, current, and planned research and development, current and planned distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code, machine code and source code), computer software and database technologies, systems, structures, and architecture (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, and methods), information concerning the business and affairs of the Company Group and its Affiliates (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, policies and procedures, personnel training techniques and materials, however documented), and notes, analysis, compilations, studies, summaries, and other material prepared by or for the Company Group containing or based, in whole or in part, on any information included in the foregoing. Executive acknowledges and agrees that Confidential Information includes any such information that Executive may originate, learn, have access to or obtain, whether in tangible form or memorized. Notwithstanding the foregoing, Confidential Information shall not include any information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure of such information by Executive or any other person under a duty to keep such information confidential.

(e) "Disability" means Executive is disabled for purposes of benefits under any long-term disability plan maintained by the Company Group in which Executive participates.

(f) “Good Reason” means the occurrence of any of the following events: (i) a material adverse change, not consented to by Executive, in the nature or scope of Executive’s responsibilities, authorities or duties as of the Effective Date; (ii) a material involuntary reduction in Executive’s base compensation or annual bonus opportunity, in each case as of the Effective Date; or (iii) the relocation, without Executive’s consent, of Executive’s principal place of employment to another location of the Company Group outside of a twenty five (25) mile radius from the location of Executive’s principal place of employment immediately prior to such relocation (provided that such relocation results in an increase to Executive’s daily commute). Notwithstanding the foregoing, Executive must provide written notice to the Company of the existence of any condition (or conditions) that the Executive believes constitutes Good Reason within ninety (90) days of the initial existence of such condition (or conditions). Upon receipt by the Company of such notice, the Company will have thirty (30) days to remedy the condition (or conditions). If the Company does not remedy the condition (or conditions) of which it received notice prior to the end of such thirty (30) day period, Executive may terminate Executive’s employment after the expiration of such thirty (30) day period; *provided*, that such termination must occur no later than 130 days after the initial existence of the Good Reason condition in order for such termination to be a termination for “Good Reason.” If the Company remedies the condition (or conditions) of which it received notice prior to the end of such thirty (30) day period, then such condition (or conditions) shall not constitute Good Reason.

(g) “Qualifying Termination” means the termination of Executive’s employment with the Company Group (i) by the Company Group without Cause, (ii) by Executive with Good Reason, or (iii) due to Executive’s death or Disability.

(h) “Release Consideration Period” means the twenty-one (21) day period following the date upon which the Company timely delivers the Release to Executive, or in the event that Executive’s termination of employment is “in connection with an exit incentive or other employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the forty-five (45) day period following such delivery date.

(i) “Release Effective Date” means the date on which the release becomes binding and irrevocable.

(j) “Section 409A” means Section 409A of the Code, and the final Treasury Regulations issued thereunder.

(k) “Subsidiary” means, with respect to the Company, as of any date of determination, any other person as to which the Company owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other person. An entity shall be deemed a Subsidiary for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

*{Signature Page Follows}*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first written above.

**CBTX, Inc.**

By: /s/ Robert R. Franklin, Jr.

Name: Robert R. Franklin, Jr.

Its: Chairman, President and Chief Executive Officer

**EXECUTIVE:**

/s/ Robert T. Pigott, Jr.

Robert T. Pigott, Jr.

*{Signature Page to Change In Control Severance Agreement}*

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**APPENDIX A**  
**RELEASE AGREEMENT**

This Release Agreement (this "Release") constitutes the release referred to in that certain Change in Control Severance Agreement (the "Severance Agreement") dated as of \_\_\_, 2022, by and between Robert T. Pigott, Jr. ("Executive") and CBTX, Inc., a Texas corporation (the "Company").

1. General Release.

(a) In return for the payments and benefits payable to Executive under Section 5 of the Severance Agreement (the "Severance Payments"), Executive, for Executive personally and for Executive's representatives, heirs, executors, administrators, successors and assigns, fully, finally and forever releases and discharges the Company, its affiliates and subsidiaries, and each of their respective affiliates, successors, assigns, officers, owners, directors, agents, representatives, attorneys, insurers and employees (each a "Released Party" and collectively the "Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected, which Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, arising on or prior to the date hereof, against any Released Party that arises out of, or relates to, Executive's employment with the Company or any of its subsidiaries or affiliates (the "Company Group"), or any termination of such employment, including claims (i) for severance or vacation or paid time off benefits, unpaid wages, salary or incentive payments, (ii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, (iii) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices) and (iv) for employment discrimination under any applicable federal, state or local statute, provision, order or regulation, and including, without limitation, any claim under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Civil Rights Act of 1988, the Fair Labor Standards Act, the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Age Discrimination in Employment Act (the "ADEA"), the Equal Pay Act, the Uniformed Services Employment and Reemployment Rights Act and any similar or analogous state statute.

(b) **Nothing in this Release is intended to waive Executive's claims: (a) for unemployment or workers' compensation benefits, (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Executive signs this Release, (c) that may arise after Executive signs this Agreement, (d) for reimbursement of expenses under the Company Group's expense reimbursement policies, or (e) which cannot be released by private agreement. In addition, nothing in this Release including but not limited to the acknowledgments, release of claims, proprietary information, confidentiality, cooperation, and non-disparagement provisions, (x) limits or affects Executive's right to challenge the validity of this Release under the ADEA, (y) prevents Executive from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from responding to a subpoena or discovery request in court litigation or arbitration, or (z) limits Executive from exercising rights under Section 7 of the NLRA or similar state law to engage in protected, concerted activity with other employees, although by signing this Release Executive is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Executive or on Executive's behalf by any third party, except for any right Executive may have to receive a payment or award from a government agency (and not the Company Group) for information provided to the government agency or otherwise where prohibited. Notwithstanding the confidentiality and non-disclosure obligations in the Severance Agreement and otherwise, Executive understands that as provided by the Federal Defend Trade Secrets Act, Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.**

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(c) Executive acknowledges that, by signing this Release, Executive is releasing any claims that Executive may have had under the ADEA arising on or before the date Executive executes this Release. Executive acknowledges that Executive is hereby advised in writing to consult with an attorney and has been given a fair opportunity to consult with an attorney prior to execution of this Release. Executive understands the terms and conditions of this release, agrees to abide by this Release, and knowingly and voluntarily executes it without hidden reservations. Executive acknowledges and agrees that Executive has a period of at least twenty-one (21) from receipt of this Release in which to consider this Release. Executive understands that Executive may revoke this Release at any time within seven (7) business days after the execution of this Release and that any release of those claims is not effective until the seven (7)-business-day period has expired. Executive also understands that, if Executive decides to revoke the Release, Executive must provide written notice of revocation to CBTX, Inc. c/o Justin Long, Senior Executive Vice President and General Counsel, 9 Greenway Plaza, Suite 110, Houston, TX 77046. Executive further understands that if after the seven (7)-business-day revocation period Executive has not revoked this Release, this Release will be effective, enforceable and irrevocable at 12:01 a.m. of the day following expiration of the seven (7)-business-day revocation period (such date the "Release Effective Date"). In the event of a timely revocation, Executive understands that this Release will be deemed null and void and Executive will not be entitled to receive any of the Severance Payments.

(d) This Release is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for Severance Payments, any and all potential claims of this nature that Executive may have against the Released Parties, regardless of whether they actually exist, are expressly settled, compromised, and waived.

(e) By signing this Release, Executive is bound by it. Anyone who succeeds to Executive's rights and responsibilities, such as heirs or the executor of Executive's estate, is also bound by this Agreement. This release also applies to any claims brought by any person or agency or class action under which Executive may have a right or benefit. THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE EMPLOYER PARTIES.

2. Covenant Not to Sue. Executive agrees not to bring or join any lawsuit against any of the Released Parties in any court or before any arbitral authority relating to any of the Released Claims. Executive represents that Executive has not brought or joined any lawsuit or arbitration against any of the Employer Parties in any court or before any arbitral authority and has made no assignment of any rights Executive has asserted or may have against any of the Released Parties to any person or entity, in each case, with respect to any Released Claims.

3. Continuing Obligations. Executive acknowledges and affirms (a) Executive's continuing obligations under Section 10 of the Severance Agreement (Restrictive Covenants), and (b) Executive continuing obligations under Article II (Confidential Information; Post-Employment Obligations; Company Property) of Executive's Employment Agreement with the Company dated March 6, 2013 (the "Employment Agreement"), other than Section 2.4 of the Employment Agreement.

4. Executive Acknowledgments and Representations. By executing and delivering this Release, Executive acknowledges that:

- (a) Executive has carefully read this Release;
- (b) Executive has had at least twenty-one (21) days to consider this Release before the execution and delivery hereof to the Company;
- (c) Executive has been and hereby is advised in writing to discuss this Release with an attorney of Executive's choice and Executive has had adequate opportunity to do so;
- (d) Executive fully understands the final and binding effect of this Release; the only promises made to Executive to sign this Release are those stated in the Severance Agreement and herein; and Executive is signing this Release voluntarily and of Executive's own free will, and that Executive understands and agrees to each of the terms of this Release; and
- (e) Executive has received all leaves (paid and unpaid) to which Executive was entitled during Executive's employment with the Company Group and, other than any Severance Payments or Accrued Compensation (as defined in Section 4 of the Severance Agreement) that Executive has not received as of the date hereof, Executive has received all wages, bonuses, compensation, and other sums that Executive has been owed or ever could be owed by the Released Parties.

*{Signature Page Follows}*

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IN WITNESS WHEREOF, this Release has been signed as of \_\_\_, 2022.

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Robert T. Pigott, Jr.

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