

TRUXTON CORPORATION
4525 Harding Road, Suite 300
Nashville, Tennessee 37205
(615) 515-1700

April 9, 2014

Dear Shareholder:

You are cordially invited to attend our 2014 annual meeting of shareholders, which will be held at our main office located at 4525 Harding Road, 3RD Floor, Nashville, Tennessee 37205, on Wednesday, May 21, 2014, at 10:00 A.M. Central Daylight Time. I sincerely hope that you will be able to attend the meeting, and I look forward to seeing you.

The attached notice of the annual meeting and proxy statement describes the formal business to be transacted at the meeting. We will also report on our operations for the year ended December 31, 2013 and during the first quarter of 2014, as well as our plans for the future. Your attention is directed to the proxy statement accompanying this notice.

As usual, we are asking you to vote on the election of Directors and to ratify our choice of auditors. We are recommending that you elect an additional Director this year, Mr. Jeffrey Buntin, Jr. He is the President of The Buntin Group, one of America's most distinguished marketing communications firms. We are also recommending that you increase the available shares under our Equity Incentive Plan. Our share price has risen and we have initiated a cash dividend, creating solid returns to shareholders. We think it is appropriate to add shares to the Plan to compensate our management team.

Please take this opportunity to be involved in the affairs of Truxton Corporation. Whether or not you expect to be present at the meeting, please mark, date, and sign the enclosed proxy card and return it to us in the envelope provided as soon as possible. Or, if more convenient, take advantage of the telephone or online voting services. This action will not prevent you from voting in person but will help to secure a quorum and avoid added solicitation costs. If you later decide to attend the meeting, you may withdraw your proxy at any time and vote your shares in person.

Thank you for your continued support.

Sincerely,



Charles W. Cook, Jr.

TRUXTON CORPORATION
4525 Harding Road, Suite 300
Nashville, Tennessee 37205
(615) 515-1700

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**NOTICE OF THE ANNUAL MEETING OF SHAREHOLDERS
TO BE HELD MAY 21, 2014**

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The annual meeting (together with any adjournment or postponement thereof, the “Meeting”) of shareholders of Truxton Corporation (the “Company”) will be held on Wednesday, May 21, 2014, at 10:00 A.M. Central Daylight Time at the Company’s main office located at 4525 Harding Road, 3rd Floor, Nashville, Tennessee 37205 for the following purposes:

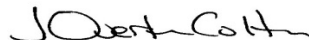
1. To elect eleven directors to hold office until the next annual meeting of shareholders and until their successors have been duly elected and qualified;
2. To approve the amendment and restatement of the Company’s 2008 Equity Incentive Plan;
3. To ratify the appointment of Crowe Horwath LLP as the Company’s independent auditors for the year ending December 31, 2014; and
4. To transact such other business as may properly come before the Meeting.

The Board of Directors has set the close of business on March 31, 2014, as the record date for determining the shareholders who are entitled to notice of, and to vote at, the Meeting or any postponement or adjournment thereof.

We hope that you will be able to attend the Meeting. We ask, however, whether or not you plan to attend the Meeting, that you mark, date, sign, and return the enclosed proxy card as soon as possible. Or, if more convenient, take advantage of the telephone or online voting services pursuant to instructions on the proxy card. Promptly returning your proxy card or voting by telephone or online will help ensure that the greatest number of shareholders are present whether in person or by proxy.

If you attend the Meeting in person, you may revoke your proxy at the Meeting and vote your shares in person. You may revoke your proxy at any time before the proxy is exercised. Should you desire to revoke your proxy, you may do so as provided in the accompanying proxy statement.

By Order of the Board of Directors,



J. Overton Colton
Secretary

Nashville, Tennessee
April 9, 2014

**PROXY STATEMENT
FOR
ANNUAL MEETING OF SHAREHOLDERS
OF
TRUXTON CORPORATION**

MAY 21, 2014

INTRODUCTION

This Proxy Statement is furnished to shareholders of Truxton Corporation, a Tennessee corporation (the “Company”), in connection with the solicitation of proxies by the Company’s Board of Directors for use at the Company’s 2014 Annual Meeting of Shareholders to be held at 10:00 A.M. Central Daylight Time in our principal executive offices on May 21, 2014, and at any adjournments or postponements thereof (the “Meeting”), for the purposes set forth in the foregoing Notice of Annual Meeting of Shareholders. The Company’s principal executive offices are located at 4525 Harding Road, Nashville, Tennessee 37205. This Proxy Statement was mailed to shareholders of the Company on or about April 9, 2014.

The following proposals will be considered and voted upon at the Meeting:

- (1) To elect eleven nominees for election to the Company’s Board of Directors;
- (2) To approve the amendment and restatement of the Company’s 2008 Equity Incentive Plan;
- (3) To ratify the appointment of the Company’s independent auditors; and
- (4) To consider such other business as may properly come before the Meeting.

IMPORTANT MEETING AND VOTING INFORMATION

Proxy Voting Procedures

If you properly sign, return and do not revoke your proxy, the persons appointed as proxies will vote your shares according to the instructions you have specified on the proxy card. If you sign and return your proxy card but do not specify how the persons appointed as proxies are to vote your shares, your proxy will be voted as follows:

- FOR the election of all nominees for election as directors;
- FOR the approval of the amendment and restatement of the Company’s 2008 Equity Incentive Plan;
- FOR ratification of the appointment of Crowe Horwath LLP as the Company’s independent auditors for the year ending December 31, 2014; and
- In the best judgment of the persons appointed as proxies as to all other matters properly brought before the Meeting.

If any nominee for election to the Board named in this proxy statement becomes unavailable to serve for any reason, the proxy may be voted FOR a substitute nominee selected by the Board or a vacancy will occur on the board of directors, which may be filled later by action of the board of directors.

You can revoke your proxy at any time before it is voted by delivering to J. Overton Colton, Secretary, Truxton Corporation, 4525 Harding Road, Suite 300, Nashville, Tennessee 37205,

either a written revocation of the proxy or a duly executed proxy bearing a later date. You may also revoke your proxy by attending the Meeting and voting in person by written ballot.

Quorum Requirements

A quorum will be present at the meeting if at least 1,166,457 shares, or a majority of the shares of Company Common Stock outstanding as of the record date, are represented in person or by valid proxy at the Meeting. The aggregate number of votes entitled to be cast by all shareholders present in person or represented by proxy at the Meeting, whether those shareholders vote “for”, “against” or “abstain” from voting will be counted for purposes of determining whether a quorum is present.

Shareholder Proposals for Next Year’s Meeting

In order for shareholder proposals for the 2015 annual meeting of shareholders to be considered proper, all such proposals must be delivered or mailed to J. Overton Colton, Secretary, NBT Holdings Inc., 4525 Harding Road, Suite 300, Nashville, Tennessee 37205, and must be received no later than the close of business on March 22, 2015. If any proposal is not provided by that date, the Chief Executive Officer, President, or Chairman of the meeting may exclude such proposal from being acted upon at the 2015 annual meeting of shareholders. The Board of Directors may exclude shareholder proposals that it does not believe are proper.

ITEM 1 – ELECTION OF DIRECTORS

The Company’s current board of directors consists of ten persons. All of our directors are elected annually. The Company’s board of directors and the Nominating Committee have determined that it is in the best interests of the Company and its shareholders to increase the size of the board of directors to eleven and to recommend that the Company’s shareholders elect Jeffrey Buntin, Jr. to the Company’s board of directors. All ten of our current directors and Mr. Buntin have been nominated by the Company’s board of directors for reelection, or in the case of Mr. Buntin, election, as directors at the Meeting. All directors of the Company will also serve as directors of the Company’s bank subsidiary (the “Bank”) upon approval by the sole shareholder of the Bank. If elected, each of the nominees shall serve until the Company’s annual meeting of shareholders in 2015 and until his or her respective successor is duly elected and qualified.

Information concerning the nominees for election as the Company’s directors is set forth below.

William F. Blaufuss, Jr., age 72, is a Certified Public Accountant and retired partner from KPMG LLP, an international public accounting firm. During his 37 years with KPMG he worked with public and private clients in various industries and served as Nashville Practice Unit Managing Partner and Partner in Charge of the Southeast Area Public Sector Practice. He performed special assignments for KPMG International (2000-2002) in Europe, Asia, Africa and the Middle East and has since performed a number of consulting projects, including acquisition due diligence, corporate governance evaluations, and litigation support for a variety of clients. He is a director of Genesco Inc. (NYSE: GCO) and is a member of the Tennessee State Board of Accountancy. Previous board positions have included Saint Thomas Health Services and Nashville Electric Service. He has also served in leadership positions with several civic, community, arts and religious organizations. Mr. Blaufuss is a graduate of Emporia State University.

Jeffrey Buntin, Jr., age 41, is President & CEO of The Buntin Group, Tennessee’s largest Strategic Brand Communications agency, among the top 35 of U.S. independent firms and an *ADWEEK*-recognized top 100 U.S. agency. He began his career with the Chicago office of Bozell Worldwide/TrueNorth Communications, later returning to The Buntin Group in 1997 and his current position as President and CEO in 2004. During his career, he has been elected as the youngest-ever judge of the National ADDYs, has judged the prestigious EFFIE competition, was covered for his client strategy by many prestigious media outlets, and has received countless industry awards. He is a founding member of Nashville’s Davidson Group and holds several Board positions, including the Junior

Achievement of Middle Tennessee, the American Association of Advertising Agencies' River States Council and an Alumni Board Member of the Ensworth School and Montgomery Bell Academy. He is a graduate of Washington & Lee University.

Charles W. Cook, Jr., age 79, was named Chairman for the Bank and Company in January 2010, and served as Vice Chairman of the Bank from its inception to June 2007. Mr. Cook has over 47 years of experience in the Nashville banking industry, having served as President, Chairman, and Chief Executive Officer of Third National Bank and its parent Third National Corporation in Nashville before its merger with SunTrust Banks, Inc. in 1987. He retired from SunTrust in 1990 as an Executive Vice President. From 1991 to 1993, he served as the Director of Finance for the Metropolitan Government of Nashville-Davidson County. From 1993 to 1999, Mr. Cook served as President and Chief Executive Officer of Union Planters Bank of Middle Tennessee, and served as Chairman from 1999 to 2001. Mr. Cook is a graduate of Yale University, Stonier Graduate School of Banking at Rutgers University and attended the Harvard Business School. Mr. Cook is a board member of Quality Industries, Inc. and Richland Place, Inc., a retirement community. He has been active in community affairs throughout his career and currently serves as Director Emeritus and former Chairman of Nashville Public Television Corp., President of the Tennessee Historical Society, Chairman of the Arts at the Airport Foundation Board, member of the Douglas Henry State Museum Commission, member of the Tennessee State Museum Foundation board and Treasurer and board member of the Community Foundation of Middle Tennessee.

David Brewster Dobie, age 56, is President and CEO of Dobie Media Inc., which aggregates event and entertainment information for distribution on the web and cell phones. In 1989, Mr. Dobie co-founded Nashville's alternative newsweekly, the *Nashville Scene*. In 1999, the partners sold the publication. He is a graduate of the University of the South and the Columbia University Graduate School of Journalism. He is active in land preservation and conservation issues and was a founding board member of The Land Trust for Tennessee. He was appointed by Tennessee Governor Bredesen to serve on the Heritage Conservation Trust Fund, a state conservation organization. Mr. Dobie is the former Chairman of the Board of LEAD Academy, a charter school in Nashville, and a former board member of the University of the South in Sewanee.

Stanley M. Ezell, age 59, is the former President of Purity Dairies, Inc. During his over 25 years of experience with Purity, he served in various capacities and held several positions with state, regional and national industry associations. Mr. Ezell is a graduate of the University of Tennessee and holds a master's degree in business administration from Middle Tennessee State University. Currently, he serves as a trustee of Lipscomb University, and is Chairman of the Board of Tennessee Prison Outreach Ministry.

Decosta E. Jenkins, age 58, has worked at the Nashville Electric Service (NES) since 1991 and has served as President and Chief Executive Officer since September 2004. He is a Certified Public Accountant. Prior to his promotion, he was the Senior Vice President and Chief Financial Officer. Mr. Jenkins also served as the Secretary/Treasurer of the Electric Power Board. Prior to joining NES, Mr. Jenkins was with Deloitte LLP for eleven years where he worked in the audit department. Mr. Jenkins graduated from the University of Tennessee with a Bachelor of Science in Accounting, and is a member of the American Institute of Certified Public Accountants. He also has an Associates of Science Degree in Electrical Engineering Technology from Penn Foster College. He serves on the Board of The American Public Power Association, the Board of Directors of Samaritan Ministries/Project S.E.E., the Board of Directors of the Community Foundation of Middle Tennessee, the Board of Seven States Power Corporation, Goodwill Industries Board, the YMCA Middle Tennessee Board, and the Salvation Army Board of Directors. He serves on the American Public Power Association's Climate Change and Generation Policy Task Force.

Matthew A. King, age 54, is the Managing Partner of FCA Venture Partners, a venture capital investment partnership. He is also the Managing Partner of Triple Play Ventures, LLC, an investment partnership started in 1999. He served as a Vice President of Third National Bank and its successor, SunTrust Bank, from 1983 to 1989. He served as the Chairman, President and CEO of Radar Business Systems, Inc. from 1990 to 1996 and a Regional Vice President of Radar's successor company, U.S. Office Products, Inc., from 1996 to 1999. In 2001, he co-founded My Office Products, Inc. and served as Chairman, President and CEO until 2003. Mr. King currently serves on the boards of directors of edo Interactive, Inc., NuScriptRX, Inc., Medical Reimbursements of America, Inc., OnFocus Healthcare, LLC, Clinical Ink, Entrada Health, Inc., Catavolt, LLC, KeraFAST, Inc. and Pro Charging Systems, LLC, each of which is an FCA Venture Partners or Triple Play Ventures, LLC portfolio company. Mr. King is a graduate of Wake Forest University, where he serves on the board of trustees and on the board of directors of Wake Forest University Health Sciences. He also serves as Chairman of the Board of Landmark Journey Ministries, Inc. and is a member of the Nashville Rotary Club.

Deborah A. McDermott, age 59 was named Senior Vice President of Broadcast for Media General, Inc. following the completion of the merger between Young Broadcasting and Media General in November 2013. Ms. McDermott oversees 31 network affiliated TV stations in 28 markets reaching 16.5M, or 14% of U.S. TV households. Media General is the ninth-largest local television broadcast group in the country. Prior to the merger, she served as the Chief Executive Officer and President of Young Broadcasting LLC. From 2004 to 2012, McDermott served as President of Young LLC and from 2004 to 2009 she also served on the Young Broadcasting Board of Directors (while Young was a public company). Ms. McDermott is a leader in the broadcasting industry and last year was inducted into the prestigious Broadcasting & Cable Hall of Fame. She has served on key boards including the National Association of Broadcasters, National Association of Programming Executives, Television Bureau of Advertising, Maximum Service Television, and ABC Affiliate Association Board of Governors, where she served as chair for a two year term. In Nashville, Ms. McDermott currently serves on the board of directors for the Nashville Sports Council, Ensworth School and Leadership Nashville and is a member of the Community Foundation Women's Fund Advisory Board. She has served on the Metropolitan Nashville Airport Authority Board, the Nashville Convention Center Board and the CATV special committee, all positions appointed by the mayor. Additionally, she is a member of the Country Music Association Board of Directors, chaired the United Way Annual Campaign, served as President of Second Harvest of Middle Tennessee and served on the board of the Nashville Symphony. Ms. McDermott graduated from South Dakota State University with a B.S. in Journalism.

G. A. Puryear IV, age 45, is Senior Vice President, General Counsel and Secretary of NEW Asurion Corporation ("Asurion") and its various subsidiaries. Asurion is the global leader in technology protection services, including cellular handset protection programs and extended service contracts for electronics and other consumer goods. He has held this role since April 2010. Mr. Puryear previously served for more than nine years as Executive Vice President, General Counsel, and Secretary of Corrections Corporation of America (NYSE: CXW), an owner and operator of private prisons. He previously held government positions in Washington, D.C., and he practiced law in Nashville. Mr. Puryear is a graduate of Emory University and the University of North Carolina School of Law. He has served on various civic and charitable boards in the Nashville community, including: American Red Cross, Nashville Chapter; Antiques & Garden Show of Nashville (Chairman, 2006-08); Boy Scouts of America, Middle Tennessee Council; Cheekwood Botanical Gardens & Museum of Art; and Exchange Club of Nashville (President, 2009-10). He has also served on the Board of Visitors of the University of North Carolina.

Thomas S. Stumb, age 52, has served as a director and as President of the Bank since its inception in 2004, and as Chief Executive Officer since July 2008. A banker with Third National Bank from 1983 to 1988, Mr. Stumb served as a commercial loan officer in the healthcare lending group in 1985-1986 and as a manager of the bank's Murfreesboro Road office from 1986 to 1988. In 1988, he joined The Potomac Group, Inc., a healthcare information technology company, where he served as President and Chief Operating Officer from 1992 to 1997, Chief Executive Officer from 1997 to 1998,

and a director from 1988 until 1999. From 1999 to 2001, Mr. Stumb served as a director and the President of Biopage, Inc., a company he co-founded in 1999. From 2001 to 2002, Mr. Stumb served as a principal of Stanhope Capital, the general partner of a SBIC private equity fund, where he was responsible for fundraising, deal sourcing and portfolio management for the southeastern United States. Mr. Stumb is a member of Leadership Nashville Class of 2013, a member of Leadership Nashville Alumni Association, and a graduate of Vanderbilt University.

Christopher C. Whitson, age 52, is a member in the law firm of Sherrard & Roe, PLC where he has practiced since 1997. Mr. Whitson formerly served as the head of Sherrard & Roe’s corporate department and was the firm’s Recruiting Chairman. Prior to joining Sherrard & Roe, Mr. Whitson served as Vice President and Secretary of Whitson Lumber Company from 1990 to 1997. From 2003 to 2005, Mr. Whitson served as Councilman for the Government of Nashville and Davidson County, as Metropolitan Councilman for the 23rd District. Mr. Whitson is currently Chairman of the Board of Zoning Appeals for the Government of Nashville and Davidson County, having been appointed by the Mayor and confirmed by the Metro Council in April 2008. Mr. Whitson is active in several community and civic organizations. Mr. Whitson is a Hearing Committee Member for the Tennessee Board of Professional Responsibility, having been appointed to a six year term by the Tennessee Supreme Court. Mr. Whitson was also a member of the board of directors of the Harpeth Hall School, having also been a member of the board of directors (and Secretary) of Harding Academy and a member of the board of directors (and Treasurer) of St. George’s Kindergarten. Mr. Whitson was also a member of the board of directors (and former Membership Chairman) of the Exchange Club of Nashville. Mr. Whitson also served on the Vestry of St. George’s Church, having served as both Senior and Junior Warden. Mr. Whitson is a graduate of the University of North Carolina and received his J.D. from Vanderbilt University.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE “FOR” EACH OF THE NOMINEES.

The affirmative vote of a plurality of the votes cast by the shareholders entitled to vote at the Meeting is required for the election of directors. A properly executed proxy marked “WITHHOLD AUTHORITY” with respect to the election of one or more directors will not be voted with respect to the director or directors indicated, although it will be counted in determining whether there is a quorum. Therefore, so long as a quorum is present, withholding authority will have no effect on whether one or more directors are elected.

MANAGEMENT AND DIRECTORS

The following table shows, as of March 31, 2014, each Company and Bank director and all Company officers:

<u>Name and Address</u>	<u>Position with Company</u>	<u>Position with Bank</u>
Charles W. Cook, Jr. Nashville, Tennessee	Chairman and Director	Chairman and Director
Thomas S. Stumb Nashville, Tennessee	Chief Executive Officer, President and Director	Chief Executive Officer, President and Director
Andrew L. May Nashville, Tennessee	Chief Financial Officer	Chief Financial Officer

William F. Blaufuss, Jr. Nashville, Tennessee	Director	Director
D. Brewster Dobie Nashville, Tennessee	Director	Director
Stanley M. Ezell Nashville, Tennessee	Director	Director
Decosta E. Jenkins Nashville, Tennessee	Director	Director
Matthew A. King Nashville, Tennessee	Director	Director
Deborah A. McDermott Nashville, Tennessee	Director	Director
G.A. Puryear IV Nashville, Tennessee	Director	Director
Christopher C. Whitson Nashville, Tennessee	Director	Director
J. Overton Colton Nashville, Tennessee	Secretary and Chief Administrative and Risk Officer	Secretary and Chief Administrative and Risk Officer

ITEM 2 – AMENDMENT AND RESTATEMENT OF 2008 EQUITY INCENTIVE PLAN

The Company’s 2008 Equity Incentive Plan (the “Equity Incentive Plan”) was originally adopted by the Company’s shareholders on May 21, 2008 and was subsequently assigned to the Company by the bank subsidiary and amended in connection with the Company's formation.

On March 26, 2014, the Compensation and Human Resources Committee recommended to the Company’s board of directors, and the board of directors subsequently approved, the amendment and restatement of the Equity Incentive Plan (as amended and restated, the “Amended and Restated Equity Incentive Plan”), subject to shareholder approval. This amendment and restatement of the Equity Incentive Plan proposal is to address the following matters:

- (i) Increase the maximum number of shares of common stock that may be issued under the Equity Incentive Plan by 300,000;
- (ii) The Company’s name change to Truxton Corporation; and
- (iii) Clarify certain provisions of the Equity Incentive Plan regarding Section 409A of the Internal Revenue Code of 1986, as amended.

Based in part upon the recommendation of the Compensation and Human Resources Committee, the Company’s board of directors believes that the approval of the Amended and Restated Equity Incentive Plan, including the increase in the authorized shares available for issuance thereunder is necessary to provide the board of directors with the flexibility to continue the Company's historical practice of awarding equity incentives to attract and retain qualified associates.

Shareholders are being asked to approve the Amended and Restated Equity Incentive Plan. The purpose of the Amended and Restated Equity Incentive Plan is to promote the interests of the Company,

its subsidiaries and its shareholders by (i) attracting and retaining key officers, employees, and directors of, and consultants to, the Company and its subsidiaries and affiliates; (ii) motivating such individuals by means of performance-related incentives to achieve long-range performance goals; (iii) enabling such individuals to participate in the long-term growth and financial success of the Company; (iv) encouraging ownership of stock in the Company by such individuals; and (v) linking their compensation to the long-term interests of the Company and its shareholders.

The Equity Incentive Plan originally provided for the issuance of 600,000 shares of Common Stock in the form of stock options, stock appreciation rights, shares of restricted stock or restricted stock units. As of the Record Date, options for the purchase of 242,550 shares are outstanding, options for an additional 144,350 shares have been previously exercised, 170,390 shares of restricted stock have been awarded under the Equity Incentive Plan and 72,249 shares remain available for future grant. Shares available for future grant upon approval of the Amended and Restated Equity Incentive Plan (inclusive of the 72,249 shares remaining available for grant under the Equity Incentive Plan) will equal 16.0% of the Company's total shares outstanding as of the Record Date. Shares subject to outstanding options and available for future grant (*i.e.* total overhang) will equal 26.4% of the shares outstanding in the event that the Amended and Restated Equity Incentive Plan is approved.

The following is a brief summary of the principal features of the Amended and Restated Equity Incentive Plan, which is qualified in its entirety by reference to the Amended and Restated Equity Incentive Plan itself, a copy of which is attached hereto as Appendix A and incorporated herein by reference.

Shares Available for Awards under the Plan. Under the Amended and Restated Equity Incentive Plan, awards shall be made in Common Stock. Subject to adjustment as provided by the terms of the Amended and Restated Equity Incentive Plan, the maximum number of shares of Common Stock with respect to which awards may be granted under the Amended and Restated Equity Incentive Plan is 900,000, less the number of shares subject to stock options and shares of restricted stock that have been granted pursuant to the Equity Incentive Plan (and not otherwise forfeited).

Shares of Common Stock subject to an award under the Equity Incentive Plan or options granted under the Company's 2004 Stock Incentive Plan that are cancelled, expire unexercised, forfeited, settled in cash or otherwise terminated without a delivery of shares of Common Stock to the participant, including shares of Common Stock withheld or surrendered in payment of any exercise or purchase price of an award or option or taxes relating to an award or option, remain available for awards under the Amended and Restated Equity Incentive Plan. Shares of Common Stock issued under the Amended and Restated Equity Incentive Plan may be either newly issued shares or shares which have been reacquired by the Company. Shares issued by the Company as substitute awards granted solely in assumption of outstanding awards previously granted by a company acquired by the Company or with which the Company combines ("Substitute Awards") do not reduce the number of shares available for awards under the Amended and Restated Equity Incentive Plan.

In addition, the Amended and Restated Equity Incentive Plan imposes individual limitations on the amount of certain awards in order to comply with Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"). Under these limitations, no single participant may receive options or stock appreciation rights ("SARs") in any calendar year that relate to more than 100,000 shares of Common Stock, subject to adjustment in certain circumstances.

With certain limitations, awards made under the Amended and Restated Equity Incentive Plan may be adjusted by the Committee (as defined in the Amended and Restated Equity Incentive Plan) in the event of any stock dividend, reorganization, recapitalization, stock split, combination, merger, consolidation, change in laws, regulations or accounting principles or other relevant unusual or nonrecurring event affecting the Company.

Eligibility and Administration. Any employee, director or consultant shall be eligible to be designated a Participant. The Compensation and Human Resources Committee will administer the

Amended and Restated Equity Incentive Plan and will be composed of not less than two non-employee directors, at least two of whom shall be a “Non-Employee Director” for purposes of Section 16 of the Securities Exchange Act of 1934 and Rule 16b-3 promulgated thereunder and an “outside director” within the meaning of Section 162(m) and the regulations promulgated under the Code, and each of whom shall be, subject to any applicable transitional rules for newly public issuers, “independent” within the meaning of the listing standards of the relevant stock exchange. Subject to the terms of the Amended and Restated Equity Incentive Plan, the Committee is authorized to select participants, determine the type and number of awards to be granted, determine and later amend (subject to certain limitations) the terms and conditions of any award, interpret and specify the rules and regulations relating to the Amended and Restated Equity Incentive Plan, and make all other determinations which may be necessary or desirable for the administration of the Amended and Restated Equity Incentive Plan.

Stock Options and Stock Appreciation Rights. The Compensation and Human Resources Committee is authorized to grant stock options, including both incentive stock options, which can result in potentially favorable tax treatment to the participant, and non-qualified stock options. The Compensation and Human Resources Committee may specify the terms of such grants subject to the terms of the Amended and Restated Equity Incentive Plan. The Compensation and Human Resources Committee is also authorized to grant SARs, either with or without a related option, which SARs may be settled in cash or Common Stock, as the Compensation and Human Resources Committee may determine. The exercise price per share subject to an option is determined by the Compensation and Human Resources Committee, but may not be less than the fair market value of a share of Common Stock on the date of the grant, except in the case of Substitute Awards. The maximum term of each option or SAR, the times at which each option or SAR will be exercisable, and the provisions requiring forfeiture of unexercised options at or following termination of employment generally are fixed by the Compensation and Human Resources Committee, except that no option or SAR may have a term exceeding ten years. Incentive stock options that are granted to holders of more than ten percent of the Company’s voting securities are subject to certain additional restrictions, including a five-year maximum term and a minimum exercise price of 110% of fair market value.

Restricted Shares and Restricted Share Units. The Compensation and Human Resources Committee is authorized to grant restricted shares of Common Stock and restricted share units. Restricted shares are shares of Common Stock subject to transfer restrictions as well as forfeiture upon certain terminations of employment prior to the end of a restricted period or other conditions specified by the Committee in the award agreement. A participant granted restricted shares of Common Stock generally has most of the rights of a shareholder of the Company with respect to the restricted shares, including the right to receive dividends and the right to vote such shares. Except as provided in the Amended and Restated Equity Incentive Plan, none of the restricted shares may be transferred, encumbered or disposed of during the restricted period or until after fulfillment of the restrictive conditions.

Each restricted share unit has a value equal to the fair market value of a share of Common Stock on the date of grant. The Compensation and Human Resources Committee determines, in its sole discretion, the restrictions applicable to the restricted share units. A participant shall receive dividend rights on any vested restricted share units at the time of any payment of dividends to shareholders on shares of Common Stock. Except as determined otherwise by the Compensation and Human Resources Committee, restricted share units may not be transferred, encumbered or disposed of, and such units shall terminate, without further obligation on the part of the Company, unless the participant remains in continuous employment of the Company for the restricted period and any other restrictive conditions relating to the restricted share units are met.

Other Stock-Based Awards. The Compensation and Human Resources Committee is authorized to grant any other type of awards that are denominated or payable in, valued by reference to, or otherwise based on or related to shares of Common Stock. The Compensation and Human Resources Committee will determine the terms and conditions of such awards, consistent with the terms of the Amended and Restated Equity Incentive Plan.

Termination of Employment. The Compensation and Human Resources Committee will determine the terms and conditions that apply to any award upon the termination of employment with the Company, its subsidiaries and affiliates, and provide such terms in the applicable award agreement or in its rules or regulations.

Change in Control. Unless otherwise provided in any applicable award agreement, vesting of all outstanding options and SARs shall accelerate automatically effective as of immediately prior to the consummation of a Change in Control (as defined in the Amended and Restated Equity Incentive Plan) unless the options or SARs are to be assumed by the acquiring or successor entity (or parent thereof) or new options or New Incentives (as defined below) are to be issued in exchange therefor. Vesting of outstanding options and SARs shall not accelerate, unless otherwise provided for by the Compensation and Human Resources Committee in an award agreement or otherwise, if and to the extent that: (i) the options and SARs (including the unvested portion thereof) are to be assumed by the acquiring or successor entity (or parent thereof) or new options and SARs of comparable value are to be issued in exchange therefor pursuant to the terms of the Change in Control transaction, or (ii) the options and SARs (including the unvested portions thereof) are to be replaced by the acquiring or successor entity (or parent thereof) with other awards of comparable value under a new incentive program (“New Incentives”) containing such terms and provisions as the Compensation and Human Resources Committee in its discretion may consider equitable.

If any option or SAR is assumed by an acquiring or successor entity (or parent thereof) or New Incentive is issued in exchange therefor pursuant to the terms of a Change in Control transaction, then unless otherwise provided by the Compensation and Human Resources Committee at or after grant, the vesting of the option, the SAR or the New Incentive shall accelerate if and at such time as the participant’s service as an employee, director, officer, consultant or other service provider to the acquiring or successor entity (or a parent or subsidiary thereof) is terminated involuntarily or voluntarily under certain circumstances within a specified period following consummation of the Change in Control, pursuant to such terms and conditions as shall be set forth in the award agreement.

In the event of a Change in Control of the Company, unless otherwise provided in any applicable award agreement, all restrictions in restricted share and restricted share unit award agreements shall automatically terminate immediately prior to the consummation of such Change in Control, and the shares of Common Stock subject to such award agreements shall immediately vest in full, except to the extent that: (i) in connection with such Change in Control, the acquiring or successor entity (or parent thereof) provides for the continuance or assumption of award agreements or the substitution of new agreements of comparable value covering shares of a successor corporation, with appropriate adjustments as to the number and kind of shares and purchase price, or (ii) such accelerated vesting is precluded by other limitations imposed by the Compensation and Human Resources Committee in the award agreement at or after grant.

Amendment and Termination. The Board may amend, alter, suspend, discontinue or terminate the Amended and Restated Equity Incentive Plan or any portion of the Amended and Restated Equity Incentive Plan at any time, except that shareholder approval must be obtained for any such action if such approval is necessary to comply with any tax or regulatory requirement with which the board of directors deems it desirable or necessary to comply. The Compensation and Human Resources Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any award, either prospectively or retroactively. The Compensation and Human Resources Committee also may not adversely affect the rights of any award holder without the award holder’s consent.

Other Terms of Awards. The Company may take action, including the withholding of amounts from any award made under the Amended and Restated Equity Incentive Plan, to satisfy withholding and other tax obligations. The Compensation and Human Resources Committee may provide for additional cash payments to participants to defray any tax arising from the grant, vesting, exercise or payment of any

award. Awards granted under the Amended and Restated Equity Incentive Plan generally may not be pledged or otherwise encumbered or transferred except (i) by will or by the laws of descent and distribution; or (ii) as permitted by the Compensation and Human Resources Committee in its discretion. Incentive stock options may not be pledged or otherwise encumbered or transferred except by will or by the laws of descent and distribution.

Certain Federal Income Tax Consequences. The following is a brief description of the current federal income tax consequences generally arising with respect to awards under the Amended and Restated Equity Incentive Plan.

Tax consequences to the Company and to participants receiving awards will vary with the type of award. Generally, a participant will not recognize income, and the Company is not entitled to take a deduction, upon the grant of an incentive stock option, a nonqualified option, an SAR, or a restricted share award. A participant will not have taxable income upon exercising an incentive stock option (except that the alternative minimum tax may apply). Upon exercising an option other than an incentive stock option, the participant must generally recognize ordinary income equal to the difference between the exercise price and fair market value of the freely transferable and non-forfeitable shares of Common Stock acquired on the date of exercise.

If a participant sells shares of Common Stock acquired upon exercise of an incentive stock option before the end of two years from the date of grant and one year from the date of exercise, the participant must generally recognize ordinary income equal to the difference between (i) the fair market value of the shares of Common Stock at the date of exercise of the incentive stock option (or, if less, the amount realized upon the disposition of the incentive stock option shares of Common Stock), and (ii) the exercise price. Otherwise, a participant's disposition of shares of Common Stock acquired upon the exercise of an option (including an incentive stock option for which the incentive stock option holding period is met) generally will result in short-term or long-term capital gain or loss measured by the difference between the sale price and the participant's tax basis in such shares of Common Stock (the tax basis generally being the exercise price plus any amount previously recognized as ordinary income in connection with the exercise of the option).

The Company generally will be entitled to a tax deduction equal to the amount recognized as ordinary income by the participant in connection with an option. The Company generally is not entitled to a tax deduction relating to amounts that represent a capital gain to a participant. Accordingly, the Company will not be entitled to any tax deduction with respect to an incentive stock option if the participant holds the shares of Common Stock for the incentive stock option holding periods prior to disposition of the shares.

Similarly, the exercise of an SAR will result in ordinary income on the value of the stock appreciation right to the individual at the time of exercise. The Company will be allowed a deduction for the amount of ordinary income recognized by a participant with respect to an SAR. Upon a grant of restricted stock, the participant will recognize ordinary income on the fair market value of the Common Stock at the time such shares become vested as a result of the restrictions lapsing with respect to restricted shares unless a participant makes an election under Section 83(b) of the Code to be taxed at the time of grant. The participant also is subject to capital gains treatment on the subsequent sale of any Common Stock acquired through the exercise of an SAR or restricted share award. For this purpose, the participant's basis in the Common Stock is its fair market value at the time the SAR is exercised or the restricted share becomes vested (or is granted, if an election under Section 83(b) is made).

The foregoing discussion is general in nature and is not intended to be a complete description of the federal income tax consequences of the Amended and Restated Equity Incentive Plan. This discussion does not address the effects of other federal taxes or taxes imposed under state, local or foreign tax laws. Participants in the Amended and Restated Equity Incentive Plan are urged to consult a tax advisor as to the tax consequences of participation.

The Amended and Restated Equity Incentive Plan is not intended to be a “qualified plan” under Section 401(a) of the Code.

THE BOARD RECOMMENDS THAT YOU VOTE “FOR” THE APPROVAL OF THE TRUXTON CORPORATION AMENDED AND RESTATED 2008 EQUITY INCENTIVE PLAN.

The adoption of the Company’s Amended and Restated Equity Incentive Plan will be approved if the number of shares of Common Stock voted in favor of the proposal exceeds the number of shares of Common Stock voted against it. A properly executed proxy marked “ABSTAIN” with respect to this proposal will not be voted on this proposal, although it will be counted in determining whether there is a quorum. Therefore, abstaining from voting on the Amended and Restated Equity Incentive Plan will have no effect on whether the proposal is approved so long as a quorum is present.

ITEM 3 – RATIFICATION OF APPOINTMENT OF INDEPENDENT AUDITOR

The Audit Committee has appointed Crowe Horwath LLP as the Company’s independent auditor to examine the financial statements of the Company for the year ending December 31, 2014 and to perform other appropriate accounting services.

THE BOARD RECOMMENDS THAT YOU VOTE “FOR” THE RATIFICATION OF THE APPOINTMENT OF CROWE HORWATH LLP AS THE COMPANY’S INDEPENDENT AUDITOR.

The ratification of the appointment of Crowe Horwath LLP as the Company’s independent auditor will be approved if the number of shares of Company Common Stock voted in favor of the proposal exceeds the number of shares of Company Common Stock voted against it. A properly executed proxy marked “ABSTAIN” with respect to this proposal will not be voted on this proposal, although it will be counted in determining whether there is a quorum. Therefore, abstaining from voting on the ratification of the appointment of Crowe Horwath LLP as the Company’s independent auditor will have no effect on whether the proposal is approved so long as a quorum is present.

OTHER MATTERS

The Board knows of no other matters that may be brought before the Meeting. If, however, any matters other than those set forth in this proxy statement should properly come before the Meeting, votes will be cast pursuant to the proxies in accordance with the best judgment of the proxy holders.

SOLICITATION OF PROXIES

The expense of soliciting proxies in the form accompanying this Proxy Statement will be paid by the Company. Directors, officers and employees of the Company may solicit proxies personally or by mail or telephone. The Company does not expect to pay any compensation for the solicitation of proxies, but may reimburse, or request brokers, custodians, nominees and other persons holding Shares in their names or in the names of nominees for their reasonable expenses in sending proxy materials to principals and obtaining their instructions.

If you cannot be present in person at the Meeting, you are requested to complete, sign, date, and return the enclosed proxy promptly. An envelope has been provided for that purpose. No postage is required if mailed in the United States.

APPENDIX A

TRUXTON CORPORATION

AMENDED AND RESTATED

2008 EQUITY INCENTIVE PLAN

**TRUXTON CORPORATION
AMENDED AND RESTATED
2008 EQUITY INCENTIVE PLAN**

WHEREAS, pursuant to the Exchange Agreement and Plan of Reorganization, dated as of March 18, 2009, between NBT Holdings Inc. and Nashville Bank and Trust Company (the “Bank”), which became effective July 1, 2009, NBT Holdings Inc. became the bank holding company for the Bank (the “Reorganization”);

WHEREAS, at the effective time of the Reorganization, each share of Bank Common Stock issued and outstanding immediately prior to the effective time was converted into the right to receive one duly issued, fully paid and nonassessable share of common stock of NBT Holdings Inc.;

WHEREAS, in connection with the Reorganization, NBT Holdings Inc. became the sole stockholder of the Bank and the existing stockholders of the Bank became the stockholders of NBT Holdings Inc.;

WHEREAS, in connection with the Reorganization, the Bank has assigned to NBT Holdings Inc. all of its rights, and NBT Holdings Inc. has assumed all of the Bank’s obligations under, the 2008 Equity Incentive Plan (the “Plan”);

WHEREAS, in connection with the foregoing, the Bank and the Company have entered into an Assignment and Assumption Agreement;

WHEREAS, on, May 15, 2013, the shareholders of NBT Holdings Inc. approved an amendment to the Charter of NBT Holdings Inc. to change the name of NBT Holdings Inc. to Truxton Corporation; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Purpose.

The Plan shall be known as the “Truxton Corporation Amended and Restated 2008 Equity Incentive Plan”. The purpose of the Plan is to promote the interests of Truxton Corporation, a Tennessee corporation (the “Company”), its Subsidiaries and its stockholders by (i) attracting and retaining key officers, employees, and directors of, and consultants to, the Company and its Subsidiaries and Affiliates; (ii) motivating such individuals by means of performance-related incentives to achieve long-range performance goals; (iii) enabling such individuals to participate in the long-term growth and financial success of the Company; (iv) encouraging ownership of stock in the Company by such individuals; and (v) linking their compensation to the long-term interests of the Company and its stockholders.

Section 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

(a) **“Affiliate”** shall mean (i) any entity that, directly or indirectly, is controlled by the Company, (ii) any entity in which the Company has a significant equity interest, (iii) an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act, and (iv) any entity in which the Company has at least twenty percent (20%) of the combined voting power of the entity’s outstanding voting securities, in each case as designated by the Board as being a participating employer in the Plan.

(b) **“Award”** shall mean any Option, Stock Appreciation Right, Restricted Share Award, Restricted Share Unit, Other Stock-Based Award or other award granted under the Plan, whether singly, in combination or in tandem, to a Participant by the Committee (or the Board) pursuant to such terms, conditions, restrictions and/or limitations, if any, as the Committee (or the Board) may establish.

(c) **“Award Agreement”** shall mean any agreement, contract or other instrument or document evidencing any Award, which may be in writing or via an electronic mail transmission, and which may, but need not, be executed or acknowledged by a Participant.

(d) **“Base Value”** shall mean, with respect to any SAR, unless otherwise determined by the Committee at grant, the Fair Market Value of a Share encompassed by a SAR on the grant date of the SAR.

(e) **“Board”** shall mean the Board of Directors of the Company.

(f) **“Cause”** shall mean, unless otherwise defined in the applicable Award Agreement, (i) the engaging by the Participant in willful misconduct that is injurious to the Company or its Subsidiaries or Affiliates, or (ii) the embezzlement or misappropriation of funds or property of the Company or its Subsidiaries or Affiliates by the Participant. For purposes of this paragraph, no act, or failure to act, on the Participant’s part shall be considered “willful” unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant’s action or omission was in the best interest of the Company. Any determination of Cause for purposes of the Plan or any Award shall be made by the Committee in its sole discretion. Any such determination shall be final and binding on a Participant.

(g) **“Change in Control”** shall mean, unless otherwise defined in the applicable Award Agreement, any of the following events:

(i) The acquisition, directly or indirectly, in one transaction or a series of related transactions, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) of the beneficial ownership of securities of the Company possessing more than fifty percent (50%) of the total combined voting power of all outstanding securities of the Company that may be cast for the election of directors of the Company, provided, however, that a Change in Control shall not result upon such acquisition of beneficial ownership if such acquisition occurs as a result of a public offering of the Company’s securities or any financing transaction or series of financing transactions;

(ii) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor company or entity entitled to vote generally in the election of the directors of the Company or such other corporation or entity after such transaction are held in

the aggregate by the holders of the Company's securities entitled to vote generally in the election of directors of the Company immediately prior to such transaction;

(iii) during any period of two (2) consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's shareholders, of each director of the Company first elected during such period was approved by a vote of at least two-thirds (2/3rds) of the directors of the Company then still in office who were (i) directors of the Company at the beginning of any such period, and (ii) not initially (a) appointed or elected to office as result of either an actual or threatened election and/or proxy contest by or on behalf of a Person other than the Board, or (b) designated by a Person who has entered into an agreement with the Company to effect a transaction described in (i) or (ii) above or (iv) or (v) below;

(iv) the approval by the stockholders of a plan or proposal for the liquidation or dissolution of the Company;

(v) the sale or other disposition of all or substantially all of the assets of the Company to any Person (other than a transfer to a Subsidiary); or

(vi) any other event determined by the Committee to constitute a Change in Control for purposes of the Plan.

Notwithstanding the foregoing, (i) unless otherwise provided in an applicable Award Agreement with respect to Awards constituting a "deferral of compensation" subject to Section 409A of the Code, a Change in Control shall mean a "change in the ownership of the Company," a "change in the effective control of the Company," or a "change in the ownership of a substantial portion of the assets of the Company" as such terms are defined in Section 1.409A-3(i)(5) of the U.S. Treasury Regulations, and (ii) no Award Agreement shall define a Change in Control in such a manner that a Change in Control would be deemed to occur prior to the actual consummation of the event or transaction that results in a change of control of the Company (e.g., upon the announcement, commencement, or stockholder approval of any event or transaction that, if completed, would result in a change in control of the Company).

(h) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(i) "Committee" shall mean the Board or a committee of the Board designated by the Board, and following any required registration of any class of the Company's Shares under the Exchange Act, shall mean a committee of the Board composed solely of not less than two Non-Employee Directors, each of whom shall be (i) a "non-employee director" for purposes of Exchange Act Section 16 and Rule 16b-3 thereunder, (ii) an "outside director" for purposes of Section 162(m) of the Code and the regulations promulgated under the Code, and each of whom shall be, subject to any applicable transitional rules for newly public issuers, "independent" within the meaning of the listing standards of the relevant stock exchange.

(j) "Consultant" shall mean any consultant to the Company or its Subsidiaries or Affiliates.

(k) "Director" shall mean a member of the Board.

(l) "Disability" shall mean, unless otherwise defined in the applicable Award Agreement, a disability that would qualify as a total and permanent disability under the Company's then current long-term disability plan. If no long-term disability plan or policy was ever maintained on behalf of the

Participant, Disability shall mean that condition described in Section 22(e)(3) of the Code, as amended from time to time. In the event of a dispute, the determination of Disability shall be made by the Committee and shall be supported by advice of a physician competent in the area to which such Disability relates.

(m) “**Effective Date**” shall mean the date set forth in Section 14.1 hereof.

(n) “**Employee**” shall mean a current or prospective officer or employee of the Company or of any Subsidiary or Affiliate.

(o) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended from time to time.

(p) “**Fair Market Value**” on any given date means the value of one share of Common Stock, determined as follows:

(i) If the Shares are then listed or admitted to trading on a Nasdaq market system or a stock exchange which reports closing sale prices, the Fair Market Value shall be the closing sale price of the Shares on the date of valuation on such Nasdaq market system or principal stock exchange on which the Shares are then listed or admitted to trading, or, if no closing sale price is quoted on such day, then the Fair Market Value shall be the closing sale price of the Shares on such Nasdaq market system or such exchange on the next preceding day for which a closing sale price is reported.

(ii) If the Shares are not then listed or admitted to trading on a Nasdaq market system or a stock exchange that reports closing sale prices, the Fair Market Value shall be the average of the closing bid and asked prices of the Shares in the over-the-counter market on the date of valuation.

(iii) If neither (i) nor (ii) is applicable as of the date of valuation, then the Fair Market Value shall be determined by the Committee in good faith using the reasonable application of any reasonable method of valuation, which determination shall be conclusive and binding on all interested parties.

(q) “**Incentive Stock Option**” shall mean an option to purchase Shares from the Company that is granted under Section 6 of the Plan and that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

(r) “**New Incentive**” shall have the meaning set forth in Section 11(b).

(s) “**Non-Employee Director**” shall mean a member of the Board who is not an officer or employee of the Company or any Subsidiary or Affiliate;

(t) “**Non-Qualified Stock Option**” shall mean an option to purchase Shares from the Company that is granted under Sections 6 or 9 of the Plan and is not intended to be an Incentive Stock Option.

(u) “**Option**” shall mean an Incentive Stock Option or a Non-Qualified Stock Option.

(v) “**Option Price**” shall mean the purchase price payable to purchase one Share upon the exercise of an Option.

(w) **“Other Stock-Based Award”** shall mean any Award granted under Sections 8 or 9 of the Plan.

(x) **“Participant”** shall mean any Employee, Director, Consultant or other person who receives an Award under the Plan.

(y) **“Person”** shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, government or political subdivision thereof or other entity.

(z) **“Restricted Share”** shall mean any Share granted under Sections 7 or 9 of the Plan.

(aa) **“Restricted Share Unit”** shall mean any unit granted under Sections 7 or 9 of the Plan.

(bb) **“Retirement”** shall mean, unless otherwise defined in the applicable Award Agreement, retirement of a Participant from the employ or service of the Company or any of its Subsidiaries or Affiliates in accordance with the terms of the applicable Company retirement plan or, if a Participant is not covered by any such plan, retirement on or after such Participant’s 65th birthday.

(cc) **“SEC”** shall mean the Securities and Exchange Commission or any successor thereto.

(dd) **“Section 16”** shall mean Section 16 of the Exchange Act and the rules promulgated thereunder and any successor provision thereto as in effect from time to time.

(ee) **“Shares”** shall mean shares of the common stock, \$0.01 par value, of the Company.

(ff) **“Stock Appreciation Right”** or **“SAR”** shall mean a stock appreciation right granted under Sections 6 or 10 of the Plan that entitles the holder to receive, with respect to each Share encompassed by the exercise of such SAR, the amount, in cash or Shares (or a combination thereof), determined by the Committee and specified in an Award Agreement. In the absence of such a determination, the holder shall be entitled to receive, with respect to each Share encompassed by the exercise of such SAR, the excess of the Fair Market Value on the date of exercise over the Base Value of such SAR.

(gg) **“Subsidiary”** shall mean any Person (other than the Company) of which a majority of its voting power or its equity securities or equity interest is owned directly or indirectly by the Company.

(hh) **“Substitute Awards”** shall mean Awards granted solely in assumption of, or in substitution for, outstanding awards previously granted by a Person acquired by the Company or with which the Company combines.

(ii) **“Termination of Service”** shall mean the termination of the service relationship, whether employment or otherwise, between a Participant and the Company and any Affiliates, regardless of the fact that severance or similar payments are made to the Participant for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, Disability or Retirement. The Committee shall, in its absolute discretion, determine the effect of all matters and questions relating to a Termination of Service, including, but not by way of limitation, the question of whether a leave of absence constitutes a Termination of Service, or whether a Termination of Service is for Cause. Unless otherwise provided in an applicable Award Agreement, with respect to Awards constituting a “deferral of compensation” subject to Section 409A of the Code, a “Termination of Service” shall have occurred only

if the event constitutes a “separation from service” within the meaning of Section 1.409A-1(h) of the U.S. Treasury Regulations.

(jj) “**2004 Plan**” shall mean the Nashville Bank and Trust Company 2004 Stock Option Plan.

Section 3. Administration.

3.1 *Authority of Committee.* The Plan shall be administered by the Committee; provided, however, with respect to Awards to Non-Employee Directors, all references in the Plan to the Committee shall be deemed to be references to the Board. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority in its discretion to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Shares to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with Awards; (iv) determine the timing, terms, and conditions of any Award; (v) accelerate the time at which all or any part of an Award may be settled or exercised; (vi) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vii) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Committee; (viii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (ix) except to the extent prohibited by Section 6.2, amend or modify the terms of any Award at or after grant with the consent of the holder of the Award; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan, subject to the exclusive authority of the Board under Section 12 hereunder to amend or terminate the Plan. The exercise of an Option or receipt of an Award shall be effective only if an Award Agreement shall have been duly executed and delivered on behalf of the Company following the grant of the Option or other Award.

3.2 *Committee Discretion Binding.* Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, any Subsidiary or Affiliate, any Participant and any holder or beneficiary of any Award.

3.3 *Delegation.* Subject to the terms of the Plan, the Committee’s charter and applicable law, the Committee may delegate to one or more officers or managers of the Company or of any Subsidiary or Affiliate, or to a Committee of such officers or managers, the authority, subject to such terms and limitations as the Committee shall determine, to grant Awards to or to cancel, modify or waive rights with respect to, or to alter, discontinue, suspend or terminate Awards held by Participants who are not officers or directors of the Company for purposes of Section 16 or who are otherwise not subject to such Section.

3.4 *No Liability.* No member of the Board or the Committee shall be liable for any action taken or determination made in good faith with respect to the Plan or any Award granted hereunder.

Section 4. Shares Available For Awards.

4.1 *Shares Available.* Subject to the provisions of Section 4.2 hereof, the stock to be subject to Awards under the Plan shall be the Shares of the Company and the maximum number of Shares with respect to which Awards may be granted under the Plan shall be 900,000, less the number of Shares subject to options to purchase Shares that have been granted pursuant to the 2004 Plan (and not otherwise forfeited). If, after the Effective Date, any Shares covered by an Award granted under this Plan or options granted under the 2004 Plan, or to which such an Award or options relate, are forfeited, or if such an Award or options are settled for cash or otherwise terminates, expires unexercised or is canceled without the delivery of Shares, then the Shares covered by such Award or options, or to which they relate, or the number of Shares otherwise counted against the aggregate number of Shares with respect to which Awards or such options may be granted, to the extent of any such settlement, forfeiture, termination, expiration or cancellation, shall again become Shares with respect to which Awards may be granted. In the event that any option or other Award granted hereunder or pursuant to the 2004 Plan is exercised through the delivery of Shares or in the event that withholding tax liabilities arising from such Award or option are satisfied by the withholding of Shares by the Company, the number of Shares available for Awards under the Plan shall be increased by the number of Shares so surrendered or withheld. Notwithstanding the foregoing and subject to adjustment as provided in Section 4.2 hereof, no Participant may receive Options or SARs under the Plan in any calendar year that, taken together, relate to more than 100,000 Shares.

4.2 *Adjustments.* In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares, then the Committee shall in an equitable and proportionate manner (and, with respect to Incentive Stock Options, in such equitable and proportionate manner as is consistent with Section 422 of the Code and the regulations thereunder and with respect to Non-Qualified Stock Options, in such equitable and proportionate manner as is consistent with Section 409A of the Code and the regulations thereunder): (i) adjust any or all of (1) the aggregate number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted under the Plan; (2) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards under the Plan, provided that the number of shares subject to any Award shall always be a whole number; (3) the grant or exercise price with respect to any Award under the Plan; and (4) the limits on the number of Shares that may be granted to Participants under the Plan in any calendar year; (ii) provide for an equivalent award in respect of securities of the surviving entity of any merger, consolidation or other transaction or event having a similar effect; or (iii) make provision for a cash payment to the holder of an outstanding Award.

4.3 *Substitute Awards.* Substitute Awards shall not reduce the Shares authorized for grant under the Plan, nor shall Shares subject to a Substitute Award again be available for Awards under the Plan to the extent of any forfeiture, expiration or cash settlement as provided in Section 4.1 above. Additionally, in the event that a Person acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

4.4 *Sources of Shares Deliverable Under Awards.* Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of issued Shares which have been reacquired by the Company.

Section 5. Eligibility.

Any Employee, Director or Consultant shall be eligible to be designated a Participant; provided, however, that Non-Employee Directors shall only be eligible to receive Awards granted consistent with Section 9.

Section 6. Stock Options And Stock Appreciation Rights.

6.1 *Grant.* Subject to the provisions of the Plan, the Committee (or its designee) shall have sole and complete authority to determine the Participants to whom Options and SARs shall be granted, the number of Shares subject to each Award, the exercise price of an Option or the price at which an SAR shall be granted (the "Grant Price") and the conditions and limitations applicable to the exercise of each Option and SAR. An Option may be granted with or without a related SAR. An SAR may be granted with or without a related Option. The Committee shall have the authority to grant Incentive Stock Options and to grant Non-Qualified Stock Options. In the case of Incentive Stock Options or SARs related to such Options, the terms and conditions of such grants shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code, as from time to time amended, and any regulations implementing such statute. A person who has been granted an Option or SAR under this Plan may be granted additional Options or SARs under the Plan if the Committee shall so determine; provided, however, that to the extent the aggregate Fair Market Value (determined at the time the Incentive Stock Option or SAR related thereto is granted) of the Shares with respect to which all Incentive Stock Options or SARs related thereto are exercisable for the first time by an Employee during any calendar year (under all plans described in subsection (d) of Section 422 of the Code of the Employee's employer corporation and its parent and Subsidiaries) exceeds \$100,000 such Options shall be treated as Non-Qualified Stock Options.

6.2 *Price.* The Committee in its sole discretion shall establish the Option Price at the time each Option is granted, which price shall be set forth in an Award Agreement. Except in the case of Substitute Awards, the Option Price of an Option may not be less than one hundred percent (100%) of the Fair Market Value of the Shares with respect to which the Option is granted on the date of grant of such Option. The Committee in its sole discretion shall establish the Grant Price at the time each SAR is granted, which Grant Price shall be set forth in an Award Agreement. Except with respect to Substitute Awards, the Base Value or Grant Price of a SAR may not be set at less than the Fair Market Value of a Share on the date of grant of such SAR.

6.3 *Term.* Subject to the Committee's authority under Section 3.1 and the provisions of Section 6.6, each Option and SAR and all rights and obligations thereunder shall expire on the date determined by the Committee and specified in the Award Agreement. The Committee shall be under no duty to provide terms of like duration for Options or SARs granted under the Plan. Notwithstanding the foregoing, no Option or SAR shall be exercisable after the expiration of ten (10) years from the date such Option or SAR was granted.

6.4 *Exercise.*

(a) Each Option and SAR shall be exercisable at such times and subject to such terms and conditions as the Committee may, in its sole discretion, specify in the applicable Award Agreement or thereafter. The Committee shall have full and complete authority to determine, subject to Section 6.5 herein, whether an Option or SAR will be exercisable in full at any time or

from time to time during the term of the Option or SAR, or to provide for the exercise thereof in such installments, upon the occurrence of such events and at such times during the term of the Option or SAR as the Committee may determine.

(b) The Committee may impose such conditions with respect to the exercise of Options, including without limitation, any relating to the application of federal, state or foreign securities laws or the Code, as it may deem necessary or advisable. The exercise of any Option granted hereunder shall be effective only at such time as the sale of Shares pursuant to such exercise will not violate any state or federal securities or other laws.

(c) An Option, or SAR exercisable for Shares, may be exercised in whole or in part at any time, with respect to whole Shares only, within the period permitted thereunder for the exercise thereof, and shall be exercised by written notice of intent to exercise the Option or SAR, delivered to the Company at its principal office, and payment in full to the Company at the direction of the Committee of the amount of the Option Price, in the case of an Option, for the number of Shares with respect to which the Option is then being exercised. A SAR that is related to an Incentive Stock Option may be exercised only to the extent that the related Option is exercisable and only when the Fair Market Value exceeds the Option Price of the related Option. The exercise of either an Option or the related SAR shall result in the termination of the other to the extent of the number of Shares with respect to which either the Option or the related SAR is exercised

(d) Payment of the Option Price shall be made in (i) cash or cash equivalents, or, at the discretion of the Committee, (ii) (A) by transfer, either actually or by attestation, to the Company of whole Shares held by the Participant valued at the Fair Market Value of such Shares on the date of exercise (or next succeeding trading date, if the date of exercise is not a trading date), together with any applicable withholding taxes, such transfer to be upon such terms and conditions as determined by the Committee, (B) by surrendering a stock award valued at market value at the time of surrender, or (C) by a combination of the above. In addition, the Option Price may be payable by such other method as the Committee may allow, including by way of a "net exercise" pursuant to which a Participant, without tendering the Option Price, is paid shares of Stock representing the excess of (i) the Fair Market Value on the date of exercise of the shares of Stock as to which the Option is being exercised over (ii) the aggregate Option Price and applicable withholding taxes (unless such withholding is otherwise paid by the Participant). Until the Participant exercising an Option or SAR has been issued the Shares subject to such exercise, he or she shall possess no rights as a stockholder with respect to such Shares.

(e) At the Committee's discretion, the amount payable as a result of the exercise of an SAR may be settled in cash, Shares or a combination of cash and Shares. A fractional Share shall not be deliverable upon the exercise of a SAR but a cash payment will be made in lieu thereof.

(f) Notwithstanding the foregoing, an Award Agreement may provide, or be amended to provide, that if on the last day of the term of an Option or SAR the Fair Market Value of one Share exceeds the Option Price (or Grant Price, if applicable) per Share, the Participant has not exercised the Award and the Award has not expired, the Award shall be deemed to have been exercised by the Participant on such day with any Option payment made by withholding Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to the Participant the number of Shares for which the Option or SAR was deemed exercised, less the number of Shares required to be withheld for the payment of the total Option Price and required withholding taxes.

6.5 *Ten Percent Stock Rule.* Notwithstanding any other provisions in the Plan, if at the time an Option is otherwise to be granted pursuant to the Plan, the participant to whom such Option is to be granted owns directly or indirectly (within the meaning of Section 424(d) of the Code) Shares of the Company possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or its parent or Subsidiary or Affiliate corporations (within the meaning of Section 422(b)(6) of the Code), then any Incentive Stock Option to be granted to such Participant pursuant to the Plan shall satisfy the requirement of Section 422(c)(5) of the Code, and the Option Price shall be not less than one hundred ten percent (110%) of the Fair Market Value of the Shares of the Company, and such Option by its terms shall not be exercisable after the expiration of five (5) years from the date such Option is granted.

Section 7. Restricted Shares And Restricted Share Units.

7.1 Grant.

(a) Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Participants to whom Restricted Shares and Restricted Share Units shall be granted, the number of Restricted Shares and/or the number of Restricted Share Units to be granted to each Participant, the duration of the period during which, and the conditions under which, the Restricted Shares and Restricted Share Units may be forfeited to the Company, and the other terms and conditions of such Awards. The Restricted Share and Restricted Share Unit Awards shall be evidenced by Award Agreements in such form as the Committee shall from time to time approve, which agreements shall comply with and be subject to the terms and conditions provided hereunder and any additional terms and conditions established by the Committee that are consistent with the terms of the Plan.

(b) Each Restricted Share and Restricted Share Unit Award made under the Plan shall be for such number of Shares as shall be determined by the Committee and set forth in the Award Agreement containing the terms of such Restricted Share or Restricted Share Unit Award. Such agreement shall set forth a period of time during which the Participant to whom such award had been granted must remain in the continuous employment of the Company in order for the forfeiture and transfer restrictions to lapse. If the Committee so determines, the restrictions may lapse during such restricted period in installments with respect to specified portions of the Shares covered by the Restricted Share or Restricted Share Unit Award. The Award Agreement may also, in the discretion of the Committee, set forth performance or other conditions that will subject the Shares to forfeiture and transfer restrictions. The Committee may, at its discretion, waive all or any part of the restrictions applicable to any or all outstanding Restricted Share and Restricted Share Unit Awards.

7.2 Delivery of Shares and Transfer Restrictions. At the time of a Restricted Share Award, a certificate representing the number of Shares awarded thereunder shall be registered in the name of the recipient of such Award. Such certificate shall be held by the Company or any custodian appointed by the Company for the account of the Participant subject to the terms and conditions of the Plan, and shall bear such a legend setting forth the restrictions imposed thereon as the Committee, in its discretion, may determine. Unless otherwise provided in the applicable Award Agreement, the Participant shall have all rights of a stockholder with respect to the Restricted Shares, including the right to receive dividends and the right to vote such Shares, subject to the following restrictions: (i) the Participant shall not be entitled to delivery of the stock certificate until the expiration of the restricted period and the fulfillment of any other restrictive conditions set forth in the Award Agreement with respect to such Shares; (ii) none of the Shares may be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of during such restricted period or until after the fulfillment of any such other restrictive conditions; and (iii) except as otherwise determined by the Committee at or after grant, all of the Shares shall be forfeited and all rights of

the Participant to such Shares shall terminate, without further obligation on the part of the Company, unless the Participant remains in the continuous employment of the Company for the entire restricted period in relation to which such Shares were granted and unless any other restrictive conditions relating to the Restricted Share Award are met. Unless otherwise provided in the applicable Award Agreement, any Shares, any other securities of the Company and any other property (except for cash dividends) distributed with respect to the Shares subject to Restricted Share Awards shall be subject to the same restrictions, terms and conditions as such restricted Shares.

7.3 *Termination of Restrictions.* At the end of the restricted period and provided that any other restrictive conditions of the Restricted Share Award are met, or at such earlier time as otherwise determined by the Committee, all restrictions set forth in the Award Agreement relating to the Restricted Share Award or in the Plan shall lapse as to the restricted Shares subject thereto, and a stock certificate for the appropriate number of Shares, free of the restrictions and restricted stock legend, shall be delivered to the Participant or the Participant's beneficiary or estate, as the case may be, or the appropriate book-entry registration shall be made.

7.4 *Payment of Restricted Share Units.* Each Restricted Share Unit shall have a value equal to the Fair Market Value of a Share. Restricted Share Units shall be paid in cash, Shares, other securities or other property, as determined in the sole discretion of the Committee, upon the lapse of the restrictions applicable thereto, or otherwise in accordance with the applicable Award Agreement. Unless otherwise provided in the applicable Award Agreement, a Participant shall receive dividend rights in respect of any vested Restricted Stock Units at the time of any payment of dividends to stockholders on Shares. The amount of any such dividend right shall equal the amount that would be payable to the Participant as a stockholder in respect of a number of Shares equal to the number of vested Restricted Stock Units then credited to the Participant. Any such dividend right shall be paid in accordance with the Company's payment practices as may be established from time to time and as of the date on which such dividend would have been payable in respect of outstanding Shares. Unless otherwise provided in the applicable Award Agreement, dividend equivalents shall not be paid in respect of Restricted Share Units that are not yet vested. Except as otherwise determined by the Committee at or after grant, Restricted Share Units may not be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of, and all Restricted Share Units and all rights of the Participant to such Restricted Share Units shall terminate, without further obligation on the part of the Company, unless the Participant remains in continuous employment of the Company for the entire restricted period in relation to which such Restricted Share Units were granted and unless any other restrictive conditions relating to the Restricted Share Unit Award are met.

Section 8. Other Stock-Based Awards.

The Committee shall have the authority to determine the Participants who shall receive an Other Stock-Based Award, which shall consist of any right that is (i) not an Award described in Sections 6 or 7 above and (ii) an Award of Shares or an Award denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as deemed by the Committee to be consistent with the purposes of the Plan. Subject to the terms of the Plan and any applicable Award Agreement, the Committee shall determine the terms and conditions of any such Other Stock-Based Award.

Section 9. Non-Employee Director Awards.

9.1 The Board may provide that all or a portion of a Non-Employee Director's annual retainer, meeting fees and/or other awards or compensation as determined by the Board, be payable (either automatically or at the election of a Non-Employee Director) in the form of Non-Qualified Stock Options, Restricted Shares, Restricted Share Units and/or Other Stock-Based Awards, including unrestricted Shares.

The Board shall determine the terms and conditions of any such Awards, including the terms and conditions which shall apply upon a termination of the Non-Employee Director's service as a member of the Board, and shall have full power and authority in its discretion to administer such Awards, subject to the terms of the Plan and applicable law.

9.2 The Board may also grant Awards to Non-Employee Directors pursuant to the terms of the Plan, including any Award described in Sections 6, 7 or 8 above.

Section 10. Termination Of Employment.

The Committee shall have the full power and authority to determine the terms and conditions that shall apply to any Award upon a termination of employment with the Company, its Subsidiaries and Affiliates, including a termination by the Company with or without Cause, by a Participant voluntarily, or by reason of death, Disability or Retirement, and may provide such terms and conditions in the Award Agreement or in such rules and regulations as it may prescribe.

Section 11. Change In Control.

In order to preserve a Participant's rights in the event of a Change in Control of the Company, and unless otherwise provided in an Award Agreement:

(a) Vesting of all outstanding Options and SARs shall accelerate automatically effective as of immediately prior to the consummation of the Change in Control unless the Options or SARs are to be assumed by the acquiring or successor entity (or parent thereof) or new options or New Incentives are to be issued in exchange therefor, as provided in subsection (b) below.

(b) Vesting of outstanding Options and SARs shall not accelerate if and to the extent that: (i) the Options and SARs (including the unvested portion thereof) are to be assumed by the acquiring or successor entity (or parent thereof) or new options and stock appreciation rights of comparable value are to be issued in exchange therefor pursuant to the terms of the Change in Control transaction, or (ii) the Options and SARs (including the unvested portions thereof) are to be replaced by the acquiring or successor entity (or parent thereof) with other awards of comparable value under a new incentive program ("New Incentives") containing such terms and provisions as the Committee in its discretion may consider equitable. If outstanding Options or SARs are assumed, or if New Incentives of comparable value are issued in exchange therefor, then each such Option and SAR or new stock option or new stock appreciation right shall be appropriately adjusted, concurrently with the Change in Control, to apply to the number and class of securities or other property that the Optionee or SAR holder would have received pursuant to the Change in Control transaction in exchange for the shares issuable upon exercise of the Option or SAR had the Option or SAR been exercised immediately prior to the Change in Control, and appropriate adjustment also shall be made to the Option Price such that the aggregate Option Price of each such Option or new option and the aggregate Base Value of each such SAR or new stock appreciation right shall remain the same as nearly as practicable.

(c) If any Option or SAR is assumed by an acquiring or successor entity (or parent thereof) or New Incentive is issued in exchange therefor pursuant to the terms of a Change in Control transaction, then unless otherwise provided by the Committee at or after grant, the vesting of the Option, the SAR or the New Incentive shall accelerate if and at such time as the Participant's service as an employee, director, officer, consultant or other service provider to the acquiring or successor entity (or a parent or subsidiary thereof) is terminated involuntarily or voluntarily under certain circumstances within a

specified period following consummation of the Change in Control, pursuant to such terms and conditions as shall be set forth in the Award Agreement.

(d) If vesting of outstanding Options or SARs will accelerate pursuant to subsection (a) above, the Committee in its discretion may provide, in connection with the Change in Control transaction, for the purchase or exchange of each such Award for an amount of cash or other property having a value equal to the difference (or “spread”) between: (x) the value of the cash or other property that the Participant would have received pursuant to the Change in Control transaction in exchange for the shares issuable upon exercise of the Option or the SAR had such Award been exercised immediately prior to the Change in Control, and (y) the Exercise Price of the Option, as the case may be.

(e) The Committee shall have the discretion to provide in each Award Agreement other terms and conditions that relate to (i) vesting of the Award in the event of a Change in Control, and (ii) assumption of such Awards or issuance of comparable securities or New Incentives in the event of a Change in Control. The aforementioned terms and conditions may vary in each Award agreement, and may be different from and have precedence over the provisions set forth in Sections 11(a) - (d) above.

(f) Outstanding Options and SARs shall terminate and cease to be exercisable upon consummation of a Change in Control except to the extent that the Options or SARs are assumed by the successor entity (or parent thereof) pursuant to the terms of the Change in Control transaction.

(g) If outstanding Options or SARs will not be assumed by the acquiring or successor entity (or parent thereof), the Committee shall cause written notice of a proposed Change in Control transaction to be given to Participants not less than fifteen (15) days prior to the anticipated effective date of the proposed transaction.

(h) In the event of a Change in Control of the Company, all restrictions in Restricted Share and Restricted Share Unit Award Agreements shall automatically terminate immediately prior to the consummation of such Change in Control, and the shares of Common Stock subject to such Award Agreements shall immediately vest in full, except to the extent that: (i) in connection with such Change in Control, the acquiring or successor entity (or parent thereof) provides for the continuance or assumption of Award Agreements or the substitution of new agreements of comparable value covering shares of a successor corporation, with appropriate adjustments as to the number and kind of shares and purchase price, or (ii) such accelerated vesting is precluded by other limitations imposed by the Committee in the Award Agreement at or after grant. If restrictions shall terminate pursuant to this subsection (h), then the Committee shall cause written notice of the proposed Change in Control transaction to be given to Participants not less than fifteen (15) days prior to the anticipated effective date of the proposed transaction.

(i) The Committee in its discretion may provide in any Restricted Share or Restricted Share Unit Award Agreement that if, upon a Change in Control, the acquiring or successor entity (or parent thereof) provides for the continuance or assumption of such Award Agreement or the substitution of new agreements of comparable value covering shares of a successor corporation (with appropriate adjustments as to the number and kind of shares and purchase price), then any restrictions provided for in such Award Agreement shall terminate, and the shares of Common Stock subject to the Restricted Share or Restricted Share Unit Award Agreement or any substituted shares shall immediately vest in full, if the Participant’s service as an employee, director, officer, consultant or other service provider to the acquiring or successor entity (or a parent or subsidiary thereof) is terminated involuntarily or voluntarily under certain circumstances within a specified period following consummation of a Change in Control pursuant to such terms and conditions as shall be set forth in the Award Agreement.

Section 12. Amendment And Termination.

12.1 *Amendments to the Plan.* The Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; provided that no such amendment, alteration, suspension, discontinuation or termination shall be made without stockholder approval if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to comply.

12.2 *Amendments to Awards.* Subject to the restrictions of Section 6.2, the Committee may waive any conditions or rights under, amend any terms of or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary.

12.3 *Adjustments of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events.* The Committee is hereby authorized to make equitable and proportionate adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4.2 hereof) affecting the Company, any Subsidiary or Affiliate, or the financial statements of the Company or any Subsidiary or Affiliate, or of changes in applicable laws, regulations or accounting principles in accordance with the Plan.

Section 13. General Provisions.

13.1 *Limited Transferability of Awards.* Except as otherwise provided in the Plan, no Award shall be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant, except by will or the laws of descent and distribution and/or as may be provided by the Committee in its discretion, at or after grant, in the Award Agreement. No transfer of an Award by will or by laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and an authenticated copy of the will and/or such other evidence as the Committee may deem necessary or appropriate to establish the validity of the transfer.

13.2 *Dividend Equivalents.* In the sole and complete discretion of the Committee, an Award may provide the Participant with dividends or dividend equivalents, payable in cash, Shares, other securities or other property on a current or deferred basis. All dividend or dividend equivalents which are not paid currently may, at the Committee's discretion, accrue interest, be reinvested into additional Shares and be paid to the Participant if and when, and to the extent that, payment is made pursuant to such Award. The total number of Shares available for grant under Section 4 shall not be reduced to reflect any dividends or dividend equivalents that are reinvested into additional Shares.

13.3 *No Rights to Awards.* No Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards need not be the same with respect to each Participant.

13.4 *Share Certificates.* All certificates for Shares or other securities of the Company or any Subsidiary or Affiliate delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the SEC or any state securities commission or regulatory authority, any stock exchange or other market upon which such Shares or other securities are then

listed, and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

13.5 *Withholding.* A Participant may be required to pay to the Company or any Subsidiary or Affiliate and the Company or any Subsidiary or Affiliate shall have the right and is hereby authorized to withhold from any Award, from any payment due or transfer made under any Award or under the Plan, or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards or other property) of any applicable withholding or other tax-related obligations in respect of an Award, its exercise or any other transaction involving an Award, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. Taxes, if withheld, will be withheld at the statutory minimum rate. The Committee may provide for additional cash payments to holders of Options to defray or offset any tax arising from the grant, vesting, exercise or payment of any Award.

13.6 *Award Agreements.* Each Award hereunder shall be evidenced by an Award Agreement that shall be delivered to the Participant and may specify the terms and conditions of the Award and any rules applicable thereto. In the event of a conflict between the terms of the Plan and any Award Agreement, the terms of the Plan shall prevail. The Committee shall, subject to applicable law, determine the date an Award is deemed to be granted. The Committee or, except to the extent prohibited under applicable law, its delegate(s) may establish the terms of agreements or other documents evidencing Awards under this Plan and may, but need not, require as a condition to any such agreement's or document's effectiveness that such agreement or document be executed by the Participant, including by electronic signature or other electronic indication of acceptance, and that such Participant agree to such further terms and conditions as specified in such agreement or document. The grant of an Award under this Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in this Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the agreement or other document evidencing such Award.

13.7 *No Limit on Other Compensation Arrangements.* Nothing contained in the Plan shall prevent the Company or any Subsidiary or Affiliate from adopting or continuing in effect other compensation arrangements, which may, but need not, provide for the grant of Options, Restricted Shares, Restricted Share Units, Other Stock-Based Awards or other types of Awards provided for hereunder.

13.8 *No Right to Employment.* The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any Subsidiary or Affiliate. Further, the Company or a Subsidiary or Affiliate may at any time dismiss a Participant from employment, free from any liability or any claim under the Plan, unless otherwise expressly provided in an Award Agreement.

13.9 *Compliance with Section 409A of the Code.* Notwithstanding any other provisions of the Plan or any Award Agreement thereunder, it is intended that the provisions of the Plan and such Award Agreement comply with Section 409A of the Code, and that no Award shall be granted, deferred, accelerated, extended, paid out or modified under this Plan, or any Award Agreement interpreted, in a manner that would result in the imposition of an additional tax under Section 409A of the Code upon a Participant. Any provision of this Plan that would cause the grant of an Award or the payment, settlement or deferral thereof to fail to satisfy Section 409A of the Code shall be amended to comply with Section 409A of the Code on a timely basis, which may be made on a retroactive basis, in accordance with regulations and other guidance issued under Section 409A of the Code. In the event that it is reasonably determined by the Board or the Committee that, as a result of Section 409A of the Code, payments in respect of any Award under the Plan may not be made at the time contemplated by the terms of the Plan or the relevant Award Agreement, as the case may be, without causing the Participant holding such Award to be subject to taxation under Section 409A of the Code, the Company will make such payment on the first day that would not

result in the Participant incurring any tax liability under Section 409A of the Code; which, if the Participant is a “specified employee” within the meaning of the Section 409A, shall be the first day following the six-month period beginning on the date of the Participant’s Termination of Service. Notwithstanding the foregoing, each Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on him or her, or in respect of any payment or benefit delivered in connection with the Plan (including any taxes and penalties under Section 409A of the Code), and the Company shall not have any obligation to indemnify or otherwise hold any Participant harmless from any or all such taxes or penalties.

13.10 *No Rights as Stockholder.* Subject to the provisions of the Plan and the applicable Award Agreement, no Participant or holder or beneficiary of any Award shall have any rights as a stockholder with respect to any Shares to be distributed under the Plan until such person has become a holder of such Shares. Notwithstanding the foregoing, in connection with each grant of Restricted Shares hereunder, the applicable Award Agreement shall specify if and to what extent the Participant shall not be entitled to the rights of a stockholder in respect of such Restricted Shares.

13.11 *Governing Law.* The validity, construction and effect of the Plan and any rules and regulations relating to the Plan and any Award Agreement shall be determined in accordance with the laws of the State of Tennessee without giving effect to conflicts of laws principles.

13.12 *Severability.* If any provision of the Plan or any Award is, or becomes, or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

13.13 *Other Laws.* The Committee may refuse to issue or transfer any Shares or other consideration under an Award if, acting in its sole discretion, it determines that the issuance or transfer of such Shares or such other consideration might violate any applicable law or regulation (including applicable non-U.S. laws or regulations) or entitle the Company to recover the same under Exchange Act Section 16(b), and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

13.14 *No Trust or Fund Created.* Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Subsidiary or Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Subsidiary or Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Subsidiary or Affiliate.

13.15 *No Fractional Shares.* No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

13.16 *Headings.* Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

Section 14. Term Of The Plan.

14.1 *Effective Date.* The Plan has been approved by the Board and shall be effective as of May 21, 2014 provided it has been approved by the Company's stockholders.

14.2 *Expiration Date.* No new Awards shall be granted under the Plan after the tenth anniversary of the Effective Date. Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted hereunder may, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award or to waive any conditions or rights under any such Award shall, continue after the tenth anniversary of the Effective Date.

