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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission file number 001-41633

Burke & Herbert Financial Services Corp.

(Exact name of registrant as specified in its charter)

Virginia	**92-0289417**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
100 S. Fairfax Street, Alexandria, Virginia	**22314**
(Address of principal executive offices)	(Zip Code)

703-666-3555
Registrant's telephone number, including area code

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

Title of Each Class	Trading symbol	Name of Exchange on which registered
Common Stock, par value $0.50 per share	**BHRB**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 3, 2026, there were 20,193,681 shares of the registrant's common stock outstanding.

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Part I - Financial Information

Item 1. Financial Statements

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Burke & Herbert Financial Services Corp.
Consolidated Balance Sheets
(In thousands, except share and per share data)

	September 30, 2026 (Unaudited)	December 31, 2025 (Audited)
Assets		
Cash and due from banks	$ 101,308	$ 53,497
Interest-earning deposits with banks	43,088	235,630
Cash and cash equivalents	144,396	289,127
Securities available-for-sale, at fair value	1,943,142	1,615,954
Restricted stock, at cost	58,999	42,187
Loans held-for-sale, at fair value	2,202	365
Loans	8,061,967	5,387,676
Allowance for credit losses	(92,473)	(67,823)
Net loans	7,969,494	5,319,853
Other real estate owned	2,873	2,689
Premises and equipment, net	148,370	136,809
Accrued interest receivable	48,725	35,442
Intangible assets	74,402	41,747
Goodwill	118,345	34,149
Company-owned life insurance	270,917	213,200
Other assets	252,528	189,104
Total Assets	$ 11,034,393	$ 7,920,626
Liabilities and Shareholders' Equity		
Liabilities		
Non-interest-bearing deposits	$ 2,015,942	$ 1,336,380
Interest-bearing deposits	6,939,693	5,067,561
Total deposits	8,955,635	6,403,941
Short-term borrowings	525,000	450,000
Subordinated debentures, net	233,935	70,222
Subordinated debentures owed to unconsolidated subsidiary trusts, net	17,458	17,268
Accrued interest and other liabilities	148,621	124,546
Total Liabilities	9,880,649	7,065,977
Commitments and contingent liabilities (see Note 10)		
Shareholders' Equity		
Preferred stock and related surplus, $1.00 par value per share; 2,000,000 shares authorized; 1,500 shares issued and outstanding at September 30, 2026; 1,500 shares issued and outstanding at December 31, 2025	10,413	10,413
Common Stock	10,382	7,800
$0.50 par value; 40,000,000 shares authorized, 20,764,929 shares issued and 20,193,639 shares outstanding at September 30, 2026; 40,000,000 shares authorized, 15,599,814 shares issued and 15,028,524 shares outstanding at December 31, 2025		
Common stock, additional paid-in capital	736,232	405,922
Retained earnings	558,786	517,058
Accumulated other comprehensive income (loss)	(134,485)	(58,960)
Treasury stock	(27,584)	(27,584)
571,290 shares, at cost, at September 30, 2026, and 571,290 shares, at cost, at December 31, 2025		
Total Shareholders' Equity	1,153,744	854,649
Total Liabilities and Shareholders' Equity	$ 11,034,393	$ 7,920,626

See Notes to Consolidated Financial Statements.

Burke & Herbert Financial Services Corp.
Consolidated Statements of Income
(In thousands, except share and per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Interest income				
Taxable loans, including fees	$ 134,060	$ 95,132	$ 338,913	$ 288,966
Tax-exempt loans, including fees	63	47	158	136
Taxable securities	10,271	9,062	31,358	27,852
Tax-exempt securities	8,316	4,863	22,003	12,069
Other interest income	2,014	2,105	4,735	4,830
Total interest income	154,724	111,209	397,167	333,853
Interest expense				
Deposits	41,275	30,286	103,013	92,568
Short-term borrowings	4,717	4,379	15,204	12,009
Subordinated debt	3,677	2,748	8,936	8,207
Other interest expense	39	26	113	79
Total interest expense	49,708	37,439	127,266	112,863
Net interest income	105,016	73,770	269,901	220,990
Credit loss expense - loans and available-for-sale securities	1,493	574	873	2,191
Credit loss expense (recapture) - off-balance sheet credit exposures	(790)	(312)	1,221	(804)
Total provision for credit losses	703	262	2,094	1,387
Net interest income after credit loss expense	104,313	73,508	267,807	219,603
Non-interest income				
Fiduciary and wealth management	3,347	2,664	9,674	7,532
Service charges and fees	2,570	2,070	6,711	6,195
Net gain on securities	89	212	20	251
Income from company-owned life insurance	2,078	1,152	6,764	5,327
Bank debit and other card revenue	3,625	3,192	9,881	9,100
Other non-interest income	3,013	2,295	8,374	6,080
Total non-interest income	14,722	11,585	41,424	34,485
Non-interest expense				
Salaries and wages	32,816	20,848	95,607	63,109
Pensions and other employee benefits	6,229	4,429	17,386	13,632
Occupancy	4,941	3,479	15,622	11,045
Equipment rentals, depreciation and maintenance	5,385	3,908	16,507	12,092
Core deposit intangible amortization	6,352	3,683	15,566	11,869
ATM, card and network expense	1,799	1,200	4,322	3,646
FDIC and other regulatory assessments	1,198	976	3,914	2,978
Other operating	15,757	9,569	50,440	28,690
Total non-interest expense	74,477	48,092	219,364	147,061
Income before income taxes	44,558	37,001	89,867	107,027
Income tax expense	8,171	7,037	16,649	19,965
Net income	36,387	29,964	73,218	87,062
Preferred stock dividends	225	225	675	675
Net income applicable to common shares	**$ 36,162**	**$ 29,739**	**$ 72,543**	**$ 86,387**
Earnings per common share:				
Basic	$ 1.79	$ 1.98	$ 4.05	$ 5.76
Diluted	1.78	1.97	4.03	5.74

See Notes to Consolidated Financial Statements.

Burke & Herbert Financial Services Corp.
Consolidated Statements of Comprehensive Income (Loss)
(In thousands, except share and per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income	$ 36,387	$ 29,964	$ 73,218	$ 87,062
Other comprehensive income (loss), net of tax:				
Unrealized gains (losses) on securities:				
Unrealized gain (loss) arising during period, net of tax of $23,518 and ($5,965) for the three months ended September 30, 2026, and September 30, 2025, respectively, net of tax of $24,077 and ($8,525) for the nine months ended September 30, 2026, and September 30, 2025, respectively	(79,226)	19,970	(81,110)	28,540
Reclassification adjustment for loss (gain) on securities, net of tax of $20 and $49 for the three months ended September 30, 2026, and September 30, 2025, respectively, net of tax of $5 and $58 for the nine months ended September 30, 2026, and September 30, 2025, respectively	(69)	(163)	(16)	(193)
Reclassification adjustment for loss (gain) on fair value hedge, net of tax of $0 and $9 for the three months ended September 30, 2026, and September 30, 2025, respectively, net of tax of $165 and $27 for the nine months ended September 30, 2026, and September 30, 2025, respectively	—	(31)	(558)	(92)
Defined benefit pension plans:				
Changes in pension plan benefits, net of tax of $— and $— for the three months ended September 30, 2026, and September 30, 2025, respectively, net of tax of $17 and $8 for the nine months ended September 30, 2026, and September 30, 2025, respectively	—	—	(58)	(26)
Unrealized gain (loss) on cash flow hedge:				
Unrealized holding gain (loss) on cash flow hedge, net of tax of ($1,393) and ($51) for the three months ended September 30, 2026, and September 30, 2025, respectively, net of tax of ($1,994) and ($142) for the nine months ended September 30, 2026, and September 30, 2025, respectively	4,694	170	6,717	475
Reclassification adjustment for losses (gains) included in net income, net of tax $78 and $163 for the three months ended September 30, 2026, and September 30, 2025, respectively, net of tax of $149 and $430 for the nine months ended September 30, 2026, and September 30, 2025, respectively	(247)	(546)	(500)	(1,438)
Total other comprehensive income (loss)	(74,848)	19,400	(75,525)	27,266
Comprehensive income (loss)	$ (38,461)	$ 49,364	$ (2,307)	$ 114,328

See Notes to Consolidated Financial Statements.

Burke & Herbert Financial Services Corp.
Consolidated Statements of Changes in Shareholders' Equity
For the Three Months Ended September 30, 2026, and 2025
(In thousands, except share and per share data)
(Unaudited)

	Preferred Stock and Surplus	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Shareholders' Equity
		Shares Outstanding	Amount					
Balance June 30, 2026	$ 10,413	20,165,171	$ 10,368	$ 734,764	$ 533,855	$ (59,637)	$ (27,584)	$ 1,202,179
Net income	—	—	—	—	36,387	—	—	36,387
Other comprehensive income (loss)	—	—	—	—	—	(74,848)	—	(74,848)
(Purchase) sale of treasury stock, net	—	—	—	—	—	—	—	—
Common stock cash dividends, declared	—	—	—	—	(11,103)	—	—	(11,103)
Preferred stock cash dividends, declared	—	—	—	—	(225)	—	—	(225)
Share-based compensation amortization	—	—	—	1,701	—	—	—	1,701
Other share-based compensation activity	—	28,468	14	(233)	(128)	—	—	(347)
Balance September 30, 2026	$ 10,413	20,193,639	$ 10,382	$ 736,232	$ 558,786	$ (134,485)	$ (27,584)	$ 1,153,744
Balance June 30, 2025	$ 10,413	15,007,712	$ 7,790	$ 403,234	$ 474,019	$ (87,854)	$ (27,584)	$ 780,018
Net income	—	—	—	—	29,964	—	—	29,964
Other comprehensive income (loss)	—	—	—	—	—	19,400	—	19,400
(Purchase) sale of treasury stock, net	—	—	—	—	—	—	—	—
Common stock cash dividends, declared	—	—	—	—	(8,262)	—	—	(8,262)
Preferred stock cash dividends, declared	—	—	—	—	(225)	—	—	(225)
Share-based compensation expense, net	—	—	—	1,102	—	—	—	1,102
Other share-based compensation activity	—	20,812	10	320	(96)	—	—	234
Balance September 30, 2025	$ 10,413	15,028,524	$ 7,800	$ 404,656	$ 495,400	$ (68,454)	$ (27,584)	$ 822,231

See Notes to Consolidated Financial Statements.

Burke & Herbert Financial Services Corp.
Consolidated Statements of Changes in Shareholders' Equity
For the Nine Months Ended September 30, 2026, and 2025
(In thousands, except share and per share data)
(Unaudited)

	Preferred Stock and Surplus	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Shareholders' Equity
		Shares Outstanding	Amount					
Balance December 31, 2025	$ 10,413	15,028,524	$ 7,800	$ 405,922	$ 517,058	$ (58,960)	$ (27,584)	$ 854,649
Acquisition of LINKBANCORP, Inc.	—	5,082,605	2,541	327,297	—	—	—	329,838
Net income	—	—	—	—	73,218	—	—	73,218
Other comprehensive income (loss)	—	—	—	—	—	(75,525)	—	(75,525)
(Purchase) sale of treasury stock, net	—	—	—	—	—	—	—	—
Common stock cash dividends, declared	—	—	—	—	(30,459)	—	—	(30,459)
Preferred stock cash dividends, declared	—	—	—	—	(675)	—	—	(675)
Share-based compensation amortization	—	—	—	5,639	—	—	—	5,639
Other share-based compensation activity	—	82,510	41	(2,626)	(356)	—	—	(2,941)
Balance September 30, 2026	$ 10,413	20,193,639	$ 10,382	$ 736,232	$ 558,786	$ (134,485)	$ (27,584)	$ 1,153,744
Balance December 31, 2024	$ 10,413	14,969,104	$ 7,770	$ 401,172	$ 434,106	$ (95,720)	$ (27,584)	$ 730,157
Net income	—	—	—	—	87,062	—	—	87,062
Other comprehensive income (loss)	—	—	—	—	—	27,266	—	27,266
(Purchase) sale of treasury stock, net	—	—	—	—	—	—	—	—
Common stock cash dividends, declared	—	—	—	—	(24,753)	—	—	(24,753)
Preferred stock cash dividends, declared	—	—	—	—	(675)	—	—	(675)
Share-based compensation expense, net	—	—	—	3,642	—	—	—	3,642
Other share-based compensation activity	—	59,420	30	(158)	(340)	—	—	(468)
Balance September 30, 2025	$ 10,413	15,028,524	$ 7,800	$ 404,656	$ 495,400	$ (68,454)	$ (27,584)	$ 822,231

See Notes to Consolidated Financial Statements.

Burke & Herbert Financial Services Corp.
Consolidated Statements of Cash Flows
(In thousands, except share and per share data)
(Unaudited)

	Nine Months Ended September 30,	
	2026	2025
Cash Flows from Operating Activities		
Net Income	$ 73,218	$ 87,062
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of fixed assets	6,219	5,142
Amortization of other intangible assets	16,192	12,036
Amortization on assumed liabilities	4,437	5,297
Accretion income related to acquired loans	(25,375)	(31,152)
Amortization of housing tax credits	4,755	5,276
Realized (gain) on sales of available-for-sale securities	(20)	(251)
Realized loss on sales of OREO property	—	2
Provision for credit losses	2,094	1,387
Income from company-owned life insurance	(6,764)	(5,327)
Deferred tax expense (benefit)	(2,179)	10,341
Loss on disposal of fixed assets	1,143	89
Accretion of securities	(5,598)	(3,362)
Amortization of securities	8,053	7,286
Share-based compensation expense	5,639	3,642
Repayment of operating lease liabilities	(2,741)	(1,900)
(Gain) on loans held-for-sale	(334)	(274)
Proceeds from sale of loans held-for-sale	22,027	19,604
Originations of loans held-for-sale	(23,530)	(18,302)
(Increase) in accrued interest receivable	(2,564)	(990)
(Increase) in other assets	(2,007)	(48,903)
Increase (decrease) in accrued interest payable and other liabilities	(3,571)	30,287
Net cash flows provided by operating activities	$ 69,094	$ 76,990
Cash Flows from Investing Activities		
Proceeds from maturities, prepayments, and calls of securities available-for-sale, net	89,600	157,953
Proceeds from sale of securities available-for-sale, net	304,155	6,194
Purchases of securities available-for-sale, net	(557,447)	(300,257)
Business acquisitions, net	73,245	—
Sales of restricted stock	10,994	29,071
Purchases of restricted stock	(15,303)	(37,699)
Purchases of property and equipment, net of disposals	(2,879)	(9,078)
Proceeds from company-owned life insurance	3,138	5,181
Proceeds from sale of OREO property	233	156
(Increase) decrease in loans made to customers, net	(75,558)	142,087
Net cash flows (used in) investing activities	$ (169,822)	$ (6,392)
Cash Flows from Financing Activities		
Net (decrease) in non-interest-bearing accounts	(60,451)	(21,690)
Net increase (decrease) in interest-bearing accounts	49,562	(82,569)
Net increase (decrease) in other short-term borrowings	(100,000)	85,000
Issuance of subordinated debt, net of issuance costs	97,675	—
Payment for call of subordinated debt	—	(30,000)
Repayment of finance lease liabilities	(239)	(170)
Cash dividends paid	(31,134)	(25,428)

Burke & Herbert Financial Services Corp.
Consolidated Statements of Cash Flows
(In thousands, except share and per share data)
(Unaudited)

Proceeds from employee stock purchase program	543	523
Issuance of common stock	41	135
Sale of treasury stock	—	—
Net cash flows (used in) financing activities	$ (44,003)	$ (74,199)
Increase (decrease) in cash and cash equivalents	(144,731)	(3,601)
Cash and cash equivalents		
Beginning of period	289,127	135,314
End of period	$ 144,396	$ 131,713
Supplemental Disclosures of Cash Flow Information		
Cash payments for:		
Interest paid to depositors	$ 102,767	$ 94,434
Interest paid on short-term borrowings	14,404	13,896
Interest paid on subordinated debt and trust preferred securities	4,787	3,982
Interest paid on finance leases	107	79
Income taxes	12,540	6,543
Change in unrealized gains (losses) on available-for-sale securities	(105,209)	33,599
Lease liability arising from obtaining right-of-use assets	2,470	—
Loans transferred to other real estate owned	417	117
Common stock issued for LNKB Merger, net	329,838	—
Preferred stock issued for LNKB Merger, net	—	—

See Notes to Consolidated Financial Statements.

Notes to Consolidated Financial Statements

Note 1— Nature of Business Activities and Significant Accounting Policies

Nature of operations

The consolidated financial statements include Burke & Herbert Financial Services Corp. ("Burke & Herbert") and its wholly-owned subsidiary Burke & Herbert Bank & Trust Company ("the Bank"), together referred to as "the Company" for purposes of the Notes to the Consolidated Financial Statements.

Burke & Herbert Financial Services Corp. was organized as a Virginia corporation in 2022 to serve as the holding company for the Bank. Burke & Herbert became a bank holding company when it commenced operations on October 1, 2022, following a reorganization transaction in which it acquired control of the Bank under the Bank Holding Company Act of 1956 ("BHCA"). This transaction was treated as an internal reorganization as all shareholders of the Bank became shareholders of Burke & Herbert. Burke & Herbert has no material operations other than owning the Bank. In September 2023, Burke & Herbert elected to become a financial holding company under the BHCA. As a financial holding company of a Virginia state bank, the Company is subject to regulation, supervision, and examination by the Board of Governors of the Federal Reserve System (the "Federal Reserve") and the Bureau of Financial Institutions of the Virginia State Corporation Commission (the "Virginia BFI"). The Bank is a Virginia chartered commercial bank that commenced operations in 1852. The Bank became a member of the Federal Reserve System on December 31, 2024. The Bank is subject to regulation, supervision, and examination by the Federal Reserve (through the Federal Reserve Bank of Richmond) and the Virginia BFI.

The Bank's operations are conducted from its more than 100 branches and commercial loan offices across Delaware, Kentucky, Maryland, Virginia, West Virginia, and Pennsylvania. The Company's branch locations accept business and consumer deposits from a diverse customer base. The Company's deposit products include checking, savings, and term certificate accounts. The Company's loan portfolio includes commercial and consumer loans, a substantial portion of which are secured by real estate.

Merger with LINKBANCORP, Inc.

Effective on May 1, 2026 (the "Closing Date"), Burke & Herbert completed its previously announced merger with LINKBANCORP, Inc., a Pennsylvania corporation ("LNKB"), pursuant to the Agreement and Plan of Merger dated December 18, 2025, between Burke & Herbert and LNKB (the "LNKB Merger Agreement").

Pursuant to the LNKB Merger Agreement, on the Closing Date, (i) LNKB merged with and into Burke & Herbert, with Burke & Herbert continuing as the surviving corporation (the "LNKB Merger"), and (ii) immediately following the LNKB Merger, LINKBANK, a Pennsylvania chartered commercial bank and a wholly-owned subsidiary of LNKB ("Link"), merged with and into the Bank with the Bank as the surviving bank.

Pursuant to the LNKB Merger Agreement, at the effective time of the LNKB Merger (the "Effective Time"), each LNKB share of common stock, par value $0.01 per share ("LNKB Common Stock") issued and outstanding immediately prior to the Effective Time, other than certain shares held by Burke & Herbert and LNKB, was converted into the right to receive 0.1350 shares of Burke & Herbert common stock. Holders of LNKB Common Stock received cash in lieu of fractional shares of Burke & Herbert common stock in accordance with the terms of the LNKB Merger Agreement. The total aggregate consideration payable in the LNKB Merger was approximately 5,082,605 shares of Burke & Herbert common stock.

Basis of Presentation

The accompanying consolidated financial statements include Burke & Herbert Financial Services Corp. and its wholly owned subsidiary Burke & Herbert Bank & Trust Company and have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") for interim financial reporting and with applicable quarterly reporting regulations of the U.S. Securities and Exchange Commission ("SEC"). The accounting and reporting policies of the Company conform to GAAP and reflect practices of the banking industry. They do not include all of the information and notes required by GAAP for complete financial statements. As such, these unaudited financial statements should be read in conjunction with the consolidated financial statements and notes thereto as of and for the year ended December 31, 2025, included in the Company's Annual Report on Form 10-K filed with the SEC on February 27, 2026.

The consolidated financial statements include the accounts of the Company and the Bank (as its wholly-owned subsidiary). All significant intercompany accounts and transactions between the Company and the Bank have been eliminated. In

preparing financial statements in conformity with GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the balance sheet and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

In the opinion of management, all adjustments, consisting only of normal recurring adjustments, which are necessary for a fair presentation of the results of operations in these financial statements, have been made. The results of operations for the three and nine months ended September 30, 2026, are not necessarily indicative of the results to be expected for any other interim period or for the full year. All December 31, 2025, amounts and disclosures included in this quarterly report were derived from the Company's audited consolidated financial statements. Certain items in the prior period have been reclassified to conform to the current presentation. These reclassifications had no effect on prior year net income or on shareholders' equity.

Newly issued not yet adopted accounting standards

In November 2024, the FASB issued ASU 2024-03, *Income Statement (Subtopic 220-40): Reporting Comprehensive Income—Expense Disaggregation Disclosures.* This ASU seeks to improve the disclosures about a public business entity's expenses and addresses requests from investors for more detailed information about the types of expenses in commonly presented expense captions. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. This ASU is not expected to have a material impact on our consolidated financial statements.

In October 2023, the FASB issued ASU 2023-06, *Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative*. This ASU incorporates certain amendments to SEC disclosure requirements into the FASB Accounting Standards Codification. The amendments in the ASU are expected to clarify or improve disclosure and presentation requirements of a variety of Codification Topics, allow users to more easily compare entities subject to the SEC's existing disclosures with those entities that were not previously subject to the requirements, and align the requirements in the Codification with the SEC's regulations. For entities subject to the SEC's existing disclosure requirements and for entities required to file or furnish financial statements with or to the SEC in preparation for the sale of or for purposes of issuing securities that are not subject to contractual restrictions on transfer, the effective date for each amendment will be the date on which the SEC's removal of the related disclosure requirement becomes effective. For all other entities, the effective date will be two years after the date of such removal. However, if by June 30, 2027, the SEC has not removed the related disclosure from its regulations, the amendments will be removed from the Codification and not become effective for any entity. We do not expect the adoption of ASU 2023-06 to have a material impact on our consolidated financial statements.

Recently Adopted Standards

In November 2025, the FASB issued ASU 2025-08, *Financial Instruments - Credit Losses (Topic 326): Purchased Loans.* This ASU amends the accounting for certain acquired loans by expanding the use of the "gross-up" approach under the CECL model to include purchased seasoned loans. Under this approach, the allowance for expected credit losses is recognized at the acquisition date as an adjustment to the loan's amortized cost basis, rather than through a provision for credit losses, thereby eliminating a "day-one" credit loss expense for loans within the scope of the guidance. The amendments do not change the accounting for purchased credit-deteriorated loans, originated loans, credit card loans, or debt securities. The amendments in this update are effective for fiscal years beginning after December 15, 2026, including interim periods within those fiscal years, and are to be applied on a prospective basis. Early adoption is permitted. The Company early adopted ASU 2025-08 effective January 1, 2026, on a prospective basis. Substantially all loans acquired in the LNKB Merger met the definition of purchased seasoned loans and were accounted for under the gross-up approach prescribed by the amended guidance.

Note 2— Securities

The carrying amount of available-for-sale ("AFS") securities and their approximate fair values at September 30, 2026, and December 31, 2025, are summarized as follows (in thousands):

	September 30, 2026			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Securities Available-for-Sale				
U.S. Treasuries and government agencies	$ 182,466	$ 1	$ 10,560	$ 171,907
Obligations of states and municipalities	1,219,429	1	132,969	1,086,461
Residential mortgage backed - agency	85,389	1	5,105	80,285
Residential mortgage backed - non-agency	391,819	244	20,084	371,979
Commercial mortgage backed - agency	71,860	16	3,295	68,581
Commercial mortgage backed - non-agency	86,665	—	4,208	82,457
Asset-backed	45,266	115	546	44,835
Other	37,320	246	929	36,637
Total	$ 2,120,214	$ 624	$ 177,696	$ 1,943,142

	December 31, 2025			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Securities Available-for-Sale				
U.S. Treasuries and government agencies	$ 159,088	$ —	$ 8,964	$ 150,124
Obligations of states and municipalities	977,104	5,414	59,944	922,574
Residential mortgage backed - agency	57,731	464	2,810	55,385
Residential mortgage backed - non-agency	221,443	1,860	5,211	218,092
Commercial mortgage backed - agency	74,253	250	607	73,896
Commercial mortgage backed - non-agency	112,082	584	1,557	111,109
Asset-backed	53,954	89	577	53,466
Other	32,162	158	1,012	31,308
Total	$ 1,687,817	$ 8,819	$ 80,682	$ 1,615,954

At September 30, 2026, and December 31, 2025, AFS securities with amortized costs of $1.5 billion and $1.1 billion, respectively, and with estimated fair values of $1.3 billion and $1.1 billion, respectively, were pledged to serve as collateral for secured borrowings, derivative exposures, or to secure public deposits as required or permitted by law.

The proceeds from sales, calls, and maturities of debt securities available-for-sale, including principal payments received, and the related gross gains and losses realized, for the nine months ended September 30, 2026, and September 30, 2025, were as follows (in thousands):

	Proceeds from			Gross realized	
Nine Months Ended September 30,	Sales	Calls and maturities	Principal Payments	Gains	Losses
2026	$ 304,155	$ 17,890	$ 71,710	$ 2,299	$ 2,279
2025	6,194	38,148	119,805	257	6

The tax benefit (provision) related to these net realized gains and losses for September 30, 2026, and September 30, 2025, was ($4.6) thousand, and ($57.7) thousand, respectively.

Note 2— Securities (continued)

The maturities of AFS securities at September 30, 2026, were as follows (in thousands): (Expected maturities of securities not due at a single maturity date are based on average life at estimated prepayment speed. Expected maturities may differ from contractual maturities because borrowers have the right to call or prepay some obligations with or without call or prepayment penalties).

	September 30, 2026				
	Amortized Cost				
	One Year or Less	One to Five Years	Five to Ten Years	After Ten Years	Total
Securities Available-for-Sale					
U.S. Treasuries and government agencies	$ —	$ 182,466	$ —	$ —	$ 182,466
Obligations of states and municipalities	1,539	140,652	403,950	673,288	1,219,429
Residential mortgage backed - agency	326	37,249	27,188	20,626	85,389
Residential mortgage backed - non-agency	2,361	172,544	209,280	7,634	391,819
Commercial mortgage backed - agency	1,056	26,560	44,244	—	71,860
Commercial mortgage backed - non-agency	2,863	57,838	25,964	—	86,665
Asset-backed	5,499	25,799	13,968	—	45,266
Other	—	9,604	18,560	9,156	37,320
Total	$ 13,644	$ 652,712	$ 743,154	$ 710,704	$ 2,120,214

	September 30, 2026				
	Fair Value				
	One Year or Less	One to Five Years	Five to Ten Years	After Ten Years	Total
Securities Available-for-Sale					
U.S. Treasuries and government agencies	$ —	$ 171,907	$ —	$ —	$ 171,907
Obligations of states and municipalities	1,526	129,956	357,249	597,730	1,086,461
Residential mortgage backed - agency	324	36,727	23,749	19,485	80,285
Residential mortgage backed - non-agency	2,355	164,063	198,523	7,038	371,979
Commercial mortgage backed - agency	1,006	26,114	41,461	—	68,581
Commercial mortgage backed - non-agency	2,863	54,833	24,761	—	82,457
Asset-backed	5,515	25,471	13,849	—	44,835
Other	—	9,756	17,930	8,951	36,637
Total	$ 13,589	$ 618,827	$ 677,522	$ 633,204	$ 1,943,142

At September 30, 2026, and December 31, 2025, there were no holdings of securities of any one issuer, other than the U.S. Government and its agencies, in any amount greater than 10% of shareholders' equity.

Note 2— Securities (continued)

The following table shows the gross unrealized losses and fair value of the Company's securities with unrealized losses aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2026, and December 31, 2025.

AFS securities in a continuous unrealized loss position for less than twelve months and more than twelve months are as follows (in thousands):

	September 30, 2026				
	Less Than Twelve Months		More Than Twelve Months		
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Total Unrealized Losses
Securities Available-for-Sale					
U.S. Treasuries and government agencies	$ 9,693	$ 16	$ 147,467	$ 10,544	$ 10,560
Obligations of states and municipalities	618,665	43,610	466,791	89,359	132,969
Residential mortgage backed - agency	62,505	2,106	17,634	2,999	5,105
Residential mortgage backed - non-agency	272,038	13,599	76,522	6,485	20,084
Commercial mortgage backed - agency	44,143	2,849	23,800	446	3,295
Commercial mortgage backed - non-agency	63,396	2,502	16,199	1,706	4,208
Asset-backed	4,368	17	19,640	529	546
Other	5,422	10	22,465	919	929
Total	$ 1,080,230	$ 64,709	$ 790,518	$ 112,987	$ 177,696

	December 31, 2025				
	Less Than Twelve Months		More Than Twelve Months		
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Total Unrealized Losses
Securities Available-for-Sale					
U.S. Treasuries and government agencies	$ —	$ —	$ 150,124	$ 8,964	$ 8,964
Obligations of states and municipalities	134,143	1,852	513,623	58,092	59,944
Residential mortgage backed - agency	4,461	4	24,832	2,806	2,810
Residential mortgage backed - non-agency	11,545	17	85,750	5,194	5,211
Commercial mortgage backed - agency	14,987	93	26,032	514	607
Commercial mortgage backed - non-agency	29,730	131	30,175	1,426	1,557
Asset-backed	14,531	38	27,750	539	577
Other	—	—	22,288	1,012	1,012
Total	$ 209,397	$ 2,135	$ 880,574	$ 78,547	$ 80,682

The Company is required to conduct an impairment evaluation on AFS securities to determine whether the Company has the intent to sell the security or it is more likely than not that it will be required to sell the security before recovery. If these situations apply, the guidance requires the Company to reduce the security's amortized cost basis down to its fair value through earnings. The Company also evaluates the unrealized losses on AFS securities to determine if a security's decline in fair value below its amortized cost basis is due to credit factors. The evaluation is based upon factors such as the creditworthiness of the underlying borrowers, performance of the underlying collateral, if applicable, and the level of credit support in the security structure. Management also evaluates other factors and circumstances that may be indicative of a decline in the fair value of the security due to a credit factor.

This includes, but is not limited to, an evaluation of the type of security, length of time and extent to which the fair value has been less than cost, and near-term prospects of the issuer. If this assessment indicates that a credit loss exists, the present value of the expected cash flows of the security is compared to the amortized cost basis of the security. If the present value of the cash flows expected to be collected is less than the amortized cost, an allowance for credit losses ("ACL") is recorded for the credit loss, limited by the amount that the fair value is less than the amortized cost basis under the current expected credit loss ("CECL") standard, and declines due to non-credit factors are recorded in accumulated

other comprehensive income ("AOCI"), net of taxes. If a credit loss is recognized in earnings, subsequent improvements to the expectation of collectability will be recognized through the ACL. If the fair value of the security increases above its amortized cost, the unrealized gain will be recorded in accumulated other comprehensive income, net of taxes, in the Consolidated Balance Sheets.

The Company did not record an ACL on the AFS securities as of September 30, 2026, or December 31, 2025. The Company considers the unrealized losses on the AFS securities to be related to fluctuations in market conditions, primarily interest rates, and not reflective of deterioration in credit. The Company had 702 securities in an unrealized loss position as of September 30, 2026. The Company has evaluated AFS securities in an unrealized loss position for credit-related impairment at September 30, 2026, and concluded no impairment existed based on a combination of factors, which included: (1) the securities are of high credit quality, (2) unrealized losses are primarily the result of market volatility and increases in market interest rates, (3) the contractual terms of the investments do not permit the issuer(s) to settle the securities at a price less than the par value of each investment, (4) issuers continue to make timely principal and interest payments, and (5) the Company does not intend to sell any of the investments and the accounting standard of "more likely than not" has not been met for the Company to be required to sell any of the investments before recovery of its amortized cost basis. As such, there was no ACL on AFS securities at September 30, 2026.

Securities of U.S. Treasury and Federal Agencies and Federal Agency Mortgage (Residential and Commercial) Backed Securities

At September 30, 2026, the unrealized losses associated with 11 U.S. Treasuries and Government Agency securities, 86 Residential Mortgage Backed – Agency securities, and 26 Commercial Mortgage Backed – Agency securities were generally driven by changes in interest rates and not due to credit losses given the explicit or implicit guarantees provided by the U.S. government. Therefore, the Company has concluded that the unrealized losses for these securities do not require an ACL at September 30, 2026.

Securities of U.S. States and Municipalities

At September 30, 2026, the unrealized losses associated with 464 State and Municipal securities were primarily caused by changes in interest rates and not the credit quality of the securities. These securities are investment grade and were generally underwritten in accordance with our own investment standards prior to the decision to purchase, without relying on a bond insurer's guarantee in making the investment decision. These securities will continue to be monitored as part of our ongoing impairment analysis but are expected to perform, even if the rating agencies reduce the credit rating of the bond insurers. As a result, we expect to recover the entire amortized cost basis of these securities. Therefore, the Company has concluded that the unrealized losses for these securities do not require an ACL at September 30, 2026.

Residential & Commercial Mortgage Backed – Non-Agency Securities

At September 30, 2026, the unrealized losses associated with 82 Residential Mortgage Backed – Non-Agency securities and 10 Commercial Mortgage Backed – Non-Agency securities were generally driven by changes in interest rates, credit spreads, and projected collateral losses. We assess for credit impairment by estimating the present value of expected cash flows. The key assumptions for determining expected cash flows include default rates, loss severities, and/or prepayment rates. Based on our assessment of the expected credit losses and the credit enhancement level of the securities, we expect to recover the entire amortized cost of these securities. Therefore, the Company has concluded that the unrealized losses for these securities do not require an ACL at September 30, 2026.

Asset-Backed Securities

At September 30, 2026, the unrealized losses associated with 14 Asset-Backed securities were generally driven by changes in interest rates, credit spreads, and projected collateral losses. We assess for credit impairment by estimating the present value of expected cash flows. The key assumptions for determining expected cash flows include default rates, loss severities, and/or prepayment rates. Based on our assessment of the expected credit losses and the credit enhancement level of the securities, we expect to recover the entire amortized cost of these securities. Therefore, the Company has concluded that the unrealized losses for these securities do not require an ACL at September 30, 2026.

Other Securities

At September 30, 2026, the unrealized losses associated with 9 securities were primarily driven by interest rates and not the credit quality of the securities. These investments were underwritten in accordance with our own investment standards

Note 2— Securities (continued)

prior to the decision to purchase, without relying on a bond insurer's guarantee in making the investment decision. Based on our assessment of the expected credit losses, we expect to recover the entire amortized cost basis of the securities. Therefore, the Company has concluded that the unrealized losses for these securities do not require an ACL at September 30, 2026.

Restricted stock, at cost

The Company's investment in Federal Home Loan Bank ("FHLB") stock totaled $31.9 million and $26.8 million at September 30, 2026, and December 31, 2025, respectively. The Company's investment in Federal Reserve Bank stock totaled $26.2 million and $14.8 million at September 30, 2026, and December 31, 2025, respectively. FHLB and Federal Reserve stock are generally viewed as long-term investments and as restricted investment securities, which are carried at cost, because there is no market for the stocks other than member institutions. Therefore, when evaluating FHLB and Federal Reserve stock for impairment, their values are based on the ultimate recoverability of the par value rather than by recognizing temporary declines in value. The Company does not consider these investments to be impaired at September 30, 2026, and no impairment has been recognized. FHLB stock and Federal Reserve stock are included in a separate line item, restricted stock, at cost on the Consolidated Balance Sheets and are not part of the Company's AFS securities portfolio.

The Company's restricted stock line item on the Consolidated Balance Sheets also includes an investment in Community Bankers' Bank, totaling $111 thousand at September 30, 2026, and $111 thousand at December 31, 2025, which is carried at cost and is not impaired at September 30, 2026. The Company also has other restricted investments in correspondent banks and limited partnerships which are included in restricted stock on the Consolidated Balance Sheets as of September 30, 2026, and December 31, 2025.

Note 3— Loans

The Company's loan portfolio segments, as reported in the tables below, include (i) commercial real estate, (ii) owner-occupied commercial real estate, (iii) acquisition, construction & development, (iv) commercial & industrial, (v) single family residential (1-4 units), and (vi) consumer non-real estate and other. The risks associated with lending activities differ among the various loan segments and are subject to the impact of changes in interest rates, market conditions of collateral securing the loans, and general economic conditions.

- Commercial real estate loans carry risk associated with either the net operating income generated from the lease of the real estate collateral or income generated from the sale of the collateral. Other risk factors include the credit-worthiness of the sponsor and the value of the collateral.
- Owner-occupied commercial real estate loans carry risk associated with the operations of the business that occupies the property and the value of the collateral.
- Acquisition, construction & development loans carry risk associated with the credit-worthiness of the borrower, project completion within budget including the potential impact of volatile construction costs, sale after completion, and the value of the collateral.
- Commercial & industrial loans carry the risk associated with the operations of the business and the value of the collateral, if any.
- Single family residential (1-4 units) loans for consumer purposes carry risk associated with the continued credit-worthiness of the borrower and the value of the collateral. Single family residential (1-4 units) loans for investment purpose carry risk associated with the continued credit-worthiness of the borrower, the value of the collateral, and either the net operating income generated from the lease of the real estate collateral or income generated from the sale of the collateral.
- Consumer non-real estate and other loans, which includes overdrafts, carry risk associated with the credit-worthiness of the borrower and the value of the collateral, if any.

Note 3— Loans (continued)

Loan balances as of September 30, 2026, and December 31, 2025, by portfolio segment were as follows (in thousands):

	September 30, 2026	December 31, 2025
Commercial real estate	$ 4,047,546	$ 2,769,287
Owner-occupied commercial real estate	1,170,887	593,120
Acquisition, construction & development	441,463	386,870
Commercial & industrial	769,502	461,921
Single family residential (1-4 units)	1,588,541	1,127,684
Consumer non-real estate and other	44,028	48,794
Loans, gross	8,061,967	5,387,676
Allowance for credit losses	(92,473)	(67,823)
Loans, net	$ 7,969,494	$ 5,319,853

Net deferred loan fees included in the above loan categories totaled $8.5 million and $6.2 million at September 30, 2026, and December 31, 2025, respectively.

Note 4— Allowance for Credit Losses

The Company's ACL is calculated quarterly, with any adjustment recorded to the provision for credit losses in the Consolidated Statement of Income. Management calculates the quantitative portion of collectively evaluated loans for all loan categories using the weighted average remaining maturity ("WARM") method. For purposes of estimating the Company's ACL, management generally evaluates collectively evaluated loans by federal call code in order to group loans with similar risk characteristics. During the second quarter of the year, management updated the calculation of expected loss rates for the ACL from an internally developed application to a third-party modeling platform. The input change had a net effect of reducing the modeled reserve by $2.4 million. As a result of this change, the largest reserve reductions occurred in the acquisition, construction & development category of $6.5 million, and the commercial real estate category of $2.5 million while the modeled reserve for the single family residential category increased by $3.5 million, and owner-occupied real estate increased by $3.8 million.

Loans that do not share similar risk characteristics are evaluated on an individual loan basis and are excluded from the collective evaluation for the ACL. Loans identified to be individually evaluated under CECL include loans on non-accrual status and may include accruing loans that do not share similar risk characteristics to other accruing loans that are collectively evaluated on a loan pool basis. A specific reserve analysis is applied to the individually evaluated loans, which considers collateral value, an observable market price, or the present value of the expected future cash flows. A specific reserve is assigned if the measured value of the loan using one of the aforementioned methods is less than the carrying value of the loan.

Based on management's analysis, adjustments may be applied for additional factors impacting the risk of loss in the loan portfolio beyond the information that is used to calculate the quantitative reserve. Management may consider an additional or reduced reserve as warranted through qualitative risk factors based on the current and expected conditions as measured in supplemental information relative to the macroeconomic variable loss drivers used to calculate a reasonable and supportable forecast and a reversion period forecast. These qualitative risk factors considered by management are largely comparable to legacy factors prior to the adoption of CECL.

The following tables present the activity in the ACL for the three and nine months ended September 30, 2026, and for the three and nine months ended September 30, 2025, including the impact of the allowance established for Purchased

Note 4— Allowance for Credit Losses (continued)

Seasoned Loans ("PSL") and Purchased Credit Deteriorated ("PCD") loans for the nine months ended September 30, 2026, (in thousands).

	Commercial real estate	Owner-occupied commercial real estate	Acquisition, construction & development	Commercial & industrial	Single family residential (1-4 units)	Consumer non-real estate and other	Total
Three months ended							
September 30, 2026							
Balance, beginning of period	$ 34,457	$ 15,521	$ 7,215	$ 15,090	$ 21,337	$ 850	$ 94,470
Write-off of grossed up loans	—	—	—	(625)	—	—	(625)
Provision for (recapture of) credit losses	2,229	58	1,543	(1,700)	(678)	41	1,493
Charge-offs	(2,068)	—	(43)	(742)	(1)	(384)	(3,238)
Recoveries	16	—	1	28	102	226	373
Balance, end of period	$ 34,634	$ 15,579	$ 8,716	$ 12,051	$ 20,760	$ 733	$ 92,473
September 30, 2025							
Balance, beginning of period	$ 28,113	$ 3,530	$ 12,085	$ 10,643	$ 12,208	$ 677	$ 67,256
Provision for (recapture of) credit losses	(2,045)	(455)	4,270	(1,947)	376	375	574
Charge-offs	—	—	—	(26)	(171)	(322)	(519)
Recoveries	6	20	—	10	96	161	293
Balance, end of period	$ 26,074	$ 3,095	$ 16,355	$ 8,680	$ 12,509	$ 891	$ 67,604

	Commercial real estate	Owner-occupied commercial real estate	Acquisition, construction & development	Commercial & industrial	Single family residential (1-4 units)	Consumer non-real estate and other	Total
Nine months ended							
September 30, 2026							
Balance, beginning of period	$ 26,190	$ 2,760	$ 17,221	$ 8,227	$ 12,536	$ 889	$ 67,823
Allowance established for acquired PSL loans	6,439	5,532	1,722	4,845	3,751	959	23,248
Allowance established for acquired PCD loans	770	745	788	544	2,390	22	5,259
Write-off of grossed up loans	—	—	—	(625)	—	—	(625)
Provision for (recapture of) credit losses	3,375	6,606	(10,974)	7	1,897	(38)	873
Charge-offs	(2,168)	(65)	(43)	(1,000)	(66)	(1,819)	(5,161)
Recoveries	28	1	2	53	252	720	1,056
Balance, end of period	$ 34,634	$ 15,579	$ 8,716	$ 12,051	$ 20,760	$ 733	$ 92,473
September 30, 2025							
Balance, beginning of period	$ 30,444	$ 3,261	$ 17,386	$ 6,633	$ 9,763	$ 553	$ 68,040
Provision for (recapture of) credit losses	(4,292)	904	(1,031)	2,235	2,737	1,638	2,191
Charge-offs	(116)	(1,100)	(1)	(223)	(208)	(1,835)	(3,483)
Recoveries	38	30	1	35	217	535	856
Balance, end of period	$ 26,074	$ 3,095	$ 16,355	$ 8,680	$ 12,509	$ 891	$ 67,604

The write-off of grossed-up loans represents acquisition-related credit allowances associated with acquired loans that were subsequently written off and is presented separately from other charge-offs.

Note 4— Allowance for Credit Losses (continued)

The recorded investment in loans excludes accrued interest receivable due to immateriality. The following table presents the aging of the recorded investment in past due loans as of September 30, 2026, and December 31, 2025, by portfolio segment (in thousands):

	September 30, 2026							
	30 - 59 Days Past Due	60 - 89 Days Past Due	90 Days or More Past Due	Total Past Due	Current Loans	Total Loans	90 Days Past Due or More & Still Accruing	Non-accrual loans
Commercial real estate	$ 19,357	$ 22,048	$ 27,765	$ 69,170	$ 3,978,376	$ 4,047,546	$ 12,162	$ 22,973
Owner-occupied commercial real estate	2,092	3,241	11,204	16,537	1,154,350	1,170,887	1,483	13,660
Acquisition, construction & development	13,559	—	11,887	25,446	416,017	441,463	6,022	14,255
Commercial & industrial	3,345	2,336	13,187	18,868	750,634	769,502	852	14,585
Single family residential (1-4 units)	14,647	5,507	10,446	30,600	1,557,941	1,588,541	2,230	19,537
Consumer non-real estate and other	336	199	198	733	43,295	44,028	68	153
Total	$ 53,336	$ 33,331	$ 74,687	$ 161,354	$ 7,900,613	$ 8,061,967	$ 22,817	$ 85,163

	December 31, 2025							
	30 - 59 Days Past Due	60 - 89 Days Past Due	90 Days or More Past Due	Total Past Due	Current Loans	Total Loans	90 Days Past Due or More & Still Accruing	Non-accrual loans
Commercial real estate	$ 4,535	$ 1,676	$ 37,891	$ 44,102	$ 2,725,185	$ 2,769,287	$ 677	$ 37,318
Owner-occupied commercial real estate	1,251	1,091	6,310	8,652	584,468	593,120	177	7,800
Acquisition, construction & development	578	699	13,243	14,520	372,350	386,870	559	12,793
Commercial & industrial	2,008	2,354	5,629	9,991	451,930	461,921	512	5,512
Single family residential (1-4 units)	14,823	7,541	3,594	25,958	1,101,726	1,127,684	1,694	6,802
Consumer non-real estate and other	395	151	346	892	47,902	48,794	4	388
Total	$ 23,590	$ 13,512	$ 67,013	$ 104,115	$ 5,283,561	$ 5,387,676	$ 3,623	$ 70,613

Credit Quality Indicators

The Company categorizes loans into risk categories based on relevant information about the ability of borrowers to service their debt such as: current financial information, historical payment experience, credit documentation, public information, current economic information, and other factors. The Company analyzes loans individually by classifying the loans by credit risk. The Company internally grades all commercial loans at the time of origination. In addition, the Company performs an annual review on at least 50% of the Bank's commercial credit exposure. The Company uses the following definitions for credit risk classifications:

Pass: These include satisfactory loans that have acceptable levels of risk.

Special Mention: Loans classified as special mention have a potential credit weakness that deserves management's close attention. If left uncorrected, these potential weaknesses may result in deterioration of the repayment prospects for the loan or of the institution's credit position at some future date.

Substandard: Loans classified as substandard have a well-defined weakness or weaknesses that jeopardize the orderly liquidation of debt. Loans classified as substandard are inadequately protected by sound net worth, payment capacity of the borrower, or of the collateral pledged. If weaknesses go uncorrected, there is potential for partial loss of principal and/or interest.

Doubtful: Loans classified as doubtful have all the weaknesses inherent in those classified as substandard, with the added characteristic that the weaknesses make collection or liquidation in full, on the basis of currently existing facts, conditions, and values, highly questionable and unlikely.

Loss: Loans classified as a loss are considered to be uncollectible and cannot be justified to continue as viable assets. While there may be the possibility of some recovery in the future, it is not practical or desirable to defer writing off these loans at the present time.

Note 4— Allowance for Credit Losses (continued)

The Company has a portfolio of smaller homogenous loans that are not individually risk rated that are included within the single family residential and consumer non-real estate and other loan classes. Generally, these loan classes are rated as "Pass" unless these loans are on non-accrual and are then classified as substandard.

The following table presents the amortized cost basis of the loan portfolio, by year of origination, loan class, and credit quality, as of September 30, 2026, and December 31, 2025 (in thousands):

	September 30, 2026							
	Term Loans							
	2026	2025	2024	2023	2022	Prior	Revolving Loans	Total
Commercial real estate								
Pass	$ 569,551	$ 544,941	$ 313,575	$ 489,075	$ 660,609	$ 1,103,286	$ 144,120	$ 3,825,157
Special Mention	532	—	5,328	—	3,352	22,228	—	31,440
Substandard	—	335	—	2,024	40,364	136,832	9,774	189,329
Doubtful	—	—	—	—	—	1,620	—	1,620
Loss	—	—	—	—	—	—	—	—
Total	$ 570,083	$ 545,276	$ 318,903	$ 491,099	$ 704,325	$ 1,263,966	$ 153,894	$ 4,047,546
Year to date gross charge-offs	$ —	$ —	$ —	$ 100	$ 244	$ 1,824	$ —	$ 2,168
Owner-occupied commercial real estate								
Pass	$ 149,163	$ 182,340	$ 101,336	$ 102,047	$ 146,364	$ 408,224	$ 48,167	$ 1,137,641
Special Mention	—	337	—	2,941	—	4,170	909	8,357
Substandard	85	733	2,591	1,415	7,633	5,700	59	18,216
Doubtful	—	3,188	—	—	3,376	109	—	6,673
Loss	—	—	—	—	—	—	—	—
Total	$ 149,248	$ 186,598	$ 103,927	$ 106,403	$ 157,373	$ 418,203	$ 49,135	$ 1,170,887
Year to date gross charge-offs	$ —	$ —	$ —	$ —	$ 65	$ —	$ —	$ 65
Acquisition, construction & development								
Pass	$ 74,417	$ 132,955	$ 56,612	$ 16,524	$ 48,051	$ 34,072	$ 42,982	$ 405,613
Special Mention	—	—	—	1,004	—	15,648	2,512	19,164
Substandard	—	—	—	5,751	917	9,954	—	16,622
Doubtful	—	—	—	—	—	—	64	64
Loss	—	—	—	—	—	—	—	—
Total	$ 74,417	$ 132,955	$ 56,612	$ 23,279	$ 48,968	$ 59,674	$ 45,558	$ 441,463
Year to date gross charge-offs	$ —	$ —	$ —	$ —	$ —	$ 43	$ —	$ 43
Commercial & industrial								
Pass	$ 82,079	$ 92,631	$ 68,904	$ 29,649	$ 40,266	$ 70,542	$ 350,786	$ 734,857
Special Mention	—	458	1,670	394	7,919	1,395	46	11,882
Substandard	—	1,107	7,066	961	4,159	2,682	1,825	17,800
Doubtful	—	—	—	—	1,631	59	3,237	4,927
Loss	—	—	—	—	—	10	26	36
Total	$ 82,079	$ 94,196	$ 77,640	$ 31,004	$ 53,975	$ 74,688	$ 355,920	$ 769,502
Year to date gross charge-offs	$ —	$ 458	$ 37	$ 276	$ 21	$ 208	$ —	$ 1,000
Single family residential (1-4 units)								
Pass	$ 119,135	$ 110,415	$ 83,432	$ 157,605	$ 236,324	$ 590,020	$ 259,943	$ 1,556,874
Special Mention	—	—	2,098	—	921	204	597	3,820
Substandard	—	113	4,737	3,790	4,443	10,342	1,463	24,888
Doubtful	—	—	—	—	—	—	2,908	2,908
Loss	—	—	—	—	—	51	—	51
Total	$ 119,135	$ 110,528	$ 90,267	$ 161,395	$ 241,688	$ 600,617	$ 264,911	$ 1,588,541

Note 4— Allowance for Credit Losses (continued)

Year to date gross charge-offs	$ —	$ —	$ —	$ 33	$ —	$ 33	$ —	$ 66
Consumer non-real estate and other								
Pass	$ 9,950	$ 7,911	$ 7,323	$ 5,395	$ 2,387	$ 3,582	$ 7,246	$ 43,794
Special Mention	—	—	—	70	—	19	—	89
Substandard	—	—	42	21	27	—	24	114
Doubtful	—	—	—	—	—	—	31	31
Loss	—	—	—	—	—	—	—	—
Total	$ 9,950	$ 7,911	$ 7,365	$ 5,486	$ 2,414	$ 3,601	$ 7,301	$ 44,028
Year to date gross charge-offs	$ 984	$ 30	$ 127	$ 56	$ 467	$ 155	$ —	$ 1,819
Totals	$ 1,004,912	$ 1,077,464	$ 654,714	$ 818,666	$ 1,208,743	$ 2,420,749	$ 876,719	$ 8,061,967

	December 31, 2025							
	Term Loans							
	2025	2024	2023	2022	2021	Prior	Revolving Loans	Total
Commercial real estate								
Pass	$ 324,565	$ 245,763	$ 377,142	$ 437,116	$ 383,808	$ 620,673	$ 128,260	$ 2,517,327
Special Mention	—	5,395	5,224	13,941	—	34,172	2,468	61,200
Substandard	—	—	15,675	50,300	50,745	53,091	16,058	185,869
Doubtful	—	—	—	3,156	—	1,735	—	4,891
Loss	—	—	—	—	—	—	—	—
Total	$ 324,565	$ 251,158	$ 398,041	$ 504,513	$ 434,553	$ 709,671	$ 146,786	$ 2,769,287
Year to date gross charge-offs	$ —	$ —	$ —	$ —	$ —	$ 116	$ —	$ 116
Owner-occupied commercial real estate								
Pass	$ 72,903	$ 57,923	$ 61,402	$ 75,692	$ 91,329	$ 175,545	$ 32,434	$ 567,228
Special Mention	—	—	274	6,182	232	3,421	—	10,109
Substandard	459	—	521	2,002	1,113	6,391	73	10,559
Doubtful	—	—	—	3,404	1,820	—	—	5,224
Loss	—	—	—	—	—	—	—	—
Total	$ 73,362	$ 57,923	$ 62,197	$ 87,280	$ 94,494	$ 185,357	$ 32,507	$ 593,120
Year to date gross charge-offs	$ —	$ —	$ —	$ 363	$ 10	$ 632	$ 95	$ 1,100
Acquisition, construction & development								
Pass	$ 51,546	$ 27,499	$ 139,222	$ 56,766	$ 32,792	$ 13,664	$ 48,012	$ 369,501
Special Mention	—	—	3,511	—	—	137	91	3,739
Substandard	—	—	258	812	4,062	4,974	—	10,106
Doubtful	—	—	—	3,415	—	—	109	3,524
Loss	—	—	—	—	—	—	—	—
Total	$ 51,546	$ 27,499	$ 142,991	$ 60,993	$ 36,854	$ 18,775	$ 48,212	$ 386,870
Year to date gross charge-offs	$ —	$ —	$ 1	$ —	$ —	$ —	$ —	$ 1
Commercial & industrial								
Pass	$ 63,901	$ 66,758	$ 27,018	$ 25,659	$ 16,991	$ 26,677	$ 206,654	$ 433,658
Special Mention	1,814	2,086	637	13,788	—	1,238	1,009	20,572
Substandard	704	64	855	2,286	192	1,083	2,463	7,647
Doubtful	—	—	—	—	—	—	—	—
Loss	—	—	—	—	—	37	7	44
Total	$ 66,419	$ 68,908	$ 28,510	$ 41,733	$ 17,183	$ 29,035	$ 210,133	$ 461,921
Year to date gross charge-offs	$ —	$ —	$ 32	$ 8	$ —	$ 14	$ 184	$ 238

Note 4— Allowance for Credit Losses (continued)

Single family residential (1-4 units)								
Pass	$ 66,662	$ 82,957	$ 131,349	$ 180,837	$ 125,345	$ 362,811	$ 168,043	$ 1,118,004
Special Mention	—	283	134	788	401	503	673	2,782
Substandard	115	—	1,615	589	713	3,434	336	6,802
Doubtful	—	—	—	—	—	95	—	95
Loss	—	—	—	—	—	1	—	1
Total	$ 66,777	$ 83,240	$ 133,098	$ 182,214	$ 126,459	$ 366,844	$ 169,052	$ 1,127,684
Year to date gross charge-offs	$ —	$ —	$ —	$ —	$ —	$ 60	$ 172	$ 232
Consumer non-real estate and other								
Pass	$ 9,612	$ 10,961	$ 5,543	$ 2,804	$ 687	$ 1,645	$ 17,335	$ 48,587
Special Mention	—	—	92	—	33	—	—	125
Substandard	—	62	20	—	—	—	—	82
Doubtful	—	—	—	—	—	—	—	—
Loss	—	—	—	—	—	—	—	—
Total	$ 9,612	$ 11,023	$ 5,655	$ 2,804	$ 720	$ 1,645	$ 17,335	$ 48,794
Year to date gross charge-offs	$ 1,750	$ 195	$ 133	$ 62	$ 2	$ 1	$ 5	$ 2,148
Totals	$ 592,281	$ 499,751	$ 770,492	$ 879,537	$ 710,263	$ 1,311,327	$ 624,025	$ 5,387,676

The following tables present information about collateral-dependent loans that were individually evaluated for purposes of determining the ACL as of September 30, 2026, and December 31, 2025 (in thousands):

	September 30, 2026				
	With Allowance		With No Related Allowance	Total	
	Amortized Cost	Related Allowance	Amortized Cost	Amortized Cost	Related Allowance
September 30, 2026					
Commercial real estate	$ 4,384	$ 609	$ 20,228	$ 24,612	$ 609
Owner-occupied commercial real estate	8,340	2,677	6,667	15,007	2,677
Acquisition, construction & development	—	—	—	—	—
Commercial & industrial	5,841	3,893	8,153	13,994	3,893
Single family residential (1-4 units)	12,483	4,697	20,358	32,841	4,697
Consumer non-real estate and other	—	—	—	—	—
Total	$ 31,048	$ 11,876	$ 55,406	$ 86,454	$ 11,876

	December 31, 2025				
	With Allowance		With No Related Allowance	Total	
	Amortized Cost	Related Allowance	Amortized Cost	Amortized Cost	Related Allowance
December 31, 2025					
Commercial real estate	$ 14,316	$ 3,939	$ 23,857	$ 38,173	$ 3,939
Owner-occupied commercial real estate	—	—	8,987	8,987	—
Acquisition, construction & development	4,071	1,431	9,276	13,347	1,431
Commercial & industrial	4,440	4,227	—	4,440	4,227
Single family residential (1-4 units)	258	35	3,516	3,774	35
Consumer non-real estate and other	—	—	—	—	—
Total	$ 23,085	$ 9,632	$ 45,636	$ 68,721	$ 9,632

Note 4— Allowance for Credit Losses (continued)

Purchased Credit Deteriorated Loans

The Company has purchased loans relating to the LNKB Merger for which there was, at acquisition, evidence of more-than-insignificant deterioration of credit quality since origination. The carrying amount of those loans, at acquisition, is as follows (in thousands):

	Amounts
Purchase price of loans at acquisition	$ 75,655
Allowance for credit losses at acquisition	5,259
Non-credit discount/(premium) at acquisition	16,545
Par value of acquired loans at acquisition	$ 97,459

Loan Modifications

On January 1, 2023, the Company adopted ASU 2022-02 on a modified retrospective basis. ASU 2022-02 eliminates the troubled debt restructuring ("TDR") accounting model and requires that the Company evaluate, based on the accounting for loan modifications, whether the borrower is experiencing financial difficulty, and the modification results in a more-than-insignificant direct change in the contractual cash flows and represents a new loan or a continuation of an existing loan. This change required all loan modifications to be accounted for under the general loan modification guidance in ASC 310-20, *Receivables — Nonrefundable Fees and Other Costs*, and subjects entities to new disclosure requirements on loan modifications to borrowers experiencing financial difficulty.

The Company may modify loans to borrowers experiencing financial difficulty by providing principal forgiveness, term extension, interest rate reduction, or an other-than-insignificant payment delay. When principal forgiveness is provided, the amount of forgiveness is charged off against the ACL. The Company may also provide multiple types of modifications on an individual loan. For the nine months ended September 30, 2026, and for the year ended December 31, 2025, the Company did not extend any modifications to borrowers experiencing financial difficulty that had a more-than-insignificant direct change in the contractual cash flows of the loan.

Other Real Estate Owned

Real estate owned activity was as follows for the nine months ended September 30, 2026, and for the year ended December 31, 2025 (in thousands):

	September 30, 2026	December 31, 2025
Beginning balance	$ 2,689	$ 2,783
Loans acquired/transferred to real estate owned	417	259
Capital expenditures	—	—
Direct write-downs	—	(195)
Sales of real estate owned	(233)	(158)
End of period balance	$ 2,873	$ 2,689

Note 5— Deposits

The aggregate amount of time deposits that meet or exceed the FDIC Insurance Limit of $250,000, was approximately $460.3 million and $295.4 million on September 30, 2026, and December 31, 2025, respectively. Brokered time deposits, which are fully insured, totaled $120.7 million and $64.4 million as of September 30, 2026, and December 31, 2025, respectively. Time deposits through the Certificate of Deposit Account Registry Service ("CDARS") program totaled $22.6 million at September 30, 2026, compared to $22.4 million at December 31, 2025.

Note 5— Deposits (continued)

The remaining maturities of time deposits as of September 30, 2026, are as follows (in thousands):

As of September 30, 2026		
Remaining three months ending, December 31, 2026	$	518,777
2027		896,991
2028		236,597
2029		10,446
2030		6,995
Thereafter		9,760
Total	$	1,679,566

At September 30, 2026, and December 31, 2025, amounts included in time deposits for individual retirement accounts totaled $159.2 million and $111.2 million, respectively.

Overdrafts of $743.7 thousand and $704.0 thousand were reclassified to loans as of September 30, 2026, and the year ended December 31, 2025, respectively.

Note 6— Borrowed Funds

Short-term borrowings

The Company had borrowings of $525.0 million and $450.0 million at September 30, 2026, and December 31, 2025, respectively. At September 30, 2026, the interest rate on this debt was 3.88%. At December 31, 2025, the interest rate on this debt was 3.75%. The average balance outstanding during the nine months ending September 30, 2026, and the year ending December 31, 2025, was $556.4 million and $422.1 million, respectively. The Company has a finance lease liability that is not included in these balances - see Note 7 — Leased Property for a discussion of this liability that is included in the accrued interest and other liabilities line in the Consolidated Balance Sheets.

The Company has available secured lines of credit with the Federal Reserve Bank of Richmond, such as the Borrower-In-Custody program, the FHLB of Atlanta, and unsecured federal funds lines of credit from correspondent banking relationships. Through these sources, the Company has unused capacity of $4.6 billion in remaining borrowing capacity as of September 30, 2026. The advances on credit lines are secured by both securities and loans. The lendable collateral value of securities and loans pledged against available lines of credit as of September 30, 2026, and December 31, 2025, was $5.0 billion and $3.2 billion, respectively. As of September 30, 2026, all of the Company's borrowings will mature within one calendar year.

The contractual maturities of these borrowings, which all occur within one year of the reporting date, are as follows as of September 30, 2026, (in thousands):

Due in 2026	$	525,000
Total	$	525,000

Long-term borrowings

Subordinated Debentures

As part of the merger with Summit Financial Group, Inc., which closed on May 3, 2024, (the "Summit Merger"), Burke & Herbert assumed $75.0 million of subordinated debentures (the "2031 Notes"), that were fair valued at $61.5 million with a $13.5 million discount being amortized into interest expense over the stated maturity. As of September 30, 2026, the net balance was $74.1 million. The subordinated debt qualifies as Tier 2 capital under Federal Reserve Board guidelines, until the debt is within 5 years of its maturity; thereafter, the amount qualifying as Tier 2 capital is reduced 20% each year until maturity. The subordinated debentures were issued in the fourth quarter of 2021. This subordinated debt bears interest at a fixed rate of 3.25% per year, from acquisition date to, but excluding, December 1, 2026, payable semi-annually in arrears. From and including, December 1, 2026 to, but excluding, the maturity date or earlier redemption date, the interest rate will reset quarterly at a variable rate equal to the then current three-month term Secured Overnight Financing Rate ("SOFR"),

Note 6— Borrowed Funds (continued)

as published by the Federal Reserve Bank of New York, plus 230 basis points, payable quarterly in arrears. This debt has a 10-year term, and generally, is not prepayable by us within the first 5 years from issuance, which was fourth quarter 2021.

In connection with the LNKB Merger, Burke & Herbert assumed an aggregate amount of $62.6 million of subordinated debentures, that were fair valued at $62.1 million with a $472.2 thousand discount being amortized into interest expense over the stated maturity. The subordinated debt qualifies as Tier 2 capital under Federal Reserve Board guidelines, until the debt is within 5 years of its maturity; thereafter, the amount qualifying as Tier 2 capital is reduced by 20% each year until maturity.

There were three distinct issuances of subordinated debt assumed in the LNKB Merger. The first has a face value of $20.0 million and was issued in the second quarter of 2022 (the “2032” Notes). This subordinated debt, which will mature on April 15, 2032, bears interest at a fixed rate of 4.50% for the period up to but excluding April 15, 2027 (the “Fixed Interest Rate Period”). From April 15, 2027, until maturity or redemption (the “Floating Interest Rate Period”), the interest rate will adjust to a floating rate of three-month SOFR plus 203 basis points. The Company pays interest in arrears semi-annually during the Fixed Interest Rate Period and quarterly during the Floating Interest Rate Period. Subject to limited exceptions, the Company cannot redeem the notes before the fifth anniversary of the issuance date.

The second issuance, with face value of $20.0 million matures on October 1, 2030 (the “October 2030 Notes”), and initially bore interest at a fixed rate of 5.00% until October 1, 2025. Since October 1, 2025, to the stated maturity date or earlier redemption date, the interest rate resets semi-annually to an annual floating rate of three-month SOFR plus a spread of 475 basis points, but no less than 5.00%. The Company has the ability to redeem the notes in this issuance, in whole or in part, since October 1, 2025 plus accrued and unpaid interest. These Notes are also redeemable in whole or in part upon the occurrence of specific events defined within the indenture.

The third issuance has two tranches. The first tranche was issued in January 2018, with a face value of $4.5 million, which bears interest at a fixed rate of 6.875% and matures on April 1, 2028 (the “2028 Notes”). Interest is payable quarterly in arrears. The second tranche has a face value of $18.1 million (the “July 2030 Notes”) and initially bore interest at a fixed rate of 6.00%, from June 25, 2020 up to but excluding July 1, 2025, and was payable semi-annually in arrears. From and including July 1, 2025, up to but excluding July 1, 2030, or to a redemption date, the interest rate on the second tranche shall reset quarterly to the then current three-month SOFR plus 590 basis points, payable quarterly in arrears. Beginning on July 1, 2025, through maturity, the subordinated notes may be redeemed at the Company’s option on any scheduled interest payment date. These subordinated notes mature on July 1, 2030.

On September 30, 2026, the Company completed its previously announced underwritten public offering of $100.0 million aggregate principal amount of its 7.00% Fixed-to-Floating Rate Subordinated Notes due 2036 (the “2036 Notes”). Issuance costs of this offering totaled $2.3 million which will be amortized throughout the life of the debt. The Company intends to use the net proceeds from this offering, plus cash on hand: (i) to repay $4.5 million aggregate principal amount of its outstanding 6.875% Subordinated Note, which matures on April 1, 2028, $18.1 million aggregate principal amount of its outstanding 6.000% Fixed-to-Floating Rate Subordinated Notes, which currently bear interest at the Three-Month Term SOFR plus 590 basis points and mature on July 1, 2030, and $20.0 million aggregate principal amount of its outstanding 5.000% Fixed-to-Floating Rate Subordinated Notes, which currently bear interest at the Three-Month Term SOFR plus 475 basis points and mature on October 1, 2030, plus, in each case, accrued and unpaid interest, (ii) to potentially repay all or part of its outstanding $75.0 million of the 3.25% Fixed-to-Floating Rate Subordinated Notes, which currently bear interest at the fixed rate of 3.25% per year and mature on December 1, 2031, plus accrued and unpaid interest, and (iii) to potentially redeem all or part of its outstanding $15.0 million aggregate liquidation preference of 2021 Preferred Stock.

The 2036 Notes will bear interest from and including September 30, 2026 to, but excluding, October 1, 2031 at a fixed rate of 7.00% per annum, payable semi-annually in arrears on April 1 and October 1 of each year, commencing on April 1, 2027. From and including October 1, 2031 to, but excluding, October 1, 2036 (unless redeemed prior to such date), the 2036 Notes will bear interest at a floating rate per annum equal to a benchmark rate (reset quarterly) (which is expected to be Three-Month Term SOFR) plus 222 basis points, payable quarterly in arrears on January 1, April 1, July 1 and October 1 of each year, commencing on January 1, 2032. Notwithstanding the foregoing, if the benchmark is less than zero, the benchmark will be deemed to be zero. The 2036 Notes will mature on October 1, 2036, unless earlier redeemed.

Subsequent to September 30, 2026, the Company redeemed $4.5 million of the outstanding 2028 Notes, at a redemption price of 100% of principal plus accrued and unpaid interest. The Company also redeemed $18.1 million of its July 2030 Notes, at a redemption price of 100% of principal plus accrued and unpaid interest. On October 19, 2026, notice of redemption was delivered to the holders of $37.5 million of the Company’s $75.0 million 2031 Notes, which redemption

Note 6— Borrowed Funds (continued)

will occur on December 1, 2026. The redemptions of the 2028 Notes and July 2030 Notes were funded, and the redemption of the 2031 Notes will be funded, with proceeds from the Company's $100.0 million issuance of the 2036 Notes and cash on hand.

Subordinated Debentures Owed to Unconsolidated Subsidiary Trusts

As part of the Summit Merger, Burke & Herbert became the sponsor for SFG Capital Trust I, SFG Capital Trust II, and SFG Capital Trust III. For each of these trusts, 100% of the common equity is owned by us. SFG Capital Trust I issued $3.5 million in capital securities and $109 thousand in common securities and invested the proceeds in $3.6 million of debentures, which were assumed by Burke & Herbert in the Summit Merger. SFG Capital Trust II issued $7.5 million in capital securities and $232 thousand in common securities and invested the proceeds in $7.7 million of debentures, which were assumed by Burke & Herbert in the Summit Merger. SFG Capital Trust III issued $8.0 million in capital securities and $248 thousand in common securities and invested the proceeds in $8.3 million of debentures, which were assumed by Burke & Herbert in the Summit Merger. Distributions on the capital securities issued by the trusts are payable quarterly at a variable rate equal to three-month term SOFR plus 345 basis points for SFG Capital Trust I, three-month term SOFR plus 280 basis points for SFG Capital Trust II, and three-month term SOFR plus 145 basis points for SFG Capital Trust III, and equals the interest rate earned on the debentures held by the trusts and is recorded as interest expense by us. The capital securities are subject to mandatory redemption in whole, or in part, upon repayment of the debentures. We have entered into agreements which, taken collectively, fully and unconditionally guarantee the capital securities subject to the terms of the guarantee. The debentures of each Capital Trust are redeemable by us quarterly.

The capital securities issued by SFG Capital Trust I, SFG Capital Trust II, and SFG Capital Trust III qualify as Tier 1 capital under the Federal Reserve guidelines. In accordance with these guidelines, trust preferred securities are limited to 25% of Tier 1 capital elements, net of goodwill. The amount of trust preferred securities and certain other elements in excess of the limit can be included in Tier 2 capital.

The remaining maturities of subordinated debentures as of September 30, 2026, are as follows (in thousands):

	Subordinated debentures	Subordinated debentures owed to unconsolidated subsidiary trusts
Remaining three months ending, December 31, 2026	$ —	$ —
2027	—	—
2028	4,500	—
2029	—	—
2030	38,050	—
Thereafter	195,000	19,589
Total	$ 237,550	$ 19,589

Note 7— Leased Property

Lessor Arrangements

The Company enters into operating leases with customers to lease vacant space in certain owned premises that are not being used by the Company. These operating leases are typically payable in monthly installments with current terms ranging from around one year to around nine years and may contain renewal options. The components of lease income, which were included in non-interest expense in the occupancy line item on the Consolidated Statements of Income, were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Operating lease income	$ 667	$ 709	$ 2,028	$ 2,101
Total lease income	$ 667	$ 709	$ 2,028	$ 2,101

Note 7— Leased Property (continued)

The remaining maturities of operating lease receivables as of September 30, 2026, are as follows (in thousands):

	Operating Leases
Remaining three months ending, December 31, 2026	$ 671
2027	2,526
2028	2,426
2029	2,222
2030	1,678
Thereafter	1,442
Total lease receivables	$ 10,965

Lessee Arrangements

The Company has entered into leases for branches and office space. The leases are evaluated for whether the lease will be classified as either a finance or operating lease. Certain leases offer the option to extend the lease term, and the Company has included such extensions in its calculation of the lease liabilities to the extent the options are reasonably assured of being exercised. Including renewal options, the terms of the Company's leases range from less than one year to approximately twelve years. The lease agreements do not provide for residual value guarantees and have no restrictions or covenants that would impact dividends or require incurring additional financial obligations.

Lease liabilities represent the Company's obligation to make lease payments and are presented at each reporting date as the net present value of the remaining contractual cash flows. These cash flows are discounted at the Company's incremental borrowing rate in effect at the commencement date of the lease. The right-of-use asset and lease liability are included in other assets and other liabilities, respectively, in the Consolidated Balance Sheets.

Right-of-use assets and liabilities by lease type, and the associated balance sheet classifications are as follows (in thousands):

	Balance Sheet Classification	September 30, 2026	December 31, 2025
Right-of-use assets:			
Operating leases	Other assets	$ 27,901	$ 14,096
Finance leases	Other assets	2,813	3,795
Total right-of-use assets		$ 30,714	$ 17,891
Lease liabilities:			
Operating leases	Other liabilities	$ 29,572	$ 14,717
Finance leases	Other liabilities	3,211	4,158
Total lease liabilities		$ 32,783	$ 18,875

The components of total lease cost were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Finance lease cost				
Right-of-use asset amortization	$ 94	$ 71	$ 296	$ 214
Interest expense	34	26	108	79
Operating lease cost	1,472	859	4,450	2,535
Total lease cost	$ 1,600	$ 956	$ 4,854	$ 2,828

Note 7— Leased Property (continued)

The Company's future undiscounted lease payments for finance and operating leases with initial terms of one year or more as of September 30, 2026, are as follows (in thousands):

	Operating Leases	Finance Leases
Remaining three months ending, December 31, 2026	$ 1,461	$ 86
2027	5,693	347
2028	5,064	354
2029	4,856	361
2030	4,330	368
Thereafter	13,896	2,261
Total undiscounted lease payments	35,300	3,777
Less: discount	(5,728)	(566)
Net lease liabilities	$ 29,572	$ 3,211

The following table presents additional information about the Company's leases as of September 30, 2026, and December 31, 2025.

Supplemental lease information (dollars in thousands)	September 30, 2026	December 31, 2025
Finance lease weighted average remaining lease term (years)	10.04	10.61
Finance lease weighted average discount rate	3.08 %	3.32 %
Operating lease weighted average remaining lease term (years)	7.14	6.66
Operating lease weighted average discount rate	4.58 %	4.64 %

	Nine Months Ended September 30,	
Cash paid for amounts included in the measurement of lease liabilities	**2026**	**2025**
Operating cash flows from operating leases	$ 4,356	$ 2,380
Operating cash flows from finance leases	107	79
Financing cash flows from finance leases	239	170
Right-of-use assets obtained in exchange for new finance lease liabilities	600	—
Right-of-use assets obtained in exchange for new operating lease liabilities	1,870	—

Note 8— Regulatory Capital Matters

Banks and financial holding companies are subject to regulatory capital requirements administered by federal banking agencies. Capital adequacy guidelines and, additionally for banks, "prompt corrective action" regulations involve quantitative measures of assets, liabilities, and certain off-balance sheet items calculated under regulatory accounting practices. Capital amounts and classifications are also subject to qualitative judgments by regulators. Failure to meet capital requirements can initiate regulatory action. Under the Basel III Framework, an entity must hold a capital conservation buffer above the adequately capitalized risk-based capital ratios. The net unrealized gain or loss on AFS securities is not included in computing regulatory capital. Management believes as of September 30, 2026, the Company and the Bank meet all capital adequacy requirements to which they are subject.

"Prompt corrective action" regulations provide five classifications: "well capitalized", "adequately capitalized", "undercapitalized", "significantly undercapitalized", and "critically undercapitalized", although these terms are not used to represent overall financial condition. If "adequately capitalized", regulatory approval is required to accept brokered deposits. If "undercapitalized", capital distributions are limited, as is asset growth and expansion, and capital restoration plans are required. As of September 30, 2026, and December 31, 2025, the most recent notification from the Bank's primary regulator categorized the Bank as "well capitalized" under the regulatory framework for "prompt corrective action."

Note 8— Regulatory Capital Matters (continued)

The following table presents the actual and required capital amounts and ratios for the Company and the Bank at September 30, 2026, and December 31, 2025 (in thousands except for ratios):

	Actual		Minimum Required Capital - Basel III		Minimum Required to be Well Capitalized	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
As of September 30, 2026						
Total Capital to risk weighted assets						
Consolidated	$ 1,413,623	15.43 %	$ 962,051	≥ 10.5%	N/A	N/A
Burke & Herbert Bank & Trust	1,313,233	14.39	958,478	≥ 10.5	912,836	≥ 10.0%
Tier 1 (Core) Capital to risk weighted assets						
Consolidated	1,129,971	12.33	778,804	≥ 8.5	N/A	N/A
Burke & Herbert Bank & Trust	1,222,097	13.39	775,910	≥ 8.5	730,269	≥ 8.0
Common Tier 1 (CET 1) to risk-weighted assets						
Consolidated	1,102,100	12.03	641,368	≥ 7.0	N/A	N/A
Burke & Herbert Bank & Trust	1,222,097	13.39	638,985	≥ 7.0	593,343	≥ 6.5
Tier 1 (Core) Capital to average assets (leverage ratio)						
Consolidated	1,129,971	10.35	436,647	≥ 4.0	N/A	N/A
Burke & Herbert Bank & Trust	1,222,097	11.22	435,690	≥ 4.0	544,613	≥ 5.0
As of December 31, 2025						
Total Capital to risk weighted assets						
Consolidated	$ 1,004,898	16.17 %	$ 652,648	≥ 10.5%	N/A	N/A
Burke & Herbert Bank & Trust	986,269	15.92	650,649	≥ 10.5	619,665	≥ 10.0%
Tier 1 (Core) Capital to risk weighted assets						
Consolidated	863,657	13.89	528,334	≥ 8.5	N/A	N/A
Burke & Herbert Bank & Trust	915,250	14.77	526,716	≥ 8.5	495,732	≥ 8.0
Common Tier 1 (CET 1) to risk-weighted assets						
Consolidated	835,976	13.45	435,099	≥ 7.0	N/A	N/A
Burke & Herbert Bank & Trust	915,250	14.77	433,766	≥ 7.0	402,782	≥ 6.5
Tier 1 (Core) Capital to average assets (leverage ratio)						
Consolidated	863,657	10.92	316,492	≥ 4.0	N/A	N/A
Burke & Herbert Bank & Trust	915,250	11.59	315,898	≥ 4.0	394,873	≥ 5.0

The Company’s principal source of funds for dividend payments is dividends received from the Bank. Banking regulations limit the amount of dividends that may be paid without prior approval of regulatory agencies. As of September 30, 2026, approximately $354.8 million of retained earnings was available for dividend declaration consistent with the Company’s capital plan.

Note 9— Derivatives

The Company utilizes derivative financial instruments as part of its asset-liability management strategy to manage exposure to changes in interest rates. Derivative contracts are recorded at fair value in the Consolidated Balance Sheet. The notional amount of derivative contracts does not represent amounts exchanged by the parties and, therefore, is not a measure of the Company’s exposure to credit or market risk. The amounts exchanged are determined by reference to the notional amount and the terms of the individual derivative agreements.

Cash flow hedges of interest rate risk

The Company's objective in using interest rate derivatives is to add stability to net interest income and manage exposure to variability in cash flows resulting from changes in market interest rates. To accomplish this objective, the Company utilizes interest rate swaps, caps, and collars as part of its interest rate risk management strategy.

Interest rate swaps designated as cash flow hedges generally involve the receipt of variable-rate amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements, without exchange

of the underlying notional amount. Interest rate caps provide payments to the Company when the designated benchmark rate exceeds the contractual cap rate. Interest rate collars establish a range within which the designated benchmark rate may fluctuate through a combination of purchased and sold option components. As of September 30, 2026 and December 31, 2025, the Company used cash flow hedges to manage the variability of cash flows associated with variable-rate liabilities and other designated variable-rate funding sources.

For derivatives designated and qualifying as cash flow hedges of interest rate risk, the gain or loss on the derivative is recorded in accumulated other comprehensive income (loss) ("AOCI") and subsequently reclassified into interest income or interest expense in the same period or periods during which the hedged transaction affects earnings. During the next twelve months, the Company estimates that a net amount of approximately $3.1 million will be reclassified as a reduction in interest expense.

During the third quarter of 2026, the Company settled an interest rate derivative designated as a cash flow hedge of the forecasted issuance of subordinated debt. Upon settlement of the derivative, the Company recognized a gain of approximately $2.3 million in accumulated other comprehensive income. The accumulated gain will be reclassified from accumulated other comprehensive income into interest expense over the first five years of the related subordinated debt.

Derivatives not designated as hedges

The Company enters into interest rate derivative contracts with certain commercial loan customers to facilitate their interest rate risk management objectives. These contracts may include interest rate swaps, swaps containing floor features, caps, collars and other interest rate derivative products. Concurrent with entering into derivative contracts with customers, the Company generally enters into offsetting derivative contracts with unrelated dealer counterparties. These transactions are intended to economically offset the market risk associated with the customer derivatives while allowing the Company to meet customer financing needs.

Because the customer derivatives and related offsetting dealer contracts are not designated as accounting hedges, changes in their fair values are recognized in current earnings and included in other operating income or expense. Changes in the fair values of customer derivatives and the related dealer derivatives are generally expected to substantially offset in earnings, except for differences resulting from accrued interest, credit valuation adjustments, and other valuation considerations. These derivatives are reported at fair value in other assets and accrued interest and other liabilities in the Consolidated Balance Sheets.

The table below presents the fair value of the Company’s derivative financial instruments, which includes accrued interest, as well as their classification on the Consolidated Balance Sheets as of September 30, 2026, and December 31, 2025 (in thousands):

	September 30, 2026		
	Balance Sheet Location	Notional Amount	Fair Value
Derivatives designated as hedges:			
Interest rate swaps related to cash flow hedges	Other assets	$ 325,000	$ 2,456
Interest rate swaps related to cash flow hedges	Other liabilities	—	—
Interest rate caps and collars related to cash flow hedges	Other assets	200,000	5,967
Derivatives not designated as hedges:			
Interest rate swaps related to customer loans	Other assets	$ 373,274	$ 7,387
Interest rate swaps related to customer loans	Other liabilities	373,274	7,387

Note 9— Derivatives (continued)

	December 31, 2025		
	Balance Sheet Location	Notional Amount	Fair Value
Derivatives designated as hedges:			
Interest rate swaps related to cash flow hedges	Other assets	$ 150,000	$ 273
Interest rate swaps related to cash flow hedges	Other liabilities	400,000	340
Derivatives not designated as hedges:			
Interest rate swaps related to customer loans	Other assets	$ 203,904	$ 2,331
Interest rate swaps related to customer loans	Other liabilities	203,904	2,331

The table below presents the effect of cash flow hedge accounting on AOCI for the three months ended September 30, 2026, and September 30, 2025 (in thousands):

	September 30, 2026				September 30, 2026		
Derivatives in Cash Flow Hedging Relationships	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income Included Component	Amount of Gain or (Loss) Reclassified from AOCI into Income Excluded Component
Interest Rate Products	$ —	$ —	$ —	Interest Income	$ —	$ —	$ —
Interest Rate Products	6,087	6,087	—	Interest Expense	325	325	—
Total	$ 6,087	$ 6,087	$ —		$ 325	$ 325	$ —

	September 30, 2025				September 30, 2025		
Derivatives in Cash Flow Hedging Relationships	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income Included Component	Amount of Gain or (Loss) Reclassified from AOCI into Income Excluded Component
Interest Rate Products	$ —	$ —	$ —	Interest Income	$ —	$ —	$ —
Interest Rate Products	221	221	—	Interest Expense	709	709	—
Total	$ 221	$ 221	$ —		$ 709	$ 709	$ —

The table below presents the effect of cash flow hedge accounting on AOCI for the nine months ended September 30, 2026, and September 30, 2025 (in thousands):

	September 30, 2026				September 30, 2026		
Derivatives in Cash Flow Hedging Relationships	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income Included Component	Amount of Gain or (Loss) Reclassified from AOCI into Income Excluded Component
Interest Rate Products	$ —	$ —	$ —	Interest Income	$ —	$ —	$ —
Interest Rate Products	8,711	8,711	—	Interest Expense	649	649	—
Total	$ 8,711	$ 8,711	$ —		$ 649	$ 649	$ —

Note 9— Derivatives (continued)

Derivatives in Cash Flow Hedging Relationships	September 30, 2025 Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Reclassified from AOCI into Income	September 30, 2025 Amount of Gain or (Loss) Reclassified from AOCI into Income	Amount of Gain or (Loss) Reclassified from AOCI into Income Included Component	Amount of Gain or (Loss) Reclassified from AOCI into Income Excluded Component
Interest Rate Products	$ —	$ —	$ —	Interest Income	$ —	$ —	$ —
Interest Rate Products	617	617	—	Interest Expense	1,868	1,868	—
Total	$ 617	$ 617	$ —		$ 1,868	$ 1,868	$ —

The table below presents the effect of the Company's derivative financial instruments on the Consolidated Statements of Income for the three and nine months ended September 30, 2026, and September 30, 2025 (in thousands).

	Location and Amount of Gain or (Loss) Recognized in Income on Fair Value and Cash Flow Hedging Relationships			
	Three months ended			
	September 30, 2026		September 30, 2025	
	Interest Income	Interest Expense	Interest Income	Interest Expense
Total amounts of income and expense line items presented in the consolidated statements of income in which the effects of fair value or cash flow hedges are recorded	$ —	$ 325	$ 40	$ 709
The effects of fair value and cash flow hedging:				
Gain or (loss) on fair value hedging relationships in Subtopic 815-20				
Interest contracts				
Hedged items [1]	—	—	40	—
Derivatives designated as hedging instruments	—	—	—	—
Gain or (loss) on cash flow hedging relationships in Subtopic 815-20				
Interest contracts				
Amount of gain or (loss) reclassified from AOCI into income	—	325	—	709
Amount of gain or (loss) reclassified from AOCI into income as a result that a forecasted transaction is no longer probable of occurring	—	—	—	—
Amount of gain or (loss) reclassified from AOCI into income - included component	—	325	—	709
Amount of gain or (loss) reclassified from AOCI into income - excluded component	—	—	—	—

Note 9— Derivatives (continued)

	Location and Amount of Gain or (Loss) Recognized in Income on Fair Value and Cash Flow Hedging Relationships			
	Nine months ended			
	September 30, 2026		September 30, 2025	
	Interest Income	Interest Expense	Interest Income	Interest Expense
Total amounts of income and expense line items presented in the consolidated statements of income in which the effects of fair value or cash flow hedges are recorded	$ 723	$ 649	$ 120	$ 1,868
The effects of fair value and cash flow hedging:				
Gain or (loss) on fair value hedging relationships in Subtopic 815-20				
Interest contracts				
Hedged items [1]	723	—	120	—
Derivatives designated as hedging instruments	—	—	—	—
Gain or (loss) on cash flow hedging relationships in Subtopic 815-20				
Interest contracts				
Amount of gain or (loss) reclassified from AOCI into income	—	649	—	1,868
Amount of gain or (loss) reclassified from AOCI into income as a result that a forecasted transaction is no longer probable of occurring	—	—	—	—
Amount of gain or (loss) reclassified from AOCI into income - included component	—	649	—	1,868
Amount of gain or (loss) reclassified from AOCI into income - excluded component	—	—	—	—

(1) The Company voluntarily discontinued a fair value hedging relationship and these amounts include the gain or (loss) and the hedging adjustment on a voluntary discontinued hedging relationship. The Company has allocated the basis adjustment to the remaining individual assets in the closed portfolio and will amortize the basis adjustment over a period consistent with amortization of other discounts or premiums on the assets.

Credit-risk-related Contingent Features

As of September 30, 2026, excluding back to back interest rate swaps, there are no derivatives in a liability position. As of December 31, 2025, the fair value of derivatives in a net liability position, which includes accrued interest but excludes any adjustment for non-performance risk related to these agreements, was $340.0 thousand. As of December 31, 2025, the Company had posted the full amount of collateral related to these agreements.

Note 10— Commitments and Contingencies

Credit extension commitments

The Company’s financial statements do not reflect various financial instruments which arise in the normal course of business and which involve elements of credit risk, interest rate risk, and liquidity risk. These financial instruments include commitments to extend credit (e.g., revolving lines of credit) and commercial letters of credit.

Many of our lending relationships contain both funded and unfunded elements. The funded portion is reflected on our balance sheet. The unfunded portion of these commitments is not recorded on our balance sheet until a draw is made under the loan facility. Since many of our commitments to extend credit may expire without being drawn upon, the total commitment amounts do not necessarily represent future cash flow requirements.

A summary of the contractual amounts of the Company’s financial instruments outstanding at September 30, 2026, and December 31, 2025, is as follows (in thousands):

	September 30, 2026	December 31, 2025
Commitments to extend credit	$ 1,523,695	$ 970,255
Commercial letters of credit	22,845	23,959

Note 10— Commitments and Contingencies (continued)

Commitments to extend credit and commercial letters of credit both include exposure to some credit loss in the event of non-performance of the customer. The Company's credit policies and procedures for credit commitments and financial guarantees are the same as those for extensions of credit that are recorded on the Consolidated Balance Sheets. Many of these instruments have fixed maturity dates, and many of them will expire without being drawn upon; accordingly, they do not generally present any significant liquidity risk to the Company.

Allowance for credit losses - off-balance-sheet credit exposures

The Company recorded a recapture of credit losses on unfunded commitments of $790.0 thousand and recapture of credit losses of $312.0 thousand on unfunded commitments for the three months ended September 30, 2026 and September 30, 2025, respectively. The Company recorded a provision for credit losses on unfunded commitments of $1.2 million and a recapture of credit losses of $804.0 thousand for the nine months ended September 30, 2026 and September 30, 2025, respectively. The ACL on off-balance-sheet credit totaled $4.4 million and $3.2 million as of September 30, 2026, and December 31, 2025, and is included in accrued interest and other liabilities on the accompanying Consolidated Balance Sheets.

Litigation

The Company is a party to litigation, claims, and proceedings arising in the normal course of business that are ordinary and routine to the nature of the Company's business and operations. Management, after consultation with legal counsel, believes that the liabilities, if any, arising from any currently pending or threatened litigation, claims, or proceedings will not be material to the Company's financial position as of September 30, 2026, and December 31, 2025, respectively.

Note 11— Fair Value Measurements

Determination of Fair Value

Fair value is the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There are three levels of inputs that may be used to measure fair values:

Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2 – Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect our own assumptions that market participants would use in pricing an asset or liability.

In instances in which multiple levels of inputs are used to measure fair value, hierarchy classification is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

The Company used the following methods and significant assumptions to estimate fair value:

Investment securities

The fair values for investment securities are determined by quoted market prices, if available (Level 1). For securities where quoted prices are not available, fair values are calculated based on market prices of similar securities (Level 2), using matrix pricing. Matrix pricing is a mathematical technique commonly used to price debt securities without relying exclusively on quoted prices for the specific securities but rather by relying on securities' relationship to other benchmark quoted securities (Level 2 inputs). For securities where quoted prices or market prices of similar securities are not available, fair values are calculated using discounted cash flows or other market indicators (Level 3).

Note 11— Fair Value Measurements (continued)

Equity Investments

Equity investments are recorded at fair value on a recurring basis, with changes in fair value reported in net income. Through the Summit Merger we acquired an investment in an S&P 500 index fund that is traded on an exchange, and we classify it as Level 1 as of September 30, 2026.

Through the Summit Merger, we acquired perpetual preferred stock of a bank holding company issued in October 2022 in a private offering. The perpetual preferred stock does not trade on an exchange or in an active over-the-counter market; therefore, we estimate its fair value using the present value of its future cash flows using observed discount rates of similar publicly-traded securities, adjusted for a liquidity premium. We classify the perpetual preferred stock as Level 2.

Equity securities without readily determinable fair values are carried at cost, minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for an identical or similar investment. Such equity securities are included in other assets on the accompanying Consolidated Balance Sheets.

Derivatives

The fair values of derivatives are based on valuation models using observable market data as of the measurement date (Level 2). The Company has contracted with a third-party vendor to provide valuations for interest rate swaps using standard swap valuation techniques. The Company has considered counterparty credit risk in the valuation of its interest rate swap assets and has considered its own credit risk in the valuation of its interest rate swap liabilities.

Loans held-for-sale

The fair value of loans held-for-sale is determined using quoted prices for similar assets, adjusted for specific attributes of that loan (Level 2). These loans currently consist of one-to-four family residential loans originated for sale in the secondary market.

Note 11— Fair Value Measurements (continued)

Assets and liabilities measured at fair value on a recurring basis are summarized below (in thousands):

	Fair Value Measurements at September 30, 2026, Using:			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Financial assets				
Investment Securities				
U.S. Treasuries and government agencies	$ 171,907	$ —	$ —	$ 171,907
Obligations of states and municipalities	—	1,086,461	—	1,086,461
Residential mortgage backed - agency	—	80,285	—	80,285
Residential mortgage backed - non-agency	—	371,979	—	371,979
Commercial mortgage backed - agency	—	68,581	—	68,581
Commercial mortgage backed - non-agency	—	82,457	—	82,457
Asset-backed	—	44,835	—	44,835
Other	—	36,637	—	36,637
Total investment securities available-for-sale	$ 171,907	$ 1,771,235	$ —	$ 1,943,142
Loans held-for-sale	$ —	$ 2,202	$ —	$ 2,202
Equity investments	$ 10,219	$ 6,778	$ —	$ 16,997
Derivatives	$ —	$ 15,810	$ —	$ 15,810
Financial liabilities				
Derivatives	$ —	$ 7,387	$ —	$ 7,387

	Fair Value Measurements at December 31, 2025, Using:			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Financial assets				
Investment Securities				
U.S. Treasuries and government agencies	$ 150,124	$ —	$ —	$ 150,124
Obligations of states and municipalities	—	922,574	—	922,574
Residential mortgage backed - agency	—	55,385	—	55,385
Residential mortgage backed - non-agency	—	218,092	—	218,092
Commercial mortgage backed - agency	—	73,896	—	73,896
Commercial mortgage backed - non-agency	—	111,109	—	111,109
Asset-backed	—	53,466	—	53,466
Other	—	31,308	—	31,308
Total investment securities available-for-sale	$ 150,124	$ 1,465,830	$ —	$ 1,615,954
Loans held-for-sale	$ —	$ 365	$ —	$ 365
Equity investments	$ 9,144	$ 5,057	$ —	$ 14,201
Derivatives	$ —	$ 2,604	$ —	$ 2,604
Financial liabilities				
Derivatives	$ —	$ 2,671	$ —	$ 2,671

Note 11— Fair Value Measurements (continued)

The following describes the valuation techniques used by the Company to measure certain assets recorded at fair value on a non-recurring basis in the financial statements:

Collateral dependent loans

Loans for which the borrower is experiencing financial difficulty and repayment is dependent upon the operation or sale of collateral, are considered collateral-dependent. For collateral-dependent loans, the fair value is measured based on the value of the collateral securing the loans, less estimated costs of disposal. Collateral may be in the form of real estate or business assets, including equipment, inventory, and accounts receivable. The vast majority of the collateral underlying collateral-dependent loans is real estate, the fair value of which is measured through an appraisal. The appraisals of the collateral supporting collateral-dependent loans may utilize a single valuation approach or a combination of approaches, including comparable sales and the income approach. Any fair value adjustments are recorded in the period incurred as provision for (recapture of) credit losses on the Consolidated Statements of Income. Non-real estate collateral may be valued using an appraisal, net book value per the borrower's financial statements, or aging reports, adjusted or discounted based on management's historical knowledge, changes in market conditions from the time of the valuation, and management's expertise and knowledge of the client and client's business.

Other real estate owned

Assets acquired through foreclosure or other proceedings are initially recorded at fair value less costs to sell when acquired, establishing a new cost basis. The fair value of foreclosed properties is determined on a nonrecurring basis generally utilizing current appraisals performed by an independent, licensed appraiser applying an income or market value approach using observable market data. Updated appraisals of foreclosed properties are generally obtained if the existing appraisal is more than 18 months old or more frequently if there is a known deterioration in value. However, if a current appraisal is not available, the original appraised value is discounted, as appropriate, to compensate for the estimated depreciation in the value of the real estate since the date of its original appraisal. Such discounts are generally estimated based upon management's knowledge of sales of similar property within the applicable market area and its knowledge of other real estate market-related data, as well as general economic trends. Upon foreclosure, any fair value adjustment is charged against the allowance for credit losses on loans. Subsequent fair value adjustments are recorded in the period incurred and included in other noninterest expense in the Consolidated Statements of Income.

Assets that were measured at fair value on a non-recurring basis at September 30, 2026, and December 31, 2025 are summarized below (in thousands):

	Fair Value Measurements at September 30, 2026, Using:			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Collateral dependent loans				
Commercial real estate	$ —	$ —	$ 3,775	$ 3,775
Owner-occupied commercial real estate	—	—	5,663	5,663
Acquisition, construction & development	—	—	—	—
Commercial & industrial	—	—	1,948	1,948
Single family residential	—	—	7,786	7,786
Consumer non-real estate and other	—	—	—	—
Other real estate owned	—	—	2,873	2,873

Note 11— Fair Value Measurements (continued)

	Fair Value Measurements at December 31, 2025, Using:			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Collateral dependent loans				
Commercial real estate	$ —	$ —	$ 10,377	$ 10,377
Owner-occupied commercial real estate	—	—	—	—
Acquisition, construction & development	—	—	2,640	2,640
Commercial & industrial	—	—	213	213
Single family residential	—	—	223	223
Consumer non-real estate and other	—	—	—	—
Other real estate owned	—	—	2,689	2,689

The following table presents quantitative information about Level 3 Fair Value Measurements for assets measured at fair value on a non-recurring basis at September 30, 2026, and December 31, 2025 (in thousands except for percentages):

Description	Fair Value	Valuation Techniques	Unobservable Inputs	Range
September 30, 2026				
Collateral dependent loans	$ 19,172	Appraisal of collateral	Management adjustments (e.g., liquidity, selling costs, etc.)	5.0% to 20.0% for liquidity, 6.0% to 8.0% for selling costs
Other real estate owned	2,873	Appraisal of collateral	Management adjustments (e.g., liquidity, selling costs, etc.)	5.0% to 20.0% for liquidity, 6.0% to 8.0% for selling costs
December 31, 2025				
Collateral dependent loans	$ 13,453	Appraisal of collateral	Management adjustments (e.g., liquidity, selling costs, etc.)	5.0% to 20.0% for liquidity, 6.0% to 8.0% for selling costs
Other real estate owned	2,689	Appraisal of collateral	Management adjustments (e.g., liquidity, selling costs, etc.)	5.0% to 20.0% for liquidity, 6.0% to 8.0% for selling costs

Fair value of financial instruments

The carrying amounts and estimated fair values of financial instruments not carried at fair value, at September 30, 2026, and December 31, 2025, were as follows (in thousands):

		Fair Value Measurements at September 30, 2026, Using:			
	Carrying Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Financial Assets					
Cash and due from banks	$ 101,308	$ 101,308	$ —	$ —	$ 101,308
Interest-earning deposits with banks	43,088	43,088	—	—	43,088
Loans, net	7,969,494	—	—	7,938,413	7,938,413
Accrued interest	48,725	—	48,725	—	48,725
Financial Liabilities					
Non-interest-bearing deposits	$ 2,015,942	$ —	$ 2,015,942	$ —	$ 2,015,942
Interest-bearing deposits	6,939,693	—	6,925,890	—	6,925,890
Short-term borrowings	525,000	—	524,933	—	524,933
Subordinated debentures, net	233,935	—	236,670	—	236,670
Subordinated debentures owed to unconsolidated subsidiary trusts	17,458	—	16,667	—	16,667
Accrued interest	8,398	—	8,398	—	8,398

Note 11— Fair Value Measurements (continued)

		Fair Value Measurements at December 31, 2025, Using:			
	Carrying Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Financial Assets					
Cash and due from banks	$ 53,497	$ 53,497	$ —	$ —	$ 53,497
Interest-bearing deposits with banks	235,630	235,630	—	—	235,630
Loans, net	5,319,853	—	—	5,284,210	5,284,210
Accrued interest	35,442	—	35,442	—	35,442
Financial Liabilities					
Non-interest-bearing deposits	$ 1,336,380	$ —	$ 1,336,380	$ —	$ 1,336,380
Interest-bearing deposits	5,067,561	—	5,062,925	—	5,062,925
Short-term borrowings	450,000	—	450,005	—	450,005
Subordinated debentures, net	70,222	—	70,800	—	70,800
Subordinated debentures owed to unconsolidated subsidiary trusts	17,268	—	16,494	—	16,494
Accrued interest	4,447	—	4,447	—	4,447

Note 12— Accumulated Other Comprehensive Income (Loss)

The following table presents changes in accumulated other comprehensive income (loss) by component, net of tax, for the three and nine months ended September 30, 2026, and September 30, 2025 (in thousands):

	Three months ended September 30, 2026			
	Gains and Losses on Cash Flow Hedges	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Accumulated Other Comprehensive Income
Beginning Balance	$ 1,706	$ (57,246)	$ (4,097)	$ (59,637)
Net unrealized gains (losses)	4,694	(79,226)	—	(74,532)
Less: net realized (gains) losses reclassified to earnings	(247)	(69)	—	(316)
Net change in pension plan benefits	—	—	—	—
Ending Balance	$ 6,153	$ (136,541)	$ (4,097)	$ (134,485)

	Three months ended September 30, 2025			
	Gains and Losses on Cash Flow Hedges	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Accumulated Other Comprehensive Income
Beginning Balance	$ 324	$ (83,576)	$ (4,602)	$ (87,854)
Net unrealized gains (losses)	170	19,970	—	20,140
Less: net realized (gains) losses reclassified to earnings	(546)	(194)	—	(740)
Net change in pension plan benefits	—	—	—	—
Ending Balance	$ (52)	$ (63,800)	$ (4,602)	$ (68,454)

Note 12— Accumulated Other Comprehensive Income (Loss) (continued)

	Nine months ended September 30, 2026			
	Gains and Losses on Cash Flow Hedges	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Accumulated Other Comprehensive Income
Beginning Balance	$ (64)	$ (54,857)	$ (4,039)	$ (58,960)
Net unrealized gains (losses)	6,717	(81,110)	—	(74,393)
Less: net realized (gains) losses reclassified to earnings	(500)	(574)	—	(1,074)
Net change in pension plan benefits	—	—	(58)	(58)
Ending Balance	$ 6,153	$ (136,541)	$ (4,097)	$ (134,485)

	Nine months ended September 30, 2025			
	Gains and Losses on Cash Flow Hedges	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Accumulated Other Comprehensive Income
Beginning Balance	$ 911	$ (92,055)	$ (4,576)	$ (95,720)
Net unrealized gains (losses)	475	28,540	—	29,015
Less: net realized (gains) losses reclassified to earnings	(1,438)	(285)	—	(1,723)
Net change in pension plan benefits	—	—	(26)	(26)
Ending Balance	$ (52)	$ (63,800)	$ (4,602)	$ (68,454)

Note 12— Accumulated Other Comprehensive Income (Loss) (continued)

The following table presents amounts reclassified out of each component of accumulated other comprehensive income (loss) for the three and nine months ended September 30, 2026, and September 30, 2025 (in thousands).

	Amount Reclassified From Accumulated Other Comprehensive Income				
	Three months ended		Nine months ended		
Details about Accumulated Other Comprehensive Income Components	**September 30, 2026**	**September 30, 2025**	**September 30, 2026**	**September 30, 2025**	**Affected Line Item in the Statements of Income**
Cash flow hedges:					
Interest rate contracts	$ —	$ —	$ —	$ —	Interest income
Interest rate contracts	325	709	649	1,868	Interest expense
Tax effect	(78)	(163)	(149)	(430)	Income tax expense (benefit)
Net of tax	$ 247	$ 546	$ 500	$ 1,438	
Available-for-sale securities:					
Realized gains (losses) on securities	$ 89	$ 212	$ 21	$ 251	Net gains/(losses) on securities
Realized gains (losses) on basis adjustment for fair value hedges	—	40	723	119	Interest income
Tax effect	(20)	(58)	(170)	(85)	Income tax expense (benefit)
Net of tax	$ 69	$ 194	$ 574	$ 285	
Defined benefit pension plan:					
Amortization of actuarial gain / (loss)	—	—	75	34	Pension and other employee benefits
Tax effect	—	—	(17)	(8)	Income tax expense (benefit)
Net of tax	$ —	$ —	$ 58	$ 26	
Total reclassifications, net of tax	$ 316	$ 740	$ 1,132	$ 1,749	Net income

Note 13— Other Operating Expense

Other operating expense from the Consolidated Statements of Income for the three and nine months ended September 30, 2026, and September 30, 2025, is as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Historic tax credit amortization	$ 239	$ 435	$ 718	$ 1,305
IT related	476	383	1,337	1,297
Consultant fees	5,803	661	17,330	2,115
Directors' fees	373	499	1,320	1,455
Audit expense	731	425	1,823	1,004
Legal expense	731	568	2,962	1,373
Virginia franchise tax	909	960	2,908	2,880
Marketing expense	588	387	1,583	1,156
Donation expense	51	37	154	121
Other	5,856	5,214	20,305	15,984
Total	$ 15,757	$ 9,569	$ 50,440	$ 28,690

Note 13— Other Operating Expense (continued)

The Company incurred merger-related expenses of $42.9 million for the nine months ended September 30, 2026, including $9.1 million of which were incurred during the three months ended September 30, 2026. These expenses are included in the consultant fees, audit expense, legal expense, and other line items detailed in other operating expenses.

Note 14— Share-Based Compensation

The Company has a share-based incentive plan described below that allows it to offer a variety of equity compensation awards subject to approval. Total compensation cost that has been charged against income for equity compensation awards granted was $1.6 million and $1.1 million for the three months ended September 30, 2026, and September 30, 2025, respectively. The total income tax benefit was $376.4 thousand and $242.9 thousand for the three months ended September 30, 2026, and September 30, 2025, respectively.

Total compensation cost that has been charged against income for equity compensation awards granted was $5.5 million and $3.5 million for the nine months ended September 30, 2026, and September 30, 2025, respectively. The total income tax benefit was $1.3 million and $806.1 thousand for the nine months ended September 30, 2026, and September 30, 2025, respectively.

2019 Stock Incentive Plan

In 2019, the Company's Stock Incentive Plan ("2019 SIP") was approved by the Bank's Board of Directors (the "Bank Board"). The 2019 SIP provides for the issuance of share-based awards to directors and employees of the Company. The 2019 SIP authorized 240,000 units to be issued, and the Company's practice is to use authorized but unissued shares to satisfy these share-based awards. Each unit represents a contingent right to receive one common share or an equivalent amount of cash, or a combination of the two, at the discretion of the Company. Currently, we have a sufficient number of authorized unissued shares to satisfy all outstanding equity awards.

Under the 2019 SIP, the Company has issued restricted stock unit ("RSU") awards that are both time-based and performance-based. Each RSU award will indicate the number of shares, the conditions (e.g., service, performance, and/or a combination), and the grant date. Compensation expense is recognized over the vesting period of the awards based on the fair value of the award at grant date. No new awards are issuable under the 2019 SIP.

2023 Stock Incentive Plan

In 2023, a new stock incentive plan ("2023 SIP") was approved by the Company's Board of Directors (the "Board") and shareholders. Following shareholder approval of the 2023 SIP on March 30, 2023, no further share-based awards will be issued under the 2019 SIP. The 2023 SIP provides for the issuance of share-based awards to directors and employees of the Company. The 2023 SIP authorized the issuance of 250,000 shares, subject to an annual increase in available shares and the addition of shares recycled from the 2019 SIP that were cancelled. Based on our shares outstanding as of September 30, 2026, and awards that were recycled from the 2019 SIP, the total shares authorized for issuance under the plan as of September 30, 2026 was 474,578.

A total of 121,732 and 95,587 shares were issued during the nine months ended September 30, 2026, and September 30, 2025, respectively.

For time-based RSUs, the fair value was determined by using the closing stock price on the date prior to the grant date. These RSUs vest over three years.

The Board, from time to time, approves performance-based RSU awards that may be earned over a three to five year performance period. Whether or not units are earned at the end of the performance period will be determined based on the achievement of performance and/or market targets (e.g., market capitalization target) over the performance period. If the conditions are achieved, the grant recipient will receive 100% of the units granted as these awards do not provide for a multiplier effect. The performance/market targets are determined by the Board.

The fair value for performance-based RSU awards was determined by using a Monte Carlo simulation analysis to estimate the achievement of the market capitalization target determined by the Board. The Monte Carlo simulation analysis required the following inputs: (1) expected term, (2) expected volatility, (3) risk-free rate, and (4) dividend yield. The expected term was based on the stated performance period. Management used the expected volatility from a peer group. The risk-free interest rate is based on the U.S. Treasury yield curve over the performance period. The dividend yield assumption was based on historical and anticipated dividend payouts.

Note 14— Share-Based Compensation (continued)

The following is a summary of all the Company's RSU awards issued under both the 2019 SIP and 2023 SIP:

Non-vested Shares	Shares	Weighted-Average Grant-Date Fair Value
Non-vested at December 31, 2025	180,849	$ 59.43
Granted	121,732	66.04
Vested	(62,015)	58.22
Forfeited	(11,444)	62.63
Non-vested at September 30, 2026	229,122	$ 63.11

As of September 30, 2026, there was $9.3 million of total unrecognized compensation costs related to restricted stock units. The cost is expected to be recognized over a weighted average period of 1.75 years.

2023 Employee Stock Purchase Plan

In 2023, an employee stock purchase plan ("2023 ESPP") was approved by the Board and shareholders. Upon the 2023 ESPP's shareholder approval date of March 30, 2023, the 2023 ESPP reserved 250,000 shares of common stock for issuance to employees, subject to an annual increase in reserved shares. The total shares authorized for issuance under the plan as of September 30, 2026 was 473,978. Whole shares are sold to participants in the 2023 ESPP at 85% of the lower of the stock price at the beginning or end of each semi-annual offering period. The first semi-annual offering period began on September 1, 2023, and the current semi-annual offering period began on September 1, 2026. Eligible employees may purchase shares in an amount that does not exceed the lesser of the IRS limit of $25,000 or 15% of their annual salary.

The following table presents information for the 2023 ESPP for the nine months ended September 30, 2026:

	September 30, 2026
Shares purchased	13,360
Weighted average price of shares purchased	$ 54.38
Compensation expense recognized (in 000's)	$ 163.2

Stock Appreciation Rights ("SARs")

Upon completion of the Summit Merger, Burke & Herbert assumed SAR awards that had been issued to existing employees that would continue with the same terms and conditions adjusted for the exchange ratio of 0.5043. As part of the Summit Merger, a significant portion of SAR awards accelerated their vesting and thus did not require any future service component. Management used the Black-Scholes option-pricing model to fair value these accelerated SAR awards and included this value as part of the purchase price for the Summit Merger.

The Company also used the Black-Scholes option-pricing model to fair value the non-accelerated SAR awards that were not fully vested. The SAR awards that have been assumed by the Company, were issued in 2019, 2021, and 2023, and these SAR awards become exercisable ratably over seven years (14.3% per year) and contractually expire ten years after the grant date. As of September 30, 2026, there were 63,187 SARs outstanding with a weighted average exercise price of $48.85. These options have a remaining expense amount of $209 thousand that will be recognized over a weighted average period of 2.9 years.

Stock Options

Upon completion of the LNKB Merger and as part of the Merger Agreement, the Company assumed incentive stock options and non-qualified stock option awards that had been issued to existing employees that will continue with the same terms and conditions, adjusted for the exchange ratio of 0.135. As of September 30, 2026, there were 50,025 outstanding stock options with a weighted average exercise price of $64.97. The stock options were acquired through the LNKB Merger and were valued upon acquisition using the Black-Scholes method. The remaining expense on these stock options is $140 thousand which will be recognized over a weighted average period of 2.2 years.

Note 14— Share-Based Compensation (continued)

Warrants

As part of the LNKB Merger, the Company assumed stock purchase warrants that were initially issued by LNKB in connection with LNKB's initial stock offering via private placement, giving organizers the right to purchase shares of common stock at the initial offering price of $10.00 per share, or $74.07 per share as adjusted by the LNKB Merger's exchange ratio. For organizers, the warrants serve as a reward for bearing the financial risk of the Company's organization by advancing "seed money" for its organizational and pre-opening expenses. The organizers' warrants are non-voting and are exercisable for a period of 10 years from the date of grant. All grants were issued during 2019. These warrants are transferable in accordance with the warrant agreement, but are not puttable to the Company. These shares may be issued from previously authorized but unissued shares of stock. To date, organizers have not exercised any warrants since their issuance. As of September 30, 2026, there were 207,560 warrants outstanding with a strike price of $74.07 and a total fair value of $2.5 million.

The Board has made no additional authorization to issue any further warrants as of September 30, 2026, and has no current plans for future issuance of warrants.

Note 15— Earnings Per Share

Basic earnings per share excludes dilution and is computed by dividing net income applicable to common shares by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflects the potential impact of contingently issuable shares. The Company uses the treasury stock method as described by ASC 260 - *Earnings Per Share* for each dilutive instrument when computing diluted earnings per share.

The following shows the weighted average number of shares used in computing earnings per share and the effect of weighted average number of shares dilutive potential common stock. Dilutive potential common stock has no effect on income available to common shareholders.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income (loss) applicable to common shares (in thousands)	$ 36,162	$ 29,739	$ 72,543	$ 86,387
Weighted average number of shares	20,183,227	15,021,852	17,897,770	14,999,230
Net effect of dilutive securities	111,531	90,561	87,219	37,675
Weighted average dilutive shares	20,294,758	15,112,413	17,984,989	15,036,905
Basic earnings (loss) per common share	$ 1.79	$ 1.98	$ 4.05	$ 5.76
Diluted earnings (loss) per common share	1.78	1.97	4.03	5.74

The following table presents a summary of securities that could potentially dilute basic earnings per share in future periods that were included in the computation of diluted earnings per share for the periods presented.

Dilutive securities	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Stock options and stock appreciation rights	76,610	163,048	58,146	163,048
Warrants	—	—	—	—
Restricted stock units	225,582	172,428	113,834	104,728
Total dilutive securities	302,192	335,476	171,980	267,776

Note 15— Earnings Per Share (continued)

The following table presents a summary of securities that could potentially dilute basic earnings per share in future periods that were not included in the computation of diluted earnings per share because inclusion would have been anti-dilutive for the periods presented.

Antidilutive securities	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Stock options and stock appreciation rights	36,603	22,961	55,067	22,961
Warrants	207,560	—	207,560	—
Restricted stock units	3,540	1,561	115,288	69,261
Total anti-dilutive securities	247,703	24,522	377,915	92,222

Note 16— Business Combination

Effective on May 1, 2026, Burke & Herbert completed the LNKB Merger. In the LNKB Merger, holders of LNKB Common Stock outstanding at the Effective Time of the LNKB Merger received 0.135 shares of Burke & Herbert common stock for each share of LNKB Common Stock they owned, subject to the payment of cash in lieu of fractional shares. The total aggregate consideration payable in the LNKB Merger was approximately 5,082,605 shares of Burke & Herbert common stock.

LNKB's results of operations from May 1, 2026, have been included in the Company's results since the Closing Date. Net interest income and income before income taxes for LNKB were estimated to be $45.2 million and $13.1 million, respectively, since the date of the acquisition through September 30, 2026, and are included in the Company's Consolidated Statement of Income. LNKB Merger-related costs of $42.9 million are included in non-interest expense in the Company's income statement for the nine months ended September 30, 2026. A portion of these LNKB Merger-related costs are captured in the line item Other Operating Non-Interest Expense on the consolidated Income Statement with further description in Note 13 — Other Operating Expense. The fair value of the common shares issued as part of the consideration paid for LNKB was determined on the basis of the closing price of the Company's common shares on the date of completion of the LNKB Merger.

We accounted for the LNKB Merger using the acquisition method of accounting in accordance with ASC 805, Business Combinations, and accordingly, the assets and liabilities of LNKB were recorded at their respective fair values on the date of completion of the LNKB Merger. We recognized goodwill of $82.1 million in connection with the acquisition, which is not amortized for financial reporting purposes, but is subject to annual impairment testing. The goodwill arising from the transaction is not deductible for tax purposes and consisted largely of synergies and the cost savings resulting from the combining of the operations of the companies. The fair values of assets and liabilities are subject to refinement for up to one year after the acquisition date if any additional information relative to the acquisition date fair values becomes available. This one year period will expire during the quarter ending June 30, 2027.

The following table summarizes adjustments to acquired goodwill subsequent to December 31, 2025 (in thousands):

	Goodwill
Balance at December 31, 2025	$ 34,149
Goodwill acquired in acquisition of Burke & Herbert Wealth Services, LLC	2,104
Goodwill acquired in acquisition of LNKB	82,092
Balance at September 30, 2026	$ 118,345

The core deposit intangible represents the value of long-term deposit relationships acquired in this transaction and will be amortized over an estimated weighted average life of 7 years using an accelerated method which approximates the estimated run-off of the acquired deposits. The fair value of intangible assets related to core deposits was $48.2 million on the date of acquisition.

The fair value of purchased financial assets with credit deterioration was $80.9 million on the date of the acquisition. The gross contractual amounts receivable relating to the purchased financial assets with credit deterioration were $97.5 million. At acquisition, all of the securities, held-to-maturity, were reclassified as available-for-sale.

Note 16— Business Combination (continued)

The following table details the total consideration paid for LNKB on May 1, 2026, the fair values of the assets acquired and liabilities assumed and the resulting goodwill at the acquisition date.

($ in thousands, except share information)

Consideration		**May 1, 2026**
Common stock of LINKBANCORP, Inc.		37,652,888
Exchange ratio		0.135
Expected Burke & Herbert common stock to be issued		5,083,140
Actual Burke & Herbert common stock issued		5,082,605
Fractional common stock to be paid in cash		535
Actual Burke & Herbert common stock issued		5,082,605
Price per share of Burke & Herbert common stock issued	$	64.31
Purchase price consideration for common stock issued		326,862
Fractional common stock to be paid in cash		535
Average 10 day closing price used to pay fractional common stock	$	64.35
Cash paid for fractional shares		34
Implied value of warrants		2,505
Implied value of stock options		324
Fully diluted transaction value	$	329,725
Goodwill	**$**	**82,092**

Note 16— Business Combination (continued)

($ in thousands)	As Recorded by LNKB May 1, 2026	Estimated Fair Value Adjustments	Estimated Fair Value May 1, 2026
Total purchase price consideration			$ 329,725
Recognized amounts of identifiable assets acquired and liabilities assumed			
Cash and equivalents	$ 74,609	$ —	74,609
Securities, available-for-sale, at fair value	246,652	—	246,652
Securities, held-to-maturity, at amortized cost	24,832	(379)	24,453
Equity and other investments	12,504	—	12,504
Loans, gross	2,600,294	(22,206)	2,578,088
Allowance for credit losses	(27,373)	(1,134)	(28,507)
Loans, net of allowance	2,572,921	(23,340)	2,549,581
Premises and equipment, net	30,071	787	30,858
Accrued interest receivable	10,719	—	10,719
Company-owned life insurance	54,298	—	54,298
Goodwill and intangibles	72,889	(24,668)	48,221
Other assets	26,839	(3,212)	23,627
Total identifiable assets acquired	3,126,334	(50,812)	3,075,522
Deposits	2,562,680	107	2,562,787
Borrowings	175,000	—	175,000
Subordinated debentures and trust preferred securities	62,318	(240)	62,078
Unfunded reserve liability	2,507	(2,507)	—
Accrued interest and other liabilities	25,667	2,357	28,024
Total liabilities	2,828,172	(283)	2,827,889
Total identifiable net assets	298,162	(50,529)	247,633
Goodwill			**$ 82,092**

The following table presents supplemental pro forma information as if the LNKB Merger had occurred on January 1, 2025. The unaudited pro forma information includes adjustments for non-recurring operating expenses and the related income tax effects. The pro forma financial information is not necessarily indicative of the results of operations that would have occurred had the transaction been effected on the assumed dates.

	Three Months Ended September 30,		Nine Months Ended September 30,	
($ in thousands)	2026	2025	2026	2025
Net Interest Income	$ 105,016	$ 100,156	$ 306,075	$ 298,156
Net Income	43,608	37,803	112,293	117,631

Note 17— Goodwill and Other Intangible Assets

The following table presents the change in goodwill for the three and nine months ended September 30, 2026, and September 30, 2025, (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Beginning of period	$ 118,345	$ 34,149	$ 34,149	$ 32,783
Acquired goodwill	—	—	84,196	—
Goodwill adjustment	—	—	—	1,366
Impairment	—	—	—	—
End of period	$ 118,345	$ 34,149	$ 118,345	$ 34,149

During the nine months ended September 30, 2026, the Company recorded $82.1 million associated with the LNKB Merger and $2.1 million of additional goodwill associated with the acquisition of Burke & Herbert Wealth Services, LLC, formerly known as Piedmont Wealth Management. See Note 16 — Business Combination to the consolidated financial statements for additional detail regarding the transaction with LNKB.

The Company performs the annual goodwill impairment test on September 30 every year. The Company completed its annual goodwill impairment test as of September 30, 2026 and concluded that goodwill was not impaired.

Other intangible assets consist of the core deposit intangible which is being amortized on an accelerated basis over its estimated useful life of 7 years. At the Closing Date of the LNKB Merger, the Company recorded $48.2 million of core deposit intangibles associated with the acquisition.

The gross carrying amount and accumulated amortization of core deposit intangibles for the three and nine months ended September 30, 2026, and September 30, 2025, was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Beginning of period	$ 80,754	$ 49,114	$ 41,747	$ 57,300
Core deposit intangible acquired	—	—	48,221	—
Amortization	(6,352)	(3,683)	(15,566)	(11,869)
Impairment	—	—	—	—
Total core deposit intangible	$ 74,402	$ 45,431	$ 74,402	$ 45,431

The Company reviews other intangible assets for possible impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. Total amortization expense associated with intangible assets was $15.6 million for the nine months ended September 30, 2026.

Estimated amortization expense for future years is as follows (in thousands):

	Estimated Amortization
Remaining three months ending, December 31, 2026	$ 6,230
2027	22,069
2028	17,668
2029	13,267
2030	8,866
Thereafter	6,302
Total	$ 74,402

Note 18— Segment Information

The Company operates in one reportable segment, Community Banking. The Company's Chief Executive Officer has been identified as the chief operating decision maker (“CODM”). The CODM uses consolidated net income to evaluate the Company's overall operating performance and to allocate capital and other resources. While the CODM reviews information regarding the Company's products, services, revenue streams, and other operating activities, these activities are managed and evaluated on a consolidated basis. Information regarding individual business activities is reviewed for operational management purposes and not for the purpose of allocating resources among separate operating segments. Accordingly, the Company has concluded that it operates in a single reportable segment.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our consolidated financial condition and results of operations of the Company should be read in conjunction with the preceding consolidated financial statements and notes presented in Item 1. Financial Statements of this Form 10-Q, as well as with the audited consolidated financial statements and notes for the year ended December 31, 2025, included in our Form 10-K filed with the SEC on February 27, 2026 (the "Form 10-K"). Historical results of operations and the percentage relationships among any amounts included and any trends that may appear may not indicate trends in operations or results of operations for any future periods. We are a financial holding company, and we conduct all of our material business operations through the Bank. As a result, the discussion and analysis below primarily relate to activities conducted at the Bank.

Disclosure Regarding Forward-Looking Statements

This Form 10-Q contains statements that we believe are, or may be considered to be, "forward-looking statements," within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, with respect to the beliefs, goals, intentions, and expectations of the Company regarding our: merger with LNKB and the expected cost savings, synergies, returns, and other anticipated benefits from the integration of LNKB; revenues, earnings, earnings per share, loan production, asset quality, and capital levels, among other matters; estimates of the future costs and benefits of the actions we may take; assessments of expected losses on loans; assessments of interest rate and other market risks; ability to achieve our financial and other strategic goals; and other statements that are not historical facts.

Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based on current beliefs, expectations, or assumptions regarding the future of the business, future plans and strategies, operational results, and other future conditions of the Company. All statements other than statements of historical fact included in this Form 10-Q regarding the prospects of our industry or our prospects, plans, financial position, or business strategy may constitute forward-looking statements. In addition, forward-looking statements generally can be identified by the use of forward-looking words such as "plans," "expects" or "does not expect," "is expected," "look forward to," "budget," "scheduled," "estimates," "forecasts," "will continue," "intends," "the intent of," "have the potential," "anticipates," "does not anticipate," "believes," "should," "should not," or variations of such words and phrases that indicate that certain actions, events, or results "may," "could," "would," "might," or "will," "be taken," "occur," or "be achieved," or the negative of these terms or variations of them or similar terms. Additionally, forward-looking statements speak only as of the date they are made; the Company does not assume any duty, does not undertake, and specifically disclaims any obligation to update such forward-looking statements, whether written or oral, that may be made from time to time, whether because of new information, future events, or otherwise, except as required by law. Furthermore, because forward-looking statements are subject to assumptions and uncertainties, actual results or future events could differ, possibly materially, from those indicated in or implied by such forward-looking statements because of a variety of factors, many of which are beyond the control of the Company. Further, factors identified herein are not necessarily all of the factors that could cause the Company's actual results, performance or achievements to differ materially from those expressed in or implied by any of the forward-looking statements. Other factors, including unknown or unpredictable factors, also could harm the Company. Accordingly, you should consider all of these risks, uncertainties and other factors carefully in evaluating all such forward-looking statements made by the Company and not place undue reliance on forward-looking statements. The risks and uncertainties that could cause actual results to differ from those described in the forward-looking statements include, but are not limited to, the following: the possibility that the anticipated benefits of the LNKB Merger will not be realized when expected or at all, including as a result of the impact of, or problems arising from (if any), the integration of the two companies or as a result of the strength of the economy and competitive factors in the areas where the Company does business; costs or difficulties associated with newly developed or acquired operations; the possibility that we may be unable to achieve expected synergies and operating efficiencies of the LNKB Merger within the expected timeframes or at all and to successfully integrate LNKB's operations and those of the Company; that the integration of LNKB may be more difficult, time-consuming or costly than expected; revenues following the LNKB Merger may be lower than expected; the Company's success in executing its business plans and strategies and managing the risks involved in the foregoing; risks related to the potential impact of global macroeconomic conditions and changes in general economic, political and market factors on the integration of LNKB or our operations generally (either nationally or locally in the areas in which we conduct, or will conduct, business), including inflation, changes in interest rates, market volatility and monetary fluctuations, and changes in federal government policies and practices, including the impact with respect to spending on industries concentrated in our market area, as well as the impact from tariffs on the markets we serve; increased competition; changes in consumer confidence and demand for financial services, including changes in consumer

borrowing, repayment, investment, and deposit practices; changes in asset quality and credit risk; our ability to control costs and expenses; adverse developments in borrower industries or declines in real estate values; changes in and compliance with federal and state laws and regulations that pertain to our business and capital levels; our ability to raise capital as needed; the impact, extent and timing of technological changes; the effects of any cybersecurity breaches or events; the development and use of artificial intelligence ("AI") in business processes, services, and products, including emerging external focus among regulators and other officials related to risks in connection with the development and use of AI; the potential adverse effects of unusual and infrequently occurring events, such as weather-related disasters, terrorist acts, geopolitical conflicts and tensions, or public health events (such as pandemics), and of governmental and societal responses thereto; and the other factors discussed in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of the Company's Annual Report on Form 10-K for the year ended December 31, 2025 and in Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations and Part II, Item 1A. Risk Factors in this Form 10-Q.

Overview

Burke & Herbert was organized as a Virginia corporation in 2022 to serve as the holding company for the Bank. Burke & Herbert became a bank holding company when it commenced operations on October 1, 2022, following a reorganization transaction in which it acquired control of the Bank under the BHCA. This transaction was treated as an internal reorganization as all shareholders of the Bank became shareholders of Burke & Herbert. Burke & Herbert has no material operations other than owning the Bank. In September 2023, Burke & Herbert elected to become a financial holding company under the BHCA. As a financial holding company of a Virginia state bank, Burke & Herbert is subject to regulation, supervision, and examination by the Federal Reserve and the Virginia BFI. The Bank is a Virginia chartered commercial bank that commenced operations in 1852. The Bank became a member of the Federal Reserve System on December 31, 2024. The Bank is subject to regulation, supervision, and examination by the Federal Reserve (through the Federal Reserve Bank of Richmond) and the Virginia BFI.

The Bank's operations are conducted from its more than 100 branches and commercial loan offices across Delaware, Kentucky, Maryland, Virginia, West Virginia, and Pennsylvania. The Company's branch locations accept business and consumer deposits from a diverse customer base. The Company's deposit products include checking, savings, and term certificate accounts. The Company's loan portfolio includes commercial and consumer loans, a substantial portion of which are secured by real estate.

The Bank derives a significant portion of its income from interest received on loans and investments. The Bank's primary source of funding is deposits, both interest-bearing and non-interest-bearing. In order to maximize the Bank's net interest income, or the difference between the income on interest-earning assets and the expense of interest-bearing liabilities, the Bank must not only manage the volume of these balance sheet items, but also the yields earned on interest-earning assets and the rates paid on interest-bearing liabilities. To account for credit risk inherent in all loans, the Bank maintains an ACL to absorb expected credit losses on existing loans that may become uncollectible. The Bank establishes and maintains this ACL by charging a provision for credit losses against operating earnings. In order to maintain its operations and branch locations, the Bank incurs various operating expenses which are further described within the "Results of Operations" later in this section.

As of September 30, 2026, we had total consolidated assets of $11.0 billion, gross loans of $8.1 billion, total deposits of $9.0 billion, and total shareholders' equity of $1.2 billion. As of September 30, 2026, we had 1,030 full-time equivalent employees. None of our employees are covered by a collective bargaining agreement.

Merger with LINKBANCORP, Inc.

Effective on May 1, 2026, Burke & Herbert Financial Services Corp., a Virginia corporation, completed its previously announced merger with LNKB, pursuant to the LNKB Merger Agreement between Burke & Herbert and LNKB. See Note 1 — Nature of Business Activities and Significant Accounting Policies, in Notes to Consolidated Financial Statements for additional information regarding the LNKB Merger.

Critical Accounting Policies and Estimates

Our accounting and reporting policies conform to accounting principles generally accepted in the United States of America and conform to general practices within the industry in which we operate. To prepare financial statements in conformity with GAAP, management makes estimates, assumptions, and judgments based on available information. These estimates,

assumptions, and judgments affect the amounts reported in the financial statements and accompanying notes and are based on information available as of the date of the financial statements and, as this information changes, actual results could differ from the estimates, assumptions, and judgments reflected in the financial statements. In particular, management has identified several accounting policies that, due to the estimates, assumptions, and judgments inherent in those policies, are critical in understanding our financial statements.

Our most significant accounting policies are presented in the notes to the accompanying consolidated financial statements. These policies, along with the other disclosures presented in the financial statement notes and in this financial review, provide information on how significant assets and liabilities are valued in the financial statements and how those values are determined. Based on the valuation techniques used and the sensitivity of financial statement amounts to the methods, assumptions, and estimates underlying those amounts, we have identified business combination and goodwill, the determination of the allowance for credit losses, and income taxes to be the accounting areas that require the most subjective or complex judgments, and as such, could be most subject to revision as new information becomes available.

Business Combination and Goodwill

For acquisitions, we are required to record the assets acquired, including identified intangible assets such as core deposit intangibles, and the liabilities assumed at their respective fair values. The difference between consideration and the net fair value of assets acquired is recorded as goodwill. Management uses significant estimates and assumptions to value such items, including projected cash flows, repayment rates, default rates and losses assuming default, discount rates, and realizable collateral values. The allowance for credit losses for PCD and PSL loans is recognized within acquisition accounting. The allowance for credit losses for non-PCD and non-PSL assets is recognized as provision for credit losses in the same reporting period as the acquisition. Fair value adjustments are amortized or accreted into the income statement over the estimated life of the acquired assets or assumed liabilities. The purchase date valuations and any subsequent adjustments determine the amount of goodwill recognized in connection with the acquisition. The use of different assumptions could produce significantly different valuation results, which could have material positive or negative effects on our results of operations. The carrying value of goodwill recorded must be reviewed for impairment on an annual basis, as well as on an interim basis if events or changes indicate that the asset might be impaired. An impairment loss must be recognized for any excess of carrying value over fair value of the goodwill.

The determination of fair values is based on valuations using management's assumptions of future growth rates, future attrition, discount rates, multiples of earnings or other relevant factors. In addition, we engage third party specialists to assist in the development of fair values. Preliminary estimates of fair values may be adjusted for a period of time subsequent to the acquisition date if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of that date. Adjustments recorded during this period are recognized in the current reporting period. Management uses various valuation methodologies to estimate the fair value of these assets and liabilities, and often involves a significant degree of judgment, particularly when liquid markets do not exist for the particular item being valued. Examples of such items include loans, deposits, identifiable intangible assets, and certain other assets and liabilities.

Changes in these factors, as well as downturns in economic or business conditions, could have a significant adverse impact on the carrying value of assets, including goodwill and liabilities, which could result in impairment losses affecting our financial statements as a whole and our banking subsidiary in which the goodwill resides.

Allowance for Credit Losses

The allowance for credit losses represents our estimate of all expected credit losses for financial assets held for investment at the reporting date based on historical experience, current conditions, and projections including reasonable and supportable, reversion, and post-reversion forecasts. It is a valuation account that is deducted from the financial assets' amortized cost basis to present the net amount expected to be collected on the financial assets. Financial assets are charged-off against the allowance when management believes the uncollectibility of a financial asset is confirmed. Expected recoveries do not exceed the aggregate of amounts previously charged-off and expected to be charged-off.

The Company's loan portfolio is the largest financial asset that is in scope of this critical accounting estimate. Determining the amount of the allowance for credit losses is considered a critical accounting estimate, because it is based on the evaluation of the size and current risk characteristics of the loan portfolio, past events, current conditions, reasonable and supportable forecasts, and prepayment experience as related to credit contractual terms. Management estimates the allowance balance using relevant available information from internal and external sources. Historical credit loss experience

as related to macroeconomic data provides the basis for the estimation of expected credit losses over defined credit contractual terms. Qualitative adjustments to modeled loss rates are made for differences in current portfolio risk characteristics, such as for credit concentrations and for adversely classified or graded credits.

The Company is using a third-party developed model that produces an estimate of the allowance for credit losses as the lifetime expected credit losses of the loan portfolio. This model uses a remaining useful life or WARM method within defined contractual terms by federal call codes. The model forecasts charge-off rates by call codes using ordinary least squares ("OLS") regression models that use macroeconomic variables to forecast the Company's charge-off rates. These models are used to produce reasonable and supportable forecasts of charge-off rates. The macroeconomic variables utilized by the Company are sourced from third parties and include variables that meet defined criteria in forecasting credit losses for our loan portfolio. These variables include, but are not limited to such items as equity market conditions or interest rates, as well as to portfolio-specific indicators, such as those that pertain to the commercial real estate or to the residential loan portfolios. To review the integrity of the modeled output, Management validates the specific loan and macroeconomic data inputs.

The Company currently has set an initial reasonable and supportable forecast period of two years with a subsequent one-year input reversion period to the historical mean input forecast loss rates in the remaining or post-reversion periods of the modeled contractual terms. Based on management's analysis, adjustments may be applied for additional factors impacting the risk of loss in the loan portfolio beyond information used to calculate reasonable and supportable forecasts and the subsequent reversion to historical loss information on collectively evaluated loans. As the quantitatively modeled forecasts reflect the use of the macroeconomic variable loss drivers, management may consider that an additional or reduced reserve is warranted through qualitative risk factors based on current and expected conditions, including those that utilize supplemental information relative to the macroeconomic variable loss drivers. Qualitative adjustments considered by management include the following: (i) management's assessment of macroeconomic forecasts used in the model and how those forecasts align with management's overall evaluation of current expected credit conditions; (ii) organization specific risks such as credit concentrations, collateral specific risks, nature and size of the portfolio, and external factors that may ultimately impact credit quality; and (iii) underwriting trends. The qualitative factors applied at September 30, 2026, and the importance and levels of the qualitative factors applied, may change in future periods depending on the level of changes to items such as the uncertainty of economic conditions and management's assessment of the level of credit risk within the loan portfolio as a result of such changes, compared to the amount of ACL calculated by the model exclusive of qualitative factors. Management reviews supplemental data sources including historical charge-off rates and data measuring other specific credit outcomes from its systems of record in supporting qualitative factors. However, qualitative factor evaluations are inherently imprecise and require significant management judgment.

The model methodology used for funded credits, along with taking into consideration the probability of drawdowns or funding on unfunded commitments and whether such commitments are irrevocable or not by the Company, is how the Company determines the allowance for credit losses for unfunded commitments. These evaluations are conducted at least quarterly and more frequently, if deemed necessary.

Income Taxes

The Company's income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated taxes due. The calculation of each component of the Company's income tax provision is complex and requires the use of estimates and judgments in its determination. As part of the Company's evaluation and implementation of business strategies, consideration is given to the regulations and tax laws that apply to the specific facts and circumstances for any tax position under evaluation. Management closely monitors tax developments on both the federal and state level in order to evaluate the effect they may have on the Company's overall tax position and the estimates and judgments used in determining the income tax provision and records adjustments, as necessary.

Deferred income taxes arise from temporary differences between the tax and financial statement recognition of revenue and expenses. In evaluating the Company's ability to recover its deferred tax assets within the jurisdiction from which they arise, the Company must consider all available evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, and the results of recent operations. A valuation allowance is recognized for a deferred tax asset if, based on the available evidence, it is more likely than not that some portion or all of a deferred tax asset will not be realized. See Note 8 — Income Taxes, in Notes to the December 31, 2025, Consolidated Financial Statements of the Company for additional information.

Non-GAAP Financial Measures

We prepare our financial statements in accordance with U.S. GAAP and also present certain non-GAAP financial measures that exclude certain items or otherwise include components that differ from the most directly comparable measures calculated in accordance with U.S. GAAP. Non-GAAP measures are provided as additional useful information to assess our financial condition and results of operations (including period-to-period operating performance). These non-GAAP measures are not intended as a substitute for GAAP financial measures and may not be defined or calculated the same way as non-GAAP measures with similar names used by other companies. For more information, including the reconciliation of these non-GAAP financial measures to their corresponding GAAP financial measures, see the respective sections where the measures are presented.

Commercial Real Estate Sector Concentration

In recent years, commercial real estate ("CRE") markets have been impacted by economic disruptions, including those resulting from the effects of increases in remote work in urban centers and changes in the characteristics of certain urban centers. CRE loans are generally viewed as having a greater risk of default than other types of loans and depend on cash flows from the owner's business or the property's tenants to service the debt. The borrower's cash flows may be affected significantly by general economic conditions. Adverse conditions in the real estate market or the general business climate and economy or in occupancy rates where the property is located could increase the likelihood of default. In particular, CRE office borrowers in central business districts have been impacted by decreased property valuations, oversupply due to remote work trends, and rising interest rates which has increased default rates and impeded their ability to secure new financing. CRE loans generally have large loan balances, and therefore, the deterioration of one or a few of these loans could cause a significant increase in the percentage of our non-performing loans. An increase in non-performing loans could result in a loss of earnings from these loans, an increase in the provision for loan losses, and an increase in charge-offs, all of which could have a material adverse effect on our financial condition and results of operations.

The Bank continues to monitor its commercial real estate portfolio by reviewing various credit risk and concentration reports. The Bank's exposure to CRE at September 30, 2026, was $4.0 billion, or 50.2%, of its gross loan portfolio, not including owner-occupied commercial real estate and acquisition, construction & development. CRE as a percent of total assets at September 30, 2026, was 36.7%, not including owner-occupied CRE and acquisition, construction & development. Including owner-occupied CRE and acquisition, construction & development, total exposure was $5.7 billion, or 70.3%, of our total gross loans and 51.3% of total assets at September 30, 2026.

Loan balances by portfolio segment amortized cost (in thousands) and by percentage of our total gross loan portfolio at September 30, 2026, were as follows:

	September 30, 2026	
	Amortized Cost	Percentage
Commercial real estate	$ 4,047,546	50.2 %
Owner-occupied commercial real estate	1,170,887	14.6
Acquisition, construction & development	441,463	5.5
Commercial & industrial	769,502	9.5
Single family residential (1-4 units)	1,588,541	19.7
Consumer non-real estate and other	44,028	0.5
Total gross loans	$ 8,061,967	100.0 %

Monitoring of the CRE concentration is performed at both the loan level and at the portfolio level. The Credit Risk Management team provides management and the Board with periodic reports on the credit portfolio, which include the CRE portfolio (including owner-occupied CRE and acquisition, construction & development loans). These reports provide

an assessment of asset quality and risk rating migration and monitor concentrations against the Board approved concentration limits (including sub-limits).

The tables below present the Bank's commercial real estate, owner-occupied commercial real estate, and acquisition, construction & development portfolios by collateral type and geographic location as of September 30, 2026 (in thousands).

Commercial Real Estate by Collateral Type and Geographic Location

	VA	WV	MD	PA	DC	Other	Total	Percentage
Retail Real Estate	$ 429,887	$ 67,962	$ 140,261	$ 85,082	$ 40,927	$ 120,024	$ 884,143	21.8 %
Multi-Family	278,755	92,776	124,857	109,914	100,564	42,891	749,757	18.5
Office Buildings/Condos	252,876	32,684	199,647	97,713	136,421	41,216	760,557	18.8
Hotels/Motels	98,356	45,041	141,244	40,630	24,435	63,448	413,154	10.2
Industrial/Warehouse	299,670	14,515	87,936	64,990	—	30,690	497,801	12.3
Self-Storage	53,825	21,696	7,012	12,864	—	47,342	142,739	3.5
Nursing-Assisted Living	40,955	—	2,913	258	—	2,052	46,178	1.1
Restaurants	13,198	2,205	17,926	2,751	5,080	4,804	45,964	1.1
Gas Stations	7,615	1,331	1,862	—	14,140	2,258	27,206	0.7
Child Care Facilities and Schools	59,332	233	288	—	32,500	8,825	101,178	2.5 %
Other	151,706	9,849	106,577	75,775	16,195	18,767	378,869	9.4
Total	$ 1,686,175	$ 288,292	$ 830,523	$ 489,977	$ 370,262	$ 382,317	$ 4,047,546	100.0 %

Owner-Occupied Commercial Real Estate by Collateral Type and Geographic Location

	VA	WV	MD	PA	DC	Other	Total	Percentage
Office Buildings/Condos	$ 67,162	$ 27,730	$ 31,717	$ 32,655	$ 298	$ 19,470	$ 179,032	15.3 %
Retail	52,945	29,671	48,717	2,413	—	33,834	167,580	14.3
Industrial/Warehouse	54,342	13,821	22,817	8,437	—	19,545	118,962	10.2
Gas Stations	25,625	8,969	4,241	10,626	—	4,272	53,733	4.6
Restaurants	12,677	7,429	41,990	9,038	—	14,978	86,112	7.4
Churches/Religious Organizations	17,671	7,090	8,627	13,545	219	1,778	48,930	4.2
Coal, oil, gas, and natural resource extraction	517	4,415	—	—	—	—	4,932	0.4
Private School	14,564	—	1,581	8,181	—	—	24,326	2.1
Other	150,280	18,067	135,417	140,603	2,178	40,735	487,280	41.6
Total	$ 395,783	$ 117,192	$ 295,107	$ 225,498	$ 2,695	$ 134,612	$ 1,170,887	100.0 %

Acquisition, Construction & Development by Collateral Type and Geographic Location

	VA	WV	MD	PA	DC	Other	Total	Percentage
Multi-Family	$ 34,938	$ 10,188	$ —	$ —	$ —	$ 29,318	$ 74,444	16.9 %
Land	96,750	16,021	23,797	22,161	535	15,832	175,096	39.7
Office Buildings/Condos	—	—	2,396	12,233	—	10,517	25,146	5.7
Self-Storage	5,423	—	24,293	4,855	—	—	34,571	7.8
Retail Real Estate	—	—	108	—	—	2,864	2,972	0.7
Residential For-Sale	4,429	512	1,724	1,120	—	23,879	31,664	7.2
Other	34,972	14,232	11,426	10,203	—	26,737	97,570	22.1
Total	$ 176,512	$ 40,953	$ 63,744	$ 50,572	$ 535	$ 109,147	$ 441,463	100.0 %

CRE loans are monitored through various processes that include payment monitoring, financial reporting, and covenant compliance monitoring, and annual reviews for larger relationships. Furthermore, construction loans are monitored throughout the life of the project and the construction loan administration function is centralized within the Credit Risk Management team. Monitoring the market conditions is also an important component of prudent CRE risk management. Quarterly construction progress reviews are also completed on all acquisition, construction & development loans. For each

loan, management reviews the adequacy of the construction budget, adequacy of the interest reserve, pace of construction, and review of any loan covenants.

The Bank believes its underwriting and monitoring standards for commercial real estate loans are sufficient to evaluate its loan portfolio and keep it from incurring significant losses. The largest concentration of the Bank's commercial real estate loans, including owner-occupied commercial real estate and acquisition, construction & development, is in Virginia (approximately 39.9%), and the Bank does not have significant exposure to any economic areas of the country that are underperforming the national economy. Additionally, the Bank's overall exposure to the "Office Building / Condo" collateral type is 17.0% of total commercial real estate loans, including owner-occupied commercial real estate and acquisition, construction & development. The Bank believes that the combined loan portfolio is well-diversified, generally seasoned, manageable, and will outperform the industry in terms of performance through the economic cycle; however, our underwriting, review, and monitoring cannot eliminate all of the risks related to these loans. For further discussion see Part II, Item 1A. "Risk Factors".

Liquidity Management

Liquidity is the ability of the Company to convert assets into cash or cash equivalents without significant loss and to raise additional funds by increasing liabilities. Liquidity management involves maintaining the Company's ability to meet the day-to-day cash flow requirements of its customers, whether they are depositors wishing to withdraw funds or borrowers requiring funds to meet their credit needs. Without proper liquidity management, the Company would not be able to perform the primary function of a financial intermediary and would, therefore, not be able to meet the needs of the communities it serves.

The Company assesses the need for liquidity in a variety of scenarios. Those scenarios may include projected growth, credit deterioration, deposit decay, interest rate changes, and a variety of other economic scenarios that can impact the liquidity position of the Company. These analyses are performed on a quarterly basis in conjunction with the Company's Asset/Liability meetings, and findings are reported to the Asset and Liability Management Committee (the "ALCO") and to the Board. From time to time, management may change the frequency of such testing or update certain inputs as a result of abnormal market conditions.

Findings, as a result of the Company's prudent liquidity modeling, may result in the change of certain products offered to customers or adjust the way the Company manages its balance sheet. Such changes could include adjusting interest rates offered on certain deposit products, changes to interest rates charged in lending activities, or the suspension of certain products and activities altogether. Times of significant economic stress may cause the mix of funding to shift and increase the likelihood of changes to certain products in order to manage the Company's overall liquidity and capital position.

The asset portion of the balance sheet provides liquidity primarily through unencumbered securities available-for-sale, loan principal and interest payments, maturities and prepayments of investment securities, and, to a lesser extent, sales of investment securities available-for-sale. Other short-term investments available to the Company that could act as potential sources of liquidity are federal funds sold, securities purchased under agreements to resell, and maturing interest-bearing deposits with other banks.

The liability portion of the balance sheet provides liquidity through interest-bearing and non-interest-bearing deposit accounts and through FHLB and other borrowings. Brokered deposits, federal funds purchased, securities sold under agreements to repurchase, and other short-term borrowings are additional sources of liquidity and basically represent the Company's incremental borrowing capacity. These sources of liquidity are used as necessary to fund asset growth and meet short-term liquidity needs.

In addition to the Company's financial performance and condition, liquidity may be impacted by the Company's structure as a financial holding company that is a separate legal entity from the Bank. The Company requires cash for various operating needs that could include payment of dividends to its shareholders, the servicing of debt, and the payment of general corporate expenses. The primary source of liquidity for the Company is dividends paid by the Bank. Applicable federal and state statutes and regulations impose restrictions on the amount of dividends that may be paid by the Bank. In addition to the formal statutes and regulations, regulatory authorities also consider the adequacy of the Bank's total capital in relation to its assets, deposits, and other such items. Any future dividends must be set forth in the Company's capital plans before any dividends can be paid.

Management believes that the current sources of liquidity are adequate to meet the Company's requirements and plans for continued growth. See Note 6 — Borrowed Funds and Note 10 — Commitments and Contingencies, in Notes to Consolidated Financial Statements for additional information regarding outstanding balances of sources of liquidity and contractual commitments and obligations.

Capital

The Company and the Bank are subject to various regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory and possible additional discretionary actions by regulators that, if undertaken, could have a direct material effect on the Company's consolidated financial statements.

Applicable capital rules under the Basel III Framework require the Company and the Bank to maintain minimum Common Equity Tier 1 ("CET 1"), Tier 1, and Total Capital ratios, along with a capital conservation buffer, effectively resulting in new minimum capital ratios. The capital conservation buffer is designed to absorb losses during periods of economic stress. Banking institutions with a ratio of CET 1 capital to risk-weighted assets above the minimum but below the conservation buffer (or below the combined capital conservation buffer and counter-cyclical capital buffer, when the latter is applied) will face constraints on dividends, equity repurchases, and compensation based on the amount of the shortfall. The Basel III Framework also provides for a "counter-cyclical capital buffer" that is applicable to only certain covered institutions and does not have any current applicability to the Company or the Bank.

Under capital adequacy guidelines and the regulatory framework for "prompt corrective action," the Company and the Bank must meet specific capital guidelines that involve quantitative measures of assets, liabilities, and certain off-balance sheet items as calculated under regulatory accounting practices. The capital amounts and classifications are also subject to qualitative judgments by the regulators about components, risk weightings and other factors.

Additionally, federal banking laws require regulatory authorities to take "prompt corrective action" with respect to depository institutions that do not satisfy minimum capital requirements. The extent of these powers depends upon whether the institution in question is "well capitalized," "adequately capitalized," "undercapitalized," "significantly undercapitalized," or "critically undercapitalized," as such terms are defined under federal banking agency regulations. Depository institutions that do not meet minimum capital requirements will face constraints on payment of dividends, equity repurchases, and compensation based on the amount of shortfall. A depository institution that is not "well capitalized" is generally prohibited from accepting brokered deposits and offering interest rates on deposits higher than the prevailing rate in its market, may be subject to asset growth limitations, and may be required to submit capital restoration plans.

As of September 30, 2026, and December 31, 2025, the Bank complied with all regulatory capital standards and qualifies as "well capitalized." Note 8 — Regulatory Capital Matters in Notes to Consolidated Financial Statements contains additional discussion and analysis regarding the Company and the Bank's regulatory capital requirements.

Effects of Inflation

The majority of assets and liabilities of a financial institution are monetary in nature; therefore, a financial institution differs greatly from most commercial and industrial companies, which have significant investments in fixed assets or inventories that are greatly impacted by inflation. However, inflation does have an important impact on the growth of total assets in the banking industry and the resulting need to increase equity capital at higher-than-normal rates in order to maintain an appropriate equity-to-assets ratio. Inflation also affects other expenses that tend to rise during periods of general inflation.

Management believes the most significant potential impact of inflation on financial results is a direct result of the Company's ability to manage the impact of changes in interest rates. Management attempts to maintain a balanced position between rate-sensitive assets and liabilities over an economic cycle in order to minimize the impact of interest rate fluctuations on net interest income. However, this goal can be difficult to completely achieve in times of rapidly changing interest rates and is one of many factors considered in determining the Company's interest rate positioning.

Key Factors Affecting Financial Performance

We face a variety of risks that may impact various aspects of our financial performance from time to time. The extent of such impacts may vary depending on factors such as the current business and economic conditions, political and regulatory

environment, and operational challenges. Many of these risks and our risk management strategies are described in more detail elsewhere in this Report as well as with the audited consolidated financial statements and notes for the year ended December 31, 2025, included in our Form 10-K.

Our success will depend upon, among other things, the following factors that we manage or control:

- Effectively managing capital and liquidity, including:
    - Continuing to maintain and, over time, grow our deposit base as a low-cost stable funding source,
    - Prudent liquidity and capital management to meet evolving regulatory capital, capital planning, stress testing, and liquidity standards, and
    - Actions we take within the capital and other financial markets,
- Our ability to manage any material costs related to the execution of our strategic priorities, including increased employees, infrastructure, compliance, and other costs in a profitable manner over the long term,
- Management of credit risk and interest rate risk in our portfolio,
- Our ability to continue to attract customers and compete with other banks and financial services providers in our markets,
- Our ability to manage and implement strategic business objectives within the changing regulatory environment,
- The impact of legal and regulatory-related contingencies,
- The appropriateness of critical accounting estimates and related contingencies,
- Our ability to manage operational risks related to new products and services, changes in processes and procedures, or the implementation of new technology, and
- The ability to make investments to promote compliance with existing and evolving regulatory requirements that will increase as the Company grows and will result in increased administrative expenses that we did not previously incur, which costs may materially increase our general and administrative expenses, and
- Our success realizing the expected benefits of the LNKB Merger and integrating the operations and customers of LNKB, and continuing to efficiently satisfy the obligations associated with being a public company, all of which will require significant resources and management attention and may divert management’s attention from our business operations.

Our financial performance is also substantially affected by a number of external factors outside of our control, including the following:

- Economic conditions, and volatility in markets, including the effects of pandemics, wars, political conflicts, political instability and uncertainty both in the U.S. and abroad, government spending policies, trade policies, including tariffs and tariff counter-measures, and other barriers to trade (including the threat of such actions), the availability of labor, supply chain volatility, and any actions taken to mitigate and manage such impacts;
- The actions or inactions (including assumptions about potential actions or inactions) by the Federal Reserve, U.S. Treasury, and other government agencies, including those that impact money supply and market interest rates and inflation;
- The level of, and direction, timing, and magnitude of movement in interest rates and the shape of the interest rate yield curve;
- The functioning and other performance of and availability of liquidity in U.S. and global financial markets, including capital markets;
- Changes in the competitive landscape;

- Impacts of changes in federal, state, and local governmental policy, including on the regulatory landscape, capital markets, employment and unemployment levels in our markets, taxes, infrastructure spending, and social programs;
- The effect of climate change on our business and performance, including indirectly through impacts on our customers;
- The impact of market credit spreads on asset valuations;
- The ability of customers, counterparties, and issuers to perform in accordance with contractual terms and the resulting impact on our asset quality;
- Loan demand, utilization of credit commitments, and standby letters of credit; and
- The impact on customers and changes in customer behavior due to changing business and economic conditions or regulatory or legislative initiatives.

Risks related to these items, where material to the Company's business, are discussed in the applicable sections of this Management's Discussion and Analysis of Financial Condition and Results of Operation. For additional information on the risks we face, see Part II, Item 1A. - Risk Factors.

Supervision and Regulation Update

As a result of the LNKB Merger, the Company's total consolidated assets exceeded $10.0 billion. As of September 30, 2026, total consolidated assets were $11.0 billion, compared to $7.9 billion as of December 31, 2025. The increase in the size of our assets will lead to additional scrutiny from governmental authorities. Banks with $10 billion or more in total assets are, among other things: examined directly by the Consumer Financial Protection Bureau (the "CFPB") with respect to various federal consumer financial laws; subject to reduced dividends on any holdings of Federal Reserve Bank of Richmond common stock; subject to certain enhanced prudential standards, including the proprietary trading and covered fund restrictions of the Volcker Rule; subject to limits on interchange fees pursuant to Section 920 of the Electronic Funds Transfer Act (known as the Durbin Amendment); no longer treated as a "small institution" for FDIC deposit insurance assessment purposes; and no longer eligible to elect to be subject to the Community Bank Leverage Ratio. Compliance with these additional ongoing requirements may necessitate additional personnel, the design and implementation of additional internal controls, and the incurrence of significant expenses, which could have a significant adverse effect on the Company's financial condition or results of operations.

The Durbin Amendment. The Federal Reserve's regulations implementing the Durbin Amendment cap the maximum permissible interchange fee for covered issuers at $0.21 per transaction plus 5 basis points multiplied by the value of the transaction, with an additional $0.01 per transaction for issuers that implement policies and procedures reasonably designed to achieve certain fraud-prevention standards. Prior to crossing the $10 billion threshold, the Bank was exempt from these interchange fee limitations. Beginning July 1, 2027, the Bank will become subject to the Durbin Amendment's interchange fee limitations, which will reduce the interchange income we receive on debit card transactions. While we are still evaluating the full impact, we expect the Durbin Amendment to result in a meaningful reduction in our debit card interchange revenue. We are exploring strategies to mitigate this impact, including reviewing our deposit product pricing and fee structures.

CFPB Supervision. Under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), the CFPB has examination and primary enforcement authority over insured depository institutions with more than $10 billion in assets for compliance with federal consumer financial laws. As a result of crossing this threshold, the Bank is now subject to CFPB supervision, which includes periodic examinations by the CFPB. The CFPB has broad rulemaking authority over consumer financial products and services. CFPB supervision may result in increased compliance costs, require changes to certain of our business practices, and subject us to potential enforcement actions or penalties if we are found to be in violation of federal consumer financial laws.

FDIC Insurance. For institutions with greater than $10 billion in assets, deposit insurance pricing is based on a supervisory rating system designed to take into account and reflect all financial and operational risks that a bank may face, including capital adequacy, asset quality, management capability, earnings, liquidity, and sensitivity to market risk ("CAMELS"), in addition to financial measures used to estimate an institution's ability to withstand asset-related and funding-related stress,

and a measure of loss severity that estimates the relative magnitude of potential losses to the FDIC in the event of the institution's failure. Banks with $10 billion or more in total assets may be subject to assessments or increases in premiums from time to time if the FDIC needs to replenish the Deposit Insurance Fund to required levels.

For additional information regarding the effects and risks associated with crossing the $10 billion asset threshold, see Supervision and Regulation and Risk Factors in our Form 10-K for the year ended December 31, 2025.

Selected Financial Data

The following table contains selected historical consolidated financial data as of the dates and for the periods shown. The selected balance sheet data as of September 30, 2026, and September 30, 2025, and the selected income statement data for the three and nine months ended September 30, 2026, and September 30, 2025, have been derived from our consolidated financial statements included elsewhere in this Form 10-Q and in other filings we have submitted with the SEC and should be read in conjunction with the other information contained in this Form 10-Q.

	For the Period Ended September 30,	
(In thousands, except ratios, share and per share data)	**2026**	**2025**
Selected Financial Condition Data:		
Total assets	$ 11,034,393	$ 7,889,037
Total cash and cash equivalents	144,396	131,713
Total investment securities, at fair value	1,943,142	1,598,407
Net loans	7,969,494	5,491,875
Company-owned life insurance	270,917	182,980
Premises and equipment, net	148,370	136,117
Total deposits	8,955,635	6,412,052
Short-term borrowings	525,000	450,000
Total shareholders' equity	1,153,744	822,231
Common shareholders' equity	1,143,331	811,818

	As of or for the Three Months Ended September 30,		As of or for the Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Selected Operating Data:				
Interest income	$ 154,724	$ 111,209	$ 397,167	$ 333,853
Interest expense	49,708	37,439	127,266	112,863
Net interest income	105,016	73,770	269,901	220,990
Provision for credit losses	703	262	2,094	1,387
Total non-interest income	14,722	11,585	41,424	34,485
Total non-interest expenses	74,477	48,092	219,364	147,061
Income before income taxes	44,558	37,001	89,867	107,027
Income tax expense	8,171	7,037	16,649	19,965
Preferred stock dividends	225	225	675	675
Net income applicable to common shares	36,162	29,739	72,543	86,387
Per Share Data:				
Average shares of common stock outstanding, basic	20,183,227	15,021,852	17,897,770	14,999,230
Average shares of common stock outstanding, diluted	20,294,758	15,112,413	17,984,989	15,036,905
Total shares of common stock outstanding	20,193,639	15,028,524	20,193,639	15,028,524
Basic net income per common share	$ 1.79	$ 1.98	$ 4.05	$ 5.76
Diluted net income per common share	1.78	1.97	4.03	5.74
Dividends declared per common share	0.55	0.55	1.65	1.65
Common stock dividend payout ratio [1]	30.90 %	27.92 %	40.94 %	28.75 %
Book value per common share (at period end)	$ 56.62	$ 54.02	$ 56.62	$ 54.02

	As of or for the Three Months Ended September 30,		As of or for the Nine Months Ended September 30,	
	2026	2025	2026	2025
Performance Ratios:				
Annualized return on average assets	1.30 %	1.50 %	1.01 %	1.47 %
Annualized return on average common equity [2]	12.02	15.08	9.35	15.19
Interest rate spread [3]	3.58	3.48	3.56	3.52
Net interest margin FTE (non-GAAP) [4]	4.21	4.08	4.16	4.13
Efficiency ratio [5]	62.20	56.34	70.46	57.56
Capital Ratios:				
Common equity tier 1 (CET 1) capital to risk-weighted assets	12.03 %	12.79 %	12.03 %	12.79 %
Total risk-based capital to risk-weighted assets	15.43	15.44	15.43	15.44
Tier 1 capital to risk-weighted assets	12.33	13.23	12.33	13.23
Tier 1 capital to average assets (leverage ratio)	10.35	10.71	10.35	10.71
Asset Quality Ratios:				
Allowance coverage ratio	1.15 %	1.22 %	1.15 %	1.22 %
Allowance for credit losses as a percentage of non-performing loans	85.64	75.92	85.64	75.92
Net charge-offs to average outstanding loans during the period	0.04	0.00	0.06	0.05
Annualized net charge-offs to average outstanding loans during the period	0.14 %	0.02 %	0.08 %	0.06 %
Non-performing loans as a percentage of total loans	1.34	1.60	1.34	1.60
Non-performing assets as a percentage of total assets	1.00	1.16	1.00	1.16
Other Data:				
Number of full-service branches	105	75	105	75
Number of full-time equivalent employees	1,030	829	1,030	829

(1) The dividend payout ratio represents per share dividends declared divided by diluted earnings per share.

(2) Return on average common equity computed using total average common equity for the period.

(3) The interest rate spread represents the difference between the fully taxable-equivalent weighted-average yield on interest-earning assets and the weighted-average cost of interest-bearing liabilities for the period.

(4) The net interest margin represents fully taxable-equivalent net interest income as a percent of average interest-earning assets for the period. Net interest margin on a fully taxable-equivalent basis is a non-GAAP financial measure; see “Results of Operations for the Nine Months Ended September 30, 2026, and September 30, 2025-Net Interest Income and Net Interest Margin” and “Results of Operations for the Three Months Ended September 30, 2026, and September 30, 2025-Net Interest Income and Net Interest Margin” for a reconciliation of FTE net interest income to GAAP net interest income and FTE net interest income.

(5) The efficiency ratio represents non-interest expense as a percentage of the sum of net interest income and non-interest income.

Results of Operations for the Nine Months Ended September 30, 2026, and September 30, 2025

General

Net income applicable to common shares for the nine months ended September 30, 2026, was $72.5 million, compared to net income applicable to common shares of $86.4 million during the nine months ended September 30, 2025. The $13.8 million decrease in net income applicable to common shares was primarily the result of an increase in merger-related expenses, which totaled $42.9 million, for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025.

Net interest income increased by $48.9 million to $269.9 million for the nine months ended September 30, 2026, compared to $221.0 million for the nine months ended September 30, 2025. The main driver for this increase was the impact of the LNKB Merger which resulted in an increase in the balance of interest-earning assets that exceeded the increase in interest-bearing liabilities.

For the nine months ended September 30, 2026, the Company recorded a provision for credit losses of $2.1 million compared to a provision of $1.4 million during the nine months ended September 30, 2025. For the nine months ended September 30, 2026, the provision for off-balance sheet credit exposures was $1.2 million, compared to a recovery of $804.0 thousand for the nine months ended September 30, 2025.

Non-interest income increased by $6.9 million, or 20.1%, to $41.4 million for the nine months ended September 30, 2026, compared to $34.5 million for the nine months ended September 30, 2025. All categories of non-interest income increased except net gains on securities for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. The increase in fiduciary and wealth management income was driven by the acquisition of Burke & Herbert Wealth Services, LLC, while increases in company-owned life insurance, service charges and fees, bank debit and other card revenue, and other non-interest income were driven by the LNKB Merger, for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025.

Non-interest expense increased by $72.3 million, or 49.2%, to $219.4 million for the nine months ended September 30, 2026, compared to $147.1 million for the nine months ended September 30, 2025. The increase was primarily due to the effect of the LNKB Merger and included higher legal, consulting, audit, investment banking, software contract terminations, and change-in-control salary and benefit payments for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025.

Net Interest Income and Net Interest Margin

Net interest income is the principal component of the Company’s income stream and represents the difference, or spread, between interest and fee income generated from earning assets and the interest expense paid on deposits and borrowed funds. Net interest margin, stated as a percentage, is the yield obtained by dividing the difference between interest income generated on earning assets and the interest expense paid on all funding sources by average earning assets.

Fluctuations in interest rates as well as changes in the volume and mix of earning assets and interest-bearing liabilities can impact net interest income and net interest margin. Management closely monitors both total net interest income and the net interest margin and seeks to maximize net interest income without exposing the Company to an excessive level of interest rate risk through our asset and liability policies. Interest rate risk is managed by monitoring the pricing, maturity and repricing options of all classes of interest-bearing assets and liabilities.

Net interest income totaled $269.9 million for the nine months ended September 30, 2026, compared to $221.0 million for the nine months ended September 30, 2025. The $48.9 million increase in net interest income was primarily driven by the LNKB Merger and results reflecting higher average balances of interest-earning assets in excess of the higher average balances of interest-bearing liabilities. Accretion income associated with acquired loans totaled $25.4 million for the nine months ended September 30, 2026, compared to $31.2 million for the nine months ended September 30, 2025. Amortization expense associated with fair value marks for time deposits, subordinated debt, and trust preferred securities totaled $4.4 million for the nine months ended September 30, 2026, compared to $5.0 million for the nine months ended September 30, 2025.

The tax-adjusted net interest margin was 4.16% for the nine months ended September 30, 2026, compared to 4.13% for the nine months ended September 30, 2025. The increase in tax-adjusted net interest margin primarily reflected higher volume in the loan portfolio, lower funding costs and higher yield and volume in the investment securities portfolio, partially offset by a decrease in the yield on the loan portfolio. Average loan balances increased primarily due to the LNKB Merger, while the total loan yield decreased to 6.63% from 6.87%, reflecting the addition of acquired loans and lower accretion income.

The yield for the taxable loan portfolio was 6.63% for the nine months ended September 30, 2026, compared to 6.87% for the nine months ended September 30, 2025. The decrease was primarily the result of an increase in the average balance of lower yielding taxable loans due to the LNKB Merger, as well as lower accretion income for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025.

The tax-adjusted yield on the total investment securities portfolio was 4.25% for the nine months ended September 30, 2026, compared to 3.89% for the nine months ended September 30, 2025. The increase was mainly due to higher yields through reinvestment in our securities portfolio as well as an increase in balances due to the LNKB Merger.

The rate on interest-bearing deposits decreased to 2.27% during the nine months ended September 30, 2026, from 2.44% during the nine months ended September 30, 2025. The decrease was primarily due to the LNKB Merger which resulted in an increase in lower rate deposits and decreases in interest rates across the different categories of deposit liabilities.

The rate on our short-term borrowings for the nine months ended September 30, 2026, was 3.65%, compared to 3.88% for the nine months ended September 30, 2025. The decrease was due to decreases in the Federal Funds Rate in the last quarter of 2025 and other short-term market rates and the addition of derivative swaps that decreased our cost of borrowing. The rate on our subordinated debt was 9.60% for the nine months ended September 30, 2026, compared to 9.65% for the nine months ended September 30, 2025.

The following table sets forth the major components of net interest income and the related yields and rates for the nine months ended September 30, 2026, and September 30, 2025, for comparison (dollars in thousands).

	For the Nine Months Ended September 30,					
	2026			2025		
	Average Outstanding Balance	Interest Income/Expense	Average Yield / Rate	Average Outstanding Balance	Interest Income/Expense	Average Yield / Rate
Assets:						
Loans, gross [1][2]	$ 6,839,222	$ 338,913	6.63 %	$ 5,620,915	$ 288,966	6.87 %
Tax-exempt loans [1][2]	4,157	200	6.43	3,766	172	6.11
Total loans	6,843,379	339,113	6.63	5,624,681	289,138	6.87
Interest-earning deposits and fed funds sold	86,183	2,363	3.67	74,409	2,625	4.72
Taxable AFS securities and other securities [3]	1,129,679	33,730	3.99	1,044,260	30,057	3.85
Tax-exempt AFS securities [3][4]	808,663	27,852	4.60	515,385	15,277	3.96
Total securities	1,938,342	61,582	4.25	1,559,645	45,334	3.89
Total interest-earning assets	8,867,904	403,058	6.08	7,258,735	337,097	6.21
Non-interest-earning assets	782,376			582,280		
Total assets	$ 9,650,280			$ 7,841,015		
Liabilities and shareholders' equity:						
Deposits:						
Non-interest-bearing demand	$ 1,723,949			$ 1,354,074		
Interest-bearing demand	2,667,928	40,032	2.01 %	2,244,872	36,657	2.18 %
Money market & savings	2,003,536	28,982	1.93	1,647,448	24,857	2.02
Brokered CDs & time deposits	1,396,204	33,999	3.26	1,187,100	31,054	3.50
Total interest-bearing deposits	6,067,668	103,013	2.27	5,079,420	92,568	2.44
Total deposits	7,791,617	103,013	1.77	6,433,494	92,568	1.92
Borrowings:						
Short-term borrowings and other	560,702	15,317	3.65	416,265	12,088	3.88
Subordinated debt borrowings	124,446	8,936	9.60	113,708	8,207	9.65
Total interest-bearing liabilities	6,752,816	127,266	2.52	5,609,393	112,863	2.69
Non-interest-bearing liabilities	125,877			106,864		
Equity	1,047,638			770,684		
Total liabilities and equity	$ 9,650,280			$ 7,841,015		
Taxable-equivalent net interest income /net interest spread [5]		275,792	3.56 %		224,234	3.52 %
Taxable-equivalent net interest margin [6]			4.16 %			4.13 %
Taxable-equivalent net adjustment		(5,891)			(3,244)	
Net interest income		$ 269,901			$ 220,990	
Net interest-earning assets	$ 2,115,088			$ 1,649,342		

(1) Non-accrual loans are included in average loan balances.

(2) Loan fees are included in the calculation of interest income.

(3) Calculated based on fair value of investment securities.

(4) Yields and interest income on tax-exempt assets are computed on a taxable-equivalent basis assuming a 21% tax rate.

(5) The interest rate spread represents the difference between the fully taxable-equivalent weighted-average yield on interest-earning assets and the weighted-average rate of interest-bearing liabilities for the period. Taxable-equivalent net interest income is a non-GAAP measure; see below for a reconciliation of FTE net interest income to GAAP net interest income.

(6) The net interest margin represents FTE net interest income as a percent of average interest-earning assets for the period. Net interest margin on a fully taxable-equivalent basis is a non-GAAP financial measure; see below for a reconciliation of FTE net interest income to GAAP net interest income and FTE net interest margin.

Taxable-equivalent net interest margin, as presented above, is calculated by dividing FTE net interest income by total average earning assets. Net interest income, on an FTE basis, is a non-GAAP financial measure that the Company believes provides a more accurate picture of the interest margin for comparative purposes. Management believes FTE net interest income is a standard practice in the banking industry, and when net interest income is adjusted on an FTE basis, yields on taxable, nontaxable, and partially taxable assets are comparable; however, the adjustment to an FTE basis has no impact on net income. FTE net interest income is calculated by adding the tax benefit on certain financial interest-earning assets, whose interest is tax-exempt, to total interest income then subtracting total interest expense. As a non-GAAP measure, FTE net interest income should not be considered as a substitute for the nearest comparable GAAP measure, net interest income. Net interest income shown elsewhere in this Form 10-Q is GAAP net interest income. The following table reconciles GAAP net interest income to FTE net interest income (in thousands).

	Nine Months Ended	
	September 30, 2026	**September 30, 2025**
GAAP Financial Measurements		
Interest income - Loans	$ 338,913	$ 288,966
Interest income - Tax-exempt loans	158	136
Interest income - Taxable AFS securities and other securities	31,358	27,852
Interest income - Tax-exempt AFS securities	22,003	12,069
Interest income - Other interest income	4,735	4,830
Total Interest Income	397,167	333,853
Interest expense - Deposits	103,013	92,568
Interest expense - Borrowed funds	15,204	12,009
Interest expense - Subordinated debt	8,936	8,207
Interest expense - Other	113	79
Total interest expense	127,266	112,863
Total net interest income	$ 269,901	$ 220,990
Non-GAAP Financial Measurements		
Add: Tax benefit on tax-exempt interest income	$ 5,891	$ 3,244
Total tax benefit on tax-exempt interest income (1)	5,891	3,244
Tax-equivalent net interest income	$ 275,792	$ 224,234

(1) Tax benefit was calculated using the federal statutory tax rate of 21%.

Yield/Rate and Volume Analysis

The following table sets forth the dollar difference in interest earned and paid for each major category of interest-earning assets and interest-bearing liabilities for the noted periods and the amount of such change attributable to changes in average balances (volume) or changes in average interest rates. Interest income and interest expense for the nine months ended September 30, 2026, and September 30, 2025, are annualized using actual days over calendar year method. Volume variances are equal to the increase or decrease in average balance multiplied by current period rates, and rate variances are equal to the increase or decrease in rate times prior period average balances. Variances attributable to both rate and volume changes are calculated by multiplying the change in rate by the change in average balance and are allocated to the volume variance. See table below (in thousands).

	Nine Months Ended September 30, 2026 vs September 30, 2025		
	Increase (Decrease) Due to Change in:		
	Average Volume	Average Rate	Net Change
Income from the interest-earning assets:			
Loans[1], gross	$ 62,259	$ (12,284)	$ 49,975
AFS Securities and other securities [1]	11,029	5,219	16,248
Interest-bearing deposits and fed funds sold	416	(678)	(262)
Total interest income on interest-earning assets	73,704	(7,743)	65,961
Expense from the interest-bearing liabilities:			
Interest-bearing demand deposits	6,767	(3,392)	3,375
Money market & savings	5,474	(1,349)	4,125
Brokered CDs & time deposits	5,451	(2,506)	2,945
Total interest expense on interest-bearing deposits	17,692	(7,247)	10,445
Borrowings			
Short-term borrowings	4,194	(965)	3,229
Subordinated debt and other	745	(16)	729
Total borrowings	4,939	(981)	3,958
Total interest expense on interest-bearing liabilities	22,631	(8,228)	14,403
Taxable-equivalent net interest income	$ 51,073	$ 485	$ 51,558

(1) Yields and interest income on tax-exempt loans and securities have been computed on a taxable-equivalent basis.

Interest Income

Total interest income was $397.2 million for the nine months ended September 30, 2026, compared to $333.9 million for the nine months ended September 30, 2025, an increase of 19.0%. The increase in interest income was primarily due to the LNKB Merger and an increase in the balance of interest-earning assets, and higher rates on securities, partially offset by lower accretion income and lower rates on loans, when compared to the nine months ended September 30, 2025. Interest income on loans increased by $50.0 million and interest income on securities increased $13.4 million, for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025, primarily due to a higher volume of interest earning assets and higher reinvestment rates in our securities portfolio. Accretion income associated with acquired loans totaled $25.4 million for the nine months ended September 30, 2026, compared to $31.2 million for the nine months ended September 30, 2025.

Interest Expense

Total interest expense was $127.3 million for the nine months ended September 30, 2026, compared to $112.9 million for the nine months ended September 30, 2025. The increase in interest expense was due to results that reflect an increase in interest-bearing liabilities due to the LNKB Merger, partially offset by lower rates on interest-bearing liabilities. Interest expense on interest-bearing deposits increased by $10.4 million for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. The increase was primarily due to higher balances of interest-bearing deposits resulting from the LNKB Merger. Interest on subordinated debt was $8.9 million for the nine months ended September 30, 2026, compared to $8.2 million for the nine months ended September 30, 2025. Interest expense on short-term borrowings totaled $15.2 million for the nine months ended September 30, 2026, compared to $12.0 million for the nine months ended September 30, 2025 primarily due to higher average balances of short-term borrowings. Amortization expense associated with fair value marks for time deposits, subordinated debt, and trust preferred securities totaled $4.4 million for the nine months ended September 30, 2026, compared to $5.0 million for the nine months ended September 30, 2025.

Provision for Credit Losses

The total provision for credit losses was $2.1 million for the nine months ended September 30, 2026, compared to $1.4 million for the nine months ended September 30, 2025. For the nine months ended September 30, 2026, the provision for off-balance sheet credit exposures was $1.2 million, compared to a recovery of $804.0 thousand, for the nine months ended

September 30, 2025. See Note 4 — Allowance for Credit Losses in Notes to Consolidated Financial Statements for further information.

Non-interest Income

The following table sets forth the various components of our non-interest income for the periods indicated (in thousands):

	Nine months ended September 30,		Increase (Decrease)	
	2026	2025	Amount	Percent
Fiduciary and wealth management	$ 9,674	$ 7,532	$ 2,142	28.4 %
Service charges and fees	6,711	6,195	516	8.3
Net gains on securities	20	251	(231)	(92.0)
Income from company-owned life insurance	6,764	5,327	1,437	27.0
Bank debit and other card revenue	9,881	9,100	781	8.6
Other non-interest income	8,374	6,080	2,294	37.7
Total	$ 41,424	$ 34,485	$ 6,939	20.1 %

Non-interest income increased 20.1% for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. All categories of non-interest income increased except net gains on securities for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. The increases in service charges and fees, income from company-owned life insurance, bank debit and other card revenue, and other non-interest income were driven by the LNKB Merger, while the increase in fiduciary and wealth management income was driven by the acquisition of Burke & Herbert Wealth Services, LLC.

The largest dollar increase was a $2.3 million increase in other non-interest income for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025, driven by increases in the utilization of services and fees in other non-interest income categories. The $2.1 million increase in fiduciary and wealth management income was driven by the acquisition of Burke & Herbert Wealth Services, LLC, organic growth in our wealth management business and increased portfolio performance for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. Net gains on securities decreased $231.0 thousand, primarily driven by lower gains recognized on sales in our AFS securities portfolio for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025.

Non-interest Expense

The following table sets forth the various components of our non-interest expense for the periods indicated (in thousands):

	Nine months ended September 30,		Increase (Decrease)	
	2026	2025	Amount	Percent
Salaries and wages	$ 95,607	$ 63,109	$ 32,498	51.5 %
Pensions and other employee benefits	17,386	13,632	3,754	27.5
Occupancy	15,622	11,045	4,577	41.4
Equipment rentals, depreciation and maintenance	16,507	12,092	4,415	36.5
Core deposit intangible amortization	15,566	11,869	3,697	31.1
ATM, card, and network expense	4,322	3,646	676	18.5
FDIC and other regulatory assessments	3,914	2,978	936	31.4
Other operating	50,440	28,690	21,750	75.8
Total	$ 219,364	$ 147,061	$ 72,303	49.2 %

Non-interest expense increased $72.3 million, or 49.2%, for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. Increases were noted in every non-interest expense category and were driven by the effect of the LNKB Merger and merger expenses which included higher legal, consulting, audit, investment banking, software contract terminations, and change-in-control salary and benefit payments for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. The largest dollar increase for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 was $32.5 million for salaries and wages, mostly driven by change-in-control salary and benefit payments and a larger company-wide headcount due to

the LNKB Merger. See Note 13 — Other Operating Expense in Notes to Consolidated Financial Statements for further information on "Other" non-interest expense.

Income Tax Expense

Income tax expense was $16.6 million for the nine months ended September 30, 2026, a decrease of $3.3 million from income tax expense for the nine months ended September 30, 2025. The decrease was due to the decrease in income before income taxes for the nine months ended September 30, 2026, when compared to the nine months ended September 30, 2025. For the nine months ended September 30, 2026, the effective tax rate was 18.5%, while the effective tax rate was 18.7% for the nine months ended September 30, 2025.

Results of Operations for the Three Months Ended September 30, 2026, and September 30, 2025

General

Net income applicable to common shares for the three months ended September 30, 2026, was $36.2 million, compared to net income applicable to common shares of $29.7 million during the three months ended September 30, 2025. The $6.4 million increase in net income applicable to common shares was primarily the result of an increase in net interest income for the three months ended September 30, 2026, compared to the three months ended September 30, 2025, including a full quarter impact of the LNKB Merger.

Net interest income increased by $31.2 million to $105.0 million for the three months ended September 30, 2026, compared to $73.8 million for the three months ended September 30, 2025. The main driver for this increase was the impact of the LNKB Merger which resulted in an increase in the balance of interest-earning assets, in excess of the increase in interest-bearing liabilities.

For the three months ended September 30, 2026, the Company recorded a provision for credit losses of $703.0 thousand compared to a provision of $262.0 thousand, which was a small increase compared to the three months ended September 30, 2025. For the three months ended September 30, 2026, the Company recorded a recovery for off-balance sheet credit exposures of $790.0 thousand, compared to a recovery of $312.0 thousand for the three months ended September 30, 2025.

Non-interest income increased by $3.1 million, or 27.1%, to $14.7 million for the three months ended September 30, 2026, compared to $11.6 million for the three months ended September 30, 2025. All categories of non-interest income increased except net gains on securities, primarily due to the impact of the LNKB Merger, for the three months ended September 30, 2026, compared to the three months ended September 30, 2025.

Non-interest expense increased by $26.4 million, or 54.9%, to $74.5 million for the three months ended September 30, 2026, as compared to $48.1 million for the three months ended September 30, 2025. The increase was primarily driven by higher operating expenses associated with the larger organization resulting from the LNKB Merger, as well as merger-related expenses incurred for the three months ended September 30, 2026, compared to the three months ended September 30, 2025.

Net Interest Income and Net Interest Margin

Net interest income is the principal component of the Company's income stream and represents the difference, or spread, between interest and fee income generated from earning assets and the interest expense paid on deposits and borrowed funds. Net interest margin, stated as a percentage, is the yield obtained by dividing the difference between interest income generated on earning assets and the interest expense paid on all funding sources by average earning assets.

Fluctuations in interest rates as well as changes in the volume and mix of earning assets and interest-bearing liabilities can impact net interest income and net interest margin. Management closely monitors both total net interest income and the net interest margin and seeks to maximize net interest income without exposing the Company to an excessive level of interest rate risk through our asset and liability policies. Interest rate risk is managed by monitoring the pricing, maturity and repricing options of all classes of interest-bearing assets and liabilities.

Net interest income totaled $105.0 million for the three months ended September 30, 2026, compared to $73.8 million for the three months ended September 30, 2025. The increase in net interest income was primarily driven by the LNKB Merger, which resulted in higher average balances of interest-earning assets that exceeded the increase in interest-bearing liabilities. Accretion income associated with acquired loans totaled $9.3 million for the three months ended September 30, 2026, compared to $8.2 million for the three months ended September 30, 2025. Amortization expense associated with fair value marks for time deposits, subordinated debt, and trust preferred securities totaled $1.5 million for the three months ended September 30, 2026, compared to $1.4 million for the three months ended September 30, 2025.

The tax-adjusted net interest margin was 4.21% for the three months ended September 30, 2026, compared to 4.08% for the three months ended September 30, 2025. The increase in tax-adjusted net interest margin was primarily driven by the LNKB Merger and growth in average interest-earning assets that outpaced interest-bearing liabilities. While loan yields experienced downward pressure, overall earning asset yields improved due to an optimized asset mix and higher relative

yields within the securities portfolio, which combined with reduced funding costs to expand the net interest spread when compared to the three months ended September 30, 2025.

The yield for the taxable loan portfolio was 6.69% for the three months ended September 30, 2026, compared to 6.76% for the three months ended September 30, 2025. The decrease primarily reflected the addition of lower yielding loans acquired in the LNKB Merger and changes in the composition of the loan portfolio, partially offset by an increase in accretion income for the three months ended September 30, 2026 compared to the three months ended September 30, 2025.

The tax-adjusted yield on the total investment securities portfolio was 4.27% for the three months ended September 30, 2026, compared to 3.97% for the three months ended September 30, 2025. The increase was due to higher yields in our investment portfolio as well as an increase in balances due to the LNKB Merger for the three months ended September 30, 2026, compared to the three months ended September 30, 2025.

The rate on interest-bearing deposits decreased to 2.36% during the three months ended September 30, 2026, from 2.37% during the three months ended September 30, 2025. The slight decrease primarily reflected changes in deposit mix following the LNKB Merger and lower rate deposits across certain deposit categories.

The rate on our short-term borrowings for the three months ended September 30, 2026, was 3.55%, compared to 3.85% for the three months ended September 30, 2025. The decrease was due to decreases in the Federal Funds Rate in the last quarter of 2025 and other short-term market rates and the addition of derivative swaps that decreased our cost of borrowing. The rate on our subordinated debt was 9.49% for the three months ended September 30, 2026, compared to 9.49% for the three months ended September 30, 2025.

The following table sets forth the major components of net interest income and the related yields and rates for the three months ended September 30, 2026, and September 30, 2025, for comparison (dollars in thousands).

	For the Three Months Ended September 30,					
	2026			2025		
	Average Outstanding Balance	Interest Income/Expense	Average Yield / Rate	Average Outstanding Balance	Interest Income/Expense	Average Yield / Rate
Assets:						
Loans, gross [1][2]	$ 7,951,809	$ 134,060	6.69 %	$ 5,584,315	$ 95,132	6.76 %
Tax-exempt loans [1][2]	5,047	80	6.29	3,511	60	6.78
Total loans	7,956,856	134,140	6.69	5,587,826	95,192	6.76
Interest-earning deposits and fed funds sold	118,138	1,057	3.55	100,445	1,095	4.33
Taxable AFS securities and other securities [3]	1,123,098	11,228	3.97	1,034,136	10,071	3.86
Tax-exempt AFS securities [3][4]	896,752	10,527	4.66	586,129	6,156	4.17
Total securities	2,019,850	21,755	4.27	1,620,265	16,227	3.97
Total interest-earning assets	10,094,844	156,952	6.17	7,308,536	112,514	6.11
Non-interest-earning assets	899,931			582,393		
Total assets	$ 10,994,775			$ 7,890,929		
Liabilities and shareholders' equity:						
Deposits:						
Non-interest-bearing demand	$ 2,029,261			$ 1,338,188		
Interest-bearing demand	3,002,772	15,677	2.07 %	2,278,587	12,522	2.18 %
Money market & savings	2,223,150	11,171	1.99	1,660,401	8,452	2.02
Brokered CDs & time deposits	1,715,509	14,427	3.34	1,135,546	9,312	3.25
Total interest-bearing deposits	6,941,431	41,275	2.36	5,074,534	30,286	2.37
Total deposits	8,970,692	41,275	1.83	6,412,722	30,286	1.87
Borrowings:						
Short-term borrowings and other	531,335	4,756	3.55	453,486	4,405	3.85
Subordinated debt borrowings	153,724	3,677	9.49	114,900	2,748	9.49
Total interest-bearing liabilities	7,626,490	49,708	2.59	5,642,920	37,439	2.63
Non-interest-bearing liabilities	135,360			116,831		
Equity	1,203,664			792,990		
Total liabilities and equity	$ 10,994,775			$ 7,890,929		
Taxable-equivalent net interest income /net interest spread [5]		107,244	3.58 %		75,075	3.48 %
Taxable-equivalent net interest margin [6]			4.21 %			4.08 %
Taxable-equivalent net adjustment		(2,228)			(1,305)	
Net interest income		$ 105,016			$ 73,770	
Net interest-earning assets	$ 2,468,354			$ 1,665,616		

(1) Non-accrual loans are included in average loan balances.

(2) Loan fees are included in the calculation of interest income.

(3) Calculated based on fair value of investment securities.

(4) Yields and interest income on tax-exempt assets are computed on a taxable-equivalent basis assuming a 21% tax rate.

(5) The interest rate spread represents the difference between the fully taxable-equivalent weighted-average yield on interest-earning assets and the weighted-average rate of interest-bearing liabilities for the period. Taxable-equivalent net interest income is a non-GAAP measure; see below for a reconciliation of FTE net interest income to GAAP net interest income.

(6) The net interest margin represents FTE net interest income as a percent of average interest-earning assets for the period. Net interest margin on a fully taxable-equivalent basis is a non-GAAP financial measure; see below for a reconciliation of FTE net interest income to GAAP net interest income and FTE net interest margin.

Taxable-equivalent net interest margin, as presented above, is calculated by dividing FTE net interest income by total average earning assets. Net interest income, on an FTE basis, is a non-GAAP financial measure that the Company believes provides a more accurate picture of the interest margin for comparative purposes. Management believes FTE net interest income is a standard practice in the banking industry, and when net interest income is adjusted on an FTE basis, yields on taxable, nontaxable, and partially taxable assets are comparable; however, the adjustment to an FTE basis has no impact on net income. FTE net interest income is calculated by adding the tax benefit on certain financial interest-earning assets, whose interest is tax-exempt, to total interest income then subtracting total interest expense. As a non-GAAP measure, FTE net interest income should not be considered as a substitute for the nearest comparable GAAP measure, net interest income. Net interest income shown elsewhere in this Form 10-Q is GAAP net interest income. The following table reconciles GAAP net interest income to FTE net interest income (in thousands).

	Three Months Ended	
	September 30, 2026	September 30, 2025
GAAP Financial Measurements		
Interest income - Loans	$ 134,060	$ 95,132
Interest income - Tax-exempt loans	63	47
Interest income - Taxable AFS securities and other securities	10,271	9,062
Interest income - Tax-exempt AFS securities	8,316	4,863
Interest income - Other interest income	2,014	2,105
Total Interest Income	154,724	111,209
Interest expense - Deposits	41,275	30,286
Interest expense - Borrowed funds	4,717	4,379
Interest expense - Subordinated debt	3,677	2,748
Interest expense - Other	39	26
Total interest expense	49,708	37,439
Total net interest income	$ 105,016	$ 73,770
Non-GAAP Financial Measurements		
Add: Tax benefit on tax-exempt interest income	$ 2,228	$ 1,305
Total tax benefit on tax-exempt interest income [(1)]	2,228	1,305
Tax-equivalent net interest income	$ 107,244	$ 75,075

(1) Tax benefit was calculated using the federal statutory tax rate of 21%.

Yield/Rate and Volume Analysis

The following table sets forth the dollar difference in interest earned and paid for each major category of interest-earning assets and interest-bearing liabilities for the noted periods and the amount of such change attributable to changes in average balances (volume) or changes in average interest rates. Interest income and interest expense for the three months ended September 30, 2026, and September 30, 2025, are annualized using actual days over calendar year method. Volume variances are equal to the increase or decrease in average balance multiplied by current period rates, and rate variances are equal to the increase or decrease in rate times prior period average balances. Variances attributable to both rate and volume changes are calculated by multiplying the change in rate by the change in average balance and are allocated to the volume variance. See table below (in thousands).

	Three Months Ended September 30, 2026 vs September 30, 2025		
	Increase (Decrease) Due to Change in:		
	Average Volume	Average Rate	Net Change
Income from the interest-earning assets:			
Loans[1], gross	$ 40,352	$ (1,404)	$ 38,948
AFS Securities and other securities [1]	4,001	1,527	5,528
Interest-bearing deposits and fed funds sold	193	(231)	(38)
Total interest income on interest-earning assets	44,546	(108)	44,438
Expense from the interest-bearing liabilities:			
Interest-bearing demand deposits	3,988	(833)	3,155
Money market & savings	2,887	(168)	2,719
Brokered CDs & time deposits	4,726	389	5,115
Total interest expense on interest-bearing deposits	11,601	(612)	10,989
Borrowings			
Short-term borrowings	753	(402)	351
Subordinated debt and other	929	—	929
Total borrowings	1,682	(402)	1,280
Total interest expense on interest-bearing liabilities	13,283	(1,014)	12,269
Taxable-equivalent net interest income	$ 31,263	$ 906	$ 32,169

(1) Yields and interest income on tax-exempt loans and securities have been computed on a taxable-equivalent basis.

Interest Income

Total interest income was $154.7 million for the three months ended September 30, 2026, compared to $111.2 million for the three months ended September 30, 2025, an increase of 39.1%. The increase in interest income was primarily due to the LNKB Merger and an increase in the balance of interest-earning assets. Interest income on loans increased by $38.9 million and interest income on securities increased $4.7 million, for the three months ended September 30, 2026, compared to the three months ended September 30, 2025, primarily due to the LNKB Merger. Accretion income associated with acquired loans totaled $9.3 million for the three months ended September 30, 2026, compared to $8.2 million for the three months ended September 30, 2025.

Interest Expense

Total interest expense was $49.7 million for the three months ended September 30, 2026, compared to $37.4 million for the three months ended September 30, 2025. The increase in interest expense was primarily attributable to higher interest-bearing liabilities resulting from the LNKB Merger, partially offset by lower rates. Interest expense on interest-bearing deposits increased by $11.0 million for the three months ended September 30, 2026, compared to the three months ended September 30, 2025, due to higher balances from the LNKB Merger and an increase in deposit gathering. Interest on subordinated debt was $3.7 million for the three months ended September 30, 2026, compared to $2.7 million for the three months ended September 30, 2025. Interest expense on short-term borrowings totaled $4.7 million for the three months ended September 30, 2026, compared to $4.4 million for the three months ended September 30, 2025, due to higher average balances. Amortization expense associated with fair value marks for time deposits, subordinated debt, and trust preferred securities totaled $1.5 million for the three months ended September 30, 2026, compared to $1.4 million for the three months ended September 30, 2025.

Provision for (Recapture of) Credit Losses

The total provision for credit losses was $703.0 thousand for the three months ended September 30, 2026, which was an increase compared to a provision of $262.0 thousand for the three months ended September 30, 2025. For the three months ended September 30, 2026, the recovery for off-balance sheet credit exposures was $790.0 thousand, compared to a recovery of $312.0 thousand for the three months ended September 30, 2025. See Note 4 — Allowance for Credit Losses in Notes to Consolidated Financial Statements for further information.

Non-interest Income

The following table sets forth the various components of our non-interest income for the periods indicated (in thousands):

	Three months ended September 30,		Increase (Decrease)	
	2026	2025	Amount	Percent
Fiduciary and wealth management	$ 3,347	$ 2,664	$ 683	25.6 %
Service charges and fees	2,570	2,070	500	24.2
Net gains on securities	89	212	(123)	(58.0)
Income from company-owned life insurance	2,078	1,152	926	80.4
Bank debit and other card revenue	3,625	3,192	433	13.6
Other non-interest income	3,013	2,295	718	31.3
Total	$ 14,722	$ 11,585	$ 3,137	27.1 %

Non-interest income increased 27.1% for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. The largest dollar and percentage increase was a $926.0 thousand increase in income from company-owned life insurance for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. This increase was driven by an increase in the cash surrender value of the underlying insurance policies for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. Increases in fiduciary and wealth management, service charges and fees, bank debit and other card revenue, and other non-interest income exceeded the decline in net gains on securities for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. The fiduciary and wealth management increase was driven by the acquisition of Burke & Herbert Wealth Services, LLC and increased wealth and fiduciary services performance, while net gains on securities decreased due to lower gains recognized on sales of AFS securities.

Non-interest Expense

The following table sets forth the various components of our non-interest expense for the periods indicated (in thousands):

	Three months ended September 30,		Increase (Decrease)	
	2026	2025	Amount	Percent
Salaries and wages	$ 32,816	$ 20,848	$ 11,968	57.4 %
Pensions and other employee benefits	6,229	4,429	1,800	40.6
Occupancy	4,941	3,479	1,462	42.0
Equipment rentals, depreciation and maintenance	5,385	3,908	1,477	37.8
Core deposit intangible amortization	6,352	3,683	2,669	72.5
ATM, card, and network expense	1,799	1,200	599	49.9
FDIC and other regulatory assessments	1,198	976	222	22.7
Other operating	15,757	9,569	6,188	64.7
Total	$ 74,477	$ 48,092	$ 26,385	54.9 %

Non-interest expense increased $26.4 million, or 54.9%, for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. The increase was primarily driven by higher operating expenses associated with the larger organization resulting from the LNKB Merger, as well as merger-related expenses of $9.1 million incurred during the quarter. The largest dollar increase for the three months ended September 30, 2026, compared to the three months ended September 30, 2025, was $12.0 million for salaries and wages, mostly driven by a higher company-wide headcount following the LNKB Merger. See Note 13 — Other Operating Expense in Notes to Consolidated Financial Statements for further information on “Other” non-interest expense.

Income Tax Expense

Income tax expense was $8.2 million for the three months ended September 30, 2026, an increase of $1.1 million from the tax expense of $7.0 million for the three months ended September 30, 2025. The increase was due to the increase in income before income taxes for the three months ended September 30, 2026, when compared to the three months ended September 30, 2025. For the three months ended September 30, 2026, the effective tax rate was 18.3%, while the effective tax rate was 19.0% for the three months ended September 30, 2025.

Analysis of Financial Condition for the Period Ended September 30, 2026, and December 31, 2025

Assets increased by $3.1 billion to $11.0 billion as of September 30, 2026, compared to $7.9 billion as of December 31, 2025. Loans, net of ACL, increased by $2.6 billion from $5.3 billion as of December 31, 2025, to $8.0 billion as of September 30, 2026. Deposits increased by $2.6 billion and amounted to $9.0 billion at September 30, 2026, compared to $6.4 billion at December 31, 2025. The increases in these totals are primarily due to the LNKB Merger. Refer to Note 16 — Business Combination in the Notes to the Consolidated Financial Statements for further information regarding assets and liabilities acquired and assumed.

Short-term borrowings increased by $75.0 million to $525.0 million as of September 30, 2026, compared to $450.0 million at December 31, 2025. Subordinated debt and subordinated debt owed to unconsolidated subsidiary trusts, increased by $163.9 million to $251.4 million at September 30, 2026, from $87.5 million at December 31, 2025. The increase primarily reflected the issuance of $100.0 million fixed-to-floating rate subordinated notes on September 30, 2026, and approximately $62.1 million of subordinated debt assumed in the LNKB Merger, as adjusted for purchase accounting and discount accretion. See Note 6 — Borrowed Funds in Notes to Consolidated Financial Statements for further discussion of subordinated debt.

Investment Securities

Our investment policy is established and reviewed annually by the Board. We are permitted under federal law to invest in various types of liquid assets, including United States Government obligations, securities of various federal agencies and of state and municipal governments, mortgage-backed securities, time deposits of federally insured institutions, certain bankers' acceptances, and federal funds. Our securities are all classified as AFS.

Our investments provide a source of liquidity because we can pledge them to support borrowed funds or can liquidate them to generate cash proceeds. Our investment portfolio is also a resource in managing interest rate risk because the maturity and interest rate characteristics of this asset class can be modified to match changes in the loan and deposit portfolios. The majority of our AFS investment portfolio is comprised of obligations of states and municipalities and residential mortgage-backed securities. During the nine months ended September 30, 2026, the unrealized losses on our holdings increased $105.2 million from December 31, 2025.

The Company determined that the declines in market value were due to increases in interest rates and market movements and not due to credit factors. Therefore, the Company has concluded that the unrealized losses for the AFS securities do not require an ACL at September 30, 2026, or at December 31, 2025.

The Company has sufficient access to liquidity such that management does not believe it would be necessary to sell any of its investment securities at a loss to offset any unexpected deposit outflows. Management believes the structure of the Bank's investment portfolio is appropriately aligned with the rest of the balance sheet to protect against significant and unexpected charges against earnings and capital.

The following tables reflect the amortized cost and fair market values for the total portfolio for each category of investment for September 30, 2026, and December 31, 2025 (in thousands):

	September 30, 2026			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Securities Available-for-Sale				
U.S. Treasuries and government agencies	$ 182,466	$ 1	$ 10,560	$ 171,907
Obligations of states and municipalities	1,219,429	1	132,969	1,086,461
Residential mortgage backed - agency	85,389	1	5,105	80,285
Residential mortgage backed - non-agency	391,819	244	20,084	371,979
Commercial mortgage backed - agency	71,860	16	3,295	68,581
Commercial mortgage backed - non-agency	86,665	—	4,208	82,457
Asset-backed	45,266	115	546	44,835
Other	37,320	246	929	36,637
Total	$ 2,120,214	$ 624	$ 177,696	$ 1,943,142

	December 31, 2025			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Securities Available-for-Sale				
U.S. Treasuries and government agencies	$ 159,088	$ —	$ 8,964	$ 150,124
Obligations of states and municipalities	977,104	5,414	59,944	922,574
Residential mortgage backed - agency	57,731	464	2,810	55,385
Residential mortgage backed - non-agency	221,443	1,860	5,211	218,092
Commercial mortgage backed - agency	74,253	250	607	73,896
Commercial mortgage backed - non-agency	112,082	584	1,557	111,109
Asset-backed	53,954	89	577	53,466
Other	32,162	158	1,012	31,308
Total	$ 1,687,817	$ 8,819	$ 80,682	$ 1,615,954

The investment maturity table below summarizes contractual maturities for our investment securities at September 30, 2026. The actual timing of principal payments may differ from remaining contractual maturities because obligors may have the right to repay certain obligations with or without penalties. The overall weighted average duration of the Company's investment portfolio is 4.6 years at September 30, 2026. The weighted-average yield below represents the effective yield for the investment securities and is calculated based on the amortized cost of each security (dollars in thousands). Interest on securities below excludes tax-equivalent adjustments.

	September 30, 2026									
	One Year or Less		One to Five Years		Five to Ten Years		After Ten Years		Total	
	Amortized Cost	Weighted Average Yield	Amortized Cost	Weighted Average Yield	Amortized Cost	Weighted Average Yield	Amortized Cost	Weighted Average Yield	Amortized Cost	Weighted Average Yield
Securities Available-for-Sale										
U.S. Treasuries and government agencies	$ —	— %	$ 182,466	1.83 %	$ —	— %	$ —	— %	$ 182,466	1.83 %
Obligations of states and municipalities	1,539	3.80	140,652	2.33	403,950	3.27	673,288	3.70	1,219,429	3.40
Residential mortgage backed - agency	326	4.07	37,249	4.57	27,188	2.89	20,626	4.54	85,389	4.03
Residential mortgage backed - non-agency	2,361	4.57	172,544	4.54	209,280	4.52	7,634	4.92	391,819	4.54
Commercial mortgage backed - agency	1,056	3.73	26,560	4.12	44,244	4.93	—	—	71,860	4.61
Commercial mortgage backed - non-agency	2,863	5.23	57,838	4.48	25,964	4.90	—	—	86,665	4.63
Asset-backed	5,499	6.28	25,799	4.59	13,968	4.51	—	—	45,266	4.77
Other	—	—	9,604	4.59	18,560	6.70	9,156	9.52	37,320	6.85
Total	$ 13,644	5.23 %	$ 652,712	3.29 %	$ 743,154	3.88 %	$ 710,704	3.81 %	$ 2,120,214	3.68 %

Lending Activities

Our loan portfolio consists primarily of commercial real estate loans, but we offer a variety of products to meet the credit needs of our borrowers. The risks associated with lending activities differ among loan classes and are subject to the impact of changes in interest rates, market conditions of collateral securing the loans, and general economic conditions. Any of these factors may adversely impact a borrower's ability to repay loans and also impact the associated collateral. Additional discussion on the classes of loans the Company makes and related risks is included in Note 3 — Loans in Notes to Consolidated Financial Statements.

The following tables set forth the composition of our loan portfolio as of the dates indicated (in thousands):

	September 30, 2026	December 31, 2025
Commercial real estate	$ 4,047,546	$ 2,769,287
Owner-occupied commercial real estate	1,170,887	593,120
Acquisition, construction & development	441,463	386,870
Commercial & industrial	769,502	461,921
Single family residential (1-4 units)	1,588,541	1,127,684
Consumer non-real estate and other	44,028	48,794
Loans, gross	8,061,967	5,387,676
Allowance for credit losses	(92,473)	(67,823)
Loans, net	$ 7,969,494	$ 5,319,853

The loan portfolio, excluding ACL, at September 30, 2026, increased by $2.7 billion from December 31, 2025, primarily due to the completion of the LNKB Merger.

The following table shows the maturity distribution for total loans outstanding as of September 30, 2026. The maturity distribution is grouped by remaining scheduled principal payments that are due in the following periods. The principal balance of loans is indicated by both fixed and floating rate categories in the table below (in thousands).

	September 30, 2026								
	Within One Year		One Year to Five Years		Five Years to 15 Years		After 15 Years		
	Fixed Rates	Adjustable Rates	Fixed Rates	Adjustable Rates	Fixed Rates	Adjustable Rates	Fixed Rates	Adjustable Rates	Total
Loans:									
Commercial real estate	$ 365,012	$ 164,255	$ 1,318,807	$ 905,196	$ 269,107	$ 662,095	$ 120,288	$ 242,786	$ 4,047,546
Owner-occupied commercial real estate	36,723	15,669	269,452	134,449	145,917	404,155	62,159	102,363	1,170,887
Acquisition, construction & development	48,291	109,855	24,604	108,133	29,719	89,931	7,824	23,106	441,463
Commercial & industrial	24,760	132,885	195,746	191,911	54,989	62,847	22,795	83,569	769,502
Total commercial loans	474,786	422,664	1,808,609	1,339,689	499,732	1,219,028	213,066	451,824	6,429,398
Single family residential (1-4 units)	51,372	19,067	109,028	36,544	93,020	156,036	555,146	568,328	1,588,541
Consumer non-real estate and other	3,140	203	21,716	1,647	10,487	3,155	443	3,237	44,028
Total loans	$ 529,298	$ 441,934	$ 1,939,353	$ 1,377,880	$ 603,239	$ 1,378,219	$ 768,655	$ 1,023,389	$ 8,061,967

Asset Quality

The Company maintains policies and procedures to promote sound underwriting and mitigate credit risk. The Chief Credit Officer is responsible for establishing credit risk policies and procedures, including underwriting guidelines and credit approval authority, and monitoring credit exposure and performance of the Company's lending-related transactions. We regularly monitor the level of loan delinquencies and believe these levels are a key indicator of credit quality in our loan portfolio. We manage credit risk based on the risk profile of the borrower, repayment sources, underlying collateral, and other support given current events, economic conditions and expectations.

A loan is placed on non-accrual status when (i) the Company is advised by the borrower that scheduled principal or interest payments cannot be met, (ii) when management's best judgment indicates that payment in full of principal and interest can

no longer be expected, or (iii) when any such loan or obligation becomes delinquent for 90 days, unless it is both well-secured and in the process of collection.

The Company's asset quality metrics remain within the Company's risk profile with adequate reserve coverage. Driven primarily by the LNKB Merger, the Company's non-accrual loan balances increased by $14.6 million from December 31, 2025, while the Company's loans 90 days past due and still accruing increased $19.2 million from December 31, 2025. Primarily due to the LNKB Merger, the Company's non-performing assets, which includes non-performing loans consisting of non-accrual loans, loans that are more than 90 days past due and still accruing, and other real estate owned as of September 30, 2026, totaled $110.9 million, an increase of $33.9 million from $76.9 million at December 31, 2025. During the third quarter of 2026, non-performing loans increased $12.7 million to $108.0 million. The increase was concentrated in a limited number of isolated credits and does not reflect broad-based deterioration in the loan portfolio. Management does not currently expect these credits to result in material charge-offs.

The following table summarizes the Company's non-performing assets as of September 30, 2026, and December 31, 2025 (in thousands):

	September 30, 2026	December 31, 2025
Non-accrual loans	$ 85,163	$ 70,613
90 days past due and still accruing	22,817	3,623
Total non-performing loans	107,980	74,236
Other real estate owned	2,873	2,689
Total non-performing assets	$ 110,853	$ 76,925

Allowance for Credit Losses

Refer to the discussion in Note 4 — Allowance for Credit Losses in Notes to Consolidated Financial Statements for management's approach to estimating the ACL.

The Company maintains the ACL at a level deemed adequate by management for expected credit losses. The Company's ACL is calculated quarterly with any adjustment recorded to the provision for credit losses in the Consolidated Statement of Income. Management evaluates the adequacy of the ACL utilizing a defined methodology to determine if it properly addresses the current and expected risks in the loan portfolio, which considers the performance of borrowers and specific evaluation of individually evaluated loans, including historical loss experiences, trends in delinquencies, non-performing loans and other risk assets, and qualitative factors. Risk factors are continuously reviewed and adjusted, as needed, by management when conditions support a change. Management believes its approach properly addresses relevant accounting and bank regulatory guidance for loans both collectively and individually evaluated.

The Company recorded a total provision expense of $703.0 thousand and $262.0 thousand for the three months ended September 30, 2026, and September 30, 2025, respectively, and a total provision expense of $2.1 million and $1.4 million for the nine months ended September 30, 2026, and September 30, 2025, respectively. During the nine months ended September 30, 2026, the Company established a $28.5 million allowance for acquired loans through the CECL gross-up approach, consisting of $23.2 million for PSL loans and $5.3 million for PCD loans. This allowance for acquired PSL and PCD loans did not result in an additional provision expense for the nine months ended September 30, 2026.

Gross charged-off loans were $3.2 million and $519.0 thousand for the three months ended September 30, 2026, and September 30, 2025, respectively and $5.2 million and $3.5 million for the nine months ended September 30, 2026, and September 30, 2025, respectively. Gross recoveries totaled $373.4 thousand and $293.0 thousand for the three months ended September 30, 2026, and September 30, 2025, respectively and $1.1 million and $856.0 thousand for the nine months ended September 30, 2026, and September 30, 2025, respectively. The ACL as a percentage of gross loans, net of unearned income, was 1.15% and 1.22% as of September 30, 2026, and September 30, 2025, respectively.

The following table summarizes the changes in the Company's credit loss experience by portfolio for the three and nine months ended September 30, 2026, and 2025 (dollars in thousands):

	Three months ended		Nine months ended	
	September 30, 2026	September 30, 2025	September 30, 2026	September 30, 2025
Loans outstanding at end of period	$ 8,061,967	$ 5,559,479	$ 8,061,967	$ 5,559,479
Balance of allowance at beginning of period	(94,470)	(67,256)	(67,823)	(68,040)
Allowance established for acquired loans	—	—	(28,507)	—
Write-off of grossed up loans	625	—	625	—
Loans charged-off:				
Commercial real estate	2,068	—	2,168	116
Owner-occupied commercial real estate	—	—	65	1,100
Acquisition, construction & development	43	—	43	1
Commercial & industrial	742	26	1,000	223
Residential	1	171	66	208
Consumer non-real estate and other	384	322	1,819	1,835
Total loans charged-off	3,238	519	5,161	3,483
Recoveries of loans charged-off:				
Commercial real estate	(16)	(6)	(28)	(38)
Owner-occupied commercial real estate	—	(20)	(1)	(30)
Acquisition, construction & development	(1)	—	(2)	(1)
Commercial & industrial	(28)	(10)	(53)	(35)
Residential	(102)	(96)	(252)	(217)
Consumer non-real estate and other	(226)	(161)	(720)	(535)
Total recoveries of loans charged-off	(373)	(293)	(1,056)	(856)
Net loan charge-offs (recoveries)	2,865	226	4,105	2,627
(Provision for) recapture of credit losses for the period	(1,493)	(574)	(873)	(2,191)
Ending allowance	$ (92,473)	$ (67,604)	$ (92,473)	$ (67,604)
Average loans outstanding during the period	$ 7,956,856	$ 5,587,826	$ 6,843,379	$ 5,624,681
Allowance coverage ratio [1]	1.15 %	1.22 %	1.15 %	1.22 %
Net charge-offs to average outstanding loans during the period [2]	0.04	0.00	0.06	0.05
Allowance for credit losses as a percentage of non-performing loans [3]	85.64	75.92	85.64	75.92

(1) The allowance coverage ratio is calculated by dividing the ACL at the end of the period by gross loans, net of unearned income at the end of the period.

(2) The Net charge-offs to average outstanding loans during the period is calculated by dividing total net loan charge-offs (recoveries) during the period by average gross loans outstanding during the period.

(3) The Allowance for credit losses as a percentage of non-performing loans ratio is calculated by dividing the ACL at the end of the period by non-accrual loans and loans 90 days past due and still accruing at the end of the period.

The following table summarizes the ACL by portfolio with a comparison of the percentage composition in relation to total ACL and allowance for credit losses and total loans as of September 30, 2026, and December 31, 2025 (dollars in thousands).

	September 30, 2026		
	Allowance for credit losses	Percent of Allowance in Each Category to Total Allocated ACL	Percent of Loans in Each Category to Total Loans
Commercial real estate	$ 34,634	37.45 %	50.21 %
Owner-occupied commercial real estate	15,579	16.85	14.52
Acquisition, construction & development	8,716	9.43	5.48
Commercial & industrial	12,051	13.03	9.54
Residential	20,760	22.45	19.70
Consumer non-real estate and other	733	0.79	0.55
Total	$ 92,473	100.00 %	100.00 %

	December 31, 2025		
	Allowance for credit losses	Percent of Allowance in Each Category to Total Allocated Allowance	Percent of Loans in Each Category to Total Loans
Commercial real estate	$ 26,190	38.62 %	51.40 %
Owner-occupied commercial real estate	2,760	4.07	11.01
Acquisition, construction & development	17,221	25.39	7.18
Commercial & industrial	8,227	12.13	8.57
Residential	12,536	18.48	20.93
Consumer non-real estate and other	889	1.31	0.91
Total	$ 67,823	100.00 %	100.00 %

Derivative Financial Instruments

The Company utilizes interest rate swap agreements as part of its asset/liability management strategy to help manage its interest rate risk position. The Company recognizes derivative financial instruments at fair value as either other assets or accrued interest and other liabilities on the Consolidated Balance Sheets. The Company's use of derivative financial instruments is described more fully in Note 9 — Derivatives in Notes to Consolidated Financial Statements.

Off-Balance Sheet Arrangements

The Company enters into certain off-balance sheet arrangements in the normal course of business to meet the financing needs of its customers. These off-balance sheet arrangements include commitments to extend credit, standby letters of credit, and financial guarantees which would impact the Company's liquidity and capital resources to the extent customers accept and/or use these commitments. See Note 10 — Commitments and Contingencies in Notes to Consolidated Financial Statements for a discussion of credit extension commitments. These instruments involve, to varying degrees, elements of credit and interest rate risk in excess of the amount recognized in the balance sheet. With the exception of these off-balance sheet arrangements, the Company has no off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on the Company's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources.

Funding Activities

The Company's funding activities are monitored and governed through the Company's asset/liability management process. Deposits are the primary source of funds for lending and investing activities; however, the Company will use borrowings to meet liquidity needs and for temporary funding. The Company has available secured lines of credit with the Federal Reserve Bank of Richmond, such as the Borrower-In-Custody program, the FHLB of Atlanta, and unsecured federal funds

lines of credit from correspondent banking relationships. The Company also utilizes brokered time deposits. For more discussion of brokered time deposits, see the Deposits heading below this section.

As of September 30, 2026, the Company has available unused borrowing capacity of $4.6 billion through its available lines of credit with the FHLB of Atlanta, the Federal Reserve Borrower-In-Custody Program line, and unsecured federal fund lines of credit from correspondent banking relationships. Advances on credit lines are secured by both securities and loans.

The following table shows certain information regarding short-term borrowings as of September 30, 2026, and December 31, 2025, respectively (dollars in thousands):

Balance at end of period	September 30, 2026	December 31, 2025
Short-term borrowings	$ 525,000	$ 450,000
Weighted average interest rate at end of period	3.88%	3.75%

The following table shows certain information regarding long-term debt as of September 30, 2026, and December 31, 2025, respectively (dollars in thousands):

Balance at end of period	September 30, 2026	December 31, 2025
Subordinated debentures, net	$ 233,935	$ 70,222
Subordinated debentures owed to unconsolidated subsidiary trusts, net	17,458	17,268
Total long-term debt	$ 251,393	$ 87,490
Weighted average interest rate at end of period	5.92%	3.25%

Deposits

Total deposits increased by $2.6 billion from December 31, 2025, to September 30, 2026, primarily as a result of the LNKB Merger and an increase in brokered deposits of $56.3 million. The Company's brokered time deposits amounted to $120.7 million as of September 30, 2026, and $64.4 million at December 31, 2025. All of the Company's brokered deposits are in the form of certificates of deposits that are insured by the FDIC. Excluding the brokered deposit balance, the total deposit balance increased by $2.5 billion from December 31, 2025 to September 30, 2026.

The following table sets forth the balance of each category of deposits as of the dates indicated (in thousands):

	September 30, 2026	December 31, 2025
	Balance	Balance
Demand, non-interest-bearing	$ 2,015,942	$ 1,336,380
Demand, interest-bearing	3,034,335	2,330,181
Money market and savings	2,225,792	1,665,304
Brokered deposits	120,717	64,410
Time deposits, other	1,558,849	1,007,666
Total interest-bearing	6,939,693	5,067,561
Total deposits	$ 8,955,635	$ 6,403,941

The Company continues to seek organic growth in both interest-bearing and non-interest-bearing deposits consistent with our relationship-based strategy. Management evaluates its utilization of brokered deposits, taking into consideration the interest rate curve and regulatory views on non-core funding sources, and balances this funding source with its funding needs based on growth initiatives.

The Company's estimated uninsured deposits, which represent the portion of deposit accounts that exceed the FDIC insurance limit of $250,000, were $3.3 billion and $2.1 billion at September 30, 2026, and December 31, 2025, respectively. These amounts are estimates based on the methodologies and assumptions used for the Bank's regulatory reporting requirements. The Company does not have material deposit concentration risk to any significant market, industry or individual at September 30, 2026 or December 31, 2025.

The following table sets forth maturity ranges of time deposits as of September 30, 2026, that meet or exceed the FDIC insurance limit (in thousands).

	September 30, 2026
Due within 3 months or less	$ 152,924
Due after 3 months and within 6 months	111,771
Due after 6 months and within 12 months	117,469
Due after 12 months	78,148
Total uninsured, time deposits	$ 460,312

Shareholders' Equity

Total shareholders' equity at September 30, 2026, was $1.2 billion, compared to $854.6 million at December 31, 2025. Shareholders' equity increased by $299.1 million mostly due to common stock issuances from the LNKB Merger since December 31, 2025. Retained earnings increased by $41.7 million from December 31, 2025, to September 30, 2026, primarily due to net income attributable to common shareholders of $72.5 million which was partially offset by dividends to common shareholders of $30.5 million.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market Risk

Market risk is the risk of loss from adverse changes in market prices and rates. Our market risk arises primarily from interest rate risk inherent in lending, investment, and deposit-taking activities. To that end, management actively monitors and manages its interest rate risk exposure, and on at least a quarterly basis, in conjunction with the Company's Asset/Liability meetings, reports its findings to the ALCO and to the Board. From time to time, management may change the frequency of such testing or update certain inputs as a result of abnormal market conditions. Our profitability is affected by fluctuations in interest rates; a sudden and substantial change in interest rates may adversely impact our earnings to the extent that the interest rates borne by assets and liabilities do not change at the same speed, to the same extent, or on the same basis. We monitor the impact of changes in interest rates on net interest income using several tools.

Our primary objective in managing interest rate risk is to minimize the adverse impact of changes in interest rates on our net interest income and capital, while configuring our asset-liability structure to obtain the maximum yield-cost spread on that structure. We rely primarily on our asset-liability structure to control interest rate risk.

In addition, the Company's Asset/Liability policy provides for a subcommittee of the ALCO, comprised of executive and senior management that, upon the determination that abnormal market risks are occurring or may be forthcoming, will convene with the responsibility of making all decisions related to mitigation of potential negative impacts to the Company. This subcommittee acts as a clearinghouse for information on Company earnings, credit risk, lending and deposit activities, and liquidity management necessary for internal communications, including to the Board, and external communications.

Interest Rate Sensitivity

Interest rate risk is the risk to earnings and fair value arising from changes in market interest rates. Interest rate risk arises from timing differences in the repricing and maturities of interest-earning assets and interest-bearing liabilities (repricing risk), changes in the expected maturities of assets and liabilities arising from embedded options, such as borrowers' ability to prepay home mortgage loans at any time, depositors' ability to redeem certificates of deposit before maturity (option risk), changes in the shape of the yield curve, where interest rates increase or decrease in a non-parallel fashion (yield curve risk), and changes in spread relationships between different yield curves, such as U.S. Treasuries and SOFR (basis risk).

The rates on some interest-bearing financial instruments may adjust promptly with changes in market rates, while others adjust only periodically or are fixed for a predefined term. Such instances can cause a mismatch between the sensitivity and behavior of financial assets and liabilities. Interest rate fluctuations and economic factors, coupled with repricing mismatches and embedded options inherent in these financial assets and liabilities, may impact the Company's interest expense, interest income, and the value of certain financial assets and liabilities. Through the ALCO, we attempt to manage the balance sheet in a manner that increases the benefit or reduces the negative impacts from such events.

The overall impact of changes in interest rates, including, but not limited to, the impact to our net interest income and to our securities portfolio, can be enhanced or diluted depending on the variability of interest rates. From time to time, the Company may hedge its interest rate risk position, which can impact earnings. We generally do not hedge all of our interest rate risk, nor can we guarantee that any attempts to hedge some or all of our interest rate risk will be successful. See Note 9 — Derivatives in Notes to Consolidated Financial Statements for a discussion of our hedging activity.

The Company actively manages its interest rate sensitivity position. The objectives of interest rate risk management are to control exposure of net interest income to risks associated with interest rate movements and to achieve sustainable growth in net interest income. The ALCO, using policies and procedures approved by the Company's Board, is responsible for the management of the Company's interest rate sensitivity position. The Company manages interest rate sensitivity by changing the mix, pricing and re-pricing characteristics of its assets and liabilities, through the management of its investment portfolio, its offerings of loan and selected deposit terms, and through wholesale funding. Wholesale funding consists of, but is not limited to, borrowings with the FHLB, federal funds purchased, and brokered time deposits.

The Company uses several tools to manage its interest rate risk, including interest rate sensitivity analysis, or gap analysis, market value of portfolio equity analysis, interest rate simulations under various rate scenarios, and net interest margin reports. The results of these reports are compared to limits established by the Company's ALCO policies, and appropriate adjustments are made if the results are outside the established limits.

There are an infinite number of potential interest rate scenarios, each of which can be accompanied by differing economic/political/regulatory climates; can generate multiple differing behavior patterns by markets, borrowers, depositors, etc.; and, can last for varying degrees of time. Therefore, by definition, interest rate risk sensitivity cannot be predicted with certainty. Accordingly, the Company's interest rate risk measurement philosophy focuses on maintaining an appropriate balance between theoretical and practical scenarios; especially given the primary objective of the Company's overall asset/liability management process, which is to facilitate meaningful strategy development and implementation.

Therefore, we model a set of interest rate scenarios capturing the financial effects of a range of plausible rate scenarios; the collective impact of which will enable the Company to clearly understand the nature and extent of its sensitivity to interest rate changes. Doing so necessitates an assessment of rate changes over varying time horizons and of varying/sufficient degrees such that the impact of embedded options within the balance sheet are sufficiently examined.

The following tables demonstrate the annualized result of an interest rate simulation and the estimated effect that a parallel interest rate shift, or "shock", in the yield curve and subjective adjustments in deposit pricing might have on the Company's projected income over the next 12 months. This simulation assumes that there is no growth in interest-earning assets or interest-bearing liabilities over the next 12 months.

Change in Interest Rates (in Basis Points)	As of September 30, 2026 Percentage Change in Earnings	As of December 31, 2025 Percentage Change in Earnings
200	0.3 %	(2.7)%
100	0.7	(1.0)
(100)	(0.5)	0.1
(200)	(0.4)	0.3
(300)	0.4	2.3

The changes in net interest income sensitivity reflect, among other factors, changes in the size and composition of the Company's balance sheet following the merger, changes in market interest rates, and the Company's interest rate risk management activities.

Economic Value of Equity Analysis ("EVE"). We analyze the sensitivity of our financial condition to changes in interest rates through our economic value of equity model. This analysis measures the difference between predicted changes in the fair value of our assets and predicted changes in the present value of our liabilities, assuming various changes in current interest rates. The table below represents an analysis of our interest rate risk as measured by the estimated changes in our economic value of equity, resulting from an instantaneous and sustained parallel shift in the yield curve at September 30, 2026, and December 31, 2025. EVE sensitivity to rising interest rates increased compared with December 31, 2025, primarily as a result of updated non-maturity deposit beta and average life assumptions incorporated into the Company's EVE model following completion of an updated deposit study. After the update, a hypothetical instantaneous 200 basis point increase in rates resulted in a modeled 15.9% decrease in EVE at September 30, 2026, compared with an 8.3% decrease at December 31, 2025. All modeled EVE scenarios remained within established policy risk limits.

Change in Interest Rates (in Basis Points)	As of September 30, 2026 Percentage Change in EVE	As of December 31, 2025 Percentage Change in EVE
200	(15.9)%	(8.3)%
100	(7.0)	(3.8)
(100)	5.7	2.7
(200)	9.1	3.3
(300)	9.8	2.4

Item 4. Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of September 30, 2026. Based on their evaluation of the Company's disclosure controls and procedures, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of September 30, 2026, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Effective on May 1, 2026, Burke & Herbert completed the LNKB Merger. During the second and third quarters of 2026, management commenced an evaluation of the design and operating effectiveness of internal controls over financial reporting related to the LNKB acquired business. The evaluation of changes to processes, technology systems, and other components of internal control over financial reporting related to the LNKB acquired business is ongoing. Except for the changes made in connection with the LNKB Merger, there were no changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II - Other Information

Item 1. Legal Proceedings

Legal Proceedings

In the ordinary course of our operations, and from time to time, the Company and its subsidiary are parties to various legal claims, lawsuits, and proceedings incidental to the ordinary nature of the Company's business. Currently, we are not party to any material legal proceedings, and no such proceedings are, to management's knowledge, threatened against us. Although the ultimate outcome of any pending legal proceedings cannot be ascertained at this time, it is the opinion of management that the liabilities (if any) resulting from such legal proceedings will not have a material adverse effect on the Company's business, including its consolidated financial position, results of operations, or cash flows, or otherwise require disclosure under the federal securities laws.

Item 1A. Risk Factors

There have been no material changes in the risk factors that were disclosed in Item 1A, under the caption "Risk Factors" in our Form 10-K for the year ended December 31, 2025.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On April 25, 2025, Burke & Herbert announced that its Board authorized a share repurchase program pursuant to which Burke & Herbert may purchase up to $50.0 million of Burke & Herbert's common stock in the open market or in privately negotiated transactions. Burke & Herbert made no open market or private purchases for the nine months ended September 30, 2026.

The following table provides information about Burke & Herbert's purchases of equity securities that are registered by Burke & Herbert pursuant to Section 12 of the Exchange Act for the periods indicated:

Period	Total number of shares purchased (1) (2)	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs (2)	Approximate dollar value of shares that may yet be purchased under the plans or programs (3)
July 1 - 31, 2026	—	$ —	—	$ 50,000,000
August 1 - 31, 2026	—	—	—	50,000,000
September 1 - 30, 2026	—	—	—	50,000,000

(1) During the period, no shares were transferred to Burke & Herbert by employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock units.

(2) No shares were purchased by Burke & Herbert under any share repurchase program during the quarter ended September 30, 2026.

(3) Burke & Herbert's share repurchase program was authorized on April 25, 2025.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

(c) Insider Trading Arrangements

During the three months ended September 30, 2026, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408(a) of Regulation S-K of the Exchange Act, as amended).

Item 6. Exhibits

Exhibit No.	Description
2.1*	Agreement and Plan of Merger between Burke & Herbert Financial Services Corp. and LINKBANCORP, Inc. (incorporated by reference to Exhibit 2.1 to the Form 8-K, filed December 18, 2025)
3.1*	Articles of Incorporation of Burke & Herbert Financial Services Corp. as amended (incorporated by reference to Exhibit 3.1 of the Registrant's Form 10-Q filed August 13, 2024)
3.2*	Bylaws of Burke & Herbert Financial Services Corp. as amended (incorporated by reference to Exhibit 3.1 to the Form 8-K, filed May 1, 2026)
4.1*	Form of Warrant (incorporated by reference to Exhibit 4.3 to LINKBANCORP, Inc. Form S-4 Registration Statement, filed May 7, 2021) (File No. 333-255908)
4.2*	Indenture, dated September 30, 2026, between Burke & Herbert Financial Services Corp. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Form 8-K, filed September 30, 2026)
4.3*	First Supplemental Indenture, dated September 30, 2026, between Burke & Herbert Financial Services Corp. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Form 8-K, filed September 30, 2026)
4.4*	Form of 7.00% Fixed-to-Floating Rate Subordinated Note due 2036 (incorporated by reference to Exhibit 4.3 to the Form 8-K, filed September 30, 2026)
10.1#^	Change in Control Agreement of Kirtan Parikh dated July 6, 2026
10.2#^	Change in Control Agreement of Geoffrey D. Boyle dated July 6, 2026
10.3#^	Change in Control Agreement of Robert V. Hintelmann, Jr. dated July 7, 2026
10.4#	Separation Agreement and Release of Claims of H. Charles Maddy, III dated July 6, 2026
31.1#	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2#	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1#	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101#	The following materials from the registrant's Form 10-Q Report for the quarterly period ended September 30, 2026, formatted in Inline XBRL: (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Income, (iii) the Consolidated Statements of Comprehensive Income (Loss), (iv) the Consolidated Statements of Changes in Shareholders' Equity, (v) the Consolidated Statements of Cash Flows, and (vi) the Notes to Consolidated Financial Statements.
104#	The cover page of the registrant's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2026, formatted in Inline XBRL (contained in Exhibit 101).

* Previously filed

\# Filed herewith

^ Certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private or confidential pursuant to Item 601(b)(10)(iv) of Regulation S-K. Burke & Herbert Financial Services Corp. agrees to furnish a copy of such information to the SEC upon request.

SIGNATURES

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

Date: November 6, 2026

Burke & Herbert Financial Services Corp.

By: /s/ David P. Boyle

Name: David P. Boyle
Title: Chairman of the Board and Chief Executive Officer

By: /s/ Kirtan Parikh

Name: Kirtan Parikh
Title: Executive Vice President, Chief Financial Officer

Certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private or confidential.

CHANGE IN CONTROL AGREEMENT OF
KIRTAN PARIKH

This Change in Control Agreement ("Agreement") is made and entered into as of the date of the last signature below, by and among Burke & Herbert Financial Services Corp., a Virginia corporation and bank holding company (the "Company"), Burke & Herbert Bank & Trust Company, a Virginia chartered bank, (the "Bank"), and Kirtan Parikh ("Executive"). The Company, the Bank and Executive are individually each a "Party," and collectively the "Parties."

WHEREAS, Executive commenced employment with the Company effective April 5, 2021 (the "Commencement Date") and currently serves as Executive Vice President – Chief Financial Officer;

WHEREAS, the Company and the Bank have determined that it is in the best interests of the Company and the Bank to ensure the continued employment of Executive in the event a Change in Control (as defined below) occurs during Executive's employment with the Company; and

WHEREAS, in order to induce Executive's continued employment with the Company following a Change in Control, and to provide further incentive to achieve the financial and performance objectives of the Company and the Bank during Executive's employment, the Parties desire to specify certain severance benefits which shall be due to Executive in the event of a Change in Control.

NOW THEREFORE, in consideration of the promises and obligations by and between the parties under this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

1.1 Change in Control. A "Change in Control" is deemed to have taken place if, on or after the Commencement Date, any of the following events occurs:

a. The acquisition by any individual, entity or group (within the meaning of Section 13(d) (3) or 14(d) (2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (i) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock"), or (ii) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided*, *however*, that for purposes of this subsection, the following acquisitions shall not constitute a Change of Control: (i) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any other corporation controlled by the Company or any subsidiary thereof, (ii) any such ownership to the extent such Person owned amounts in excess of 25% as of the date of this Agreement and (iii) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 1.1; or

b. Individuals who, as of the date hereof, constitute the members of the Boards of Directors of the Company or the Bank (individually, the "Company Board" and the "Bank Board," and, collectively, the "Incumbent Boards") cease for any reason to constitute at least a majority of such Boards; *provided*, *however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders or the Company, as sole shareholder of the Bank, was approved by a vote of at least a majority of the directors then comprising the respective Incumbent Board shall be considered as though such individual were a member of that Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Company Board or the Bank Board; or

c. Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the Bank (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company, such corporation resulting from such Business Combination or a corporation controlled by any of them) beneficially owns, directly or indirectly, 50% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Boards at the time of the execution of the initial agreement, or of the action of the Company Board or the Bank Board, providing for such Business Combination.

1.2 Applicable Period. The term "Applicable Period" means the period that begins three (3) months prior to the Closing Date of a Change in Control event and ends twelve (12) months following the Closing Date of a Change in Control event.

1.3 Cause. Termination by the Company of the Executive for "Cause" shall mean termination based on any of the following grounds: (a) Executive engages in fraud, misappropriation, embezzlement or acts of similar dishonesty; (b) Executive's conviction of a crime (other than a minor traffic offense); (c) Executive's illegal use of drugs or excessive use of alcohol in the workplace; (d) Executive's intentional and willful misconduct that will likely subject the Company or the Bank to criminal or civil liability; or (e) Executive's knowing breach of his duty of loyalty to the Company or the Bank or diversion or usurpation of corporate opportunities properly belonging to either the

Company or the Bank; (f) Executive's willful disregard of material Bank policies and procedures; and (g) Executive's insubordination or continued failure to satisfactorily perform the duties of Executive's position, including failure to meet prescribed targets or goals. Executive shall not be terminated for Cause under subsection (f) or (g) unless the Company first has provided Executive with written notice that the Company considers the Executive to be in violation of his obligations under those subsections and Executive fails, within thirty (30) calendar days of such notice, to cure the conduct that has given rise to the notice.

1.4 Good Reason. Termination by the Executive for "Good Reason" shall mean resignation by the Executive as a result of any of the following:

a. The assignment to the Executive by the Company (or its subsidiaries or successor) of duties materially inconsistent with the Executive's position, duties, responsibilities, and status with the Company or the Bank; or

b. A reduction by the Company (or its subsidiaries or successor) in the Executive's Base Salary as in effect on the date immediately prior to the Change in Control; or

c. A requirement that Executive relocate his primary office location to a location more than 25 miles from Executive's current primary office location, which, as of the date of this Agreement, is located at 5680 King Centre Drive, Suite 801, Alexandria, Virginia 22315;

d. A failure by the Company or the Bank to comply with any of the material provisions of this Agreement;

Executive shall not be entitled to resign for Good Reason under this Section unless Executive has first provided the Company (or its successor) with written notice that Executive considers the terms of this Section to be triggered and the Company (or its successor) fails, within thirty (30) calendar days of such notice, to cure the conduct that has given rise to the notice.

1.5 Closing Date. "Closing Date" shall mean the date on which any transaction that gives rise to a Change in Control is signed and finalized.

1.6 Target Annual Incentive Bonus. Consistent with policies of the Company and the Bank and subject to the discretion of the Company's Compensation Committee and senior executive management (as applicable), Executive has the opportunity to earn an annual incentive bonus with a target amount calculated as a percentage of Executive's base salary, the payment of which for any year, if any, shall not be construed as an increase in Executive's base salary (the "Target Annual Incentive Bonus").

2. Change in Control Benefits.

2.1 Payout Event. If there is a Change in Control on or after the Commencement Date, and, at any time during the Applicable Period, the Executive's employment is involuntarily terminated by the Company or the Bank without Cause (as defined in Section 1.3) or by Executive for Good Reason (as defined under Section 1.4), the Company shall, within fourteen (14) calendar

days following receipt of the executed and non-revoked Separation Agreement and Release described below, pay to the Executive a lump sum cash payment equal to:

(a) Twenty-four (24) months of the Executive's base salary as of the date of the Change of Control, less required withholding;

(b) A lump sum payment in an amount equal to two times (2x) any Target Annual Incentive Bonus Executive received (or was eligible to receive) from the Company or the Bank for the fiscal year immediately preceding the Payout Event; and

(c) Payment of COBRA healthcare continuation coverage premiums for Executive and Executive's dependents (if applicable) for a period of eighteen (18) months or until Executive becomes covered by another employer group health plan, whichever is sooner, with such premium payments being made directly on a pretax basis to the administrator of the health care plan.

Any amounts or benefits owed under this Section shall be subject to appropriate tax withholding and Executive's execution and non-revocation within forty-five (45) calendar days following the date of termination of a Separation Agreement and Release in such form as is acceptable to the Company, which shall include a release of all claims the Executive may have against the Company, and all of its respective subsidiaries, affiliates, directors, officers, employees, shareholders and agents (other than rights of indemnification, rights to directors and officers insurance, and any rights to accrued benefits under the employee benefit plans), a cooperation clause, a non-disparagement clause, and an affirmation of post-employment restrictions previously agreed to by Executive.

In the event the Separation Agreement and Release (and the expiration of any revocation rights provided therein) could become effective in one (1) of two (2) taxable years of Executive depending on when Executive executes and delivers the waiver and release, the waiver and release will be deemed executed in the later of such tax years. In addition, the Executive and the Company agree that the cash payment described in this Section is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to Treasury Regulation Section 1.409A-1(b)(4) as a short-term deferral and that the insurance benefits hereunder are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(1) as a non-taxable benefit. The compensation to be paid under this section shall offset any compensation or severance owed to the Executive for the same period and is not intended to provide double compensation to the Executive for any period of time.

2.2 Section 409A. Notwithstanding the foregoing, to the extent required because Executive is deemed a "specified employee" for purposes of Section 409A of the Code, on the date of Executive's termination, the payments described above in this Section 2 will not commence until the first day of the month following the six-month anniversary of the Executive's date of termination, with the first payment to include amounts required to be delayed under this sentence. Interest shall accrue on the initial payment from the date amounts would have been paid absent the required delay, at the Prime Rate of Interest in effect on the date of termination and as reported in the Wall Street Journal. The six-month delay described in this section shall only apply to the extent that the exemption from Section 409A of the Code for certain amounts payable solely on an involuntary separation from service is not available. The exemption is available if amounts payable do not exceed

two (2) times the lesser of (a) Executive's annual rate of pay for the year prior to the year of the separation from service or (b) the limit provided pursuant to Section 401(a)(17) of the Code for the year of the separation from service.

2.3 Excess Payments. If either the Company or the Executive receives notice from an independent tax counsel or certified public accounting firm acting on behalf of the Company (the "Tax Advisor"), that the payment by the Company to the Executive under this Agreement or otherwise would be considered to be an "excess parachute payment" within the meaning of Section 280G of the Code, or any successor statute then in effect, the aggregate payments by the Company pursuant to this Agreement shall be reduced to the highest amount that may be paid to the Executive by the Company under this Agreement without having any portion of any amount payable to the Executive by the Company or a related entity under this Agreement or otherwise treated as such an "excess parachute payment," and, if permitted by applicable law and without adverse tax consequence, such reduction shall be made to the last payment due hereunder. If applicable, any reduction in payments under this Agreement shall be subject to the mutual agreement of Executive and the Company, with a view to maximizing the value of the payments to Executive. Any payments made by the Company to the Executive under this Agreement which are later confirmed by the Tax Advisor to be "excess parachute payments" shall be considered by all parties to have been a loan by the Company to the Executive, which loan shall be repaid by the Executive upon demand together with interest calculated at the lowest interest rate authorized for such loans under the Code without a requirement that further interest be imputed.

3. Assignment and Survival. The rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company and the Bank. Executive's rights and obligations are personal, and may not be assigned or delegated without the Company's prior written consent, provided that in the event of Executive's death during the Applicable Period, all rights and benefits to which Executive is entitled under this Agreement shall inure to Executive's estate.

4. Post-Employment Restrictions. In order to protect the legitimate business interests and goodwill of the Company and in consideration for the benefits being offered to Executive under this Agreement, Executive agrees to the following post-employment restrictions, which shall apply in the event Executive's employment with the Company ends in such a manner as to entitle executive to a payout under Section 2.1 above:

4.1 Solicitation and Piracy of Customers. For a period of eighteen (18) months after a Payout Event as described in Section 2.1, Executive hereby covenants and agrees that he shall not, directly or indirectly, on his own behalf or on behalf of any other financial institution, except for the sole account and benefit of the Bank, anywhere within the area that is 50 miles of the Bank's headquarters in Alexandria, Virginia, sell, provide, or solicit to sell or provide to any Bank Customer (as defined below) or Prospective Bank Customer (as defined below) any financial products or services competitive with those being provided by the Bank as of the date of Executive's separation, including deposit opportunities and loans.

"Bank Customer" shall mean any person or entity who maintained an account with or who obtained or purchased products or services from the Bank at any time within the one hundred eighty (180) calendar days preceding the last day of Executive's employment with the Bank.

"Prospective Bank Customer" shall mean any person or entity for whom loans or deposit terms were being prepared or had been submitted at any time within the ninety (90) calendar days immediately preceding the last day of Executive's employment with the Bank.

Executive acknowledges that this restriction is reasonable in that it does not prevent Executive from working for a competing financial institution, but merely restricts Executive's ability for an 18-month period from soliciting or selling or providing competitive products and services to any Bank Customer or Prospective Bank Customer.

4.2 Non-Solicitation and Non-Hiring of Employees. For a period of eighteen (18) months after a Payout Event as described in Section 2.1, Executive agrees that he shall not, directly or indirectly, on Executive's own behalf or the behalf of another person or entity, hire or employ, or attempt to hire or employ, or assist any other person or entity in the solicitation or hiring of any Company or Bank Employee.

"Company or Bank Employee" shall mean any person who was employed by the Company or the Bank at any time within the ninety (90) calendar days preceding the last day of Executive's employment with the Company.

4.3 Remedies. Executive agrees that an impending or existing violation of any of the covenants contained in this Agreement would cause the Company or the Bank irreparable injury for which it would have no adequate remedy at law and agrees that the Company or the Bank shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity. In addition, should a court find that Executive has breached his obligations under this Section 4, he shall repay to the Company the payments made to him under Section 2.1 above. Executive's obligations under each of Sections 4.1 and 4.2 above are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between the Company and the Bank, on the one hand, and Executive, on the other hand. The real or perceived existence of any claim or cause of action of Executive against the Company or the Bank, whether predicated on this Agreement or some other basis, shall not alleviate Executive of Executive's obligations under this Agreement and shall not constitute a defense to the enforcement by the Company or the Bank of the restrictions and covenants contained herein.

5. Choice of Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties consent to the exclusive jurisdiction and venue of the Circuit Court of the City of Richmond in the Commonwealth of Virginia. Each party hereby waives, releases and agrees not to assert, and agrees to cause its affiliates to waive, release and not assert, any rights such party or its affiliates may have under any foreign law or regulation that would be inconsistent with the terms of this Agreement as governed by the law of the Commonwealth of Virginia. THE PARTIES KNOWING, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO DEMAND A TRIAL BY JURY OF ANY CLAIMS ARISING OUT OF THIS AGREEMENT.

6. At-Will Status. Except as provided in this Agreement, Executive is employed at-will, which means that either Executive or the Company may discontinue the employment relationship at any

time, for any reason, subject to Executive's rights under this Agreement, which shall be governed expressly by the terms hereunder.

7. Notice. Any notices and other communications provided for by this Agreement will be sufficient if in writing and delivered in person, via e-mail, or sent by registered or certified mail, postage prepaid (in which case notice will be deemed to have been given on the third day after mailing), or by overnight delivery by a reliable overnight courier service (in which case notice will be deemed to have been given on the day after delivery to such courier service). Notices to the Company or the Bank shall be directed to the Chief Executive Officer of the Company. Notices to Executive shall be directed to:

[Redacted]

8. Severability. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall be deemed to be excised from this Agreement, *provided that* the binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner. No waiver by a Party of any provisions or conditions of this Agreement shall be deemed a waiver of similar or dissimilar provisions and conditions at the same time or any prior or subsequent time.

9. Regulatory Compliance. This Agreement is intended to be effective in the Commonwealth of Virginia and shall be construed in accordance with the laws thereof, except to the extent superseded by federal law. The Parties acknowledge that while the restrictions contained in Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. § 1828(k), Section 131 of the Federal Deposit Insurance Corporation Improvement Act of 1991 (12 U.S.C. § 1831o), and the federal banking regulations promulgated thereunder (including, but not limited to those regulations codified at 12 C.F.R. Part 359), relating to the payment of bonuses and increases for senior executive officers of institutions which are deemed "undercapitalized," do not currently apply to the Company or the Bank, such provisions may affect the terms of this Agreement if during its term of this Agreement the Company or the Bank should be deemed undercapitalized or a "troubled" institution by any federal regulatory authority (including, without limitation, the Federal Deposit Insurance Corporation and the Board of Governors of the Federal Reserve System). Without limiting the generality of the foregoing, under no circumstances shall the Company or the Bank be required to make any payments to Executive or take any other actions under this Agreement if such payments or actions would result in any violation of such laws or regulations or regulatory directives from any federal regulatory authority.

10. [Reserved]

11. Tax Withholding. The Bank may withhold from any payment of benefits under this Agreement, or from any other compensation payable to the Employee by the Bank, such amounts as the Bank determines are reasonably necessary to pay any taxes (and interest thereon) required to be withheld under applicable law.

12. **Legal Fees**. In the event of any legal action arising from any dispute or question of interpretation relating to this Agreement, the prevailing party shall be entitled to his or its reasonable attorneys' fees and costs.

13. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding Executive's entitlement to any benefits pursuant to the occurrence of a Change in Control, and supersedes any verbal and written statements or agreements on such matters. This Agreement may be modified only by written agreement signed by Executive and the CEO or President of the Company and the Bank. All Section headings are for convenience only and do not modify or restrict any of this Agreement's terms.

The parties acknowledge that they have read, understood and agree to be bound by this Agreement and that they have had the opportunity to seek the advice of legal counsel before signing it and have either sought such counsel or have voluntarily decided not to do so.

[*signature page to follow*]

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be executed by their duly authorized officers, and Executive has signed this Agreement, effective as of the last date written below.

BURKE & HERBERT FINANCIAL SERVICES CORP.

By: /s/ David P. Boyle

Name: David P. Boyle

Title: CEO

Date: 7/6/2026

BURKE & HERBERT BANK & TRUST COMPANY

By: /s/ David P. Boyle

Name: David P. Boyle

Title: CEO

Date: 7/6/2026

EXECUTIVE

By: /s/ Kirtan Parikh

Name: Kirtan Parikh

Title: Executive Vice President – Chief Financial Officer

Date: 7/6/2026

Certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private or confidential.

CHANGE IN CONTROL AGREEMENT OF
GEOFFREY D. BOYLE

This Change in Control Agreement ("Agreement") is made and entered into as of the date of the last signature below, by and among Burke & Herbert Financial Services Corp., a Virginia corporation and bank holding company (the "Company"), Burke & Herbert Bank & Trust Company, a Virginia chartered bank, (the "Bank"), and Geoffrey D. Boyle ("Executive"). The Company, the Bank and Executive are individually each a "Party," and collectively the "Parties."

WHEREAS, Executive commenced employment with the Company effective August 16, 2021 (the "Commencement Date") and currently serves as Executive Vice President – Chief Investment Officer;

WHEREAS, the Company and the Bank have determined that it is in the best interests of the Company and the Bank to ensure the continued employment of Executive in the event a Change in Control (as defined below) occurs during Executive's employment with the Company; and

WHEREAS, in order to induce Executive's continued employment with the Company following a Change in Control, and to provide further incentive to achieve the financial and performance objectives of the Company and the Bank during Executive's employment, the Parties desire to specify certain severance benefits which shall be due to Executive in the event of a Change in Control.

NOW THEREFORE, in consideration of the promises and obligations by and between the parties under this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

1.1 Change in Control. A "Change in Control" is deemed to have taken place if, on or after the Commencement Date, any of the following events occurs:

a. The acquisition by any individual, entity or group (within the meaning of Section 13(d) (3) or 14(d) (2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (i) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock"), or (ii) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided*, *however*, that for purposes of this subsection, the following acquisitions shall not constitute a Change of Control: (i) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any other corporation controlled by the Company or any subsidiary thereof, (ii) any such ownership to the extent such Person owned amounts in excess of 25% as of the date of this Agreement and (iii) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 1.1; or

b. Individuals who, as of the date hereof, constitute the members of the Boards of Directors of the Company or the Bank (individually, the "Company Board" and the "Bank Board," and, collectively, the "Incumbent Boards") cease for any reason to constitute at least a majority of such Boards; *provided*, *however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders or the Company, as sole shareholder of the Bank, was approved by a vote of at least a majority of the directors then comprising the respective Incumbent Board shall be considered as though such individual were a member of that Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Company Board or the Bank Board; or

c. Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the Bank (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company, such corporation resulting from such Business Combination or a corporation controlled by any of them) beneficially owns, directly or indirectly, 50% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Boards at the time of the execution of the initial agreement, or of the action of the Company Board or the Bank Board, providing for such Business Combination.

1.2 Applicable Period. The term "Applicable Period" means the period that begins three (3) months prior to the Closing Date of a Change in Control event and ends twelve (12) months following the Closing Date of a Change in Control event.

1.3 Cause. Termination by the Company of the Executive for "Cause" shall mean termination based on any of the following grounds: (a) Executive engages in fraud, misappropriation, embezzlement or acts of similar dishonesty; (b) Executive's conviction of a crime (other than a minor traffic offense); (c) Executive's illegal use of drugs or excessive use of alcohol in the workplace; (d) Executive's intentional and willful misconduct that will likely subject the Company or the Bank to criminal or civil liability; or (e) Executive's knowing breach of his duty of loyalty to the Company or the Bank or diversion or usurpation of corporate opportunities properly belonging to either the

Company or the Bank; (f) Executive's willful disregard of material Bank policies and procedures; and (g) Executive's insubordination or continued failure to satisfactorily perform the duties of Executive's position, including failure to meet prescribed targets or goals. Executive shall not be terminated for Cause under subsection (f) or (g) unless the Company first has provided Executive with written notice that the Company considers the Executive to be in violation of his obligations under those subsections and Executive fails, within thirty (30) calendar days of such notice, to cure the conduct that has given rise to the notice.

1.4 Good Reason. Termination by the Executive for "Good Reason" shall mean resignation by the Executive as a result of any of the following:

a. The assignment to the Executive by the Company (or its subsidiaries or successor) of duties materially inconsistent with the Executive's position, duties, responsibilities, and status with the Company or the Bank; or

b. A reduction by the Company (or its subsidiaries or successor) in the Executive's Base Salary as in effect on the date immediately prior to the Change in Control; or

c. A requirement that Executive relocate his primary office location to a location more than 25 miles from Executive's current primary office location, which, as of the date of this Agreement, is located at 5680 King Centre Drive, Suite 801, Alexandria, Virginia 22315;

d. A failure by the Company or the Bank to comply with any of the material provisions of this Agreement;

Executive shall not be entitled to resign for Good Reason under this Section unless Executive has first provided the Company (or its successor) with written notice that Executive considers the terms of this Section to be triggered and the Company (or its successor) fails, within thirty (30) calendar days of such notice, to cure the conduct that has given rise to the notice.

1.5 Closing Date. "Closing Date" shall mean the date on which any transaction that gives rise to a Change in Control is signed and finalized.

1.6 Target Annual Incentive Bonus. Consistent with policies of the Company and the Bank and subject to the discretion of the Company's Compensation Committee and senior executive management (as applicable), Executive has the opportunity to earn an annual incentive bonus with a target amount calculated as a percentage of Executive's base salary, the payment of which for any year, if any, shall not be construed as an increase in Executive's base salary (the "Target Annual Incentive Bonus").

2. Change in Control Benefits.

2.1 Payout Event. If there is a Change in Control on or after the Commencement Date, and, at any time during the Applicable Period, the Executive's employment is involuntarily terminated by the Company or the Bank without Cause (as defined in Section 1.3) or by Executive for Good Reason (as defined under Section 1.4), the Company shall, within fourteen (14) calendar

days following receipt of the executed and non-revoked Separation Agreement and Release described below, pay to the Executive a lump sum cash payment equal to:

(a) Twenty-four (24) months of the Executive's base salary as of the date of the Change of Control, less required withholding;

(b) A lump sum payment in an amount equal to two times (2x) any Target Annual Incentive Bonus Executive received (or was eligible to receive) from the Company or the Bank for the fiscal year immediately preceding the Payout Event; and

(c) Payment of COBRA healthcare continuation coverage premiums for Executive and Executive's dependents (if applicable) for a period of eighteen (18) months or until Executive becomes covered by another employer group health plan, whichever is sooner, with such premium payments being made directly on a pretax basis to the administrator of the health care plan.

Any amounts or benefits owed under this Section shall be subject to appropriate tax withholding and Executive's execution and non-revocation within forty-five (45) calendar days following the date of termination of a Separation Agreement and Release in such form as is acceptable to the Company, which shall include a release of all claims the Executive may have against the Company, and all of its respective subsidiaries, affiliates, directors, officers, employees, shareholders and agents (other than rights of indemnification, rights to directors and officers insurance, and any rights to accrued benefits under the employee benefit plans), a cooperation clause, a non-disparagement clause, and an affirmation of post-employment restrictions previously agreed to by Executive.

In the event the Separation Agreement and Release (and the expiration of any revocation rights provided therein) could become effective in one (1) of two (2) taxable years of Executive depending on when Executive executes and delivers the waiver and release, the waiver and release will be deemed executed in the later of such tax years. In addition, the Executive and the Company agree that the cash payment described in this Section is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to Treasury Regulation Section 1.409A-1(b)(4) as a short-term deferral and that the insurance benefits hereunder are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(1) as a non-taxable benefit. The compensation to be paid under this section shall offset any compensation or severance owed to the Executive for the same period and is not intended to provide double compensation to the Executive for any period of time.

2.2 Section 409A. Notwithstanding the foregoing, to the extent required because Executive is deemed a "specified employee" for purposes of Section 409A of the Code, on the date of Executive's termination, the payments described above in this Section 2 will not commence until the first day of the month following the six-month anniversary of the Executive's date of termination, with the first payment to include amounts required to be delayed under this sentence. Interest shall accrue on the initial payment from the date amounts would have been paid absent the required delay, at the Prime Rate of Interest in effect on the date of termination and as reported in the Wall Street Journal. The six-month delay described in this section shall only apply to the extent that the exemption from Section 409A of the Code for certain amounts payable solely on an involuntary separation from service is not available. The exemption is available if amounts payable do not exceed

two (2) times the lesser of (a) Executive's annual rate of pay for the year prior to the year of the separation from service or (b) the limit provided pursuant to Section 401(a)(17) of the Code for the year of the separation from service.

2.3 Excess Payments. If either the Company or the Executive receives notice from an independent tax counsel or certified public accounting firm acting on behalf of the Company (the "Tax Advisor"), that the payment by the Company to the Executive under this Agreement or otherwise would be considered to be an "excess parachute payment" within the meaning of Section 280G of the Code, or any successor statute then in effect, the aggregate payments by the Company pursuant to this Agreement shall be reduced to the highest amount that may be paid to the Executive by the Company under this Agreement without having any portion of any amount payable to the Executive by the Company or a related entity under this Agreement or otherwise treated as such an "excess parachute payment," and, if permitted by applicable law and without adverse tax consequence, such reduction shall be made to the last payment due hereunder. If applicable, any reduction in payments under this Agreement shall be subject to the mutual agreement of Executive and the Company, with a view to maximizing the value of the payments to Executive. Any payments made by the Company to the Executive under this Agreement which are later confirmed by the Tax Advisor to be "excess parachute payments" shall be considered by all parties to have been a loan by the Company to the Executive, which loan shall be repaid by the Executive upon demand together with interest calculated at the lowest interest rate authorized for such loans under the Code without a requirement that further interest be imputed.

3. Assignment and Survival. The rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company and the Bank. Executive's rights and obligations are personal, and may not be assigned or delegated without the Company's prior written consent, provided that in the event of Executive's death during the Applicable Period, all rights and benefits to which Executive is entitled under this Agreement shall inure to Executive's estate.

4. Post-Employment Restrictions. In order to protect the legitimate business interests and goodwill of the Company and in consideration for the benefits being offered to Executive under this Agreement, Executive agrees to the following post-employment restrictions, which shall apply in the event Executive's employment with the Company ends in such a manner as to entitle executive to a payout under Section 2.1 above:

4.1 Solicitation and Piracy of Customers. For a period of eighteen (18) months after a Payout Event as described in Section 2.1, Executive hereby covenants and agrees that he shall not, directly or indirectly, on his own behalf or on behalf of any other financial institution, except for the sole account and benefit of the Bank, anywhere within the area that is 50 miles of the Bank's headquarters in Alexandria, Virginia, sell, provide, or solicit to sell or provide to any Bank Customer (as defined below) or Prospective Bank Customer (as defined below) any financial products or services competitive with those being provided by the Bank as of the date of Executive's separation, including deposit opportunities and loans.

"Bank Customer" shall mean any person or entity who maintained an account with or who obtained or purchased products or services from the Bank at any time within the one hundred eighty (180) calendar days preceding the last day of Executive's employment with the Bank.

"Prospective Bank Customer" shall mean any person or entity for whom loans or deposit terms were being prepared or had been submitted at any time within the ninety (90) calendar days immediately preceding the last day of Executive's employment with the Bank.

Executive acknowledges that this restriction is reasonable in that it does not prevent Executive from working for a competing financial institution, but merely restricts Executive's ability for an 18-month period from soliciting or selling or providing competitive products and services to any Bank Customer or Prospective Bank Customer.

4.2 Non-Solicitation and Non-Hiring of Employees. For a period of eighteen (18) months after a Payout Event as described in Section 2.1, Executive agrees that he shall not, directly or indirectly, on Executive's own behalf or the behalf of another person or entity, hire or employ, or attempt to hire or employ, or assist any other person or entity in the solicitation or hiring of any Company or Bank Employee.

"Company or Bank Employee" shall mean any person who was employed by the Company or the Bank at any time within the ninety (90) calendar days preceding the last day of Executive's employment with the Company.

4.3 Remedies. Executive agrees that an impending or existing violation of any of the covenants contained in this Agreement would cause the Company or the Bank irreparable injury for which it would have no adequate remedy at law and agrees that the Company or the Bank shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity. In addition, should a court find that Executive has breached his obligations under this Section 4, he shall repay to the Company the payments made to him under Section 2.1 above. Executive's obligations under each of Sections 4.1 and 4.2 above are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between the Company and the Bank, on the one hand, and Executive, on the other hand. The real or perceived existence of any claim or cause of action of Executive against the Company or the Bank, whether predicated on this Agreement or some other basis, shall not alleviate Executive of Executive's obligations under this Agreement and shall not constitute a defense to the enforcement by the Company or the Bank of the restrictions and covenants contained herein.

5. Choice of Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties consent to the exclusive jurisdiction and venue of the Circuit Court of the City of Richmond in the Commonwealth of Virginia. Each party hereby waives, releases and agrees not to assert, and agrees to cause its affiliates to waive, release and not assert, any rights such party or its affiliates may have under any foreign law or regulation that would be inconsistent with the terms of this Agreement as governed by the law of the Commonwealth of Virginia. THE PARTIES KNOWING, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO DEMAND A TRIAL BY JURY OF ANY CLAIMS ARISING OUT OF THIS AGREEMENT.

6. At-Will Status. Except as provided in this Agreement, Executive is employed at-will, which means that either Executive or the Company may discontinue the employment relationship at any

time, for any reason, subject to Executive's rights under this Agreement, which shall be governed expressly by the terms hereunder.

7. Notice. Any notices and other communications provided for by this Agreement will be sufficient if in writing and delivered in person, via e-mail, or sent by registered or certified mail, postage prepaid (in which case notice will be deemed to have been given on the third day after mailing), or by overnight delivery by a reliable overnight courier service (in which case notice will be deemed to have been given on the day after delivery to such courier service). Notices to the Company or the Bank shall be directed to the Chief Executive Officer of the Company. Notices to Executive shall be directed to:

[Redacted]

8. Severability. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall be deemed to be excised from this Agreement, *provided that* the binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner. No waiver by a Party of any provisions or conditions of this Agreement shall be deemed a waiver of similar or dissimilar provisions and conditions at the same time or any prior or subsequent time.

9. Regulatory Compliance. This Agreement is intended to be effective in the Commonwealth of Virginia and shall be construed in accordance with the laws thereof, except to the extent superseded by federal law. The Parties acknowledge that while the restrictions contained in Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. § 1828(k), Section 131 of the Federal Deposit Insurance Corporation Improvement Act of 1991 (12 U.S.C. § 1831o), and the federal banking regulations promulgated thereunder (including, but not limited to those regulations codified at 12 C.F.R. Part 359), relating to the payment of bonuses and increases for senior executive officers of institutions which are deemed "undercapitalized," do not currently apply to the Company or the Bank, such provisions may affect the terms of this Agreement if during its term of this Agreement the Company or the Bank should be deemed undercapitalized or a "troubled" institution by any federal regulatory authority (including, without limitation, the Federal Deposit Insurance Corporation and the Board of Governors of the Federal Reserve System). Without limiting the generality of the foregoing, under no circumstances shall the Company or the Bank be required to make any payments to Executive or take any other actions under this Agreement if such payments or actions would result in any violation of such laws or regulations or regulatory directives from any federal regulatory authority.

10. [Reserved]

11. Tax Withholding. The Bank may withhold from any payment of benefits under this Agreement, or from any other compensation payable to the Employee by the Bank, such amounts as the Bank determines are reasonably necessary to pay any taxes (and interest thereon) required to be withheld under applicable law.

12. **Legal Fees**. In the event of any legal action arising from any dispute or question of interpretation relating to this Agreement, the prevailing party shall be entitled to his or its reasonable attorneys' fees and costs.

13. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding Executive's entitlement to any benefits pursuant to the occurrence of a Change in Control, and supersedes any verbal and written statements or agreements on such matters. This Agreement may be modified only by written agreement signed by Executive and the CEO or President of the Company and the Bank. All Section headings are for convenience only and do not modify or restrict any of this Agreement's terms.

The parties acknowledge that they have read, understood and agree to be bound by this Agreement and that they have had the opportunity to seek the advice of legal counsel before signing it and have either sought such counsel or have voluntarily decided not to do so.

[*signature page to follow*]

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be executed by their duly authorized officers, and Executive has signed this Agreement, effective as of the last date written below.

BURKE & HERBERT FINANCIAL SERVICES CORP.

By: /s/ David P. Boyle

Name: David P. Boyle

Title: CEO

Date: 7/6/2026

BURKE & HERBERT BANK & TRUST COMPANY

By: /s/ David P. Boyle

Name: David P. Boyle

Title: CEO

Date: 7/6/2026

EXECUTIVE

By: /s/ Geoffrey D. Boyle

Name: Geoffrey D. Boyle

Title: Executive Vice President – Chief Investment Officer

Date: 7/6/2026

Certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private or confidential.

CHANGE IN CONTROL AGREEMENT OF
ROBERT V. HINTELMANN, JR.

This Change in Control Agreement ("Agreement") is made and entered into as of the date of the last signature below, by and among Burke & Herbert Financial Services Corp., a Virginia corporation and bank holding company (the "Company"), Burke & Herbert Bank & Trust Company, a Virginia chartered bank, (the "Bank"), and Robert V. Hintelmann, Jr. ("Executive"). The Company, the Bank and Executive are individually each a "Party," and collectively the "Parties."

WHEREAS, Executive commenced employment with the Company effective March 17, 2025 (the "Commencement Date") and currently serves as Executive Vice President – Chief Credit Officer;

WHEREAS, the Company and the Bank have determined that it is in the best interests of the Company and the Bank to ensure the continued employment of Executive in the event a Change in Control (as defined below) occurs during Executive's employment with the Company; and

WHEREAS, in order to induce Executive's continued employment with the Company following a Change in Control, and to provide further incentive to achieve the financial and performance objectives of the Company and the Bank during Executive's employment, the Parties desire to specify certain severance benefits which shall be due to Executive in the event of a Change in Control.

NOW THEREFORE, in consideration of the promises and obligations by and between the parties under this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

1.1 Change in Control. A "Change in Control" is deemed to have taken place if, on or after the Commencement Date, any of the following events occurs:

a. The acquisition by any individual, entity or group (within the meaning of Section 13(d) (3) or 14(d) (2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (i) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock"), or (ii) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided*, *however*, that for purposes of this subsection, the following acquisitions shall not constitute a Change of Control: (i) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any other corporation controlled by the Company or any subsidiary thereof, (ii) any such ownership to the extent such Person owned amounts in excess of 25% as of the date of this Agreement and (iii) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 1.1; or

b. Individuals who, as of the date hereof, constitute the members of the Boards of Directors of the Company or the Bank (individually, the "Company Board" and the "Bank Board," and, collectively, the "Incumbent Boards") cease for any reason to constitute at least a majority of such Boards; *provided*, *however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders or the Company, as sole shareholder of the Bank, was approved by a vote of at least a majority of the directors then comprising the respective Incumbent Board shall be considered as though such individual were a member of that Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Company Board or the Bank Board; or

c. Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the Bank (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company, such corporation resulting from such Business Combination or a corporation controlled by any of them) beneficially owns, directly or indirectly, 50% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Boards at the time of the execution of the initial agreement, or of the action of the Company Board or the Bank Board, providing for such Business Combination.

1.2 Applicable Period. The term "Applicable Period" means the period that begins three (3) months prior to the Closing Date of a Change in Control event and ends twelve (12) months following the Closing Date of a Change in Control event.

1.3 Cause. Termination by the Company of the Executive for "Cause" shall mean termination based on any of the following grounds: (a) Executive engages in fraud, misappropriation, embezzlement or acts of similar dishonesty; (b) Executive's conviction of a crime (other than a minor traffic offense); (c) Executive's illegal use of drugs or excessive use of alcohol in the workplace; (d) Executive's intentional and willful misconduct that will likely subject the Company or the Bank to criminal or civil liability; or (e) Executive's knowing breach of his duty of loyalty to the Company

or the Bank or diversion or usurpation of corporate opportunities properly belonging to either the Company or the Bank; (f) Executive's willful disregard of material Bank policies and procedures; and (g) Executive's insubordination or continued failure to satisfactorily perform the duties of Executive's position, including failure to meet prescribed targets or goals. Executive shall not be terminated for Cause under subsection (f) or (g) unless the Company first has provided Executive with written notice that the Company considers the Executive to be in violation of his obligations under those subsections and Executive fails, within thirty (30) calendar days of such notice, to cure the conduct that has given rise to the notice.

1.4 Good Reason. Termination by the Executive for "Good Reason" shall mean resignation by the Executive as a result of any of the following:

a. The assignment to the Executive by the Company (or its subsidiaries or successor) of duties materially inconsistent with the Executive's position, duties, responsibilities, and status with the Company or the Bank; or

b. A reduction by the Company (or its subsidiaries or successor) in the Executive's Base Salary as in effect on the date immediately prior to the Change in Control; or

c. A requirement that Executive relocate his primary office location to a location more than 25 miles from Executive's current primary office location, which, as of the date of this Agreement, is located at 5680 King Centre Drive, Suite 801, Alexandria, Virginia 22315;

d. A failure by the Company or the Bank to comply with any of the material provisions of this Agreement;

Executive shall not be entitled to resign for Good Reason under this Section unless Executive has first provided the Company (or its successor) with written notice that Executive considers the terms of this Section to be triggered and the Company (or its successor) fails, within thirty (30) calendar days of such notice, to cure the conduct that has given rise to the notice.

1.5 Closing Date. "Closing Date" shall mean the date on which any transaction that gives rise to a Change in Control is signed and finalized.

1.6 Target Annual Incentive Bonus. Consistent with policies of the Company and the Bank and subject to the discretion of the Company's Compensation Committee and senior executive management (as applicable), Executive has the opportunity to earn an annual incentive bonus with a target amount calculated as a percentage of Executive's base salary, the payment of which for any year, if any, shall not be construed as an increase in Executive's base salary (the "Target Annual Incentive Bonus").

2. Change in Control Benefits.

2.1 Payout Event. If there is a Change in Control on or after the Commencement Date, and, at any time during the Applicable Period, the Executive's employment is involuntarily

terminated by the Company or the Bank without Cause (as defined in Section 1.3) or by Executive for Good Reason (as defined under Section 1.4), the Company shall, within fourteen (14) calendar days following receipt of the executed and non-revoked Separation Agreement and Release described below, pay to the Executive a lump sum cash payment equal to:

(a) Twenty-four (24) months of the Executive's base salary as of the date of the Change of Control, less required withholding;

(b) A lump sum payment in an amount equal to two times (2x) any Target Annual Incentive Bonus Executive received (or was eligible to receive) from the Company or the Bank for the fiscal year immediately preceding the Payout Event; and

(c) Payment of COBRA healthcare continuation coverage premiums for Executive and Executive's dependents (if applicable) for a period of eighteen (18) months or until Executive becomes covered by another employer group health plan, whichever is sooner, with such premium payments being made directly on a pretax basis to the administrator of the health care plan.

Any amounts or benefits owed under this Section shall be subject to appropriate tax withholding and Executive's execution and non-revocation within forty-five (45) calendar days following the date of termination of a Separation Agreement and Release in such form as is acceptable to the Company, which shall include a release of all claims the Executive may have against the Company, and all of its respective subsidiaries, affiliates, directors, officers, employees, shareholders and agents (other than rights of indemnification, rights to directors and officers insurance, and any rights to accrued benefits under the employee benefit plans), a cooperation clause, a non-disparagement clause, and an affirmation of post-employment restrictions previously agreed to by Executive.

In the event the Separation Agreement and Release (and the expiration of any revocation rights provided therein) could become effective in one (1) of two (2) taxable years of Executive depending on when Executive executes and delivers the waiver and release, the waiver and release will be deemed executed in the later of such tax years. In addition, the Executive and the Company agree that the cash payment described in this Section is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to Treasury Regulation Section 1.409A-1(b)(4) as a short-term deferral and that the insurance benefits hereunder are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(1) as a non-taxable benefit. The compensation to be paid under this section shall offset any compensation or severance owed to the Executive for the same period and is not intended to provide double compensation to the Executive for any period of time.

2.2 Section 409A. Notwithstanding the foregoing, to the extent required because Executive is deemed a "specified employee" for purposes of Section 409A of the Code, on the date of Executive's termination, the payments described above in this Section 2 will not commence until the first day of the month following the six-month anniversary of the Executive's date of termination, with the first payment to include amounts required to be delayed under this sentence. Interest shall accrue on the initial payment from the date amounts would have been paid absent the required delay, at the Prime Rate of Interest in effect on the date of termination and as reported in the Wall Street

Journal. The six-month delay described in this section shall only apply to the extent that the exemption from Section 409A of the Code for certain amounts payable solely on an involuntary separation from service is not available. The exemption is available if amounts payable do not exceed two (2) times the lesser of (a) Executive's annual rate of pay for the year prior to the year of the separation from service or (b) the limit provided pursuant to Section 401(a)(17) of the Code for the year of the separation from service.

2.3 Excess Payments. If either the Company or the Executive receives notice from an independent tax counsel or certified public accounting firm acting on behalf of the Company (the "Tax Advisor"), that the payment by the Company to the Executive under this Agreement or otherwise would be considered to be an "excess parachute payment" within the meaning of Section 280G of the Code, or any successor statute then in effect, the aggregate payments by the Company pursuant to this Agreement shall be reduced to the highest amount that may be paid to the Executive by the Company under this Agreement without having any portion of any amount payable to the Executive by the Company or a related entity under this Agreement or otherwise treated as such an "excess parachute payment," and, if permitted by applicable law and without adverse tax consequence, such reduction shall be made to the last payment due hereunder. If applicable, any reduction in payments under this Agreement shall be subject to the mutual agreement of Executive and the Company, with a view to maximizing the value of the payments to Executive. Any payments made by the Company to the Executive under this Agreement which are later confirmed by the Tax Advisor to be "excess parachute payments" shall be considered by all parties to have been a loan by the Company to the Executive, which loan shall be repaid by the Executive upon demand together with interest calculated at the lowest interest rate authorized for such loans under the Code without a requirement that further interest be imputed.

3. Assignment and Survival. The rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company and the Bank. Executive's rights and obligations are personal, and may not be assigned or delegated without the Company's prior written consent, provided that in the event of Executive's death during the Applicable Period, all rights and benefits to which Executive is entitled under this Agreement shall inure to Executive's estate.

4. Post-Employment Restrictions. In order to protect the legitimate business interests and goodwill of the Company and in consideration for the benefits being offered to Executive under this Agreement, Executive agrees to the following post-employment restrictions, which shall apply in the event Executive's employment with the Company ends in such a manner as to entitle executive to a payout under Section 2.1 above:

4.1 Solicitation and Piracy of Customers. For a period of eighteen (18) months after a Payout Event as described in Section 2.1, Executive hereby covenants and agrees that he shall not, directly or indirectly, on his own behalf or on behalf of any other financial institution, except for the sole account and benefit of the Bank, anywhere within the area that is 50 miles of the Bank's headquarters in Alexandria, Virginia, sell, provide, or solicit to sell or provide to any Bank Customer (as defined below) or Prospective Bank Customer (as defined below) any financial products or services competitive with those being provided by the Bank as of the date of Executive's separation, including deposit opportunities and loans.

"Bank Customer" shall mean any person or entity who maintained an account with or who obtained or purchased products or services from the Bank at any time within the one hundred eighty (180) calendar days preceding the last day of Executive's employment with the Bank.

"Prospective Bank Customer" shall mean any person or entity for whom loans or deposit terms were being prepared or had been submitted at any time within the ninety (90) calendar days immediately preceding the last day of Executive's employment with the Bank.

Executive acknowledges that this restriction is reasonable in that it does not prevent Executive from working for a competing financial institution, but merely restricts Executive's ability for an 18-month period from soliciting or selling or providing competitive products and services to any Bank Customer or Prospective Bank Customer.

4.2 Non-Solicitation and Non-Hiring of Employees. For a period of eighteen (18) months after a Payout Event as described in Section 2.1, Executive agrees that he shall not, directly or indirectly, on Executive's own behalf or the behalf of another person or entity, hire or employ, or attempt to hire or employ, or assist any other person or entity in the solicitation or hiring of any Company or Bank Employee.

"Company or Bank Employee" shall mean any person who was employed by the Company or the Bank at any time within the ninety (90) calendar days preceding the last day of Executive's employment with the Company.

4.3 Remedies. Executive agrees that an impending or existing violation of any of the covenants contained in this Agreement would cause the Company or the Bank irreparable injury for which it would have no adequate remedy at law and agrees that the Company or the Bank shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity. In addition, should a court find that Executive has breached his obligations under this Section 4, he shall repay to the Company the payments made to him under Section 2.1 above. Executive's obligations under each of Sections 4.1 and 4.2 above are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between the Company and the Bank, on the one hand, and Executive, on the other hand. The real or perceived existence of any claim or cause of action of Executive against the Company or the Bank, whether predicated on this Agreement or some other basis, shall not alleviate Executive of Executive's obligations under this Agreement and shall not constitute a defense to the enforcement by the Company or the Bank of the restrictions and covenants contained herein.

5. Choice of Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties consent to the exclusive jurisdiction and venue of the Circuit Court of the City of Richmond in the Commonwealth of Virginia. Each party hereby waives, releases and agrees not to assert, and agrees to cause its affiliates to waive, release and not assert, any rights such party or its affiliates may have under any foreign law or regulation that would be inconsistent with the terms of this Agreement as governed by the law of the Commonwealth of Virginia. THE PARTIES KNOWING, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY

RIGHT TO DEMAND A TRIAL BY JURY OF ANY CLAIMS ARISING OUT OF THIS AGREEMENT.

6. **At-Will Status.** Except as provided in this Agreement, Executive is employed at-will, which means that either Executive or the Company may discontinue the employment relationship at any time, for any reason, subject to Executive's rights under this Agreement, which shall be governed expressly by the terms hereunder.

7. **Notice.** Any notices and other communications provided for by this Agreement will be sufficient if in writing and delivered in person, via e-mail, or sent by registered or certified mail, postage prepaid (in which case notice will be deemed to have been given on the third day after mailing), or by overnight delivery by a reliable overnight courier service (in which case notice will be deemed to have been given on the day after delivery to such courier service). Notices to the Company or the Bank shall be directed to the Chief Executive Officer of the Company. Notices to Executive shall be directed to:

[Redacted]

8. **Severability**. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall be deemed to be excised from this Agreement, *provided that* the binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner. No waiver by a Party of any provisions or conditions of this Agreement shall be deemed a waiver of similar or dissimilar provisions and conditions at the same time or any prior or subsequent time.

9. **Regulatory Compliance.** This Agreement is intended to be effective in the Commonwealth of Virginia and shall be construed in accordance with the laws thereof, except to the extent superseded by federal law. The Parties acknowledge that while the restrictions contained in Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. § 1828(k), Section 131 of the Federal Deposit Insurance Corporation Improvement Act of 1991 (12 U.S.C. § 1831o), and the federal banking regulations promulgated thereunder (including, but not limited to those regulations codified at 12 C.F.R. Part 359), relating to the payment of bonuses and increases for senior executive officers of institutions which are deemed "undercapitalized," do not currently apply to the Company or the Bank, such provisions may affect the terms of this Agreement if during its term of this Agreement the Company or the Bank should be deemed undercapitalized or a "troubled" institution by any federal regulatory authority (including, without limitation, the Federal Deposit Insurance Corporation and the Board of Governors of the Federal Reserve System). Without limiting the generality of the foregoing, under no circumstances shall the Company or the Bank be required to make any payments to Executive or take any other actions under this Agreement if such payments or actions would result in any violation of such laws or regulations or regulatory directives from any federal regulatory authority.

10. [**Reserved**]

11. **Tax Withholding**. The Bank may withhold from any payment of benefits under this Agreement, or from any other compensation payable to the Employee by the Bank, such amounts as the Bank determines are reasonably necessary to pay any taxes (and interest thereon) required to be withheld under applicable law.

12. **Legal Fees**. In the event of any legal action arising from any dispute or question of interpretation relating to this Agreement, the prevailing party shall be entitled to his or its reasonable attorneys' fees and costs.

13. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding Executive's entitlement to any benefits pursuant to the occurrence of a Change in Control, and supersedes any verbal and written statements or agreements on such matters. This Agreement may be modified only by written agreement signed by Executive and the CEO or President of the Company and the Bank. All Section headings are for convenience only and do not modify or restrict any of this Agreement's terms.

The parties acknowledge that they have read, understood and agree to be bound by this Agreement and that they have had the opportunity to seek the advice of legal counsel before signing it and have either sought such counsel or have voluntarily decided not to do so.

[*signature page to follow*]

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be executed by their duly authorized officers, and Executive has signed this Agreement, effective as of the last date written below.

BURKE & HERBERT FINANCIAL SERVICES CORP.

By: /s/ David P. Boyle

Name: David P. Boyle

Title: CEO

Date: 7/7/2026

BURKE & HERBERT BANK & TRUST COMPANY

By: /s/ David P. Boyle

Name: David P. Boyle

Title: CEO

Date: 7/7/2026

EXECUTIVE

By: /s/ Robert V. Hintelmann, Jr.

Name: Robert V. Hintelmann, Jr.

Title: Executive Vice President – Chief Credit Officer

Date: 7/7/2026

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This Separation Agreement and Release of Claims ("Agreement") is made by and between H. Charles Maddy, III ("Executive"), an individual, Burke & Herbert Bank & Trust Company (the "Bank"), the wholly-owned Virginia chartered commercial bank subsidiary of Burke & Herbert Financial Services Corp. (the "Company"), an entity doing business in the Commonwealth of Virginia, and the Company. Executive, Bank and Company may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Executive is employed as President of the Bank and the Company, pursuant to the terms of that certain Employment Agreement dated as of August 24, 2023, by and between the Bank and Executive (the "Employment Agreement"); and

WHEREAS, the Parties have discussed the terms of Executive's retirement as President of the Bank and Company, effective as of June 30, 2026 (the "Separation Date"), and in recognition of Executive's years of service, the Bank desires to provide Executive with certain separation benefits; and

WHEREAS, Executive acknowledges that Executive has had at least twenty-one (21) days to review this Agreement and that, if Executive desires to receive the Separation Benefits in Section 2 of this Agreement, Executive must execute this Agreement no later than July 31, 2026;

NOW THEREFORE, in consideration of the mutual promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Final Payments. Regardless of whether Executive signs this Agreement, Executive shall receive the following:

a. ***Final Pay***. The Bank agrees to pay Executive's Base Salary (as such term is defined in the Employment Agreement) through the Separation Date, less applicable taxes and other required withholding, in accordance with regular payroll procedures.

b. ***PTO.*** The Bank shall pay out to Executive any unused paid time off ("PTO") that has accrued through the Separation Date.

c. ***Group Health Plan***. Provided eligibility requirements are met, Executive and currently enrolled dependents shall be eligible to continue participation in the Bank group medical, dental and vision plans pursuant to the health care continuation coverage available under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Executive shall be solely responsible for electing such coverage by properly returning the COBRA election form that Executive will receive.

d. ***2026 Cash Incentive Award.*** Executive shall remain eligible for a cash incentive award under the 2026 Incentive Plan, to be determined in the Bank's discretion and pursuant to the terms thereof; *provided, however,* any such cash incentive award shall be paid to Executive no later than March 15, 2027.

e. ***One-Time Lump Sum Payment***. The Bank shall pay Executive a one-time lump sum payment of $440,250, on January 1, 2027.

f. ***Executive Salary Continuation Agreement and Supplemental Executive Retirement Plan***. Executive shall be entitled to the benefits set forth under the Summit Community Bank Executive Salary Continuation Agreement, made and entered into as of January 1, 2008, and the Summit Community Bank Supplemental Executive Retirement Plan, made and entered into as of July 1, 2021, and as amended on November 7, 2025, both of which were assumed by the Bank through merger.

g. ***Equity Compensation***. The Executive shall be entitled to exercise for a period of ninety (90) days from the Separation Date any outstanding vested and exercisable stock appreciation rights ("SARs") that had been granted to him under the Summit Financial Group, Inc. Amended and Restated 2014 Long-Term Incentive Plan Stock-Settled Stock Appreciations Right Agreement (the "SAR Agreement"), which was assumed by the Company through merger. Any exercise of such SARs and the terms and conditions related thereto, shall be governed by the SAR Agreement.

h. ***Split Dollar Life Insurance.*** The Bank shall maintain the funding policy or policies under the Life Insurance Endorsement Method Split Dollar Plan Agreement, executed on May 7, 1999, as amended (the "Split Dollar Agreement"), by paying all premiums required when due. The Executive and his designated beneficiaries or beneficiaries shall be entitled to the benefits under the Split Dollar Agreement in accordance with the terms and conditions set forth therein.

2. **Separation Benefits.** Following the end of Employee's employment on the Separation Date, in consideration of Employee's execution without revocation of this Agreement, including the release set forth herein, and compliance with Employee's obligations in this Agreement, the Bank shall provide Employee the following ("Separation Benefits"):

a. ***Separation Pay***. A lump sum separation payment in the amount of $558,334.40 equal to ten (10) months of Executive's annual Base Pay, less applicable taxes and withholdings, payable within sixty (60) days of Executive's Separation Date. In the event Executive dies prior to payment, the Bank agrees to pay this amount to Executive's spouse, or if she is deceased, to Executive's estate.

b. ***Automobile Benefit.*** Within sixty (60) days of Executive's Separation Date, the transfer of ownership of the vehicle that Executive has had use of pursuant to the terms of his Employment Agreement, valued at $58,400. In the event Executive dies prior to the transfer of ownership, the Bank agrees to transfer ownership of the vehicle to Executive's spouse, or if she is deceased, to Executive's estate.

c. ***Payment of COBRA Premiums***. Provided Executive is eligible (and remains eligible) for COBRA coverage and timely elects COBRA coverage, the Bank will pay the entire cost of COBRA coverage for Executive and Executive's currently enrolled dependents through April 30, 2027. Following such date, Executive will be solely responsible for the full cost of any such COBRA coverage through any remaining COBRA coverage period.

d. ***Vesting of PRSUs***. Executive has 6,673.32 outstanding and unvested performance-based restricted stock units ("PRSUs") (as such term is defined in the 2024-2025 Merger Incentive Plan, referred to herein as the "MIP"), pursuant to those certain award agreements granted under the MIP dated May 6, 2024, and January 23, 2025. Notwithstanding anything to the contrary in said award agreements or the MIP, all such unvested PRSUs will vest upon the Separation Date. One share of Company common stock will be delivered with respect to each vested PRSU, subject to applicable withholding, by no later than March 15, 2027.

Except as set forth in this Agreement or as required by federal or state law and/or under the terms of any of the Bank's tax-qualified plans, this Agreement sets forth the full extent of severance and benefits to which Executive is or may be entitled as a result of the separation of Executive's employment, and Executive shall not be entitled to any additional compensation relating to Executive's employment, retirement, or separation from employment.

3. **Additional Acknowledgements and Agreements.** In further consideration of the Separation Benefits provided above, Executive represents and warrants to each of the following:

a. ***Resignation as President***. Executive shall be deemed to have terminated Executive's position as President of the Bank and Company, effective on the Separation Date.

b. ***Return of Equipment and Documents***. Executive certifies by execution of this Agreement that, on or before the Separation Date, Executive has returned to the Bank any and all equipment and documents (whether in hard copy or electronic form) belonging to the Bank or the Company as required by the Non-Disclosure and Restrictive Covenant Agreement, except that Executive may retain documents pertaining exclusively to Executive's employment such as payroll stubs, benefits information, etc.

c. ***Business Expense Reimbursement***. Executive agrees that, within fifteen (15) days of Separation Date, Executive will submit Executive's final documented expense reimbursement statement reflecting all business expenses Employee incurred through the Separation Date, if any, for which Executive seeks reimbursement. The Bank will reimburse Executive for these expenses pursuant to its regular business practice. Any reimbursements that constitute deferred compensation within the meaning of Section 409A shall be made or provided in accordance with the requirements of Section 409A, including that (i) in no event shall any fees, expenses or other amounts eligible to be reimbursed under this Agreement be paid later than the last day of the calendar year next following the calendar year in which the applicable expenses were incurred; and (ii) the amount of expenses eligible for reimbursement that the Bank is obligated to pay or provide, in any given calendar year shall not affect the expenses the Bank is obligated to reimburse in any other calendar year.

d. ***Cooperation Clause***. Executive agrees that Executive will cooperate with the Bank and Company in their investigation, defense, or prosecution of any potential or actual claim or lawsuit by or against any Releasee (as defined in Section 4 below). As used

herein, the term "cooperate" means being available from time to time for meetings with counsel, not communicating with non-governmental parties known to be adverse to the Bank or Company, except by way of deposition or trial testimony, being available for deposition and trial testimony upon instruction of counsel for the Bank or Company, and executing those documents and truthful affidavits requested from time to time by counsel to the Bank or Company; *provided, however*, that nothing herein shall preclude Executive from responding to or participating in any inquiry by any government agency. The Bank agrees that, if Executive's assistance is requested by the Bank or Company following the Separation Date, the Bank will reimburse Executive for any lost wages or leave, as well as any reasonable expenses Executive incurs in assisting the Bank in any such matter.

e. ***Other Representations***. Executive represents and warrants: (i) Executive has accurately recorded and been properly paid for all time worked on behalf of the Bank or Company; (ii) Executive has received all salary, wages, commissions, bonuses, and other compensation due to the Executive, other than the amounts set forth in this Agreement; and (iii) Executive has not engaged in and is not aware of any unlawful conduct relating to the business of the Bank or Company.

4. **Release**. Executive, on Executive's own part and on behalf of Executive's descendants, dependents, heirs, executors, administrators, assigns, and successors, hereby covenants not to sue and fully releases, acquits, and discharges the Bank and Company, and their respective parent(s), subsidiaries, affiliates, owners, directors, officers, agents, employees, shareholders, representatives, assigns, insurers, and successors (collectively referred to as the "Releasees") with respect to and from any and all claims, agreements, contracts, actions, suits, causes of action, attorneys' fees, damages, and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Executive has owned or held against the Releasees at any time up to the date of this Agreement, including, without limitation, those arising out of or in any way connected with Executive's employment relationship, retirement, or separation of employment.

Waiver of Claims under the Age Discrimination in Employment Act. Executive recognizes that, in signing this Release of Claims, Executive is waiving Executive's right to pursue any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq*. ("ADEA") arising prior to the date that Employee executes this Release. Executive understands that Executive may take twenty-one (21) days from the date this Release is presented to Executive to consider whether to execute this Release. Executive is advised that Executive may wish to consult with an attorney prior to execution of this Release. Once Executive has executed this Release, Executive may revoke the Release at any time during the seven (7) day period following Executive's execution of the Release. After seven (7) days have passed following Executive's execution of this Release, Executive's execution of this Release shall be final and irrevocable. Executive acknowledges that, although Executive has been given at least twenty-one (21) days to execute this Agreement, Executive may only execute this Agreement during the time period between the Separation Date and July 31, 2026.

Nothing in this Agreement shall be construed as prohibiting Executive from participating in any investigation or proceeding conducted by the EEOC or by a comparable state or local human rights agency, and any other agency where the right to make a complaint cannot be waived. Notwithstanding the foregoing, by signing this Agreement, Executive is agreeing to waive Executive's right to recover monetary damages associated with any charge, complaint, or lawsuit filed with any such agency, unless the right to receive such damages cannot be waived by applicable law.

5. **Non-Disclosure and Restrictive Covenants**. Executive acknowledges, covenants and agrees that the provisions and restrictive covenants set forth in Exhibit A attached and incorporated as part of the Employment Agreement (the "Non-Disclosure and Restrictive Covenant Agreement") remain in full force and effect and are incorporated by reference into this Agreement; *provided, further,* if Executive breaches any provisions of Sections 1, 4, 5 or 6 of the Non-Disclosure and Restrictive Covenant Agreement, Executive shall not be entitled to any payments or benefits under Section 2 of this Agreement and any payments or benefits already made must be repaid immediately upon demand.

6. **Section 409A Compliance.** The intent of the Parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. For purposes of Section 409A, any installment payment provided under this Agreement shall be treated as a separate payment. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A, and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." In the event Executive executes a Release Agreement (and the expiration of any revocation rights provided therein) which could become effective in one (1) of two (2) taxable years of Executive depending on when Executive executes and delivers the waiver and release, the waiver and release will be deemed executed in the later of such tax years. The Bank makes no representation that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Bank or Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of noncompliance with Section 409A.

7. **Entire Agreement**. This Agreement constitutes and contains the entire agreement and understanding concerning Executive's employment and separation of employment, and the other subject matter addressed herein between the Parties, and supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof, except that Executive shall continue to be obligated to comply with the terms of the Non-Disclosure and Restrictive Covenant Agreement. Executive acknowledges and agrees that the Separation Benefits provided in

Section 2 of this Agreement constitute sufficient consideration for Executive's obligations hereunder and that Executive shall be bound by such obligations. This Agreement may not be amended or modified except by an agreement in writing signed by all Parties. The drafting of this Agreement shall be deemed a mutual endeavor by all Parties and shall not be construed against any single Party as the drafter.

8. **Governing Law**. This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the Commonwealth of Virginia located in the City of Alexandria.

9. **Severability**. In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable.

10. **Enforcement; Attorneys' Fees**. Should any Party be required to bring a legal action to enforce the terms of this Agreement, including the terms of the release, the prevailing Party in such action shall be entitled to receive its attorneys' fees and costs incurred in bringing or defending such action.

The Parties acknowledge that they have read the foregoing Agreement, understand its contents, and accept and agree to the provisions it contains and hereby execute it voluntarily and knowingly and with full understanding of its consequences.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

/s/ H. Charles Maddy, III
H. Charles Maddy, III
Date: 7/6/2026

Burke & Herbert Bank & Trust Company
By: Danyl R. Freeman
Date: 7/6/2026
Title: EVP, Chief Human Resources Officer

Burke & Herbert Financial Services Corp.
By: Danyl R. Freeman
Date: 7/6/2026
Title: EVP, Chief Human Resources Officer

Exhibit 31.1

CERTIFICATION

I, David P. Boyle, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Burke & Herbert Financial Services Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2026

/s/ David P. Boyle
David P. Boyle
Chairman of the Board and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Kirtan Parikh, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Burke & Herbert Financial Services Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2026

/s/ Kirtan Parikh
Kirtan Parikh
Executive Vice President & Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO SECTION 906

In connection with the Quarterly Report on Form 10-Q of Burke & Herbert Financial Services Corp. (the "Company") for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, as the Principal Executive Officer of the Company and the Principal Financial Officer of the Company, respectively, certify, pursuant to and for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to their knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2026

/s/ David P. Boyle

David P. Boyle
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

Date: November 6, 2026

/s/ Kirtan Parikh

Kirtan Parikh
Executive Vice President & Chief Financial Officer
(Principal Financial Officer)